



CITY COUNCIL WORK SESSION

Monday, November 06, 2023 at 5:00 PM

Council Chambers - 331 First Street East

AGENDA

RULES OF PROCEDURE

Workshops are not Public Hearings. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or a study session.

During the City Council Work Session, the Council will primarily discuss and debate items intended to be formally considered at a future City Council Meeting. However, the Council may at any noticed meeting, including a City Council Work Session meeting, take action on any item shown on the posted agenda as a potential action item. The City Council Work Session meeting is a regular meeting of the Independence City Council.

MEETING OPENING

Call the Meeting to Order

PRESENTATIONS

1. Potential Catalyst Grant - 107 2nd Ave. NE

DEPARTMENT UPDATES

2. Department Report – Fire
3. Department Report - Library
4. Department Report – Parks & Recreation
5. Department Report - Police

NEW BUSINESS

6. Dump Truck Allocation Discussion
7. Wapsi Watershed Contribution
8. Feral Cat Services and Procedure
9. 1st Street West Reconstruction - Engineering Services
10. Revisions to City Code regarding hunting
11. Building Permit Fee Update
12. Election Information
13. Council Topics
14. Mayor Topics
15. City Manager Topics

ADJOURNMENT

This agenda is subject to change.

Catalyst Proposal For the City of Independence

The Community Catalyst Building Remediation Program assists communities with the redevelopment or rehabilitation of buildings to stimulate economic growth or reinvestment in the community. To apply, the City must:

- Agree on a building for an application
- Agree to a funding match up to \$100,000 in either in-kind, cash match (with the use of TIF or other sources) or use of consolidated abatement
- New this year – All projects must have a rendering of the front of the building. Rural Development is offering a grant to pay for these renderings for communities of under 20,000. They just need confirmation from the city that they are approving the grant.
- Fill out a pre-application
- If selected, the city will then need to submit the full application

The City of Independence has applied for and received 3 Catalyst Grants over the last 5 years. It has proven to be an amazing opportunity for the city to bring in outside state dollars to assist with revitalization projects. That does not cover the dollars invested by building owners in the redevelopment of property and in many cases the development or bringing in of viable businesses.

The funding file and preliminary bids that Ms. DeBuhr has provided is not a final estimate by any means, but the work she put into finding as much information and getting as many preliminary bids as possible just for this stage of the process shows her commitment to moving forward with this project if city approves.

Rough draft Pre-application

Brief description of the project. Include planned property use when remediation is completed:

This is a three-storefront property encompassing 107, 109 and 111 2nd Ave NE. Currently the upper story which was previously apartments will be refurbished into a single bedroom apartment and a three-bedroom apartment. These will be set up as either monthly rentals or as a VRBO/AirBNB opportunity. Both apartments will have full kitchens and included laundry units. In addition, there will be either an alcove deck or outside deck, depending on which option is most appropriate for one or both apartments. The lower levels will be refurbished, where possible the tin ceilings will be exposed and one of the units will be refurbished to be suitable for retail.

Describe what is driving the project locally. Include how remediation specifically fits into a plan for the city and how this remediation will be a catalyst for economic development.

This is an area of the community that has been overlooked and untouched for many years. The previous owner did little to no upkeep of the property. Downtown Independence is beginning to see a resurgence in development of upper story properties, but as the housing study for the area show, housing opportunities within Independence are still in high demand and the housing stock is still much lower than needed for this community. In addition, there are limited areas available for nightly rentals within the city and less than a handful throughout the entire county. This project will provide 2 housing units that can be either monthly or nightly rental opportunities. In addition, some of the property on

the lower level is an underutilized property. It is hoped to potentially remodel all of the storefronts into more retail friendly and historically appropriate design and look and exposing tin ceilings on the interior, etc. to refurbish the interior.

Who owns the property? Laura DeBuhr

Name of Owner: Laura DeBuhr

Length of Ownership (Years): 1

Current use of Property: Union office, Hair Salon, Staffing office

Proposed future use of Property: Under consideration

Financial commitment from owner to ensure project success:

Describe the owner's cooperation and any other information that shows commitment in making the project a success:

The owner has been extremely enthusiastic about the property and the potential of what it could be. Her concern has been to be able to not only create new downtown housing opportunities, but also the refurbishment of the property. She continues to ask questions and shows a concern that what she wants to do for the building is appropriate and what will fit in with the redevelopment that has been happening in Independence.

