

**CITY OF CASCADE, IOWA**  
**CITY COUNCIL MEETING AGENDA & PUBLIC NOTICE**  
**Monday, October 28, 2024, 6:00 P.M**  
*(Amended October 28, 2024 8:30am)*  
**CITY HALL, 320 1<sup>ST</sup> AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, October 28, 2024, 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](http://www.cityofcascade.org) and Facebook Live

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Comment (Limit 3 minutes per person-Agenda Items and Local Government Issues)**
6. **Consent Agenda – Review and approve the following:**
  1. **City Council Minutes 10/14/24**
  2. **Cascade Library Minutes 10/17/24**
  3. **Cascade Municipal Utilities Board Minutes 10/09/24**
  4. **FEH Design – Field Report Cascade Public Library 10/8/24**
  5. **MSA Project Update 10/28/24**
  6. **Liquor License Renewal for McDermott Oil, Co. DBA Lyons Cascade**
  7. **Liquor License Renewal for Textile Brewery, LLC DBA The Corner Taproom**
  8. **October 28, 2024 Claims**
7. **Reminder Next City Council Meeting is November 12**
8. **Consideration of Ordinance #22-24 Correction of Library Trustee Terms (Third Reading)**
9. **Consideration to Approve the FY2024 Annual City Street Finance Report – Resolution 106-24**
10. **Consideration of Resolution #107-24 – Resolution Approving a Furniture Quote From Pigott for \$88,309.43 and Authorizing the City Clerk to Pay the 50% Down Payment**
11. **Consideration of Resolution #108-24 – Resolution to Cancel December 23, 2024 City Council Meeting**
12. **Consideration of Resolution #109-24 – Resolution Approving A Hourly Pay Increase for Police Officer Brad Staner Beginning November 1, 2024**
13. **Consideration of Resolution #110-24 – Resolution Approving Pay Application No. 6 for the IA 136 Street Project for \$486,956.64**
14. **Consideration of Resolution #111-24 – Resolution Approving Pay Application No. 9 for the Cascade Building Project for \$381,400.87**
15. **Consideration of Resolution #112-24 – Resolution Approving a Quote From Powell Express Moving for \$1,275.00 to Move the Books to the New Library**
16. **Consideration of Approving a Permit to Close Adams St. SE on October 31, 2024**
17. **Consideration of Ordinance #23-24 – An Ordinance Amending the Code of Ordinances of the City of Cascade, Iowa by Amending Title VI Physical Environment, Chapter 5 Utilities – Billing Charges, Section 9 Refuse Collection Rates (First Reading)**
18. **Reports – Police Chief and City Administrator**

- 19. Adjourn into Closed Session Iowa Code Section 21.5(1)(j) allows governmental bodies to hold closed sessions to discuss the purchase or sale of real estate. This is only permitted when premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for the property – City Administrator**
- 20. Reconvene into open session for possible action**
- 21. Adjournment**

October 14th, 2024  
City Council Meeting Minutes

The October 14<sup>th</sup>, 2024 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Weber, Gehl, Hosch, and Oliphant answered roll call. Delaney excused.

Motion Oliphant, second Weber to approve the agenda. Four Ayes. Motion carried.

Motion Gehl, second Weber to approve the consent agenda items: City Council Minutes 9/30/24, Park Board Minutes 9/03/24, 10/07/24, Cascade Library Minutes 09/10/24, FEH Design – Field Report Cascade Public Library 9/24/24, JCED Bulletin Oct/Nov/Dec 2024, October 14, 2024 Claims, September Financial Reports. Four Ayes. Motion carried.

Motion Oliphant, second Hosch to approve Consideration to Change the November 11, 2024 City Council Meeting to Tuesday, November 12th Due to the Veteran’s Day Holiday. Four ayes. Motion carried.

Motion Gehl, second Hosch to approve the second reading of Consideration of Ordinance #22-24 Correction of Library Trustee Terms. Roll call vote, four ayes, motion carried.

Motion Oliphant, second Weber to approve Consideration of Resolution #100-24 A Resolution Adopting an Updated Water and Sewer Bill Adjustment Policy for the City of Cascade, Iowa. Council agreed this will be retroactive to 01/01/24. Roll call vote, four ayes, motion carried.

Motion Gehl, second Oliphant to approve Resolution #101-24 – A Resolution Approving a Real Estate Gifting Agreement Between the City of Cascade and Beck Construction, Inc. Roll call vote, four ayes. Motion carried.

Motion Oliphant, second Hosch to approve Resolution #102-24 – Resolution Approving January 1, 2025 Health Insurance Renewal with a 2.11% Decrease. Roll call vote, four ayes. Motion carried.

Motion Weber, second Gehl to approve Resolution #103-24 – Resolution Approving the Formation of a Finance Committee in the City of Cascade, Iowa. Mayor will appoint two council members to the committee. Roll call vote, four ayes. Motion carried.

Motion Oliphant, second Weber to approve Resolution #104-24 – Resolution Approving a Library Shelving Quote from Pigott for \$87,928.71 and Authorizing the City Clerk to Pay the 50% Down Payment. Council members requested a breakdown of the freight charges. Roll call vote, four ayes. Motion carried.

Motion Gehl, second Weber to approve Resolution #105-24 – Resolution Authorizing the Interim City Administrator to Oversee the Remainder of the Library Construction For the City of Cascade, Iowa. Roll call vote, four ayes. Motion carried.

Police Chief and City Administrator provided staff updates.

Motion Hosch, second Weber to adjourn at 6:21p.m. All ayes.

Samantha M. Simon, City Clerk

Steven J. Knepper, Mayor

# Cascade Public Library Board of Trustees Minutes

Thursday, October 17, 2024(4:30pm)

Cascade City Hall Council Chambers

320 1st Avenue W, Cascade Iowa

Present: Kane, Recker, Brindle, Balster, Funke

Absent: Gleason

1. Call to Order: Recker called the meeting to order at 4:30pm.
2. Approval of the Agenda: Brindle motioned to approve the agenda; Funke seconded. All approved.
3. Approval of the Minutes of September 10, 2024, library board meeting: Balster moved to approve Funke seconded. All approved.
4. Public Comment: No public comment.
5. Budget Reports: Budget reports were reviewed. Questions regarding line #6310, and the payment to Advantage Administrators were asked. Kane will find out answers and report back to the board.
6. Bills: Bills were discussed and reviewed. Brindle moved to pay the bills; Balster seconded; all approved.
7. Circulation Statistics: Door count for September was 1060 people entered the library. This is up compared to last September door count was 798. Grand total of items checked out/utilized was 3239.
8. Future Building Project Reports: Recker reported on progress at the site.
9. Friends of the Library update: Balster reported that the Friends will be participating in the trunk-or-treat at Cascade Elementary this year. They will also hand out Friends of the Library brochures at that event. Balster reported that Friends will be looking for more cookies to be donated to the Cookie Walk at the library this year.
10. Programming/Upcoming Events/Librarians Calendar: Kane shared information about programs that the library has in the month of October. There will be an adult program on Tuesday, October 22 titled "The Phantom Coach", spooky tales. Two book discussions this month. After-school Wednesday's include crafts, a visit from the DNR with a program on furs, and Super Snakes with Jones County Conservation.
11. Library Board Bylaws: These were reviewed by the Library Board. Election of officers was held as required by the bylaws. Recker will serve as President, Funke as Secretary. All approved of these officers.
12. Budget for new building discussion: Deanna McCusker, City Administrator, attended to discuss with the library board planning for the budget for the 2025/26 Fiscal year as pertains to the new building. We need to establish cleaning of the building, how often, and costs associated with that. Kane will contact Premier Cleaning to get a quote on window washing for the new building. Staffing will also need to be discussed, adjusted, and budgeted for in the new building.
13. Shelving and Furniture: Has been finalized.
14. Current Library Building: An appraisal has been ordered.
15. Discussion on finalizing moving plans: Roger Powell will be providing a quote soon.
16. Mobile Hotspot #3: Kane reported that this hotspot is no longer functioning. A replacement can be sent in December.
17. Other: Kane reported that we received our check for Direct State Aid from the State Library. The total on that check is \$1590.93
18. Adjournment: Next monthly library board meeting will be on Tuesday, November 12 at 4:30pm. Balster moved to adjourn, Funke seconded. All approved.

Meeting Minutes October 9, 2024  
Cascade Municipal Utilities Board

Chairman Gross called the October 2024 regular meeting of the Cascade Municipal Utilities Board of Trustees to order on Wednesday, October 9, 2024 at 4:45 pm. Present were Trustees Barb Gross, Greg VanderLugt, Sue Knepper, Utility Manager Shontele Orr and Team Lead Matt Cooksley.

Motion VanderLugt, second Knepper to approve the meeting agenda. Motion carried 3-0.

Discussion was held regarding spring demo work to the exterior of the plant building.

Motion Gross, second Knepper to approve resolution 187-24 Revised Electric Service Rules. All ayes via roll call vote.

Motion Gross, second Knepper to approve resolution 188-24 Revised Gas Service Rules. All ayes via roll call vote.

Motion Knepper, second VanderLugt to approve the September 11 meeting minutes, September Financial Statements and Fund Balances, and the October bill list & claims for payment. Motion carried 3-0.

Motion Gross, second Knepper, to approve the September plant summary/metrics and rebate report.

Manager/Team Lead Report - discussion was held regarding past & future workload, IUB meeting recap, City of Cascade workload, Generation, Library work, Insurance meeting & Auditor schedule.

Motion VanderLugt, 2<sup>nd</sup> Knepper to adjourn meeting at 5:26 pm. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	425.06	IOWA ONE CALL	44.10
ADVANTAGE ADMINISTRATORS	43.50	IPERS	4,411.68
AHLERS & COONEY PC	192.00	JACOB COOHEY	225.52
ALLISON MORRIS	245.00	JAMIE OSTWINKLE	50.00
ANDREW SMEIN	123.43	JERRY'S ELECTRIC	19,475.00
ANGIE LINK	432.81	JOHN GERKEN	100.00
ANNETTE GREEN	100.00	MADISON NATIONAL LIFE INS CO	220.28
AT&T	12.64	MADISON NATIONAL LIFE INS CO	220.28
BARD MATERIALS	690.35	MANTERNACH PLB & HEATING	375.75
BUSINESS FORMS DIVERSIFIED	1,070.30	MCDERMOTT OIL CO.	442.23
CASCADE COMMUNICATIONS COMPANY	102.80	MEDICAL ASSOCIATES	100.00
CASCADE LUMBER CO	168.45	MISSION SQUARE	185.00
CASCADE MUNICIPAL UTILITIES	869.31	MISSION SQUARE	185.00
CASCADE MUNICIPAL UTILITIES	226.30	NICUSA - IOWA DMSION	1,043.52
CLAYTON ENERGY CORPORATION	20,489.02	PAUL PEIFFER	500.00
COMELEC INTERNET SERVICES	45.00	PAYROLL	10,589.81
DANIEL CHARLAND	182.36	PAYROLL	10,510.29
DELANEY'S PC REPAIR & RECYCLE	179.57	SIMECA	112,559.92
EFTPS	2,773.97	SPENCER WOLF	50.00
EFTPS	2,725.18	STUART CIRBY CO	1,147.17
FILAMENT ESSENTIAL SERVICES	1,850.00	TREASURER STATE OF IOWA	1,071.00
FLETCHER-REINHARDT CO	317.95	TREASURER STATE OF IOWA	4,708.99
GASSER FARM & HARDWARE LLC	158.61	ULINE	852.22
GORDON FLESCH COMPANY	148.00	VISA	669.89
GROEBNER & ASSOCIATES INC	716.65	WELLMARK BC BS OF IOWA	4,798.90
HOMETOWN PEST SOLUTIONS	150.00	WOODWARD COMMUNITY MEDIA	103.60
I.A.M.U.	706.00	<b>Total</b>	<b>209,784.41</b>
<b>ELECTRIC REVENUE</b>	<b>197,930.86</b>		
<b>GAS REVENUE</b>	<b>46,225.32</b>		



# FIELD REPORT

DATE	8 October 2024	TIME	1:30PM-3:05PM
FEH PROJECT NUMBER	2021310		
PROJECT NAME	Cascade Public Library		
ADDRESS	108 2 <sup>nd</sup> Ave SW Cascade, IA 52033		
REPORTED BY	Christy Monk Christy Monk - FEH Design Michael Svatosch - Garling Construction		
THOSE PRESENT	Joe Johnson - Garling Construction Deanna McKusker - City of Cascade Monica Recker - City of Cascade Melissa Kane - Cascade Public Library Director		
WEATHER	Sunny	TEMP.	70F
COPIES TO	Owner, Garling Construction, Delta 3 Engineering		

**PURPOSE** Visited the site to observe the general progress of construction and observe general conformance to the Contract Documents. This report shall not be construed as a complete tabulation of all items required for correction or for project completion. This report does not relieve the contractor of work specified in the Contract Documents, including Addendums and Change Orders.

## OBSERVATIONS

The masonry and siding have been installed. Windows are installed, storefront has not been installed. Exterior signage has been installed. Address numbers were discussed at the rough-faced stone.

Spray foam insulation is complete. Exposed spray foam will need to receive a thermal barrier of gypsum board or a spray-applied product.

The interior walls inside the library space have been framed. Mechanical, electrical, and plumbing rough-in are ongoing.

Modifications to the 'cascading' wall between library spaces have been completed.

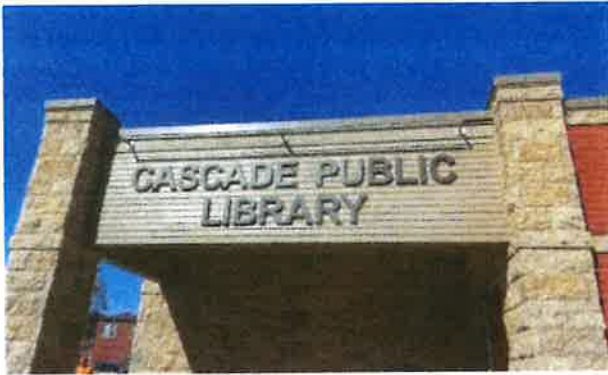
The clerestory translucent panel was installed. The interior of the sloped roof has received drywall finish, and the faux beam framing is in place.

The interior column slab leave-outs have been infilled.

Lighting in the shade structure was installed in an E/W orientation and the owner group requested it be installed in a N/S orientation for cleaner conduit connections between light fixtures.

Grading has started for parking lot work. The NE and SE ADA ramps were reviewed and will need input from the Civil Engineer to confirm the final product meets the ADA requirements.

The fire rated window frames into the corridor have been installed. These will receive a wood sill and painted gypsum board return on the library side of the window.



View of the south metal signage at the main entrance.



View of the exterior from the northeast corner of the site, looking southwest.



View of Meeting Room 102, looking north to the storage room and kitchenette.



View in the clerestory, looking east towards the fireplace. The translucent panel and wall finish are in place.



View of at exterior wall with exposed spray foam insulation that will need a thermal barrier.



Fire rated window into the corridor that should receive a wood sill, with painted gypsum board head and jamb.



## **JOHNSON ST SW (HWY 136) RECONSTRUCTION**

In June 2024, construction started on the Johnson St. SW (HWY 136) project. The project, administered by the City, MSA and Iowa DOT, will upgrade utilities, pavement and sidewalks along the corridor and convert the four-lane road to a three-lane road with a center left turn lane. To date, the project is nearing completion, with only signing, striping and seeding work remaining. Completed work includes removals, new sanitary sewer, storm sewer, and water main piping, PCC roadway, upgraded 5-foot sidewalks, and upgraded ADA ramps.

## **2<sup>ND</sup> AVE NE PAVEMENT & STORM SEWER IMPROVEMENTS**

In March 2023, MSA provided design concept & cost opinion for a pavement and storm sewer improvements along 2<sup>nd</sup> Ave NE near the swimming pool. The City successfully applied for DBQ County RCTP funding for the project. The work was completed in 2023.

## **DILLON ST SE PAVING EXTENSION**

In June 2023, MSA provided design concept & cost opinion for a paving extension of Dillon St SE from 7<sup>th</sup> Ave SE to 9<sup>th</sup> Ave SE.

## **OAK HILL PARK**

**Pickleball.** In August 2024, MSA provided design concept & relevant construction details to support grant applications & fundraising efforts for the development of pickleball courts at Oak Hill Park. The City was waiting for fundraising progress before engaging local Contractors.

**Trail.** In August 2023, MSA provided design concept & cost opinion for a trail at Oak Hill Park to support REAP grant application. The grant application was not successful.

## **TYLER ST NE TRAIL**

In response to resident concerns, the City engaged MSA to create a design concept & cost opinion for a trail along Tyler St NE to River Bend subdivision. In June 2023, MSA provided the required materials to support the Iowa DOT SRT grant application. The grant application was not successful.