Describe how and why this building was selected:

This building is in a location that has limited resources that can be tapped into to make a project like this happen. The fact that this building spans three storefronts makes it a large piece of the 2nd Ave. block that makes it a vital part of seeing appropriate revitalization within this block.

Describe the impact the Catalyst grant will have on this project:

The catalyst grant is key to making this project happen in a timely manner and making it financially feasible to create the appropriate revitalization opportunity for this building block. Once completed, it will be an example of appropriate revitalization of a building and show the viability and creativeness that can be seen and downtown housing projects.

Detweiler Construction LLC
 1450 Michel Ave
 Hazleton, IA 50641
 319-283-0689
 detweilerconstruction@outlook.co
 m

Estimate 1501



ADDRESS STEVE LAURA DeBuhr independence	SHIP TO STEVE LAURA DeBuhr independence	DATE 10/14/2023	TOTAL \$37,957.66	
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		UNIT 1			
	Sales	wall /existing material removal with disposal	1	4,200.00	4,200.00T
	entry door reframe		1	425.00	425.00T
	36" entry door exterior		2	725.00	1,450.00T
	2nd entry door frame-in		2	425.00	850.00T
	new 9' wall materials/no finish	per linear ft	9.60	30.00	288.00T
	9'interior wall with sheetrock build per linear ft		9.60	25.00	240.00T
	Sales	interior french door	1	1,327.00	1,327.00T
	Labor	french door install	1	1,400.00	1,400.00T
	Labor		6	324.00	1,944.00T
	31.5"x69"with top transom window		6	483.00	2,898.00T
	FLOATING FLOOR WITH INSTALL PER SF		1,040	10.00	10,400.00T
	CORGATED CEILING STEEL PER SF INSTALLED		1,040	6.00	6,240.00T
	interior door		3	312.00	936.00T
	Labor		3	180.00	540.00T
	Machine rental		10	250.00	2,500.00

Please reach out with any questions you have!
 Thank you!

SUBTOTAL 35,638.00
TAX 2,319.66

TOTAL **\$37,957.66**

THANK YOU.

Mail checks to
 Detweiler construction
 1450 Michel Avenue
 Hazleton IA 50641

Accepted By

Accepted Date

Mail checks to
Detweiler construction
1450 Michel Avenue
Hazleton IA 50641

Detweiler Construction LLC
 1450 Michel Ave
 Hazleton, IA 50641
 319-283-0689
 detweilerconstruction@outlook.co
 m

Estimate 1502



ADDRESS	SHIP TO	DATE	TOTAL	
STEVE LAURA DeBuhr independence	STEVE LAURA DeBuhr independence	10/14/2023	\$100,035.41	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		UNIT 2-3			
	Sales	wall /existing material removal with disposal	2	4,200.00	8,400.00
	new 9' wall materials/no finish	per linear ft	74	30.00	2,220.00T
	9'interior wall with sheetrock build per linear ft		74	25.00	1,850.00T
	Labor	per window	12	324.00	3,888.00T
	31.5"x69"with top transom window	total height 100.5"	12	483.00	5,796.00T
	interior door		7	312.00	2,184.00T
	Labor	INTERIOR DOOR INSTALL	7	180.00	1,260.00
	FLOATING FLOOR WITH INSTALL PER SF		1,980	10.00	19,800.00T
	CORGATED CEILING STEEL PER SF INSTALLED		1,980	6.00	11,880.00T
	RECESSED PATIO 13'X10'	OR OVERHEAD	1	30,000.00	30,000.00T
	Machine rental		20	250.00	5,000.00T
	double sliding glass door		1	1,845.00	1,845.00T

Please reach out with any questions you have!
 Thank you!

SUBTOTAL 94,123.00
TAX 5,912.41

TOTAL **\$100,035.41**

THANK YOU.

Mail checks to
 Detweiler construction
 1450 Michel Avenue
 Hazleton IA 50641

Accepted By

Accepted Date

Mail checks to
Detweiler construction
1450 Michel Avenue
Hazleton IA 50641

Laura Debuhr

107 2nd Ave SE

Independence, Iowa 50644

Project:

Service update

Scope:

Replace the existing electrical service with a 600-amp 240v single phase main breaker with (6) 225 amp rated meter sockets. (5) sockets will be used based on the current and/or proposed remodel. Panels in the existing storefronts will remain but be refed as needed. (2) new 100-amp panels will be installed, one in each of the new residential units. Grounding will be updated to current code requirements.