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MCDERMOTT OIL CO.	Lyons Cascade	(563) 852-3510		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
403 1st Avenue West		Cascade	Dubuque	52033
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 70	Cascade	Iowa	52033	

### Contact Person

NAME	PHONE	EMAIL
Tim Lambert	(563) 852-3510	tlambert@mcdermottoil.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0001017	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 22, 2024	Dec 21, 2025	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jason McDermott	Peosta	Iowa	52068	President	59.00	Yes
Aaron McDermott	Marion	Iowa	52302	Director	35.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Textile Brewery LLC	The Corner Taproom	(563) 207-0357		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
201 1st Ave West		Cascade	Dubuque	52033
MAILING ADDRESS	CITY	STATE	ZIP	
201 1st Ave West	Cascade	Iowa	52033	

### Contact Person

NAME	PHONE	EMAIL
Tom Olberding	(563) 207-0367	tom@textilebrews.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046749	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Dec 1, 2024	Nov 30, 2025		
SUB-PERMITS			
Class C Retail Alcohol License			



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas OLBERDING	Dyersville	Iowa	52040	owner	84.00	Yes

## Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
EMCASCO Insurance Company	Dec 1, 2024	Dec 1, 2025
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

**CLAIMS REPORT**  
**Vendor Checks: 10/29/2024-10/29/2024**

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
2179006304	AT&T	AT&T PHONE CHARGES		23.82		
102424	CASCADE MUNICIPAL UTILITIES	METER DEPOSIT REFUND R.PFAB		120.00		
NOV24	CASCADE STORAGE LLC	EMS MONTHLY BLDG RENT		1,500.00		
280610	CJ COOPER & ASSOCIATES	ADMIN FEE & CLEARING HOUSE		350.00		
114667	FEH DESIGN	LIBRARY CONSTRUCT ADMIN/FURN		3,361.40		
PAYAPP9	GARLING CONSTRUCTION	LIBRARY PAY APP 09		381,400.87		
I00962704	GORDON FLESCH COMPANY INC	1/2 LEASE		148.00		
6888414	HAWKINS INC	CHLORINE CYLINDERS		70.00		
266378	IOWA ONE CALL	EMAIL		35.10		
24-609	KANE APPRAISAL SERVICES	OLD LIBRARY APPRAISAL		1,400.00		
219372	LYNCH DALLAS P.C.	CITY HALL LEGAL		420.00		
10082024	MAQUOKETA VALLEY COOP	SIGN HWY 151 & REITER RD	42.08			
100824	MAQUOKETA VALLEY COOP	STREET LIGHTS	163.54	205.62		
836957	MARTIN EQUIPMENT	SNOW BOX CUTTING EDGE		395.25		
0018937-IN	METROPOLITAN COMPOUNDS INC	2 CASES DISINFECT WIPES		1,061.92		
PAY APP #6	MIDWEST CONCRETE INC	HWY 136 PAY APP 6		486,956.64		
009803	MSA PROFESSIONAL SERVICES	CITY ENGINEER	701.20			
009804	MSA PROFESSIONAL SERVICES	JOHNSON ST SW RECONSTRUCTION	37,593.78	38,294.98		
144571	PIGOTT, INC	1/2 LIBRARY FURNITURE		44,154.72		
U88408	ROEDER IMPLEMENT INC	SNOWBLOWER		1,931.99		
092824	SCHMIDT GREG	JEANS REIMBURESMENT		59.95		
4224	SPORT CONSTRUCTION MIDWEST	GYM WALL PADDING		3,000.00		
2020IN6985	UNITYPOINT HEALTH	EMS DRUG BOXES		100.00		
242880000650	WELLMARK BC/BS OF IA	NOVEMBER INSURANCE PREMIUMS		7,162.67		
		<b>Accounts Payable Total</b>		<b>972,152.93</b>		
		<b>Payroll Checks</b>				
		<b>Report Total</b>		<b>972,152.93</b>		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	14,337.86
016	PARTIAL SELF-FUND	
110	ROAD USE TAX	2,049.97
323	HIGHWAY 136	524,550.42
370	LIBRARY CAPITAL PROJECT	428,916.99
600	WATER	1,077.49
601	DEPOSITS-WATER/SEWER	120.00
610	SEWER	1,100.20
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	TOTAL FUNDS	972,152.93

**ORDINANCE NO. 22-24**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA,  
TO CORRECT ERROR AND REVERT THE TERM OF LIBRARY TRUSTEES FROM SIX TO  
THREE YEARS**

Whereas, in the City's recodification of January 24, 2022, City Code 5-1-4 Subsection 1 was changed, without the notice of the Library Board of Trustees, to reflect six-year terms for Library Trustees, instead of the three-year terms that had been approved by public measure in 1995; and,

Whereas, the recodification change to Chapter 5-1-4 Subsection 1 was void due to the absence of a public measure changing the term length; and,

Whereas, the City Council is required by law to correct the wording of the Code to reflect the original, pre-codification language of Chapter 5-1-4.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Cascade, Iowa, as follows:

Section 1. SECTION AMENDED. Chapter 5-1-4 of the Code of Ordinances of the City of Cascade, Iowa, shall be amended and the following adopted:

~~5-1-4 Term of Office. All appointments to the board shall be for six (6) years, except to fill vacancies.~~

5-1-4 Term of Office. All appointments to the board shall be for three (3) years, except to fill vacancies.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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 4. This ordinance shall be effective after its final passage, approval and publication as required by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk

First Reading: 09/30/2024

Second Reading: 10/14/2024

Third Reading:

Publication:

Sent to American Legal:





Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Annual City Street Finance Report FY24  
From: Deanna McCusker, Interim City Administrator

Each year the City receives Road Use Tax (RUT) funds from the IDOT and following the end of the fiscal year, we are required to submit an annual report showing how we spent the funds received. The report for FY24 is in your packet, which was prepared by Samie. Prior to submitting the report, we ask that City Council review, approve and authorize the submission of the report.



Bureau of Local Systems  
Ames, IA 50010

# City Street Finance Report

Fiscal Year 2024  
Cascade  
10/23/2024 11:38:32 AM

## Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & 00)	Grand Total
<b>Salaries - Roads/Streets</b>		<b>\$83,934</b>					<b>\$83,934</b>
Benefits - Roads/Streets	\$1,665	\$32,428					\$34,093
<b>Building &amp; Grounds Maint. &amp; Repair</b>	<b>\$15</b>	<b>\$3,630</b>					<b>\$3,645</b>
Vehicle & Office Equip Operation and Repair		\$1,110					\$1,110
<b>Operational Equipment Repair</b>		<b>\$425</b>					<b>\$425</b>
Other Utilities	\$4,175						\$4,175
<b>Insurance</b>	<b>\$8,000</b>	<b>\$10,782</b>					<b>\$18,782</b>
Street Maintenance Expense		\$18,576					\$18,576
<b>Other Professional Services</b>	<b>\$410</b>				<b>\$65,853</b>		<b>\$66,263</b>
Other Equipment		\$1,219					\$1,219
<b>Operating Supplies</b>	<b>\$1,830</b>	<b>\$5,873</b>					<b>\$7,703</b>
Furniture & Fixtures					\$49,040		\$49,040
<b>Other Capital Equipment</b>	<b>\$6,000</b>	<b>\$179,101</b>					<b>\$185,101</b>
Storm Drainage	\$69,753						\$69,753
<b>Street - Preservation</b>	<b>\$155,365</b>						<b>\$155,365</b>
Principal Payment		\$97,174		\$137,826			\$235,000
<b>Interest Payment</b>		<b>\$129</b>		<b>\$12,607</b>			<b>\$12,736</b>



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2024  
Cascade  
10/23/2024 11:38:32 AM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U10)	Grand Total
Bond Registration Fees				\$250			\$250
<b>Transfer Out</b>		<b>\$40,000</b>	<b>\$8,000</b>				<b>\$48,000</b>
Street Lighting		\$11,409					\$11,409
<b>Snow Removal</b>		<b>\$18,047</b>					<b>\$18,047</b>
Snow Removal Salaries		\$14,374					\$14,374
<b>Snow Removal Benefits</b>		<b>\$3,936</b>					<b>\$3,936</b>
<b>Total</b>	\$247,213	\$522,147	\$8,000	\$150,683	\$114,893		\$1,042,936



Bureau of Local Systems  
Ames, IA 50010

# City Street Finance Report

Fiscal Year 2024  
Cascade

10/23/2024 11:38:32 AM

## Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U00)	Grand Total
<b>Levied on Property</b>	<b>\$205,631</b>		\$0	\$150,683			<b>\$356,314</b>
Licenses & Permits	\$500						\$500
<b>Interest</b>	<b>\$8,782</b>						<b>\$8,782</b>
State Revenues - Road Use Taxes		\$337,029					\$337,029
<b>Local Contributions</b>	<b>\$25,000</b>						<b>\$25,000</b>
Charges/fees	\$7,300					\$0	\$7,300
<b>Sale of Property &amp; Merchandise</b>		<b>\$4,183</b>					<b>\$4,183</b>
Proceeds from Debt		\$105,273			\$631,604		\$736,877
<b>Transfer In</b>		<b>\$8,000</b>	<b>\$40,000</b>				<b>\$48,000</b>
<b>Total</b>	<b>\$247,213</b>	<b>\$454,485</b>	<b>\$40,000</b>	<b>\$150,683</b>	<b>\$631,604</b>	<b>\$0</b>	<b>\$1,523,985</b>





Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2024  
Cascade  
10/23/2024 11:38:32 AM

### Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
<b>HWY 136</b>	<b>\$395,000</b>	<b>\$130,000</b>	<b>\$10,550</b>	<b>\$130,000</b>	<b>\$10,550</b>	<b>\$265,000</b>
HWY 136 SOUTH	\$665,000	\$0	\$0	\$0	\$0	\$665,000
<b>STREET SWEEPER</b>	<b>\$105,000</b>	<b>\$105,000</b>	<b>\$2,186</b>	<b>\$105,000</b>	<b>\$2,186</b>	<b>\$0</b>
STREET SWEEPER	\$110,000	\$0	\$0	\$0	\$0	\$110,000
<b>Total</b>	<b>\$1,275,000</b>	<b>\$235,000</b>	<b>\$12,736</b>	<b>\$235,000</b>	<b>\$12,736</b>	<b>\$1,040,000</b>



Bureau of Local Systems  
Ames, IA 50010

# City Street Finance Report

Fiscal Year 2024

Cascade

10/23/2024 11:38:32 AM

## Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
<b>BOBCAT S650 SKIDLOADER</b>	2013	<b>Purchased</b>	<b>\$35,701</b>	<b>No Change</b>
CHEVY DUMP TRUCK	1989	Purchased	\$25,718	No Change
<b>4900 INTERNATIONAL DUMP TRUCK</b>	<b>2000</b>	<b>Purchased</b>	<b>\$67,924</b>	<b>No Change</b>
JOHNSTON STREET SWEEPER	1996	Purchased	\$76,293	Sold
<b>CHEVY 3/4 TON PICK UP</b>	<b>1992</b>	<b>Purchased</b>	<b>\$15,480</b>	<b>Sold</b>
20 HP TARGET CONCRETE SAW	1999	Purchased	\$3,765	No Change
<b>ROSCO OIL SPRAYER</b>	<b>1962</b>	<b>Purchased</b>	<b>\$0</b>	<b>No Change</b>
FORD F250 XL	2018	Purchased	\$24,878	No Change
<b>7400 INTERNATIONAL DUMP TRUCK</b>	<b>2003</b>	<b>Purchased</b>	<b>\$72,739</b>	<b>No Change</b>
FORD F250 SUPER DUTY PICKUP	2015	Purchased	\$35,884	No Change
<b>HAMM 3-5 TON ROLLER</b>	<b>2012</b>	<b>Purchased</b>	<b>\$27,000</b>	<b>No Change</b>
FREIGHTLINER 108SD DUMP/PLOW TRUCK	2019	Purchased	\$133,741	No Change
<b>KUBOTA MX5800HST MOWER</b>	<b>2019</b>	<b>Purchased</b>	<b>\$38,958</b>	<b>No Change</b>
JOHN DEERE PAYLOADER	2020	Purchased	\$152,000	No Change
<b>ELGIN PELICAN STREET SWEEPER</b>	<b>2016</b>	<b>Purchased</b>	<b>\$175,250</b>	<b>New</b>



Bureau of Local Systems  
Ames, IA 50010

# City Street Finance Report

Fiscal Year 2024  
Cascade  
10/23/2024 11:38:32 AM

## Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems  
Ames, IA 50010

# City Street Finance Report

Fiscal Year 2024  
Cascade  
10/23/2024 11:38:32 AM

## Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & 00)	Grand Total
<b>Beginning Balance</b>	\$0	<b>\$196,229</b>	\$0	\$0	<b>\$88,676</b>	\$0	<b>\$284,905</b>
Sub Total Expenses (-)	\$247,213	\$482,147		\$150,683	\$114,893		\$994,936
<b>Transfers Out (-)</b>		<b>\$40,000</b>	<b>\$8,000</b>				<b>\$48,000</b>
Subtotal Revenues (+)	\$247,213	\$446,485	\$0	\$150,683	\$631,604	\$0	\$1,475,985
<b>Transfers In (+)</b>		<b>\$8,000</b>	<b>\$40,000</b>				<b>\$48,000</b>
Ending Balance	\$0	\$128,567	\$32,000	\$0	\$605,387	\$0	\$765,954

*106-24*

Resolution Number:

Execution Date:

Signature:





Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Furniture Quote for Library  
From: Deanna McCusker, Interim City Administrator

The Committee has finalized the furniture needs for the new library. The project will be ready for furniture the second week in February so the order needs to be placed shortly to ensure this delivery date. Pigott does require a 50% down payment be made when the order is placed. The furniture quote and the conditions of the order and an invoice for the 50% down payment is attached.

I recommend that City Council approve the furniture quote and authorize the City Clerk to draft the payment for the 50% down payment of \$44,154.72.

**RESOLUTION #107-24**

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE FURNITURE QUOTE FROM PIGOTT FOR \$88,309.43 AND AUTHORIZING THE DOWN PAYMENT TO BE ISSUED FOR THE CITY OF CASCADE, IOWA**

WHEREAS, the City Council has entered into an agreement with the FEH Design Team to assist in the plans for new library furniture, and;

WHEREAS, Pigott was approved as the vendor to provide a quote for furniture; and,

WHEREAS, the Furniture Design Committee has finalized the plans for the furniture with Pigott and is ready to place the order to ensure arrival by the second week in February; and,

WHEREAS, the agreement with Pigott requires a 50% down payment to be made before the order gets submitted; and,

WHEREAS, the \$88,309.43 quote for the furniture, invoice for the down payment of \$44,154.72 and acknowledgement of requirements between the City and Pigott is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the Quote with Pigott for furniture for \$88,309.43 and authorizes the City Clerk to issue the down payment of \$44,154.72 so the order can be placed.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST;

\_\_\_\_\_  
Samie Simon, City Clerk



**Pigott, Inc. - Davenport**  
 3815 Ingersoll Avenue  
 Des Moines, IA 50312  
 Phone: 515-279-8879  
 Fax: 515-279-7338  
 www.pigottnet.com  
 Federal Id: 42-0813711

**Invoice**

Page: 1 of 1

**Invoice Date:** 10/24/2024  
**Date Due:** 10/24/2024  
**Invoice Number:** 144571  
**Apply To:** 144571  
**Project:** 45000  
**Order:** 45000.001

Sold To: 9213-01  
 CASCADE CITY HALL  
 320 1ST AVENUE W  
 CASCADE, IA 52033

Bill To: 9213-01  
 Attention: Accounts Payable  
 CASCADE CITY HALL  
 320 1ST AVENUE W  
 CASCADE, IA 52033

Ship To/Install Loc: 2152-05  
 CASCADE LIBRARY  
 2ND AVENUE SW  
 CASCADE, IA 52033

Date Shipped	Customer PO	Shipped Via	FOB	Terms	Sales Person
	DEANNA MCCUSKER	Best Way	DEST	UPON RECEIPT OF INV	Courtney Hackett

Line No	Loc	Item Number	Description	Invoice Qty	Unit Price	Extended
---------	-----	-------------	-------------	-------------	------------	----------

Project: 45000      Order: 45000.001      Customer PO: DEANNA MCCUSKER

1	05	Dep: DEPOSIT - 50%	50% DEPOSIT	1	44,154.72	44,154.72
						44,154.72
			Deposit Subtotal			44,154.72
			Subtotal			44,154.72

Remit To:  
 PIGOTT, INC.  
 ATTN: ACCOUNTS RECEIVABLE  
 3815 INGERSOLL AVE  
 DES MOINES IA 50312

**Please Pay This Amount**      - USD      --->      44,154.72

**Please note:**  
 ACH payments are the preferred method of payment. Please contact Accounts Receivable at AR@pigottnet.com for ACH payment instructions.



**Cascade Public Library | Final Furniture  
Quote | 10.22.24**

7:48:12AM  
Tuesday, October 22, 2024

Qty	Product	Sell Price	
		Unit	Extended
<b>102 MEETING ROOM</b>			
76	<b>1060-GT-CF-AP</b> Kelley - Stacking Chair, Armless, All Plastic	\$122.82	\$9,334.32
	2020 Plastic Shell Color Selection      P11      P11 Federal Blue		
	Glides Selection      G17      Sled Base Clear Plastic Glide With Felt		
	Ganging Brackets      -      No Ganging Clips		
12	<b>3271.TBT2.TZ3060</b> Parallon Tabletop, Flip-Top T-Leg, 30"D x 60"W Rectangle	\$169.40	\$2,032.80
	Laminate Grade Selection      GR1      Grade 1 Laminate		
	Grade 1 Laminate Finishes      TL24      Folkstone Grey		
	Edge Profile      TE5      Flat Edge		
	Grommet Option      GP00      *** No Grommets ***		
	Bundle Pilot Holes      BNDL00      No Bundle Pilot Holes		
4	<b>3271.TBT4.TR2424</b> Parallon Tabletop, X-Base, 24" Round	\$120.56	\$482.24
	Laminate Grade Selection      GR1      Grade 1 Laminate		
	Grade 1 Laminate Finishes      TL24      Folkstone Grey		
	Edge Profile      TE5      Flat Edge		
12	<b>3272.TBT2.TZ3060</b> Parallon Base, Flip-Top T-Leg, For 30"D x 60"W Tabletop	\$318.12	\$3,817.44
	Edge Profile      TE5      Flat Edge		
	Base Finish Selection      BF01      Silver		
	Foot Style Option      LS19      Casters ( 2 locking / 2 non locking)		
4	<b>3272.TBT4.TR2424TH42</b> Parallon Base, X-Base, For 24" Round Tabletop, 42" Height	\$166.76	\$667.04
	Base Finish Selection      BF01      Silver		
	Foot Style Option      LS18      Fixed / Glides		
2	<b>DL7</b> Stacking Dolly DL7	\$183.54	\$367.08
1	<b>ED1-2444LEC</b> Education 24x22x43.75 Lectern	\$802.62	\$802.62

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Qty	Product	Sell Price	
		Unit	Extended
	ED1-2444LE Lectern Top Finish		
	C		
	~TFL TFL Top		
	DS2 Desert (DS2)		
	ED1-EDGE-L Lectern Edge Finish		
	EC		
	DS2 Desert (DS2)		
	ED1-CHAS-E Chassis Finish		
	DU		
	DS2 Desert (DS2)		
	ED1-DOOR-E Door		
	DU		
	RL No Door		
	ED1-PULL-E Hardware		
	DU-2		
	MSL Luster Grey		
	ED1-SHELF- Slideout Shelf		
	EDU		
	X9 No Shelf		
<b>1</b>	<b>HIAOUBK</b>	<b>\$220.32</b>	<b>\$220.32</b>
	Eames Hang-It-All, Walnut Spheres, Black Frame		

**Subtotal for 102 MEETING ROOM**

**\$17,723.86**

**111 WORK AREA/CIRC. DESK**

<b>1</b>	<b>1123.BK1.MB.B.S2.AR6</b>	<b>\$395.56</b>	<b>\$395.56</b>
	Focus 2.0, Midback, Extended Stool Kit, Mesh Back w/ Adjustable Lumbar, Swivel , Height/Width adjustable (4-way)		
	Focus Mesh Colors	MC5	Onyx (Black) Mesh
	Y-Support Colors	YCC01	Black
	Accent Color Selection	LA1	Onyx
	Frame Colors	FC1	Black Frame
	Base Style Selection	BT1	5-Star Base
	Base Selection	BC1	Black Nylon Base
	Caster Selecton	CS5	Carpet Casters
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections
	Fabric Grade Selections	FG1	Fabric Grade 1
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection
	Venice Color Selections	BLUESKIES	Venice Blue Skies
	Packaging Options	KD	Knocked Down
<b>1</b>	<b>1123.BK2.MB.YE3.AR6</b>	<b>\$398.20</b>	<b>\$398.20</b>
	Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl w/ Seat Depth, Multi-Adj Arms		
	Focus Mesh Colors	MC5	Onyx (Black) Mesh
	Y-Support Colors	YCC01	Black
	Accent Color Selection	LA1	Onyx
	Frame Colors	FC1	Black Frame
	Base Style Selection	BT1	5-Star Base
	Base Selection	BC1	Black Nylon Base
	Caster Selecton	CS5	Carpet Casters
	Cylinder Height Option	CH1	Standard Cylinder
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections
	Fabric Grade Selections	FG1	Fabric Grade 1
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection
	Venice Color Selections	BLUESKIES	Venice Blue Skies
	Packaging Options	KD	Knocked Down
<b>1</b>	<b>LW100.24BBF</b>	<b>\$293.16</b>	<b>\$293.16</b>
	Ped W-Pull,Freestd 24D B/B/F		

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Qty	Product	Sell Price	
		Unit	Extended
	SB	full-extension ball-bearing	
	SS	smooth paint on smooth steel	
	MS	metallic silver (non-promote)	
	KC	keyed differently, chrome	
	2F	raised height	
	3M	drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer	
1	<b>SA922749</b> Vary Easy Rectangular Table		\$691.35
	SV.	squared-edge	
	**	34" high overall	
	36	36" deep	
	72	72" wide	
	L	high-pressure laminate top/thermoplastic edge	
	P*	2" square post legs	
	1T	pre-determined top/edge	
	LBU	medium matte walnut (CP)	
	MS	metallic silver (non-promote)	
	57	glides	
	NTG	no grommet	
<b>Subtotal for 111 WORK AREA/CIRC. DESK</b>			<b>\$1,778.27</b>

**113 DIR. OFFICE**

1	<b>1123.BK2.MB.YE3.AR6</b> Focus 2.0, Highback, Mesh Back, Enhanced Synchro Cntrl w/ Seat Depth, Multi-Adj Arms		\$398.20	\$398.20
	Focus Mesh Colors	MC5	Onyx (Black) Mesh	
	Y-Support Colors	YCC01	Black	
	Accent Color Selection	LA1	Onyx	
	Frame Colors	FC1	Black Frame	
	Base Style Selection	BT1	5-Star Base	
	Base Selection	BC1	Black Nylon Base	
	Caster Selecton	CS5	Carpet Casters	
	Cylinder Height Option	CH1	Standard Cylinder	
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections	
	Fabric Grade Selections	FG1	Fabric Grade 1	
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection	
	Venice Color Selections	BLUESKIES	Venice Blue Skies	
	Packaging Options	KD	Knocked Down	
2	<b>1B2JK7-</b> *Lock Plug and Key,Chrome UM Series		\$12.50	\$25.00
		226	*key number 226	
1	<b>5642B1.A130</b> Focus, Side Chair, Mesh Back, Silver Frame, with Casters, A130 Arm		\$269.72	\$269.72
	Mesh Back Colors	MC5	Onyx Mesh	
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections	
	CA Technical Bulletin 133 Fire Std Option for Fabric Selection	-	No Selection	
	Fabric Grade Selection	FG1	Fabric Grade 1	
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection	
	Venice Color Selections	BLUESKIES	Venice Blue Skies	
	Caster Options	C13	Standard Carpet Casters	
3	<b>A1000.1</b> Wall Hardware Kit		\$15.00	\$45.00

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Qty	Product	Sell Price	
		Unit	Extended
1	<b>FF10K.24BBF2LNTL</b> Wood Freestd Ped,Bar Pull,BBF,2 1/4H Base, Lam Case/Front,No Top,Lock 24D	\$851.26	\$851.26
	LBU medium matte walnut (CP)		
	LBU medium matte walnut (CP)		
	MS metallic silver (non-promote)		
	CB counterweight		
	KA keyed alike		
1	<b>FT199.</b> Cable Management Trough	\$30.69	\$30.69
1	<b>FT29B.2</b> Surface Ganging Bracket,pair	\$18.91	\$18.91
1	<b>FTS10.2472LS</b> Rectangular Surface	\$204.91	\$204.91
	LBU medium matte walnut (CP)		
	LBU medium matte walnut (CP)		
1	<b>FTS10.3072LS</b> Rectangular Surface	\$251.72	\$251.72
	LBU medium matte walnut (CP)		
	LBU medium matte walnut (CP)		
1	<b>FV435.WMHN1030V</b> Floating Shelf, Laminate	\$378.20	\$378.20
	LBU medium matte walnut (CP)		
	LBU medium matte walnut (CP)		
	MS metallic silver (non-promote)		
1	<b>FV43H.WM1542LWTL</b> Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/Doors, Finished Case Top, Lock, 15H 42W	\$575.98	\$575.98
	KA keyed alike		
	LBU medium matte walnut (CP)		
	LBU medium matte walnut (CP)		
4	<b>FV689.P</b> Support Leg,Post	\$71.61	\$286.44
	MS metallic silver (non-promote)		
1	<b>FV696.48</b> Stiffener, 48W	\$30.69	\$30.69
1	<b>FV696.57</b> Stiffener, 57 3/8W	\$30.69	\$30.69
1	<b>FV990.C123A72R</b> Wall-Mount Fabric Tackboard, for use with Canvas Private Office	\$231.57	\$231.57
	3AR02 aristo light brindle		
1	<b>Y1113.60NL</b> Modesty Panel,w/o added cable trough,Lam Top/TP Edge 60W	\$193.66	\$193.66

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Qty	Product			Sell Price	
				Unit	Extended
		LBU	medium matte walnut (CP)		
		LBU	medium matte walnut (CP)		
1	<b>Y1414.L06S</b> Logic Mini			\$210.22	\$210.22
		BK	black		
1	<b>Y1500.606</b> Power Plug Strip			\$42.32	\$42.32
1	<b>Y91171.CM</b> Flo Sngle-Screen Monitor Arm Support,Surf Clamp			\$181.24	\$181.24
		0I	silver		
<b>Subtotal for 113 DIR. OFFICE</b>					<b>\$4,256.42</b>

**114 TECH.**

3	<b>1051FT1.PS</b> Rio, Four Leg Chair, Plastic Back & Seat, Armless			\$145.20	\$435.60
	Frame Information	FC2	Silver Frame		
	Tablet Arm	-	No Tablet Arm		
	Caster/Glide Option Selection	C13	Standard Carpet Casters		
	Plastic Shell Color Selection	SC24	Apple		
	CA Technical Bulletin 133 Fire Std Option for Plastic Selection	-	No Selection		
	Packaging Options	AC	Fully Assembled in Carton		
3	<b>1051FT1.PSA91</b> Rio, Four Leg Chair, Plastic Back & Seat, A91 Fixed Arm			\$170.72	\$512.16
	Frame Information	FC2	Silver Frame		
	Caster/Glide Option Selection	C13	Standard Carpet Casters		
	Plastic Shell Color Selection	SC15	Lagoon		
	CA Technical Bulletin 133 Fire Std Option for Plastic Selection	-	No Selection		
	Packaging Options	AC	Fully Assembled in Carton		
16	<b>HZ500.</b> OE1 Teardrop Leg			\$66.16	\$1,058.56
		MS	metallic silver (non-promote)		
		G	glides		
6	<b>HZ505S.3048L</b> OE1 Worksurface, Rectangle			\$163.42	\$980.52
		NC	no cutout		
		91	white (CP)		
		91	white (CP)		
3	<b>HZ520.1P</b> OE1 Accessory Bridge			\$189.95	\$569.85
		BK	black		
1	<b>HZ525.</b> OE1 End Caps for Accessory Bridge 2/Pkg			\$54.37	\$54.37
		BK	black		
2	<b>HZ530.</b> OE1 Bridge Connector			\$55.68	\$111.36
		BK	black		

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Qty	Product			Sell Price	
		Unit	Extended	Unit	Extended
3	<b>HZ535.1448R</b> OE1 Bridge Mounted Screen, Flat Edge	3AR10	aristo waterfall	\$284.60	\$853.80
3	<b>Y1414.L06S</b> Logic Mini	BK	black	\$210.22	\$630.66
3	<b>Y1500.610</b> Power Plug Strip			\$49.22	\$147.66
<b>Subtotal for 114 TECH.</b>					<b>\$5,354.54</b>

**115 STUDY 1**

4	<b>1051FT1.PS</b> Rio, Four Leg Chair, Plastic Back & Seat, Armless			\$145.20	\$580.80
	Frame Information	FC2	Silver Frame		
	Tablet Arm	~	No Tablet Arm		
	Caster/Glide Option Selection	C13	Standard Carpet Casters		
	Plastic Shell Color Selection	SC20	Latte		
	CA Technical Bulletin 133 Fire Std Option for Plastic Selection	~	No Selection		
	Packaging Options	AC	Fully Assembled in Carton		
1	<b>3271.TBT3.TZ3066</b> Parallon Tabletop, Fixed T-Leg, 30"D x 66"W Rectangle			\$293.92	\$293.92
	Laminate Grade Selection	GR2	Grade 2 Laminate		
	Grade 2 Laminate Finishes	TL17	Classic Linen		
	Edge Profile	TE5	Flat Edge		
	Grommet Option	GP00	*** No Grommets ***		
	Bundle Pilot Holes	BNDL00	No Bundle Pilot Holes		
1	<b>3272.TBT3.TZ3066</b> Parallon Base, Fixed T-Leg, For 30"D x 66"W Tabletop			\$226.60	\$226.60
	Base Finish Selection	BF01	Silver		
	Foot Style Option	LS18	Fixed / Glides		
<b>Subtotal for 115 STUDY 1</b>					<b>\$1,101.32</b>

**116 STUDY 2**

2	<b>1051FT1.PS</b> Rio, Four Leg Chair, Plastic Back & Seat, Armless			\$145.20	\$290.40
	Frame Information	FC2	Silver Frame		
	Tablet Arm	~	No Tablet Arm		
	Caster/Glide Option Selection	C13	Standard Carpet Casters		
	Plastic Shell Color Selection	SC20	Latte		
	CA Technical Bulletin 133 Fire Std Option for Plastic Selection	~	No Selection		
	Packaging Options	AC	Fully Assembled in Carton		
1	<b>3271.TBT4.TS3636</b> Parallon Tabletop, X-Base, 36" Square			\$227.92	\$227.92
	Laminate Grade Selection	GR2	Grade 2 Laminate		
	Grade 2 Laminate Finishes	TL17	Classic Linen		
	Edge Profile	TE5	Flat Edge		
1	<b>3272.TBT4.TS3636TH29</b> Parallon Base, X-Base, For 36" Square Tabletop, 29" Height			\$156.64	\$156.64

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Qty	Product			Sell Price	
				Unit	Extended
	Base Finish Selection	BF01	Silver		
	Foot Style Option	LS18	Fixed / Glides		
<b>Subtotal for 116 STUDY 2</b>					<b>\$674.96</b>

### 117 CONFERENCE

<b>1</b>	<b>3000.TB4284</b>				\$584.32	\$584.32
	Tabletop, Boat 42"D x 84"W					
	Laminate Grade Selection	GR2	Grade 2 Laminate			
	Grade 2 Laminate Finishes	TL50	Neo Walnut			
	Grommet Option	GP00	*** No Grommets ***			
	Mending Plate Option	TTMP0	No Mending Plate Kit			
	Support Option	STF00	No Support			
<b>1</b>	<b>3009.ATC08.STF01</b>				\$35.20	\$35.20
	Tabletop Accessories, Support Bar 54"L					
<b>2</b>	<b>3272.TBT4.TS4242TH29</b>				\$156.64	\$313.28
	Parallon Base, X-Base, For 42" Square Tabletop, 29" Height					
	Base Finish Selection	BF01	Silver			
	Foot Style Option	LS18	Fixed / Glides			
<b>4</b>	<b>5642B1</b>				\$244.20	\$976.80
	Focus, Side Chair, Mesh Back, Silver Frame, with Casters, Armless					
	Mesh Back Colors	MC5	Onyx Mesh			
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections			
	CA Technical Bulletin 133 Fire Std Option for Fabric Selection	~	No Selection			
	Fabric Grade Selection	FG1	Fabric Grade 1			
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection			
	Venice Color Selections	BLUESKIES	Venice Blue Skies			
	Caster Options	C13	Standard Carpet Casters			
<b>4</b>	<b>5642B1.A130</b>				\$269.72	\$1,078.88
	Focus, Side Chair, Mesh Back, Silver Frame, with Casters, A130 Arm					
	Mesh Back Colors	MC5	Onyx Mesh			
	Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections			
	CA Technical Bulletin 133 Fire Std Option for Fabric Selection	~	No Selection			
	Fabric Grade Selection	FG1	Fabric Grade 1			
	Fabric Grade 1 Selections	VENICE	Venice Standard Color Selection			
	Venice Color Selections	BLUESKIES	Venice Blue Skies			
	Caster Options	C13	Standard Carpet Casters			

**Subtotal for 117 CONFERENCE \$2,988.48**

### 118 TEEN

<b>2</b>	<b>3260.TT9</b>				\$229.68	\$459.36
	Uni, Rectangular Laptop Table					
	Top and Edge Selection	TM3	Laminate Top and Polymer Edge			
	Metal Finishes	BF01	Silver			
	Laminate Finishes	TL16	Frosty White			
	Package Option Selection	P3	Final Assembly Required			
<b>2</b>	<b>OA100S</b>				\$1,097.28	\$2,194.56
	Club Chair, single fabric, not fire retardant					
		3AR04	aristo copper			
<b>1</b>	<b>OA101S</b>				\$1,015.20	\$1,015.20
	Left Arm Chair, single fabric, not fire retardant					

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Qty	Product	Sell Price			
		Unit	Extended		
		3AR08	aristo green apple		
1	<b>OA102S</b> Right Arm Chair, single fabric, not fire retardant			\$1,015.74	\$1,015.74
		3AR08	aristo green apple		
1	<b>OA401</b> Swoop Ganging Kit			\$30.78	\$30.78
1	<b>WF-T28RD17H</b> Wyre Trapezoid Frame 28x28x17 Round Coffee Table			\$834.96	\$834.96
		82-MATL-TO	Material		
		P			
		T	3D Laminate		
		X9	No Selection of Option		
		-HPL	HPL		
		DSP	Desert		
		BASE-WYRE	Base Finish		
		BKO	Onyx		

**Subtotal for 118 TEEN \$5,550.60**

**119 & 125 SITTING AREA / NEW ARRIVALS**

2	<b>3260.TT9</b> Uni, Rectangular Laptop Table			\$229.68	\$459.36
	Top and Edge Selection	TM3	Laminate Top and Polymer Edge		
	Metal Finishes	BF01	Silver		
	Laminate Finishes	TL16	Frosty White		
	Package Option Selection	P3	Final Assembly Required		
4	<b>83041G</b> Rowen Conversation Lounge Chair w/Arms - Single Textile			\$1,502.76	\$6,011.04
		ROWEN-BP-	Button Position		
		1			
		BBC1	Back Cushion Only		
		BLL	Black		
		Row-SeatHT	Seated Height		
		LNGH	Lounge Height Leg - 17.5"		
		WDL	Wood		
		DST	Desert (DST)		
		X9	None		
		5.25YD	Fabric, Manufacturer		
		-MOM	Momentum		
		-DEKA	Deka - Grade 3		
		3127469	Nordic		
2	<b>83041G</b> Rowen Conversation Lounge Chair w/Arms - Single Textile			\$1,502.76	\$3,005.52
		ROWEN-BP-	Button Position		
		1			
		BBC1	Back Cushion Only		
		BLL	Black		
		Row-SeatHT	Seated Height		
		LNGH	Lounge Height Leg - 17.5"		
		WDL	Wood		
		DST	Desert (DST)		
		X9	None		
		5.25YD	Fabric, Manufacturer		
		-MOM	Momentum		
		-DEKA	Deka - Grade 3		
		3127481	Copper		

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Qty	Product	Sell Price		
		Unit	Extended	
1	<b>WF-T19RD22H</b> Wyre Trapezoid Frame 19x19x22 Round End Table		\$651.00	\$651.00
	82-MATL-TO Material			
	P			
	T 3D Laminate			
	X9 No Selection of Option			
	-HPL HPL			
	DSP Desert			
	BASE-WYRE Base Finish			
	BKO Onyx			
1	<b>WF-T28RD17H</b> Wyre Trapezoid Frame 28x28x17 Round Coffee Table		\$834.96	\$834.96
	82-MATL-TO Material			
	P			
	T 3D Laminate			
	X9 No Selection of Option			
	-HPL HPL			
	DSP Desert			
	BASE-WYRE Base Finish			
	BKO Onyx			
<b>Subtotal for 119 &amp; 125 SITTING AREA / NEW ARRIVALS</b>				<b>\$10,961.88</b>
<b><u>120 ADULT</u></b>				
2	<b>1051FT1.USA91</b> Rio, Four Leg Chair, Upholstered Seat & Plastic Back, A91 Fixed Arm		\$230.12	\$460.24
	Frame Information FC2 Silver Frame			
	Caster/Glide Option Selection C13 Standard Carpet Casters			
	Plastic Shell Color Selection SC20 Latte			
	CA Technical Bulletin 133 Fire Std Option for Fabric Selection - No Selection			
	Fabric Grade Selection FG4 Fabric Grade 4			
	Fabric Grade 4 Selection MESSENGER Messenger Standard Color Selection			
	R			
	Messenger Color Selections 458640-060 Peridot			
	Packaging Options AC Fully Assembled in Carton			
2	<b>1051FT1.USA91S2</b> Rio, 30" Bar Stool, Upholstered Seat & Plastic Back, A91 Fixed Arm		\$278.52	\$557.04
	Frame Information FC2 Silver Frame			
	Glide Option Selection GL1 Standard Multi-Surface Glide			
	Plastic Shell Color Selection SC20 Latte			
	CA Technical Bulletin 133 Fire Std Option for Fabric Selection - No Selection			
	Fabric Grade Selection FG4 Fabric Grade 4			
	Fabric Grade 4 Selection MESSENGER Messenger Standard Color Selection			
	R			
	Messenger Color Selections 458640-060 Peridot			
2	<b>3260.TT9</b> Uni, Rectangular Laptop Table		\$229.68	\$459.36
	Top and Edge Selection TM3 Laminate Top and Polymer Edge			
	Metal Finishes BF01 Silver			
	Laminate Finishes TL16 Frosty White			
	Package Option Selection P3 Final Assembly Required			
1	<b>3271.TBT4.TR3636</b> Parallon Tabletop, X-Base, 36" Round		\$227.92	\$227.92
	Laminate Grade Selection GR2 Grade 2 Laminate			
	Grade 2 Laminate Finishes TL16 Frosty White			
	Edge Profile TE5 Flat Edge			