The proposed location will be on the back (west) walkway area, it will require a minimum of 36" in front of the new equipment. Service feeders will remain overhead. Ilpt will decide on the route to the service.

Total: \$17310

Thank You for the opportunity!

Brad Shannon

Shannon Electric Co., LLC

Laura Debuhr

107 2nd Ave SE

Independence, Iowa 50644

Project:

Remodel of upper level into (2) residential units

Scope:

Demo and rewire based on the proposed plan. Some wiring will be surface mount conduit, some wiring will be in-wall using romax. All branch wiring will be new at completion. Pricing includes smoke detectors as needed, common area wiring (tbd which electrical service it will use) I have also included a \$3000 lighting allowance in the total pricing.

This quote does not include any electrical service and/or electrical panel work (separate bid).

Total: \$30450

Thank You for the opportunity!

Brad Shannon

Shannon Electric Co., LLC

Detweiler Construction LLC
 1450 Michel Ave
 Hazleton, IA 50641
 319-283-0689
 detweilerconstruction@outlook.co
 m

Estimate 1505



Item #1.

ADDRESS	SHIP TO	DATE	TOTAL	
STEVE LAURA DeBuhr independence	STEVE LAURA DeBuhr independence	10/30/2023	\$16,447.20	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		LOWER UNITS WINDOWS AND DOORS			
	36'X88" GLASS STORE FRONT STYLE DOOR		3	728.00	2,184.00T
	Labor	DOOR INSTALL	3	290.00	870.00T
	SOLID GLASS WINDOW 56.5X126"		6	651.00	3,906.00T
	Labor	WINDOW INSTALL/REFRAME	6	1,500.00	9,000.00
Please reach out with any questions you have!		SUBTOTAL			15,960.00
Thank you!		TAX			487.20

TOTAL **\$16,447.20**

THANK YOU.

Accepted By

Accepted Date

Mail checks to
 Detweiler construction
 1450 Michel Avenue
 Hazleton IA 50641

PROPOSAL

INDEPENDENCE PLUMBING, HEATING & COOLING
509 20TH AVENUE SW
INDEPENDENCE, IOWA 50644
Phone (319) 334-7008 (319) 827-6008 Fax (319) 334-7009

PROPOSAL SUBMITTED TO LAURA DeBUHR	CELL PHONE 920-422-1071	DATE 10/20/2023
STREET 704 PARK AVENUE	JOB NAME	
CITY, STATE and ZIP CODE LITTLE CHUTE, WI 54140	JOB ADDRESS 109 & 111 2ND AVE NE	

WE PROPOSE hereby to furnish material and labor -- complete in accordance with specifications below, for the sum of:

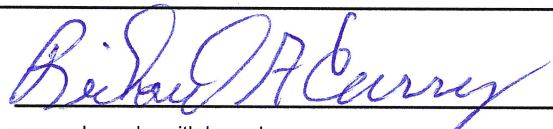
THIRTY FOUR THOUSAND SIX HUNDREDY FIFTY FIVE **dollars** \$34,655.00

Payment to be made as follows:

DRAWS UPON WORK BEING COMPLETED

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature



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

We hereby submit specifications and estimates for:

PLUMBING- NORTH APARTMENT: 3 BEDROOM

Kitchen

- (1) D23322 Dayton SS Sink
- (1) B2410LF 2 handle Delta faucet with spray
- (2) WV sink baskets

hook-up dishwasher and trim.

North Bathroom Laundry Room

- (1) TS6032 Oasis white 1 piece tub shower
- (1) BT13410 Delta tub shower, trim with R10000 valve body
- (1) lift and turn tub waste, trim
- (1) 130 | 160 Mansfield standard high round front toilet
- (1) K4775-0 toilet seat, trim
- (1) B2510LF 2 handle Delta faucet, and trim on owner's top.

South Bathroom- Same as above but no Laundry

Mechanical Room

We will provide and install (1) AENT50 50 gallon AO smith electric water heater. We will tie onto plumbing stack in basement, run PVC soil, waste, and vent piping as per fixture location, tie onto water in basement, run PEX piping up to 2nd floor, run hot and cold PEX piping to plumbing fixtures.

Total: \$20,265.00

PLUMBING- SOUTH APARTMENT: 1 BEDROOM

Same as listed above except (1) bath, laundry, and AENT40 40 gallon AO Smith water heater.