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Qty	Product	Sell Price	
		Unit	Extended
1	<b>3271.TBT4.TS3636</b> Parallon Tabletop, X-Base, 36" Square Laminate Grade Selection GR2 Grade 2 Laminate Grade 2 Laminate Finishes TL16 Frosty White Edge Profile TE5 Flat Edge	\$227.92	\$227.92
1	<b>3272.TBT4.TR3636TH42</b> Parallon Base, X-Base, For 36" Round Tabletop, 42" Height Base Finish Selection BF01 Silver Foot Style Option LS18 Fixed / Glides	\$166.76	\$166.76
1	<b>3272.TBT4.TS3636TH29</b> Parallon Base, X-Base, For 36" Square Tabletop, 29" Height Base Finish Selection BF01 Silver Foot Style Option LS18 Fixed / Glides	\$156.64	\$156.64
2	<b>ENV.BH5</b> ENVOI, HIGHBACK LOUNGE CHAIR Base Selection BMW Wood Base Wood Base Color Selection BF08 Uptown Cylinder Selection CH5 Free Swivel, Fixed Height Cylinder Glide Selection GL1 Standard Multi-Surface Glide Moisture Barrier ~ No Moisture Barrier CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection MESSENGE Messenger Standard Color Selection R Messenger Color Selections 26-0070014-0 061 Capri 323 Package Option Selection P3 Partially Assembled in Carton	\$1,223.64	\$2,447.28
2	<b>ENV.BH5</b> ENVOI, HIGHBACK LOUNGE CHAIR Base Selection BMW Wood Base Wood Base Color Selection BF08 Uptown Cylinder Selection CH5 Free Swivel, Fixed Height Cylinder Glide Selection GL1 Standard Multi-Surface Glide Moisture Barrier ~ No Moisture Barrier CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection MESSENGE Messenger Standard Color Selection R Messenger Color Selections Catalyst Package Option Selection P3 Partially Assembled in Carton	\$1,223.64	\$2,447.28
1	<b>PAS.FS1.OS1</b> PASEA MINI ROUND OTTOMAN Base Color LBC2 Graphite Table Top Selection TM0 No Table Top Moisture Barrier/ CAL 133 Selection ~ No Selection CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Bench Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection DEKA Deka Standard Color Selection Deka Color Selection COPPER Deka Copper Packaging P1 Fully assembled in carton	\$375.32	\$375.32
<b>Subtotal for 120 ADULT</b>			<b>\$7,525.76</b>

**123 CHILDREN**

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Qty	Product	Sell Price	
		Unit	Extended
2	<b>1051FT1.PS</b> Rio, Four Leg Chair, Plastic Back & Seat, Armless	\$127.60	\$255.20
	Frame Information      FC2      Silver Frame		
	Tablet Arm             ~        No Tablet Arm		
	Caster/Glide Option Selection      GL1      Standard Multi-Surface Glide		
	Plastic Shell Color Selection      SC23      Tangerine		
	CA Technical Bulletin 133 Fire Std Option      ~      No Selection		
	for Plastic Selection		
	Packaging Options      AC      Fully Assembled in Carton		
1	<b>128FF</b> 1-1/8" Core, 60 Flower, Std Lam, Banded Flat Edge, Adj Ht 21"-29", Std Nylon Glide	\$331.52	\$331.52
	1 1/8" Core		
	Standard Leg Color - Titanium/Chrome		
	Standard Laminate - Classic Linen		
	Egebanding - Blueberry		
	Std Nylon Glide		
1	<b>3260.TT9</b> Uni, Rectangular Laptop Table	\$229.68	\$229.68
	Top and Edge Selection      TM3      Laminate Top and Polymer Edge		
	Metal Finishes      BF01      Silver		
	Laminate Finishes      TL16      Frosty White		
	Package Option Selection      P3      Final Assembly Required		
1	<b>A1236MBC</b> Bookshelf, Std Lam, 36"H x 37 1/4"W x 12"D	\$281.60	\$281.60
	Laminate - Jubilee Oak		
1	<b>AS4L14</b> Alphabet, 14H 4-Leg Chair, CH/PC Frame, Std Glide	\$89.96	\$89.96
	Purple Iris		
	Chrome		
1	<b>AS4L14</b> Alphabet, 14H 4-Leg Chair, CH/PC Frame, Std Glide	\$89.96	\$89.96
	Orange		
	Chrome		
1	<b>AS4L14</b> Alphabet, 14H 4-Leg Chair, CH/PC Frame, Std Glide	\$89.96	\$89.96
	Apple Green		
	Chrome		
1	<b>AS4L14</b> Alphabet, 14H 4-Leg Chair, CH/PC Frame, Std Glide	\$89.96	\$89.96
	Blueberry		
	Chrome		
3	<b>ASPOT16.G2</b> Soft Seating, Padded Floor Seat, 16D x 3H, Vinyl	\$170.67	\$512.01
	Designtex Grade 2 - Alphabet Apricot A26		
3	<b>ASPOT16.G2</b> Soft Seating, Padded Floor Seat, 16D x 3H, Vinyl	\$170.67	\$512.01
	Designtex Grade 2 - Alphabet Mediterranean A45		

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Qty	Product	Sell Price	
		Unit	Extended
3	<b>ASPOT16.G2</b> Soft Seating, Padded Floor Seat, 16D x 3H, Vinyl DesignTex Grade 2- Alphabet Apple A25	\$170.67	\$512.01
1	<b>ASPOT16.S</b> Soft Seating, Padded Floor Seat, 16D x 3H, Vinyl, Single Pack DesignTex Grade 2 - Alphabet Apple A25	\$177.07	\$177.07
1	<b>ASPXLCAD.H.4</b> Soft Seating, Wire Pixel Caddy, 18"D x 33"H, Titanium	\$246.61	\$246.61
2	<b>OA100S</b> Club Chair, single fabric, not fire retardant 3AR08 aristo green apple	\$1,097.28	\$2,194.56
1	<b>PAS.FS1.OS1</b> PASEA MINI ROUND OTTOMAN Base Color LBC2 Graphite Table Top Selection TM0 No Table Top Moisture Barrier/ CAL 133 Selection - No Selection CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Bench Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection DEKA Deka Standard Color Selection Deka Color Selection NORDIC Deka Nordic Packaging P1 Fully assembled in carton	\$375.32	\$375.32
1	<b>PAS.FS1.OS1</b> PASEA MINI ROUND OTTOMAN Base Color LBC2 Graphite Table Top Selection TM0 No Table Top Moisture Barrier/ CAL 133 Selection - No Selection CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Bench Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection DEKA Deka Standard Color Selection Deka Color Selection PERIDOT Deka Peridot Packaging P1 Fully assembled in carton	\$375.32	\$375.32
1	<b>PAS.FS1.OS1</b> PASEA MINI ROUND OTTOMAN Base Color LBC2 Graphite Table Top Selection TM0 No Table Top Moisture Barrier/ CAL 133 Selection - No Selection CAL 133 Option - No CAL 133 Fabric Option USU Single Upholstered Bench Single Upholstered FG4 Fabric/Vinyl Grade 4 Fabric Grade 4 Selection DEKA Deka Standard Color Selection Deka Color Selection REFRESH Deka Refresh Packaging P1 Fully assembled in carton	\$375.32	\$375.32
1	<b>PAS.FS1.OS1</b> PASEA MINI ROUND OTTOMAN	\$375.32	\$375.32

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Qty	Product			Sell Price	
		Unit	Extended	Unit	Extended
	Base Color	LBC2	Graphite		
	Table Top Selection	TM0	No Table Top		
	Moisture Barrier/ CAL 133 Selection	-	No Selection		
	CAL 133 Option	-	No CAL 133		
	Fabric Option	USU	Single Upholstered		
	Bench Single Upholstered	FG4	Fabric/Vinyl Grade 4		
	Fabric Grade 4 Selection	DEKA	Deka Standard Color Selection		
	Deka Color Selection	VIOLET	Deka Violet		
	Packaging	P1	Fully assembled in carton		
1	<b>SP-A1236</b> Super Pack for Book Shelf			\$56.75	\$56.75

**Subtotal for 123 CHILDREN \$7,170.14**

**X-SERVICES**

1	<b>Design Services</b> Design Services			\$11,224.00	\$11,224.00
1	<b>Freight Chg</b> Artcobell Freight Charges			\$508.95	\$508.95
1	<b>Install</b> Installation Services - Figured During Regular Business Hours			\$11,490.25	\$11,490.25

**Subtotal for X-SERVICES \$23,223.20**

Total Sell: \$88,309.43

**Total: \$88,309.43**

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

\*\*\* A purchase order or approved signature is required to process this order for the above products and services. The products are manufactured per your specifications and are NOT REFUNDABLE. All applicable sales tax will apply.

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**Terms and Conditions of Sale (Furniture)**

All terms and conditions described herein are understood to constitute material terms and conditions upon which the prices offered by Pigott, Inc. (hereinafter "Pigott") are expressly conditioned. Any attempt to remove, alter, invalidate, amend, or nullify these terms and conditions from any future or subsequent contract shall be deemed invalid or void, unless Pigott is provided specific additional consideration for such removal, alteration, nullification, or amendment.

If any clause or provision of these Terms and Conditions of Sale is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the Terms and Conditions of Sale shall not be affected thereby and shall remain in full force and effect.

**Purchase of Product & Provision of Services**

This Agreement for the purchase of product and the provision of services must be submitted by Buyer to Pigott before Pigott can place production orders to the appropriate manufacturers for any furnishings and finish materials.

Customer retains Pigott to perform, and Pigott agrees to perform services for Buyer. Pigott shall use its best efforts in the performance of the Services.

It is agreed and understood that Pigott's relationship to Buyer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee, or joint venture of the other party.

**Cancellation & Changes**

In the event this proposal is accepted by the Buyer, it is understood and agreed that it cannot be canceled or modified. Upon authorized signature and/or purchase order, product cannot be canceled, modified, returned, or refunded.

**Billing & Payment Terms**

For existing commercial customers and new commercial customers that have completed a new client application, a deposit of 50% will be required for all orders over \$10,000. Order(s) will be placed upon receipt of deposit payment. Remaining balance of product and related services will be billed upon substantial completion of project and will be due 15 days from the date of the invoice.

All personal orders will be required to pay 100% prior to order placement.

If Buyer delays delivery beyond originally agreed-upon installation date, and Pigott or Buyer has received product, Buyer will be billed for 90% of total sale price on the originally agreed upon installation date. The remaining 10% of the total sale price will be billed upon product delivery/installation. In addition, if Buyer delays delivery of product beyond 15 days of original agreed-upon delivery/installation date, Buyer will be assessed storage fees.

**Security Interest**

To secure payment of obligations of Buyer to Pigott for goods provided to Buyer, including interest, late payment fees, and collection costs (collectively, the "Obligations"), Buyer hereby grants to Pigott a security interest (as that term is defined in Article 9 of the U.C.C. as enacted in Iowa) in all goods sold by Pigott, whenever and by whomever delivered, directly or indirectly, to or for the benefit of Buyer, wherever located, now owned and hereafter acquired, and all proceeds from the sale or other disposition of the foregoing

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(collectively the "Collateral"). Pigott's security interest attaches at the time of Buyer's receipt of goods. The security interest granted hereunder shall constitute at all times a valid first priority security interest vested in Pigott in and upon all of the Collateral pursuant to Section 9 of the U.C.C. and shall not become subordinate or junior to the security interests, liens, encumbrances or claims of any other person, firm or corporation, including the United States or any department, agency or instrumentality thereof, or any state, county or local governmental agency.

**Maintenance and Repair**

All furniture is guaranteed according to manufacturer's published warranty. NO WARRANTIES OTHER THAN THE MANUFACTURER'S PUBLISHED WARRANTY APPLY. PIGOTT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Non-warranted repairs and maintenance will be billed at the then-current market rate, including but not limited to, trip charge(s) and applicable materials charges.

**Insurance**

Pigott agrees to furnish insurance for products stored in our facilities or in transit in our trucks. Buyer agrees to provide insurance coverage for product at Buyer's location, including work-in-progress, stored material and installed products.

**Scope of Work Changes/Change Order Process**

Pigott will accept scope change requests that are submitted in writing and signed by both Pigott and Buyer. Changes submitted after final plan approval which result in additional work will be billed consistent with current unit pricing, plus for other costs, including but not limited to design services and labor at the current market rate, trip charge(s) and applicable materials charges. Buyer also agrees to an extension in any identified or existing schedule, commensurate with any delays in product delivery caused by the changes.

**Design Services**

Pigott shall use commercially-reasonable efforts to ensure that all deliverables are designed to comply with applicable rules, codes and regulations, such as the Americans with Disabilities Act ("ADA"). Notwithstanding, Buyer acknowledges and agrees that Pigott is not a licensed design professional and makes no representations, warranties, or covenants in connection with such rules, codes or regulations. The compliance of deliverables with any such rules, codes or regulations shall be the responsibility of Buyer.

**Drop Shipments**

For any products shipping directly from manufacturer, without contracting Pigott for receiving or installation services, it will be Buyer's responsibility to receive, inspect and note any damages or shortages on the bill of lading at the time of receipt. Damages or shortages must be reported to Pigott within 48 hours of delivery so the appropriate claim may be filed. Buyer agrees that failure to notify Pigott of any damages or shortages within this time period shall operate as a waiver of any and all claims, rights, or remedies arising out of the alleged damages or shortages.



**Delivery and Installation**

Seller will inform Buyer of an estimated date of delivery when seller receives an estimated shipping date from its supplier or manufacturer. The estimated delivery date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change.

If delivery and/or installation services are requested as part of the proposal, the following provisions apply:

**1. Ship-To Location:**

When delivery changes from agreed upon site to an alternate receiving location, additional pricing considerations related to labor, travel or other associated fees may apply.

**2. Condition of Job Site:**

The job site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.

**Unfinished Space:**

If the space is not complete and ready for furniture, the Buyer agrees to pay any and all charges Pigott incurs as extras due to double-handling, delay in work progress, offsite storage and additional cleaning.

**Hold-To Dimensions:**

When plans are provided by Buyer/Owner, architect or contractor, Buyer is responsible for providing accurate plans. When furniture solutions require a hold-to dimension, Pigott will provide critical dimensions. Deviations of noted hold-to dimensions are not the responsibility of Pigott.

**Electrical/Plumbing/Voice Data:**

Buyer is responsible for providing licensed electrician to hardwire furniture power in-feeds to the building's power source, as well as purchasing the necessary electrical conduit, boxes, receptacles, and voice/data faceplates for installation into the furniture. Pigott will provide the power in-feeds unless noted. Electrical contractor is responsible for cutting and/or replacing ceiling tiles for power poles. Buyer is responsible for purchasing, coordinating, and installing all wire mold and fixtures, (I.E., plumbing, valves, sink units, eye washes, and showers).

**Electrical Hookup:**

Hardwiring of electrical is not included and must be supplied by a licensed electrician.

**3. Job Site Service:**

Electrical current, heat, hoisting and/or elevator access will be provided by Buyer without charge to Pigott. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall also be provided by Buyer.



**4. Delivery Hours:**

Delivery to or receiving of product at the job site will be made Monday - Friday, 7:00 AM - 3:30 PM unless otherwise specifically agreed upon. Overtime work performed at Buyer's request will be billed at overtime rates.

**5. Damage:**

After product delivery to Buyer's location, loss, or damage by weather, outside contractor/trades, by fire or other element shall be the responsibility of the Buyer, and the Buyer agrees to hold Pigott harmless from any such loss.

**6. Cleaning:**

Pigott will provide a single wipe-down, dusting, and vacuuming of the installed furniture/area upon installation completion, prior to punch-out/walk-through. Subsequent cleanings will be the responsibility of the Buyer.

**Liability:**

In no event will Pigott be held responsible for special or consequential damages arising from, connected with, or incidental to, the sale or services provided. Liability of Pigott to Buyer for any and all claims, damages, losses, expenses, or cause of action shall, in the aggregate, not exceed the amounts actually paid by Buyer for the sale and/or services from which the claims arise or to which the claims are related.

**Interest, Fees, and Costs:**

Buyer agrees that Pigott shall be entitled to recover all costs incurred in enforcing any provision of these Terms and Conditions of Sale, including court costs and attorney's fees. Pigott shall also be entitled to collect interest on any amounts due and outstanding to Pigott, under any applicable statutory provision and then-current rate of interest.

**Time for Commencing Action:**

Buyer expressly agrees that the statute of limitations for any claim whatsoever arising from or related to the sale or services provided shall be two years from the time the cause of action accrues. This provision shall not serve to modify any applicable statute of repose.

**General Acknowledgment**

By signing below, Buyer acknowledges that the terms and conditions contained in this document have been fully read and are understood. Furthermore, the Buyer agrees that these terms and conditions are the basis of the current and future business transactions between the Buyer and Pigott. These terms and conditions supersede and replace all prior and contemporaneous agreements, negotiations, representations, and warranties. These terms and conditions cannot be modified except by written agreement signed by both Buyer and Pigott.

**Buyer's Company Name**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

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Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: City Council Meeting December 23, 2024  
From: Deanna McCusker, Interim City Administrator

It has been normal practice to cancel the 2<sup>nd</sup> meeting in December since it falls during the busy holiday season. I propose that we cancel the December 23<sup>rd</sup> council meeting. We are able to take care of items at the December 16<sup>th</sup> meeting and January 13<sup>th</sup> meeting. If council is agreeable, please consider approving Resolution 108-24.

Note: I was looking at a calendar in my office and it appeared as though the 30<sup>th</sup> would be the 2<sup>nd</sup> meeting, when in fact the 2<sup>nd</sup> meeting is the 23<sup>rd</sup>. Sorry for the incorrect date initially.

**RESOLUTION #108-24**

**A RESOLUTION TO CANCEL DECEMBER 23, 2024 CITY COUNCIL MEETING**

Whereas, the City Council holds its Regular City Council Meetings on the second and fourth Monday of each month, and;

Whereas, the second City Council Meeting in December falls during the busy holiday season, and;

Whereas, the City Council can take care of regular business at the first meetings in December and January without interruption to City operations, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, will cancel the December 23, 2024 Regular City Council Meeting.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Hourly Wage Increase for Police Officer Brad Staner  
From: Deanna McCusker, Interim City Administrator

City Council approved paying a shift differential of \$1.50 per hour for full-time police officers working between 3:00 p.m. and 7:00 a.m. beginning June 21, 2024. At this time, it currently only affects police officer Brad Staner. After reviewing his time sheets since June 21, 2024, his hours worked are between 3:00 p.m. and 7:00 a.m. 87% of the time. Of the remaining 13% of his hours, it falls out of that range due to attending court or coming in earlier on Thursdays when the Police Chief is off. The calculation of a shift differential on minimal hours requires manual calculation by the city clerk since the payroll software is unable to calculate it. When the majority of his hours are being paid at the increased wage amount, it makes sense to increase his overall hourly wage by \$1.50 per hour.

I would recommend that council approve a wage increase of \$1.50 per hour for a total wage of \$31.33 per hour for Police Officer Brad Staner.

**RESOLUTION #109-24**

**A RESOLUTION APPROVING A HOURLY PAY INCREASE FOR POLICE OFFICER  
BRAD STANER BEGINNING NOVEMBER 8, 2024**

Whereas, on April 22, 2024, City Council approved a police shift differential for full-time hourly police officers that began effective June 21, 2024; and,

Whereas, the shift differential was an additional \$1.50 per hour for full-time police officers working between 3:00 p.m. and 7:00 a.m.; and,

Whereas, currently this affects only Officer Brad Staner and after reviewing his time sheets from June 21, 2024 thru October 10, 2024, 87% of his hours are worked between 3:00 p.m. and 7:00 a.m.; and,

Whereas, the hours worked outside of that timeframe are due to court attendance and adjusting his hours on Thursdays.

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CASCADE, IOWA,  
that:

Section I. That the City Clerk is hereby authorized to compensate Police Officer Brad Staner \$31.33 per hour beginning November 8, 2024.

PASSED AND APPROVED this 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



1500 - 0100  
 3PM - 7AM  
 NIGHT PAY

NIGHT  
 SHIFTS  
 differential  
 pay

43 hrs  
 0.15 REG

42 hrs  
 0.75 REG  
 1.90 REG

85.0

3.0 REG  
 8.0 HOLIDAY  
 0.90 NIGHT

00.0  
 5.0 OT

00.0 TOTAL

EMPLOYEE Brad Stancer  
 PAY PERIOD ENDING 7/4/2024  
 SUPERVISOR Frederick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	6/21/2024	1600	0300						11
Saturday	6/22/2024	1715	0345						10 1/2
Sunday	6/23/2024								
Monday	6/24/2024								
Tuesday	6/25/2024								
Wednesday	6/26/2024	1615	0445						10 1/2
Thursday	6/27/2024	<del>1600</del> 1415	0445						11 1/2
Friday	6/28/2024								
Saturday	6/29/2024								
Sunday	6/30/2024								
Monday	7/1/2024	1645	1845					8	2 = 10 hrs
Tuesday	7/2/2024	<del>1600</del> 1615	0215						10
Wednesday	7/3/2024	1415	0145						11 1/2
Thursday	7/4/2024	1330	2400						10 1/2
TOTALS									
Employee Signature		Brad Stancer							
Supervisor Signature		Frederick J Heim				7-4-24			
City Administrator Signature						9/3/24			

172

EMPLOYEE Brad Stamer  
 PAY PERIOD ENDING 7/18/2024  
 SUPERVISOR Fredrick J. Heim

STAMER → NIGHT STAFF

3:00pm → 7 AM  
 41.50  
 EXTRA  
 PER HOUR  
 15.00 - 07.00

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	7/5/2024	1600	0230						10 1/2
Saturday	7/6/2024	1615	0300						10 3/4
Sunday	7/7/2024								
Monday	7/8/2024	1500	0200						11
Tuesday	7/9/2024								
Wednesday	7/10/2024								
Thursday	7/11/2024	1530	0200						10 1/2
Friday	7/12/2024								
Saturday	7/13/2024								
Sunday	7/14/2024								
Monday	7/15/2024	1600	0200						10
Tuesday	7/16/2024	1630	0230						10
Wednesday	7/17/2024	1630	0300						10 1/2
Thursday	7/18/2024	1330	0130						12 hrs
TOTALS									
Employee Signature									
Supervisor Signature									
City Administrator Signature									

42 3/4

42 1/2  
 15 REG / 10.50 NIGHT  
 85.50

15 REG  
 78.50 NIGHT

80.0  
 15.25 OT  
 95.25 TOTAL

~~OTHER~~

NIGHT SHIFT 3 PM - 7 AM  
1500 - 1900

EMPLOYEE Brad Stancer  
PAY PERIOD ENDING 8/1/2024  
SUPERVISOR Fredrick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	7/19/2024	1330	415						15 3/4
Saturday	7/20/2024	1600	0330						11 1/2
Sunday	7/21/2024								
Monday	7/22/2024								
Tuesday	7/23/2024								
Wednesday	7/24/2024	1600	0200						10 hrs
Thursday	7/25/2024	1400	1700	2145	0415				10 1/2 hrs
Friday	7/26/2024								
Saturday	7/27/2024								
Sunday	7/28/2024								
Monday	7/29/2024	1615	0215						10 hrs
Tuesday	7/30/2024	1945	0300						7 1/4
Wednesday	7/31/2024	1600	0200						10
Thursday	8/1/2024	1345	0330						13 3/4
<b>TOTALS</b>									
Employee Signature		Brad Stancer							
Supervisor Signature		Fredrick J Heim							
City Administrator Signature									

1.5 REG 1425 NIG  
11.5 NI

47 3/4

100 NIG  
110 REG 95 NIG

41 hrs

10 NIG  
7.5 NIG  
10 NIG  
12.50 NI

1.25 R  
3.75 REG  
80.00  
80.00  
80.00

3.75 REG  
74.25 NIG  
80.00  
80.00

80.00  
80.00

NIGHT DAY 3pm - 7am  
 1500 - 19  
 0100

EMPLOYEE Brad Stamer  
 PAY PERIOD ENDING 8/15/2024  
 SUPERVISOR Fredrick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	8/2/2024	1600	0745						10 3/4
Saturday	8/3/2024	1645	0745						10
Sunday	8/4/2024								
Monday	8/5/2024								
Tuesday	8/6/2024	1600	2330						7 1/2
Wednesday	8/7/2024	1630	0230						10
Thursday	8/8/2024			1300	0130				12 1/2
Friday	8/9/2024	1400	1500						1
Saturday	8/10/2024								
Sunday	8/11/2024								
Monday	8/12/2024	1600	0730						10
Tuesday	8/13/2024	1615	0215						10
Wednesday	8/14/2024	1615	0215						10
Thursday	8/15/2024	1330	0030						11
TOTALS									
Employee Signature		<i>Brad Stamer</i>		Date	8-15-24				
Supervisor Signature		Fredrick J Heim		Date	9/3/24				
City Administrator Signature		<i>[Signature]</i>		Date					

R  
 50 3/4 hrs  
 2.0  
 1.0  
 42 hrs  
 1.5  
 10.0  
 10.0  
 10.0  
 9.5  
 40.25

Reason  
 4.5  
 Night  
 88.25

4.5 REASON  
 75.5 NIGHT  
 90  
 12.75 OT  
 92.75

7:50 SHFT DIFFERENTIAL

Hours  
1500 → 0100

EMPLOYEE Brad Stamer  
 PAY PERIOD ENDING 8/29/2024  
 SUPERVISOR Fredrick J. Heim

NIGHT 6.25

10.75  
10.50

12.75  
10.00  
[6.00] total [5.75] 6.25

10.0  
10.75  
10.00  
40.0  
9.75 Sick  
9.75 SICK

(FH) 74.25 11.50  
70.25 15.50  
85.75

76 REG (night)  
9.75 SICK

85.75 TOTAL

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	8/16/2024	1600	0745						10.75
Saturday	8/17/2024	1600	0730						10.5
Sunday	8/18/2024								
Monday	8/19/2024								
Tuesday	8/20/2024								
Wednesday	8/21/2024	1600	0745						13.75
Thursday	8/22/2024	1315	0100						11.75 14.75
Friday	8/23/2024								
Saturday	8/24/2024								
Sunday	8/25/2024								
Monday	8/26/2024	1600	0700						10.0
Tuesday	8/27/2024	1600	0715						10.75
Wednesday	8/28/2024	1600	0200						10.0
Thursday	8/29/2024						9.75		
<b>TOTALS</b>									
Employee Signature									
Supervisor Signature	Fredrick J Heim								
City Administrator Signature	<i>[Signature]</i>								

70.25 NIGHT  
9.75 SICK  
5.75 OT  
85.75

70.25 REG  
9.75 SICK  
80  
5.75 OT  
85.75 TOTAL



0700  
1500-1900  
Night  
1.50

EMPLOYEE Brad Staner  
 PAY PERIOD ENDING 9/12/2024  
 SUPERVISOR Fredrick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
Friday	8/30/2024					10.0			10.0
Saturday	8/31/2024								
Sunday	9/1/2024								
Monday	9/2/2024							8.0	8.0
Tuesday	9/3/2024								
Wednesday	9/4/2024	1600	0745						10 3/4
Thursday	9/5/2024	1745	0730						11 1/4
Friday	9/6/2024	0830	1100						2 1/2
Saturday	9/7/2024								
Sunday	9/8/2024								
Monday	9/9/2024	1730	0500						11 1/2
Tuesday	9/10/2024	1615	0215						10
Wednesday	9/11/2024	1530	0200						10 1/2
Thursday	9/12/2024	1730	2330						11
TOTALS									
Employee Signature		<i>Brad Staner</i>				9-12-24	Date		
Supervisor Signature		Fredrick J Heim					Date		
City Administrator Signature		<i>[Signature]</i>				9/19/24	Date		

Vac

40 hrs

Count Forward

45 1/2 hrs

Regular

Night

3.25  
2.5  
2.5  
8.25

10.75  
8  
11.5  
10  
10.5  
8.5

2.75  
PT

5.5  
OT

59.25

Night

1.5

Night

Reg

12

10 1/2

11

11

10 1/2

12

10 1/2

11 1/4

88.75

45 1/2

43 1/4

(5.11)

EMPLOYEE Brad Stancer  
 PAY PERIOD ENDING 9/26/2024  
 SUPERVISOR Fredrick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	9/13/2024	1530	0330						<del>12</del> 10 1/2
Saturday	9/14/2024	1700	0330						
Sunday	9/15/2024								
Monday	9/16/2024								
Tuesday	9/17/2024								
Wednesday	9/18/2024	1600	0300						11
Thursday	9/19/2024	1400	0300						12
Friday	9/20/2024								
Saturday	9/21/2024								
Sunday	9/22/2024								
Monday	9/23/2024	1600	0300						11
Tuesday	9/24/2024	1600	0230						10 1/2
Wednesday	9/25/2024	1730	0400						10 1/2
Thursday	9/26/2024	1430	0145						11 1/4
<b>TOTALS</b>									
Employee Signature		<i>Brad Stancer</i>							
Supervisor Signature		Fredrick J Heim							
City Administrator Signature									
				Date					
				Date					
				Date					

9-26-24

EMPLOYEE: Brad Stancer  
 PAY PERIOD ENDING 10/10/2024  
 SUPERVISOR: Fredrick J. Heim

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	VACATION	SICK	HOLIDAY	TOTAL
	2024								
Friday	9/27/2024	1600	0830						10 1/2
Saturday	9/28/2024	1600	0830						11
Sunday	9/29/2024								
Monday	9/30/2024								
Tuesday	10/1/2024	1345	2400		12				10 1/4
Wednesday	10/2/2024	<del>1400</del>							<del>10 1/4</del>
Thursday	10/3/2024	1530	0200						10 1/2
Friday	10/4/2024								
Saturday	10/5/2024								
Sunday	10/6/2024								
Monday	10/7/2024	1600	0800						10
Tuesday	10/8/2024	1600	0815						10 1/4
Wednesday	10/9/2024	1600	0200						10
Thursday	10/10/2024	1430	0845						10 1/4
<b>TOTALS</b>									
Employee Signature	<u>Brad Stancer</u>		Date	10-10-24					
Supervisor Signature	<u>Fredrick J Heim</u>		Date						
City Administrator Signature			Date						

42 1/4

40 1/2

FH

OT 2.75  
 Night 80

(49.995)





Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: IA 136/Johnson Street Pay Application #6  
From: Deanna McCusker, City Administrator

Pay Application #6 represents payment on 91% of the project. To date, we have received reimbursement for Pay App 1, 2 and 3 only for a total of \$46,696.44. We are still waiting for reimbursement for Pay App 1B for \$114,000, Pay App 4 for \$94,327.06 and 5 for \$397,867.47 and then this Pay App once the reimbursement is submitted. We will have a final pay application which will reflect review of quantities actually used compared to the bid quantities. Then there will be the retainage pay app. Once the final pay application is ready, we will also accept the project.

**RESOLUTION NO. 110-24**

**A RESOLUTION APPROVING PAY APPLICATION NO. 6 FOR THE IA 136/JOHNSON STREET RECONSTRUCTION PROJECT IN THE CITY OF CASCADE, IOWA**

WHEREAS, Midwest Concrete, Inc., Peosta, Iowa, was awarded the IA 136/Johnson Street Reconstruction Project by the City Council at its regular meeting on February 12, 2024 by Resolution 15-24 in the amount of \$1,654,872.30; and,

WHEREAS, the project engineer has tabulated the project costs through October 21, 2024 for the IA 136/Johnson Street Reconstruction Project; and,

WHEREAS, the contract engineer does recommend approval of Pay Application No. 6 for the project in the amount of \$486,956.64, with a balance to finish including retainage of \$155,366.68.

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

Section 1. That Payment No. 6, IA 136/Johnson Street Reconstruction Project, dated October 21, 2024 in the amount of \$486,956.64 is made part of this resolution.

Section 2. That the City Council accepts and approves Contractor's Application for Payment No. 6 as presented.

Section 3. That the Mayor is hereby authorized and directed to execute Payment No. 6 on behalf of the City of Cascade and the City Clerk shall issue payment upon approval by the City Council and execution by the Mayor.

PASSED AND APPROVED this 28<sup>th</sup> day of October 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



October 21, 2024

Honorable Mayor Knepper and City Council  
City of Cascade  
320 1st Ave W  
Cascade, IA 52033

Re: Contractor's Application for Payment No. 6  
IA 136/Johnson Street Reconstruction Project  
MSA Project No. 00447040

Dear Mayor Knepper and City Council:

Attached please find three (3) originals of the Contractor's Application for Payment No.6 for the IA 136/Johnson Street Reconstruction Project.

Requested payment by Midwest Concrete, Inc. is in the amount of **\$486,956.64**. The requested payment by the Contractor during this pay period is to pay for concrete pavement, sidewalks, and finish grading work.

It is our recommendation that the City Council approve Pay Application No.6 for Midwest Concrete, Inc. at the next regular Council meeting.

Please do not hesitate to contact me with any questions or comments regarding the information presented herein.

Sincerely,  
**MSA Professional Services, Inc.**

A handwritten signature in blue ink, appearing to read "Cody Lawler", is written over the typed name and title.

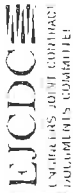
Cody Lawler, PE  
Engineer - MSA Dubuque

File

400 Ice Harbor Drive  
Suite 110  
Dubuque, IA 52001

**P** (563) 582-3973  
**TF** (888) 869-1214  
**F** (563) 582-4020

[www.msa-ps.com](http://www.msa-ps.com)



CONTRACTORS' JOINT CONTRACT COMMITTEE


# Contractor's Application for Payment No. 6

To (Owner): City of Cascade  
320 1st Ave. W  
Cascade, Iowa 52033  
Project: PCC PAVEMENT-REPLACE IA 136  
Project No.: STPN-136-2(42)--2J-53

Application Period: 9/21/24-10/11/24  
Application Date: 10/21/2024

From (Contractor): MIDWEST CONCRETE, INC.  
Contractor Address: 9835 Midwest Lane  
Peosta, Iowa 52068

Consultant Engineer: MSA Professional Services, Inc.  
Engineer's Project No.: 00447040



Number	Approved Change Orders	Additions	Deductions
1		\$792,931.00	\$292,931.00
2		\$74,530.00	\$44,435.00
3		\$5,886.10	\$0.00
4		\$68,785.00	\$76,385.00
TOTALS		\$442,132.10	\$413,751.00
NET CHANGE BY CHANGE ORDERS		\$28,381.10	

1. ORIGINAL CONTRACT PRICE..... \$ **\$1,654,872.30**

2. Net change by Change Orders..... \$ **\$28,381.10**

3. Current Contract Price (Line 1 + 2)..... \$ **\$1,683,253.40**

4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates)..... \$ **\$1,557,886.72**

5. RETAINAGE:

a. 3% X \$1,557,886.72 Work Completed..... \$ **\$30,000.00**

b. 0% X \$0.00 Stored Material..... \$ **\$0.00**

c. Total Retainage (Line 5.a + Line 5.b)..... \$ **\$30,000.00**

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ **\$1,527,886.72**

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ **\$1,040,930.08**

8. AMOUNT DUE THIS APPLICATION..... \$ **\$486,956.64**


9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ **\$155,366.68**

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following

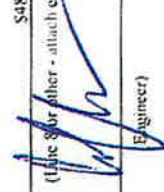
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:   
By: **Scott Berges**  
Date: **10/16/24**

Payment of: \$ **\$486,956.64**  
(Line 8 or other - attach explanation of the other amount)

is recommended by:   
Engineer  
Date: **10/16/24**

Payment of: \$ **\$486,956.64**  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner)  
Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable)  
Date: \_\_\_\_\_





Progress Estimate

Contractor's Application for Payment No. 6

Client Name: City of Chaska 1301 Lake Ave. W Chaska, MN 55124 Project: 13-1 PAVT - 36 RJ RI P/AC - IA 13 Project No.: S1PR13-0217-27-53	Application Period: 9/21/24-10/1/24 10/21/24	Application Date: 10/21/24
Team Contractor: MHDW-SI CONSULTING INC 9835 Midvale Lane Plympton Iowa 52608	Consultant Engineer: MSA Professional Services, Inc Engineer's Project: 65791	
Contractor Address: 9835 Midvale Lane Plympton Iowa 52608		



Bid Item No.	Item Code	Item Description	A		B			C			D			E			Materials Presently Stored (net of 1)	Total Completed and Stored to Date (C + E)	% Complete (F/H)	Value for Work Installed to Date	Value of Work Installed to Date
			Units	Qty	Unit Price	Total Value of Item (\$)	Quantities from Previous PA Applications	Quantities Installed to Date	Work Completed to Date	Work Installed to Date	Value of Work Installed to Date	Value of Work Installed to Date	Value of Work Installed to Date	Value of Work Installed to Date							
DIVISION 1																					
DIVISION 2 TOTALS																					
DIVISION 3																					
8000	2135010100	Manganese Storm Sewer SW 100 18IN	1.0	1.0	\$1,500.00	\$ 1,500.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$1,500.00	\$1,500.00	100.00%	\$1,500.00	\$1,500.00	
8002	2135010100	Manganese Storm Sewer SW 101 60IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8003	2135010100	Manganese Storm Sewer SW 101 24IN	1.0	1.0	\$7,500.00	\$ 7,500.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$7,500.00	\$7,500.00	100.00%	\$7,500.00	\$7,500.00	
8004	2135010100	Brandegee SW 301	8.0	1.0	\$1,250.00	\$ 1,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$1,250.00	\$1,250.00	100.00%	\$1,250.00	\$1,250.00	
8005	2135010100	Brandegee SW 501	1.0	1.0	\$5,500.00	\$ 5,500.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$5,500.00	\$5,500.00	100.00%	\$5,500.00	\$5,500.00	
8006	2135010100	Brandegee SW 605	1.0	1.0	\$7,500.00	\$ 7,500.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$7,500.00	\$7,500.00	100.00%	\$7,500.00	\$7,500.00	
8007	2135010100	Brandegee SW 512 36IN	1.0	1.0	\$1,000.00	\$ 1,000.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$1,000.00	\$1,000.00	100.00%	\$1,000.00	\$1,000.00	
8009	2135010100	Marblehead Storm Sewer SW 101 18IN	1.0	1.0	\$1,500.00	\$ 1,500.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$1,500.00	\$1,500.00	100.00%	\$1,500.00	\$1,500.00	
8010	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8011	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8012	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8013	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8014	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8015	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8016	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8017	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8018	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8019	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8020	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
8021	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00	
DIVISION 3 TOTALS																					
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DIVISION 9																					
DIVISION 9 TOTALS																					
DIVISION 10																					
DIVISION 10 TOTALS																					
CHANGE ORDER TOTALS																					
CONTRACT TOTALS																					

8021	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00
8022	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00
8023	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00
8024	2135010100	Marblehead Storm Sewer SW 101 24IN	1.0	1.0	\$6,250.00	\$ 6,250.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	\$6,250.00	\$6,250.00	100.00%	\$6,250.00	\$6,250.00
CHANGE ORDER TOTALS																				
CONTRACT TOTALS																				



Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Cascade Public Library Pay Application #9  
From: Deanna McCusker, City Administrator

Pay Application #9 represents payment on 75% of the project. We have received \$639,063 out of \$1M from Dubuque County. Once I receive the cancelled check for this pay app I will request the final disbursement of the remaining \$360,937. We have received \$50,000 from Jones County. I will be submitting the final reimbursement for the remaining CAT grant funds also. We are finalizing the donations and pledges. There are some expenses like landscaping, donor benches, donor sign, patio furniture and whiteboards that are needed but were not included in the project costs. People are still able to make donations to the foundation or to the city.