Total: \$14,390.00

Note: No demo of existing system, core drilling, crane, roof repair, HVAC, high voltage wiring, carpentry, or permits figured.

Note: Also concerned about recessed patio on running drain and water lines to north bath, laundry, and need to have enough fall to run drain lines in floor joist system.

ACCEPTANCE OF PROPOSAL --

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

Date of Acceptance _____

Signature _____

Signature _____

Independence Catalyst Grant Project Budget

Total Construction Costs: \$289,230

Total Investment: \$200,000

Apartment Project Item	Unit Cost	# of Units	Total Project Item Costs
Heat/Air			\$34,800
Kitchen			\$0
Bathroom			\$0
Flooring			\$48,320
Trim/Doors			\$13,426
Drywall			\$4,598
Electric			\$47,760
Plumbing			\$34,655
Framing			\$0

Total per unit construction costs: **Total: \$183,559**

General Construction	Estimated Costs
Demo	\$12,600
Windows Upper	\$17,026
Tuckpointing	
Main Electric	
Outside Paint	
Catwalk	
Main Floor Windows	\$12,906
Recessed Patio or Balcony	\$36,845
Insulation	
Architecture Fees	

Gen Construction Total: \$79,377**Apartment Const. Total: \$183,559**

Total Construction Costs \$262,936

10% Miscellaneous \$26,294

Overall Costs: \$289,230**Investment Sources**

	Amount
Catalyst Grant	\$100,000
City Match Catalyst Grant	\$100,000
Indy Light & Power LEIF Program (<i>borrowed</i>) ???	
Cash from owner	
Borrowing from Bank	
Total Investments:	\$200,000

Federal Historic Tax Credits @ 20%

State Historic Tax Credits @ 25%

Total tax credits:

**Tax Credits assist in paying back loans. \$200,000 Grant \$'s reduces debt covered by tax credits. After grants are applied to the overall project of \$ their remains \$ of costs.

Combined Apartment & General Construction Costs

\$0	Exterior TuckPoint and paint
\$43,358	Windows and Doors
\$34,800	HVAC
\$34,655	Plumbing
\$47,760	Electric
\$0	Insulation
\$41,443	General Constr& Carpen
\$48,320	Construction Finishes: Flooring & Paint
\$12,600	Demo & Site preparation
\$0	Professional Fees: Architect
\$0	Other
\$26,294	Miscellaneous
\$289,230	Total Budget

Worksheet for Grant

\$289,230	Overall Costs
# \$200,000	Grants and Match
# \$89,230	\$\$ available to be applied for Tax credit availability: Costs minus Grants
\$200,000	Investment sources not counting bank borrowed



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Blake Hayward – Fire Chief

DATE OF MEETING: November 6, 2023

ITEM TITLE: Department Report – Fire

We wrapped up Fire Prevention Week and Station Tours around the fire station last month. We had 6 classes and over 130 students come to tour the station and learn about fire safety. We also made a couple of trips to local schools, daycares, and churches to talk about fire prevention during last month as well. We were invited to 2 local churches to teach a CPR/AED class. We held 4 classes with 2 during the day and 2 at night or the weekend to help accommodate everyone's schedule. We feel like this is very important to get out and teach these skills that could help save a life. We also discussed 911, fire safety, and what to do during an emergency. We have had a lot of positive feedback and excellent questions come from the groups. We look forward to trying to get out to a farmer's market next year to discuss fire safety, CPR, and severe weather.

We took delivery of our new pickup last week. We weren't expecting it so soon due to the strikes and limited resources out there. This was a great surprise for us, and we are working with Sign & More to get it lettered as well as other vendors for lights and sirens. We are finding out supplies are limited when it comes to public safety so it may be a while before we are finished up 100%. It has made space a little bit tighter around the station, but we are making it work.

Last couple of months we have been plagued with trucks being out of service. Our Rescue Truck was out of service 3 separate times due to repairs and Engine 1 was out of service for a couple of months due to a computer issue. They ended up replacing 2 computers in Engine 1, and Rescue 1 is back in service for the time being, but we are reluctantly optimistic that it is good to go and crossing our fingers that it doesn't have any more issues come up.

Last month we met with our Architect Brian to discuss the fire station addition. He had asked that we get him dimensions of the fire trucks to them so they can figure out space needed for a station addition. When we met, he had figured that we need 19,000 sq ft for our station needs. Our current goal was to add on 6,400 sq ft. This has created a slight problem for us. We are continuing to work with Brian on ideas and possibilities, but we have a big gap at this point.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Laura Blaker

DATE OF MEETING: November 6, 2023

ITEM TITLE: Department Report – Library



IPL's Sesquicentennial Celebration

Independence was the first city in Iowa to offer a free, tax-supported public library! It began in 1873, 150 years ago!