**RESOLUTION NO. 111-24**

**A RESOLUTION APPROVING PAY APPLICATION NO. 9 FOR THE CASCADE PUBLIC LIBRARY PROJECT IN THE CITY OF CASCADE, IOWA**

WHEREAS, Garling Construction, Inc., Belle Plaine, Iowa, was awarded the Cascade Public Library Project by the City Council at its regular meeting on December 11, 2023 by Resolution 93-23 in the amount of \$2,923,000; and,

WHEREAS, the project engineer has tabulated the project costs through September 30, 2024 for the Cascade Public Library Project; and,

WHEREAS, the contract engineer does recommend approval of Pay Application No. 9 for the project in the amount of \$381,400.87, with a balance to finish including retainage of \$718,634.95.

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

Section 1. That Payment No. 9, Cascade Public Library Project, dated September 30, 2024 in the amount of \$381,400.87 is made part of this resolution.

Section 2. That the City Council accepts and approves Contractor's Application for Payment No. 9 as presented.

Section 3. That the Mayor is hereby authorized and directed to execute Payment No. 9 on behalf of the City of Cascade and the City Clerk shall issue payment upon approval by the City Council and execution by the Mayor.

PASSED AND APPROVED this 28<sup>th</sup> day of October 2024.

\_\_\_\_\_  
Steve Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



**APPLICATION AND CERTIFICATE FOR PAYMENT**  
AIA DOCUMENT G702

TO (OWNER): PROJECT: Cascade Library  
 City of Cascade  
 320 First Ave W  
 Cascade, IA 52033

FROM: (CONTRACTOR) Michael J Svatosch  
 Garling Construction, Inc.  
 1120 11th Street  
 Belle Plaine, IA 52208  
 CONTRACT FOR: General Construction

ARCHITECT: FEH Design  
 951 Main St  
 Dubuque, IA 52001

APPLICATION NO: 09  
 INVOICE NO: 003299  
 PROJECT NO: 54240  
 ARCHITECT PROJECT NO:  
 OWNER PO NO: 54240

CONTRACT DATE: 12/11/2023  
 FROM: 9/1/2024  
 TO: 9/30/2024

Distribution to:  
 OWNER  
 ARCHITECT  
 LENDOR  
 GENERAL CONTRACTOR  
 CONSTRUCTION MANAGER  
 OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total	\$28,483.18	
Approved this Month		
Number	Date Approved	
TOTALS		\$28,483.18
Net change by Change Orders		

- 1. ORIGINAL CONTRACT SUM ..... \$2,923,000.00
- 2. Net change by Change Orders ..... \$28,483.18
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$2,951,483.18
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$2,350,366.56  
 (Column I on G703)

- 5. RETAINAGE:
  - a. 5.00% of Completed Work ..... \$117,518.33  
 (Column F + G on G703)
  - b. of Stored Material .....  
 (Column H on G703)

Total Retainage (Line 5a + 5b or Total in Column L of G703) ..... \$117,518.33  
 6. TOTAL EARNED LESS RETAINAGE ..... \$2,232,848.23  
 (Line 4 less Line 5 Total)

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$1,851,447.36  
 (Line 6 from prior Certificate).....
- 8. CURRENT PAYMENT DUE ..... \$381,400.87
- 9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$718,634.95  
 (Line 3 less Line 6)

State of: IA  
 Subscribed and sworn to before me this 17th day of October 2024

Notary Public: *Amber Miller*  
 My Commission Expires: 3-6-26



AMOUNT CERTIFIED ..... \$ 381,400.87  
 Three Hundred Eighty One Thousand Four Hundred Dollars and Eighty Seven Cents

**ARCHITECTS CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: *MJ Svatosch*  
 By: *MJ Svatosch*  
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date: 23 October 2024

(Attach explanation if amount certified differs from the amount applied for.)

AIA Document G702, Application and Certificate for Payment, containing  
 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest doll.  
 Use Column L on Contracts where variable retainage for liri

APPLICATION NO: 09  
 INVOICE NO: 003299  
 PROJECT NO: 54240  
 ARCHITECT PROJECT NO:

CONTRACT DATE: 12/11/2023  
 FROM: 9/1/2024  
 TO: 9/30/2024

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
1	<b>DIVISION 01</b>												
2	General Requirements		74,500.00	80%	59,600.00	10%	7,450.00		67,050.00	90%	7,450.00	3,352.50	
3	PM/Super/Admin		189,100.00	60%	113,460.00	10%	18,910.00		132,370.00	70%	56,730.00	6,618.50	
4	Contingency Allowance		75,000.00	18%	13,360.43				13,360.43	18%	61,639.57	668.02	
5	<b>DIVISION 02</b>												
6	Layout/SWPPP		18,700.00	90%	16,830.00	10%	1,870.00		18,700.00	100%		935.00	
7	Mobilization		8,700.00	100%	8,700.00				8,700.00	100%		435.00	
8	Site Demo/Excavation		33,300.00	100%	33,300.00				33,300.00	100%		1,664.99	
9	Mass Fill		50,600.00	100%	50,600.00				50,600.00	100%		2,530.01	
10	Storm Sewer		60,000.00	100%	60,000.00				60,000.00	100%		3,000.00	
11	Sanitary Sewer		5,300.00	100%	5,300.00				5,300.00	100%		265.00	
12	Domestic Service		7,500.00	100%	7,500.00				7,500.00	100%		375.00	
13	Subbase		35,400.00	90%	31,860.00		3,540.00		35,400.00	100%	6,000.00	1,770.00	
14	Final Grading		6,000.00								40,460.00	867.00	
15	Asphalt/Striping		57,800.00	30%	17,340.00				17,340.00	30%			
16	<b>DIVISION 03</b>												
17	Reinforcement		28,600.00	100%	28,600.00				28,600.00	100%		1,430.00	
18	Foundations		97,200.00	100%	97,200.00				97,200.00	100%		4,860.00	
19	Floor Slab		53,200.00	100%	53,200.00				53,200.00	100%		2,660.00	
20	Sidewalks		51,900.00	7%	3,425.40		27,714.60		31,140.00	60%	20,760.00	1,557.00	
21	<b>DIVISION 04</b>												
22	Masonry Material		152,200.00	100%	152,200.00				152,200.00	100%		7,610.00	
23	Masonry Labor		122,900.00	90%	110,610.00	10%	12,290.00		122,900.00	100%		6,145.00	
24	<b>DIVISION 05</b>												
25	Structural Steel		27,200.00	100%	27,200.00				27,200.00	100%		1,360.00	
26	<b>DIVISION 06</b>												
27	Rough Carpentry Material		86,100.00	100%	86,100.00				86,100.00	100%		4,305.00	
28	Heavy Timber Material		102,900.00	100%	102,900.00				102,900.00	100%		5,145.00	
29	Wood Trusses Material		12,200.00	100%	12,200.00				12,200.00	100%		610.00	
30	Finish Carpentry Material		140,200.00			40%	56,080.00		56,080.00	40%	84,120.00	2,804.00	
31	Division 06 Labor		169,900.00	90%	152,910.00				152,910.00	90%	16,990.00	7,645.50	
32	<b>DIVISION 07</b>												
33	Insulation Material		28,900.00	100%	28,900.00				28,900.00	100%		1,445.00	
34	Insulation Labor		14,900.00	90%	13,410.00	10%	1,490.00		14,900.00	100%		745.00	
35	Weather Barriers		26,700.00	100%	26,700.00				26,700.00	100%		1,335.00	
<b>PAGE TOTALS</b>					\$1,313,405.83	76%	\$129,344.60		\$1,442,750.43	83%	\$294,149.57	\$72,137.52	
<b>REGULAR ITEM TOTALS</b>			\$2,923,000.00		\$1,934,774.83	66%	\$401,474.60		\$2,336,249.43	80%	\$586,750.57	\$116,812.47	
<b>CHANGE ORDERS</b>			\$28,483.18		\$14,117.13	50%			\$14,117.13	50%	\$14,366.05	\$705.86	
<b>GRAND TOTALS</b>			\$2,951,483.18		\$1,948,891.96	66%	\$401,474.60		\$2,350,366.56	80%	\$601,116.62	\$117,518.33	

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest doll.  
 Use Column L on Contracts where variable retainage for lin.

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		G COMPLETED THIS MONTH		I PERCENT COMPLETE		J TOTAL COMPLETE AND STORED TO DATE		L BALANCE TO FINISH		M RETAINAGE
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE		
36	TPO Roofing Material		84,500.00	100%	84,500.00	100%					84,500.00	100%		4,225.00	
37	TPO Roofing Labor		43,500.00	100%	43,500.00	100%					43,500.00	100%		2,175.00	
38	Sheet Metal Trims Material		12,800.00	80%	10,240.00	80%	2,560.00		20%		12,800.00	100%		640.00	
39	Sheet Metal Trims Labor		6,700.00	50%	3,350.00	50%			30%		3,350.00	30%	3,350.00	167.50	
40	Joint Sealants		13,600.00				4,080.00		20%		4,080.00	30%	9,520.00	204.00	
41	Fiber Cement Siding		13,400.00	80%	10,720.00	80%	2,680.00		20%		13,400.00	100%		670.00	
42	<b>DIVISION 08</b>														
43	Doors/Frames/Hardware Material		61,200.00	80%	48,960.00	80%	12,240.00		20%		61,200.00	100%		3,000.00	
44	Doors/Frames/Hardware Labor		24,900.00	5%	1,245.00	5%	13,695.00		55%		14,940.00	60%	9,960.00	747.00	
45	Storefronts/Glazing Material		99,500.00	100%	99,500.00	100%					99,500.00	100%		4,975.00	
46	Storefronts/Glazing Labor		52,700.00	60%	31,620.00	60%					31,620.00	60%	21,080.00	1,581.00	
47	<b>DIVISION 09</b>														
48	Drywall Material		33,500.00	15%	5,025.00	15%	28,475.00		85%		33,500.00	100%	15,960.00	1,675.00	
49	Drywall Labor		39,900.00	15%	5,985.00	15%	17,955.00		45%		23,940.00	60%	44,900.00	1,197.00	
50	Acoustical Ceiling & Sounds Units		44,900.00												
51	Flooring		37,900.00	28%	10,510.00	28%	11,600.00		20%		10,510.00	28%	27,390.00	525.50	
52	Painting & Coverings		58,000.00								11,600.00	20%	46,400.00	580.00	
53	<b>DIVISION 10</b>														
54	Visual Display Units		4,400.00	70%	3,093.00	70%			63%		3,093.00	70%	1,307.00	154.65	
55	Signage & Flagpoles		14,700.00	17%	2,500.00	17%	9,260.00				11,760.00	80%	2,940.00	588.00	
56	Protective Wall Covering		5,400.00										5,400.00		
57	Toilet Accessories		6,700.00	61%	4,111.00	61%	2,240.00		40%		4,111.00	61%	2,589.00	205.55	
58	Fire Protection Specialties		5,600.00								2,240.00	40%	3,360.00	112.00	
59	<b>DIVISION 11</b>														
60	Book Drop Box		4,400.00	100%	4,400.00	100%					4,400.00	100%		220.00	
61	<b>DIVISION 12</b>												5,500.00		
62	Window Shades		5,500.00												
63	<b>DIVISION 22</b>														
64	Mobilization		2,200.00	100%	2,200.00	100%					2,200.00	100%		110.00	
65	Underground Equipment & Labor		14,300.00	100%	14,300.00	100%					14,300.00	100%		715.00	
66	Rough-In Labor		12,900.00	50%	6,450.00	50%	2,580.00		20%		9,030.00	70%	3,870.00	451.50	
67	Plumbing Fixtures Material		20,100.00	32%	6,400.00	32%	13,700.00		68%		20,100.00	100%		1,005.00	
68	Piping Material		13,500.00	60%	8,100.00	60%	5,400.00		40%		13,500.00	100%		675.00	
69	Insulation		8,200.00				4,100.00		50%		4,100.00	50%	4,100.00	205.00	
70	<b>DIVISION 23</b>														
	<b>PAGE TOTALS</b>		\$744,900.00	55%	\$406,709.00	55%	\$130,565.00		18%		\$537,274.00	72%	\$207,626.00	\$26,863.70	
	<b>REGULAR ITEM TOTALS</b>		\$2,923,000.00	66%	\$1,934,774.83	66%	\$401,474.60		14%		\$2,336,249.43	80%	\$586,750.57	\$116,812.47	
	<b>CHANGE ORDERS</b>		\$28,483.18		\$14,117.13	50%					\$14,117.13	50%	\$14,366.05	\$705.86	
	<b>GRAND TOTALS</b>		\$2,951,483.18	66%	\$1,948,891.96	66%	\$401,474.60		14%		\$2,350,366.56	80%	\$601,116.62	\$117,518.33	

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 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest doll.  
 Use Column L on Contracts where variable retainage for lin

CONTRACT DATE: 12/11/2023  
 FROM: 9/1/2024  
 TO: 9/30/2024

APPLICATION NO: 09  
 INVOICE NO: 003299  
 PROJECT NO: 54240  
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D		E		F		G		H		I		J		K		L		M
			SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH										
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE								
71	Shop Drawings		5,700.00	100%	5,700.00	100%				5,700.00	100%		285.00								
72	Ductwork/Insulation		23,000.00	50%	11,500.00	50%	6,900.00		30%	18,400.00	80%	4,500.00	920.00								
73	Equipment		85,900.00	90%	77,310.00	90%	8,590.00		10%	85,900.00	100%		4,295.00								
74	Gas Piping		8,600.00	20%	1,720.00	20%	5,160.00		60%	6,880.00	80%	1,720.00	344.00								
75	Controls		27,400.00	10%	2,740.00	10%	10,960.00		40%	13,700.00	50%	6,400.00	685.00								
76	TAB		6,400.00																		
77	<b>DIVISION 26-27-28</b>																				
78	Distribution Material		19,600.00	100%	19,600.00	100%				19,600.00	100%	31,350.00	980.00								
79	Lighting Material		104,500.00				73,150.00		70%	73,150.00	70%	3,657.50	3,657.50								
80	Comm Material		40,900.00				8,180.00		20%	36,810.00	90%	4,090.00	1,840.50								
81	Rough-In Material		31,600.00	80%	25,280.00	80%	6,320.00		20%	31,600.00	100%		1,580.00								
82	Misc Material		8,100.00	30%	2,430.00	30%	2,430.00		30%	4,860.00	60%	3,240.00	243.00								
83	Labor		79,500.00	50%	39,750.00	50%	19,875.00		25%	59,625.00	75%	19,875.00	2,981.25								
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<b>PAGE TOTALS</b>			\$441,200.00	49%	\$214,660.00	49%	\$141,565.00		32%	\$356,225.00	81%	\$84,975.00	\$17,811.25								
<b>REGULAR ITEM TOTALS</b>			\$2,923,000.00	66%	\$1,934,774.83	66%	\$401,474.60		14%	\$2,336,249.43	80%	\$586,750.57	\$116,812.47								
<b>CHANGE ORDERS</b>			\$28,483.18	50%	\$14,117.13	50%				\$14,117.13	50%	\$14,366.05	\$705.86								
<b>GRAND TOTALS</b>			\$2,951,483.18	66%	\$1,948,891.96	66%	\$401,474.60		14%	\$2,350,366.56	80%	\$601,116.62	\$117,518.33								

CHANGE ORDERS

PROJECT: 54240

CONTINUATION SHEET AIA DOCUMENT G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 CONTRACT DATE: 12/11/2023  
 FROM: 9/1/2024  
 TO: 9/30/2024  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column L on Contracts where variable retainage for line items may apply.

ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	E SCHEDULED VALUE		F PREVIOUS APPLICATION		G COMPLETED THIS MONTH			H TOTAL COMPLETE AND TO DATE		I BALANCE TO FINISH	
				AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE
1	Change Orders			9,328.44	100%	9,328.44	100%				9,328.44	100%		466.42
2	CDR 002R- RFI 12 Existing Storm an	0001		9,328.44	100%	9,328.44	100%				9,328.44	100%		
3	Contingency COR 1.3,4,6,7R,8R,9,10	0002		19,154.74	25%	4,788.69	25%				4,788.69	25%	14,366.05	239.44
4	AIA 2 CDR 13 and 14	0003												
5	Contingency COR 5R, 12, 15	0004												
6														
7														
8														
9														
10														
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35														
				PAGE TOTALS		\$28,483.18	50%	\$14,117.13			\$14,117.13	50%	\$14,366.05	\$705.86
				CHANGE ORDER TOTAL		\$28,483.18	50%	\$14,117.13			\$14,117.13	50%	\$14,366.05	\$705.86
				REGULAR ITEMS TOTALS		\$2,923,000.00	66%	\$1,934,774.83			\$2,336,249.43	80%	\$586,750.57	\$116,812.47
				GRAND TOTALS		\$2,951,483.18	66%	\$1,948,891.96			\$2,350,366.56	80%	\$601,116.62	\$117,518.33

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:       \$16146.20  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to:       Garling Construction, Inc.  
Through  
Subcontractor Pay   0002  
Request number:

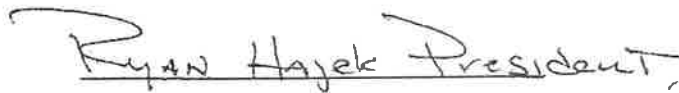
only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               September 26, 2024

Company:           Corridor Coatings Inc

Signature: 

By:



(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of: \$9048.75  
for labor, services, equipment or material  
furnished to: Garling Construction, Inc.  
on the job of: Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to: Garling Construction, Inc.