Programs

The Rest of the Story: How Libraries Grew up with Iowa - Darcy Maulsby (was 10/10)

IPL: Iowa's First Free Library - Tony Bengston and Judy Olsen (was 10/26, but video recording will be made available)

Nov. 9 – Determined, Defiant, and Self Reliant - Kathy Wilson



Podcast

Listen to the podcast with three library staff members whose time with the Independence Public Library has been more than 75 years. Amy, Vonnie, and Laura talk about library changes, patrons, bats, and interesting memories.

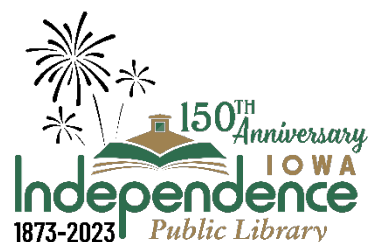
A Tribute to our Past: City and Library History Exhibit

The historical exhibit will start on Saturday, Nov. 4, with opening remarks by Mayor Bleichner and State Librarian, Michael Scott. It is a unique opportunity to see a timeline of Independence history with coordinating historical artifacts, articles, photos, and interesting pieces. A Tribute to our Past is open during library hours Nov. 4 – Nov. 7.

Faces of IPL

We are asking people to share their stories, memories, or how the library has made a difference to them. See the submissions on our website, and submit yours online or stop by the library to get a paper form.

Find out more here: <https://tinyurl.com/ipl-150years>



Interactive Wall and Community Kiosk



Through a grant from the Buchanan County Community Foundation, the library has added an interactive wall. It is “pinnable” for our contests, questions, surveys, etc.

The counter that was in this space is now being used by the Fire Department and works well for them!

Our Community Kiosk should be ready in the new year, so we will be better able to inform people about the community, market materials and programs, provide art supplies for in-library use, and offer an online card catalog in a small space.

LFL at school

There is a refurbished and restocked Little Free Library on school grounds. This one used to be at the corner of Liberty Trail and Trotter Trail and was vandalized frequently. This location has more light, traffic, and the school has cameras that cover this area. The school was very helpful in allowing it to be on their property and putting it up for us!



Roof

The library’s metal roof (primarily northeast section that slopes gradually) has been leaking, and it needs to be repaired. The library has worked hard to change our budget and make adjustments to help pay for the repairs and will be taking care of more than 80% of the \$10,700 cost. Repairs will begin soon.

Updated Strategic Plan

The library has a newly updated Strategic Plan. It is based on our pillars and values:

Wide Variety of Opportunities – Empower individuals and encourage creativity and innovation

Relevant Services – Excel in service to others

Community Partnerships – Engage in relationships and community

Enhanced Marketing – Enact proactive, relevant solutions

All of these relate to our sixth value, evaluate and improve continually. I will attach the new plan or provide copies at the City Council Meeting.