Through

Subcontractor Pay 0002

Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated: September 26, 2024

Company: Giese Roofing Company

Signature:

Julius Wenzel

By:

Amberwenzel Accounting

(Name & Title)

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment  
in the sum of:       \$54862.50  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.  
Through  
Subcontractor Pay   0005  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               September 26, 2024

Company:            McAllister Electrical Services Inc

Signature:          *Pete J. McAllister*

By:                    *VP/owner*

(Name & Title)



**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:           \$2569.00  
for labor, services, equipment or material  
furnished to:           Garling Construction, Inc.  
on the job of:           Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:           Garling Construction, Inc.

Through  
Subcontractor Pay    0005  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:                   September 26, 2024

Company:               DESIGN BUILD STRUCTURES

Signature:             *Gary L Shepard*

By:                     *GARY SHEPARD, VP*

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:           \$107.66  
for labor, services, equipment or material  
furnished to:           Garling Construction, Inc.  
on the job of:           Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to:           Garling Construction, Inc.

Through  
Subcontractor Pay    0014  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:                   Aug 28, 2024

Company:               Spahn and Rose USE THIS ONE

Signature:             Abby Lawrence 9/24/2024

By:                     Abby Lawrence AR Specialist

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

in the sum of:       \$31,374.90

for labor, services, equipment or material

furnished to:       Garling Construction, Inc.

on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through

Subcontractor Pay   0005

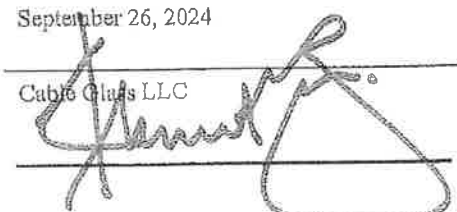
Request number:

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Dated:               September 26, 2024

Company:           Cubic Glass LLC

Signature:



By:                 EDWARD M. DOYLE III, EXECUTIVE VICE PRESIDENT

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

in the sum of:       \$ 31,562.97

for labor, services, equipment or material

furnished to:       Garling Construction, Inc.

on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through

Subcontractor Pay   0006

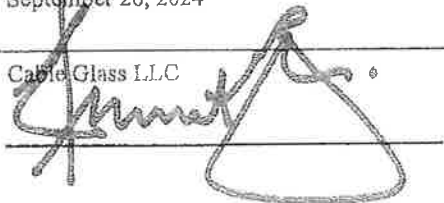
Request number:

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Dated:               September 26, 2024

Company:           Cable Glass LLC

Signature:



By:

EDWARD M. BOYLE III, EXECUTIVE VICE PRESIDENT

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:         \$9001.25  
for labor, services, equipment or material  
furnished to:         Garling Construction, Inc.  
on the job of:         Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:         Garling Construction, Inc.

Through  
Subcontractor Pay    0002  
Request number:

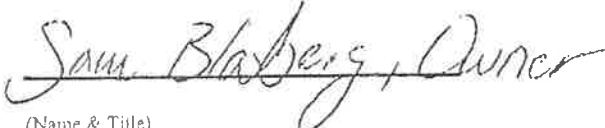
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Dated:                 September 26, 2024

Company:             \_\_\_\_\_  
Evergreen Plumbing LLC

Signature:           \_\_\_\_\_  


By:

  
(Name & Title)

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment

in the sum of:       \$42,453.00  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through  
Subcontractor Pay   0005  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               September 26, 2024

Company:           Giese Sheet Metal Co Inc

Signature:         

By:

Amber Wenzel, Accounting

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:       \$14,187.80  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through  
Subcontractor Pay   0004  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               September 26, 2024

Company:           Giese Sheet Metal Co Inc

Signature:

Amber Wenzel

By:

Amber Wenzel, Accounting

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

In the sum of:       \$7125.00  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through  
Subcontractor Pay   0002  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               September 26, 2024

Company:           \_\_\_\_\_  
United Drywall Inc

Signature:         \_\_\_\_\_  
*LeeAnn Borne*

By:                 \_\_\_\_\_  
*LeeAnn Borne, AP, cc 1/4 v*

(Name & Title)



**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

in the sum of: \$3,734.18

for labor, services, equipment or material

furnished to: Garling Construction, Inc.

on the job of: Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to: Garling Construction, Inc.

Through

Subcontractor Pay 0001

Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: August 29, 2024

Company: United Drywall Inc

Signature: *Keenan Bone*

By: *Keenan Bone*

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

in the sum of:       \$116335.09

for labor, services, equipment or material

furnished to:       Garling Construction, Inc.

on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:       Garling Construction, Inc.

Through

Subcontractor Pay   0001

Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:               August 29, 2024

Company:           Cummer Masonry Inc.

Signature:         

By:                 

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:       \$107302.98  
for labor, services, equipment or material  
furnished to:       Garling Construction, Inc.  
on the job of:       Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

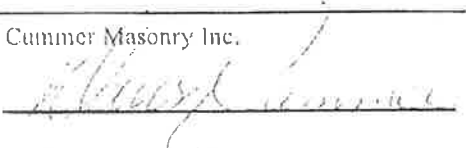
furnished to:       Garling Construction, Inc.

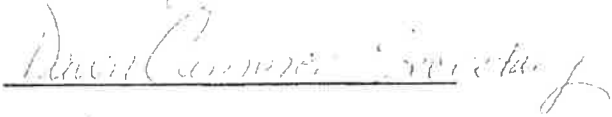
Through  
Subcontractor Pay   0002  
Request number:

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Dated:               September 26, 2024

Company:           Cummer Masonry Inc.

Signature:         

By:                   
(Name & Title)



Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Moving Quote from Powell Express Moving  
From: Deanna McCusker, Interim City Administrator

The Library Board and Director obtained quotes from a few companies to move the books from the current library to the new building once it is ready. The lowest quote was received from Powell Express Moving for \$1,275. Their quote includes 30 large boxes to place the books in and transport them from the current library to the new library. The Library Board President and Director met with the owners and worked through the details of the move.

The Library Board approved hiring Powell Express Moving at their October 24, 2024 meeting.

I would recommend that Council approve this quote from Powell Express Moving.

**RESOLUTION #112-24**

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE QUOTE FROM  
POWELL EXPRESS MOVING FOR THE CITY OF CASCADE, IOWA**

WHEREAS, the new Cascade Public Library is on schedule with shelving and furniture to be installed the first weeks in February, 2024; and,

WHEREAS, following the installation of the shelving and furniture, the books will need to be transported from the old library to the new building; and,

WHEREAS, quotes were received from a few companies that will move the books and the lowest quote was received from Powell Express Moving for \$1,275.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the Quote with Powell Express Moving for \$1,275.00.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of October, 2024.

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Steve Knepper, Mayor

ATTEST:

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Samie Simon, City Clerk

DOT.# 2929859  
MC # 989125

**POWELL EXPRESS MOVING**  
10732 DIESEL DRIVE  
DUBUQUE, IA. 52001  
(563) 663-7016

Date of Estimate 10-21-24 Packing Date X Moving Date ? Phone 314 480-3568  
Name CASCADE Public Library To CASCADE Public Library  
Address 301 1st AVE Floor \_\_\_\_\_ Address 102 2nd AVE W Floor \_\_\_\_\_  
City CASCADE, IA Apt. \_\_\_\_\_ City CASCADE, IA Apt. \_\_\_\_\_

**LOCAL MOVING PROPOSAL**  
Furnish 1 20x8 Van and 3 Men for 3 Hours at 175 Per Hour. 525

Extra Pickup - DropOff - At \_\_\_\_\_ \$ \_\_\_\_\_  
Piano (type) \_\_\_\_\_ \$ \_\_\_\_\_

Carrier Liability \$ \_\_\_\_\_ Valuation at \$ \_\_\_\_\_ per hundred dollars-  
Other Services Rent 30 SPEED PAKS @ \$25 EA 750.

**STORAGE PROPOSAL** MOVING TOTAL \$ 1,127.5

CARTAGE TO WAREHOUSE { \_\_\_\_\_ cu. Ft. at \$ \_\_\_\_\_ per cu. ft.  
WAREHOUSE LABOR { (In-Out) \_\_\_\_\_ Men for \_\_\_\_\_ Hours at \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ lbs. at \$ \_\_\_\_\_ per lb.

STORAGE { \_\_\_\_\_ lbs. at \$ \_\_\_\_\_ per hundred per month  
\_\_\_\_\_ cu. ft. at \$ \_\_\_\_\_ per cu. ft. per month

Carrier Liability \_\_\_\_\_ Valuation at \$ \_\_\_\_\_ per hundred per month  
Wrapping \_\_\_\_\_ \$ \_\_\_\_\_

Other Services \_\_\_\_\_ \$ \_\_\_\_\_  
STORAGE TOTAL \$ X

**REMARKS**  
The charge's indicated herein are estimated charges only. I understand that all charges are subject to actual time plus travel or actual weight, whichever is applicable. I further understand that unless a greater value is declared herein by me, my goods are released to the carrier at a valuation of \_\_\_\_\_ per pound per article. I hereby agree to pay all charges by cash, certified check or money order upon delivery of my goods.  
X  
SHIPPER \_\_\_\_\_  
R. Powell  
MOVER \_\_\_\_\_  
Date 10-21-24

**PACKING PROPOSAL**  
~~\_\_\_\_\_ Barrels at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
\_\_\_\_\_ Carton 1 1/2 cu. at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Carton 3 cu. at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Carton 4 cu. at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Carton 6 cu. at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Mattress ctn. at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Mattress bags at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Wardrobes at \$ \_\_\_\_\_ per \_\_\_\_\_  
\_\_\_\_\_ Mirror ctn. at \$ \_\_\_\_\_ per \_\_\_\_\_~~  
PACKING TOTAL \$ \_\_\_\_\_  
TOTAL ESTIMATED CHARGES \$ 1,127.5

All charges must be paid in cash, money order, or ~~cash~~ check on delivery.

From: ROGER ROGER poweliexpress@sbcglobal.net  
Subject: Estimate Cascade Library  
Date: Oct 20, 2024 at 7:08:56 PM  
To: Monica Recker mnrecker@gmail.com

Monica,

Here is the estimate, I would deliver the speedpaks 14 days before the move free of charge and pick them up two weeks after the move free of charge. I would charge \$25 per speedpak.

When they are ready to move I would guess about 3 hours of work being that its about 40 minutes travel each way which would give us about 1.5 hours to move them. Let me know of any questions or concerns.

Roger Powell  
Powell Express Moving  
563 663-7016  
DOT # 2929859



**LOCAL MOVING & STORAGE ESTIMATE**

LFI QT-4481 Proposal For:  
 Cascade Public Library

Library Furniture International  
 797 Glenn Ave  
 Wheeling IL 60090  
 ph: 847-564-9497  
 fax: 847-564-9337

ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
MS-1	1			<b>Moving Services</b>		
	1			Library Furniture International proposes to move the books, DVDs, kits, and audiobooks of the Cascade Public Library from the existing location to the furniture location.  Books: 15,551 DVDs: 1,737 Audiobooks: 200 Kits: 6		

TOTAL \$ 9,600.00

50% DEPOSIT \$ 4,800.00

**QUOTATION TERMS**  
**\* quotes are valid for 30 days from date at top of this page**  
 \* quotes are based on stated quantities; any change in quantity may require re-quoting  
 \* prices include standard materials/finishes unless otherwise noted  
 \* customer is responsible for verifying all final details of order including, but not limited to, size, color, finish, etc.; if there are any questions on this quote, please contact LFI at 847-564-9497 to clarify details prior to accepting quote  
 \* LFI assumes use of customer's dumpster for waste removal. If customer requests LFI to provide dumpster, additional costs will be billed to customer.  
 \* Storage Costs---if finished product requires storage at LFI warehouse due to customer's site not being ready for installation at the agreed upon time, LFI reserves the right to assess a storage charge



**LFI QT-4481 Proposal For:  
Cascade Public Library**

Library Furniture International  
797 Glenn Ave  
Wheeling IL 60090  
ph: 847-564-9497  
fax: 847-564-9337

ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
				<p><b>PAYMENT TERMS</b> 50% deposit; balance due upon completion</p> <p><b>TO ACCEPT THIS QUOTE:</b>                      * sign and date below as formal acknowledgement of the quote terms                      * please forward a deposit if one is required per the quote terms                      * please fax back to LFI at 847-564-9337 and we will begin processing your order. You can also email your order to matt@libraryfurniture-intl.com or your Project Manager contact                      * LFI will coordinate and schedule in-bound freight of your order.                      * An LFI installer will meet the delivery truck, off-load, unpack, place items and inspect your order for damage. If there is damage or missing items, LFI will handle the claim and coordination with factory.                      * By NOT contracting LFI for installation, then the client is responsible for handling all issues mentioned above. LFI will provide the name and tracking number of the freight carrier, however, the client is responsible for making freight claims.                      * Factories and freight carriers will require digital photography of any damage related issues.</p>		
				Signature _____ Date _____		
				<b>TOTAL</b>	<b>\$</b>	<b>9,600.00</b>



June 26, 2024

MOVE PROPOSAL

Melissa Kane  
Cascade Public Library  
301 1<sup>st</sup> Ave W  
Cascade, IA 52033

Melissa,

We appreciate the opportunity to submit this proposal for your library move. If any questions arise, please do not hesitate to contact me. I look forward to working together.

Thank you,

Parker Rezner  
Workplace Consultant-  
Commercial Services  
[prezner@coakleybrothers.com](mailto:prezner@coakleybrothers.com)  
(414)581-9109

Please refer to project scope and timeline on the following page for inclusions in this contract estimate.

OPTION #1 ESTIMATE.... \$16,450.00

OPTION #2 ESTIMATE.... \$9,100.00

OPTION #3 ESTIMATE.... \$7,300.00

**NOTE: Estimates have a natural cushion included to account for unplanned challenges that occur in moves no matter the level of organization and planning. These things can add time and therefore cost that we do not want to be a surprise at the end. Should something be asked of our movers that was not made clear during the walkthrough/quoting process a change order will be issued. Ultimately, we will bill on time & materials.**

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

E-mail address to send invoice: \_\_\_\_\_

Terms: Net 15

All projects are subject to Coakley Brother's attached Relocation Conditions & Terms and Conditions. If you accept this proposal, please sign & complete above fields and the Commercial In-Transit Liability Coverage form that follows.



## PROJECT SCOPE

### Option 1 (4 trips over 3 weeks)

Coakley Brothers will drop off an agreed upon number of porta racks. We have 90 built into the quote as of now since our walkthrough determined you have ~90 porta racks worth of contents moving. 45 would be delivered on the first day (assuming there is space for that many). After a week our movers will come out for the 2<sup>nd</sup> trip to move the packed porta racks to their destination, as well as drop off the additional 45 to be packed at the origin location. After another week, movers will return to move the second group of 45 packed porta racks to the destination, and take the now empty porta racks back to Coakley Brothers. Movers will return for their final trip after another week. They will pick up the remaining empty porta racks and bring them back to Coakley Brothers.

### Option 2 (1 trip)

Our movers will come out on one trip and move contents over to the new facility. This assumes the library will use their own boxes and pack/unpack them without assistance from Coakley Brothers.

### Option 3 (2 trips over 1-2 weeks)

This option is essentially a porta rack rental. Built into the quote is 1 trip to deliver 25 porta racks to the library. Then library staff and volunteers can utilize the convenience of the porta racks moving at their own pace over the course of 1-2 weeks. The quote includes 2 weeks but if it can be accomplished in 1 week that would lower the cost. Movers would then return on a 2<sup>nd</sup> trip to pickup the porta racks once the move is complete.

## THE BROTHERS DIFFERENCE

### PLANNING & EXECUTING YOUR MOVE

**PROJECT ESTIMATING:** All Coakley Brothers representatives itemize move inventory and plan your relocation in detail. We deliver our estimate in confidence with a "no second sell" guarantee.

**PRE-MOVE MEETING:** We will educate your staff on the relocation process prior to the move, covering the move timeline and how to pack and label properly.

**SIZE:** Coakley Brothers offers unmatched flexibility and service through our 70+ full-time professionals; fleet of 50 relocation vehicles, and 400,000 SF+ of clean, secure storage space.

## RELOCATION CONDITIONS

- Pricing was based on regular business hours unless otherwise noted in the project scope.
- Excess furniture, waste and debris removal is not included in your quote unless noted in the project scope.
- Building exit and entry are grade level and free from stairs unless a stair carry is noted in project scope.
- All porta racks, crates and other equipment will be picked up within one week of your move unless otherwise noted; subsequent trips will incur additional costs and equipment rental, and/or replacement charges will apply.



- Customer will coordinate and schedule the use of docks and elevators for the move for origin and destination buildings. In the event Coakley Brothers does not have primary or exclusive use of docks and elevators to conduct the move, the customer is responsible for the additional costs incurred.
- Space will be free and clear of all debris, equipment, and contractors.
- Customer will provide a contact to be present at origin and destination throughout the duration of the relocation.
- Leased equipment (copiers, printers, coffee, water, etc.) is to be serviced and moved by the leasing company.
- Customer will have everything packed and labeled with relocation sheets hung at destination prior to Coakley Brothers arrival.
- All technology will be disconnected by client prior to move; all laptops and sentimental or non-replaceable items will be taken by employee.
- Any change in scope or failure to adhere to relocation conditions may affect pricing and a change order will be issued. Change orders will reflect the hourly rates and material costs incurred beyond the contract amount. Failure by the customer to execute a change order will not excuse the customer from these costs.



IN-TRANSIT LIABILITY VALUATION COVERAGE

Cookley Brothers provides coverage for any building damage we cause. Buildings at origin and destination are fully covered at no additional cost to you.

Included in the charge for your move is a minimum amount of coverage on items being relocated; \$.30/lb per item. If you accept \$.30/lb per item, check the box below, and sign and return.

All items covered at \$.30/lb per article at no charge.

We suggest you purchase additional coverage for the items being relocated. To do so, you must declare the value and purchase coverage on the total value of the items we will be relocating.

Total Declared Value: \$ \_\_\_\_\_

\$6.00 per \$1,000 of declared value with a \$500 deductible.

\*The declared value of the property will be **the least** of the following amounts:

1. The actual cash value of the property
2. The cost of reasonably restoring that property to its condition immediately before loss or damage, or
3. The cost of replacing the property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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

Company Name: \_\_\_\_\_

**If you do not return this form prior to your move, you will automatically be covered at \$0.30 per pound, per item. Claims must be submitted in writing using our claim form within 15 days of your completed move, otherwise you waive rights to all claims. Do not discard damaged items prior to getting approval from us. Claim settlement will be issued only once your invoice has been paid in full.**



## EXHIBIT E - TERMS AND CONDITIONS

1. **OWNERSHIP OF PROPERTY** Customer has represented and warranted to Coakley Brothers Company and all related entities (herein referred to as "CBC") that Customer is the legal owner or in lawful possession of the property to be packaged and/or transported by CBC, and Customer has the legal right and authority to contract for services for all of the property tendered, upon the terms and conditions herein set forth. If there is any litigation or threatened litigation as a result of the breach of this clause, Customer agrees to pay all charges that may be due together with such costs and expenses, including attorney's fees, which CBC may incur or become liable to pay in connection therewith. Customer shall indemnify and hold harmless CBC from any liability for loss, cost, expenses, and damages for which CBC may be liable or incur as a result of any breach of this clause. CBC shall have a lien on all transported property for all charges, costs and expenses that may be or become due.
2. **SERVICE LIABILITY:**
  - a. CBC shall not be liable for documents, currency, money, jewelry, watches, pearls, precious stones, furs, or garments trimmed with fur, manuscripts, mechanical drawings, blueprints, rare books, records, photographs or other valuable papers, accounts, bills, bullion, coins, deeds, evidences of debt, notes, securities, stamps, paintings, antiques, statuary and other works of art and articles of virtue or other similar values.
  - b. Explosive or dangerous goods will not be accepted for shipment or storage. Customer and every principal or agent shipping such goods shall indemnify CBC against all loss or damage caused by such goods, and CBC will not be liable for safe delivery of the same.
  - c. CBC shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, audio equipment, television sets, computers, servers, printers, copiers, equipment (including, without limitation, medical equipment, manufacturing equipment, and institutional kitchen equipment), clocks, barometer, mechanical refrigerators or air conditioners, or other instruments or appliances, whether or not such articles are packed or unpacked by the company.
  - d. CBC shall not be liable for any loss caused by or resulting from breakage, marring, denting, chipping or scratching of statuary, marble, glassware, china, bric-a-brac, porcelains, and similar fragile articles unless packed for shipment by its employees or agents and unpacked by them at the time of delivery.
  - e. Except in cases of negligence of CBC or party in possession, CBC shall not be liable for damage to or loss of contents of pieces of furniture, crates, cartons, boxes, or other containers unless such contents are open for CBC's inspection and then only for such articles as are specifically listed by Customer and receipted for by CBC or its agent.
  - f. CBC shall not be liable for loss or damage due to or resulting from any repairing, restoration, or retouching process, insects, moths, vermin, ordinary wear and tear, rust, fire, water, mold, mildew, asbestos, latent defect, changes of temperature, dampness of atmosphere, spoilage or contamination of any product which requires refrigeration or freezing, fumigation, or deterioration.
  - g. CBC shall not be liable for delay caused by highway obstruction or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry or caused by breakdown or mechanical defect of vehicles or equipment.
  - h. CBC shall not be liable for any loss, damage or delay due to any cause beyond CBC's reasonable control, including without limitation any act of God or the public enemy; hostile or warlike or military action in the time of peace or war, or any other related or hostile action, including any nuclear reaction or nuclear radiation or radioactive contamination; governmental action, pandemic or quarantine, riots, strikes; perils of navigation; the act or default of Customer or any third party; or the nature or defect of the property.
  - i. If CBC negligently misships goods, CBC's sole liability, and Customer's sole remedy, will be that we will pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, CBC's maximum liability shall be for the lost or damaged goods as specified in Section 5(b), and CBC shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods are those of Customer or another.
  - j. CBC shall not be liable for loss of goods due to inventory storage or unexplained or mysterious disappearance of goods unless Customer proves, and a court of competent jurisdiction finally determines, that such loss occurred because of CBC's failure to exercise the care required of warehousemen under Section 5 below. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Customer of conversion must be established by affirmative evidence that CBC converted the goods to CBC's own use.
  - k. CBC shall have no liability whatsoever for any loss or damage to goods occurring at or after the time of shipment when CBC is not transporting the goods, regardless of whether CBC has packaged and/or arranged for the third party transportation of the goods. In such circumstances, Customer is responsible for inspecting the goods prior to shipment. Any claim for damage must be noted to CBC in writing prior to the shipment of the goods.
3. **PAYMENT OF CHARGES:**
  - a. Customer shall be liable for all rates, charges and expenses applicable under CBC's quotation. CBC shall not be required to deliver or relinquish possession at destination of the property covered by this bill of lading until all rates and charges thereon shall have been paid. Nothing herein shall limit the right of CBC to require the prepayment of charges at the time of delivery of the shipment.
  - b. Any amounts not paid when due shall bear interest from the date of invoicing until paid at the lower of 1.5% per month compounded annually or the maximum allowable legal rate.
  - c. Credit card payments will require an additional 3% transaction fee.
  - d. If it is not reasonably possible to move an item in the normal or usual manner used for other items due to the characteristics of the item, such as its size, and/or due to the characteristics of the origin and/or destination building, such as size of doorways, it may be necessary for CBC to take alternative measures to move that item, such as elevator top rides, use of lifts, removal of windows, or other such measures. In the event alternative measures are taken, Customer shall be responsible for paying actual personnel and equipment costs for such measures.
  - e. Any Customer-requested date changes may result in a rescheduling charge. Cancellation within 24 hours will result in a cancellation fee equal to the hourly rates of the scheduled crew, multiplied by 4 hours.
  - f. Any change in scope of work will result in the need for Customer and CBC to execute a change order indicating the nature of the change from the initial plan. Changes will be charged to the Customer at the hourly rates and unit costs included within the initial proposal. Failure by the Customer to execute a change order will not excuse the Customer from its obligation to pay such costs and expenses.
4. **CLAIMS:**
  - a. All claims must be filed in writing to CBC within fifteen days after delivery of the property; or, in case of failure to make delivery, then within fifteen days after the time for delivery (or, if no time for delivery was established, fifteen days after a reasonable time for delivery has elapsed); and all suits shall be instituted against CBC only within two years and one day from the day when notice in writing is given by CBC to the claimant that CBC has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, CBC hereunder shall not be liable and such claims will not be paid, and Customer waives any claims that it may otherwise have had against CBC in connection therewith.
  - b. All charges applicable in CBC's quotation must be paid in full before claims will be settled.
- c. CBC shall have the right to inspect and repair all alleged damaged articles.
- d. CBC's responsibility positively ceases when shipments are delivered to transportation companies in good order and so receipted for. Goods are delivered, or tendered for storage, at owner's risk where receipts are customarily refused or where no authorized person is present for the receipt of the same.
5. **LIABILITY LIMITATIONS:**
  - a. CBC SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT OR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CIRCUMSTANCES, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE.
  - b. All CBC charges for transportation, handling and storage services are based upon the value that Customer declares for its goods, and the limitation of CBC liability for any loss, damage or delay in the transportation, handling and storage of those goods to the value declared by and paid for by Customer. Our basic (lowest) level of liability, which results in the lowest cost to Customer, is \$30 per pound per package or article not to exceed \$200 per square foot for warehousing. This is the level of CBC liability that automatically will apply unless Customer declares and selects a higher level of liability in writing and pays all applicable additional charges.
  - c. CBC offers increased valuations, which you may select for your goods, for which we will bill in accordance with our current schedule of rates and charges. For example, if replacing your contents would cost you \$100,000 yet you declare a replacement cost of \$10,000, you will only be reimbursed 1/10<sup>th</sup> of your claimed loss. Replacement cost will not apply to antiques, fine arts, paintings, or statuary or articles which by their natures cannot be replaced with new articles or whose age or history contributes substantially to their value which are not scheduled and identified as such on the bill of lading, shipping receipt or storage contract or any other contract, and CBC will not be liable for loss or damage to such items.
  - d. CBC shall not be liable for any delay, or loss or injury to goods however caused, unless Customer proves and a court of competent jurisdiction determines that such delay, loss or injury resulted solely from the failure by CBC to exercise care in regard to them as a reasonably careful man would exercise under like circumstances, and CBC is not liable for damages which could not have been avoided by the exercise of such care. CBC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN.
  - e. Goods are not insured by CBC against loss or injury however caused.
  - f. Where loss or injury occurs to stored goods for which CBC is not liable, Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean up and site remediation resulting from the loss or injury to the goods.
6. **CBC'S LIEN:**
  - a. If for any reason other than the fault of CBC, delivery cannot be made at the address provided, or any changed address of which CBC has been notified and which has been accepted by CBC in writing, CBC, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of CBC, at the cost of Customer, and subject to a lien for all accrued quoted, storage, and other lawful charges.
  - b. If a shipment is refused by consignee at destination, or if Customer, consignee, or the owner of property fails to receive or claim it within fifteen (15) days after written notice is sent by United States mail addressed to Customer or consignee at a post office address shown on the face hereof, or if Customer refused to pay lawfully applicable charges in accordance with CBC's applicable quotation, CBC may sell the property at its option either (a) upon the notice and in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by CBC. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward payment of lawful charges applicable to the sale, including without limitation expenses of notice, advertising, and sale, and of storing, caring for, and maintaining property prior to sale. Any balance shall be paid to the owner of the property sold hereunder, if claimed by such owner within thirty days following such sale. If such owner fails to claim any such balance within thirty days following the sale, such owner expressly waives any claim against CBC for such balance.
  - c. Perishable articles contained in a shipment may be sold at public or private sale without notice, if, in the opinion of CBC, such action is necessary to prevent or limit deterioration.
7. **APPLICATION OF RATE:** Unless specifically agreed to under a separate contract, the hourly rates for local moving shall apply to:
  - a. The job time required in removing goods and loading on vehicle at premises from which goods are moved, in transportation between premises, and in unloading and placing goods at premises to which the goods are moved; and
  - b. One-half hour driving time required in driving from carrier's office or garage to Customer's premises to start job and from Customer's premises to carrier's office or garage after completion of job, or actual time spent in each case if greater than one-half hour.
  - c. Charges for fractional parts of an hour shall be computed by adding one-quarter of the hourly charge for each fifteen minute period or fraction thereof.
8. **OTHER TERMS:** These terms, together with CBC's quotation or proposal, are intended by the parties to be the final expression of their agreement and a complete and exclusive statement of the terms and conditions thereof. These terms shall be applicable to all future transactions between the CBC and Customer, unless and until the parties expressly agree otherwise in a writing that specifically references these terms and conditions. No modification of any term or condition will be valid or binding unless approved in a written document hand-signed by CBC, and all other terms and conditions are excluded and expressly objected to by CBC. Customer cannot assign its rights hereunder without CBC's prior written consent. The failure of CBC to insist upon a strict performance of any of these terms shall not be considered as a continuing waiver of any term, condition, or rights. In addition, if any of these terms or conditions are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not affect the remainder of these terms and conditions, which shall remain in full force and effect. The validity, construction and enforcement of this Agreement will be governed by and interpreted under the local, domestic law of the State of Wisconsin. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Waukesha County or Milwaukee County Wisconsin. Customer waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in Wisconsin, and agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin.



Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Permit to Close a Portion of Adams St SE on October 31, 2024  
From: Deanna McCusker, Interim City Administrator

Koppes Kreation has submitted a permit to close a portion of Adams St. SE on October 31, 2024 from 4:00 p.m. to 7:00 p.m. It will not affect the parking lot at the Bent Rim or at Cascade Lumber. She wants to have a Haunted Bakery Event with Food trucks. She plans on placing vehicles across the road at each end and also putting up snow fence to barricade the event in.

The road closure form has been reviewed by the Police Chief and Public Works and they are fine with the event to occur.

This sounds like a great event on Halloween. I would recommend that council approve this road closure.



**City of Cascade**  
 320 1st Ave W Cascade, IA 52033  
 Tel: 563-852-3114 Fax: 563-852-7554  
 Email: clerk@citycascade.com

**FORM FOR A PERMIT TO CLOSE A ROAD TO HOLD A BLOCK PARTY OR SPECIAL EVENT**

Date of Application: 10/23/24

Please note: A block party or special event permit cannot be used to close any State Highway, to close any street prior to 7:00 A.M. or past 11:00 P.M., or to close any street for commercial purposes.

**Applicant Information:**

Applicant Name/Group Name: Nicole Steffen / Koppes Kreations

Main Contact Person: Nicole Steffen

Address: 109 Adams St SE Telephone No.: 503-451-3486

City: Cascade State: IA Zip Code: 52033

Email Address: KoppesKreations@yahoo.com

**Contacts During Event**

Name: Nicole Steffen Telephone No: 503-451-3486

Name: Joe Schmitt Telephone No: 503-590-9347

**Event Location (i.e., State Street from 1100 N. to 1199 N.)**

Street: ~~114~~<sup>109</sup> Adams St SE From: Balsinger Lebar To: Parking Lot of Building @ 109 Adams Address

Street: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Purpose of Closure: Haunted Bakery Event w/ Food Trucks

What is the date of the event: 10/31 Start Time: 4:00 End Time: 7:00

Times to Set up: 2:00 pm. Clean up: 8:00 pm.

Rain Date/Time: None



FORM FOR A PERMIT TO CLOSE A ROAD TO HOLD A BLOCK PARTY OR SPECIAL EVENT Page 2

What type of equipment will be used/placed on City property during the event?

- Sound System
- Electric Equipment
- Platform/Stage
- Table & chairs
- Cooking Apparatuses
- Tents (Dimensions 10x20)
- Other 2 Food Trucks

- |                              | Yes                                 | No                                  |
|------------------------------|-------------------------------------|-------------------------------------|
| Barricades Needed?           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| All Neighbors Notified?      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Request for Police Presence? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

- Bent Rim Parking Lot not affected/<sup>no</sup> Blue  
- Cascade Lumber Yard - driveways not blocked either

If Yes please explain the request for the Police Department: \_\_\_\_\_

If this is a Run or Walk a map of the entire route must be submitted.

Applicant Signature: Nicole Steffen

Date: 10/23/2024

BELOW FOR OFFICE USE ONLY

[Signature] \_\_\_\_\_ 10-25-24  
Signature of Director of Public Works Date

[Signature] \_\_\_\_\_ 10-25-2024  
Signature of Police Chief Date

Deanna McCluskey \_\_\_\_\_ 10/23/24  
Signature of City Administrator Date

Copy to Applicant on \_\_\_\_\_



Date: October 28, 2024  
To: Mayor, City Council and Staff  
RE: Garbage Rate Ordinance  
From: Deanna McCusker, Interim City Administrator

In 2022, the City entered into an amended contract with Republic Services for garbage and recycling services. Included in the updated contract is 4% rate increase each year beginning in December. Based on a review of the garbage and recycling system, the only rates that need to be increased this year are the residential garbage fee and the commercial no dumpster fee.

In October of 2025 we will review the charges from Republic Services and the overall billing to our customers and make sure we are billing correctly and adequately.

We will have the first reading at this meeting and then the 2<sup>nd</sup> and 3<sup>rd</sup> readings at the November 12<sup>th</sup> meeting so the ordinance can be published, and the new rates will be reflected on the bills that are due December 15<sup>th</sup>. I recommend that Council approve this first reading.

ORDINANCE #23-24

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CASCADE,  
IOWA BY AMENDING  
TITLE VI PHYSICAL ENVIRONMENT, CHAPTER 5 UTILITIES – BILLING CHARGES,  
SECTION 9 REFUSE COLLECTION RATES**

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Cascade, Iowa, as follows:

Section I. SECTION MODIFIED. Title VI Physical Environment, Chapter 5, Section 9 “Refuse Collection Rates” of the Ordinances of the City of Cascade, Iowa is repealed and the following adopted in lieu thereof:

**106.7.1 Refuse Collection Rates.** The City shall charge the following fees for solid waste collection and disposal service, used or available:

6-5-9 REFUSE COLLECTION RATES.

The City shall charge the following fees for solid waste collection and disposal service, used or available:

1. One or two family houses \$11.20 ~~10.75~~/month
  2. Apartments with separate water meters \$11.20 ~~10.75~~/month
  3. Apartments when water is furnished by owner \$11.20 ~~10.75~~/month
  
  4. Commercial Toters (without dumpsters) \$15.60 ~~15.00~~/month
- Commercial Dumpster Rates:
- ~~1 yard dumpster \$20.00/month~~
  - ~~1 ½ yard dumpster \$30.00/month~~
  - 2 yard dumpster \$50.00/month
  - 3 yard dumpster \$75.00/month
  - 4 yard dumpster \$ 100.00/month
  - ~~5 yard dumpster \$100.00/month~~
  - 6 yard dumpster \$150.00/ month
  - 8 yard dumpster \$200.00/month
5. Garbage Tote and Fees. The city shall charge \$10.00 per extra tote or replacement tote for customer pick up. The city shall charge an additional \$10.00 per tote delivered by the city.

6. Garbage Collection Limits.

The City shall limit garbage collection as follows: Residential units are limited to garbage that fits in the City provided container that is not overflowing or unable to close the lid nearly flat. Additional garbage shall be placed in garbage bags and tagged with a sticker purchased from the city at a cost of \$2.00 per tag for each additional bag. If toters or dumpsters are overfilled, and the hauler bills the City, those fees will be billed to the customer on their utility bill.

7. Extra Containers or Extra Pick-ups

Residential customers may request additional garbage toters and will be billed separately for each one. Commercial customers that have toters may request additional garbage toters and will be billed separately for each one. Commercial Dumpster rates are based on one pick-up per week. Commercial dumpsters customers requesting 2 or 3 pick-ups per week will have the fees doubled or tripled.

6-5-10 RECYCLING MATERIALS.

The City shall charge the following fees for curbside collection of comingled recyclable materials.

1. Residential \$7.50/month
2. Commercial \$9.50/month

These fees will be ceased if water is shutoff at the curb box or at the meter and has a lockable tag installed by the City employees.

5. Recycling Tote and Fees. The City shall charge \$10.00 per extra recycling tote or replacement tote for customer pick up. The City shall charge an additional \$10.00 per tote delivered by the city.

Section II. Severability Clause. If any section, provision or part of the ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section III. When Effective. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Steven Knepper, Mayor

ATTEST:

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Samie Simon, City Clerk

First Reading:

Second Reading:

Third Reading:

Publication Date:

Sent to American Legal:

## CITY ADMINISTRATOR REPORT

### 10/28/24 City Council Meeting

- The Lead Service Line Inventory report was submitted to the DNR. A Letter will be sent to anyone who has lead/galvanized pipes that will need to be replaced. The City will have until 2037 to have the lead/galvanized pipes replaced.
- Reminder of the planning and zoning training scheduled for Tuesday, October 29<sup>th</sup> from 5:30pm – 8:30pm for council, planning and zoning and board of adjustment members. I will have pizza and water available.
- The City will be flushing hydrants the week of October 21<sup>st</sup> and October 28<sup>th</sup>.
- I will be out of the office on Friday, November 1<sup>st</sup> to attend the EMC Safety Group Risk Management workshop in Ankeny.
- The City held a walkthrough with MSA on the Highway 136 project on Thursday, October 24<sup>th</sup>. There were just a few things that needed taken care of. The walkthrough with the DOT is scheduled for Wednesday, October 30<sup>th</sup>.
- Beginning on Monday, October 28<sup>th</sup>, the auditors will be here. They are scheduled to be here through Wednesday.
- At the next meeting I will have rate changes to the water and sewer ready to be considered.
- The parking lot, alley and some other areas for CMU will be getting asphalted on October 30<sup>th</sup>.
- I will be starting preliminary budget preparation this week.
- We will be completing the Annual Financial Report, TIF Certification Report and the Urban Renewal Report over the next two weeks.
- Reminder that City Hall will be closed on Monday, November 11<sup>th</sup> due to the Veteran's Day holiday
- The street sweeper has been out on the city streets