IPL PLAN Fiscal Years 2024-2026								
Pillars/Mission	Wide Variety of Opportunities		Relevant Services		Community Partnerships		Enhanced Marketing	
Values	Empower individuals Encourage creativity and innovation		Excel in service to others		Engage in relationships and community		Enact proactive, relevant solutions	
Goals: In 2025, Independence Public Library will be or have...	Activities that connect and engage community	Easy access to information, books, and learning tools	Relevant, up-to-date Collection	Services that Meet our Community's Needs	Enhanced Partnerships within the Community	Community involvement in library programming and collections	Increased public awareness and engagement	Increased efficacy and efficiency in marketing
Objectives: Broad Actions to achieve goal	Offer improvements that increase engagement and interactivity.	Develop and implement plans to reduce barriers for our service population.	Provide a relevant physical collection that meets the informational and recreational needs of our community.	Enhance services for those who are physically and/or mentally challenged and unable to come to library	Strengthen partnerships with organizations and businesses	Gather and record community stories.	Overall increase of usage and visits	Organize marketing responsibilities for better efficiency
Strategies - Planned, specific time-sensitive actions to meet objective	<p>Reach 240 adopters of the MyLibro mobile app by June 2024.</p> <p>Explore possibility of winter reading program for fiscal year 2025.</p> <p>Take better advantage of volunteer availability, refining the process and expectations by March 2024.</p>	Enhance framework of technology support for patrons through analysis and testing by May 2024.	<p>Continue to evaluate collection development plan developed with collection consultant during FY24.</p> <p>Explore sustainability and viable solutions of long-term collection development by March 2025.</p> <p>Solicit and Incorporate Teen Advisory Board book recommendations during FY24-25</p> <p>Assess usage and modify Library of Things with circulation reports and patron input by Nov. 2024.</p>	<p>Develop plan to increase awareness of homebound service by April 2024.</p> <p>Offer minimum of four programs annually at care centers/adult day care in fiscal year 2024 and 2025.</p> <p>Enhance book collection service at care centers by April 2025.</p>	<p>Encourage all staff to represent the library by volunteering a minimum of two hours in the community each fiscal year 2024 through 2026.</p> <p>Implement Community Kiosk by partnering with local organizations to streamline distribution of current information by January 2024.</p>	<p>Produce and distribute 4 or more podcasts with one or more podcasts having a guest by June 2024.</p> <p>25 or more people submit stories for the Faces of Independence Public Library before January of 2024.</p>	<p>Assess trends in an effective social media campaign and maintain engagement levels at 9% for fiscal years 2024 and 25.</p> <p>Create 24 videos to promote programs and services in fiscal years 2024 and 2025.</p> <p>Explore social media opportunities for teens with teen advisory board during FY25</p> <p>Library presence at a minimum of two community events in fiscal years 2024 and 2025.</p> <p>Promote vision/mission/mott o/core values via social media and other avenues in fiscal years 2024 and 2025.</p>	<p>Continually assess and explore staff roles for best overall social media presence in fiscal year 2024.</p> <p>Clarify expectations and provide training to equip and empower all staff to assist with social media by the end of fiscal year 2024.</p>
Objectives: Broad Actions to achieve goal		Increase access to early literacy for children up to age six.	Maintain and provide a relevant virtual collection that meets the informational and recreational needs of our community.	Evaluate current services to determine relevancy	Strengthen partnerships with schools and homeschool families	Develop Teen Advisory Board		
Strategies - Planned, specific time-sensitive actions to meet objective		<p>Twenty or more children will graduate from 1,000 Books Before Kindergarten by September 2024.</p> <p>Promote Early Literacy practices (Singing, Reading, Talking, Writing and Playing) with various tools and methods during FY 2023 and 2024.</p>	<p>Evaluate BRIDGES holds and develop budget plan by June 2025.</p> <p>Evaluate possible streaming platforms and determine best course of action to fit our budget and meet our community's needs by Jan. 2025</p>	<p>Evaluate overall computer and technology services to meet the current needs of our service population by April 2024.</p> <p>Create and implement a technology services plan by December 2026.</p> <p>Explore options and implement, if feasible, credit card payments by Dec. 2023.</p> <p>Explore offering Notary Public Services and implement, if feasible, by March 2024.</p>	<p>Partner with school personnel to introduce iTAB into the Jr/Sr High School. Explore at least two ways to connect with students by March 2024.</p> <p>Partner with school in regards to three projects during 2023-2024 school year. (Ex - Little Free Library, Community Kiosk, etc)</p> <p>Survey homeschool families to determine services/programmin g needs by February 2024.</p> <p>Provide support and resources based on survey results by September 2024.</p>	<p>Establish active group of at least five 7-12 grade students by April 2024.</p> <p>Teen advisory board begins providing programming input by June 2024.</p>		



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Bob Beatty – Parks & Recreation Director

DATE OF MEETING: November 6, 2023

ITEM TITLE: Department Report – Parks & Recreation

Parks & Forestry Department-

All flowers have been removed from downtown. We will need to purchase 10 new 360 planters for next year to finish all of 1st Street. The switch saves us \$50.00 per pole on the planting side. I do think we can add more on 3rd Ave North and South, 2nd Ave North in the future as well.

Staff are finishing up mowing and mulching this week. We will likely mulch again in November when the temperature bumps up a bit. We have now changed the second landscape to rock at Liberty and will finish the design in the spring.

The Street Department poured the concrete pad for the inclusive playground. They will pour the sidewalk and we will get the curb cut in the spring. The playground equipment was delivered earlier than expected but still beyond the window to place the surfacing. The playground will be completed in the spring and hopefully fully funded. We are working on a couple of small grants to help close the gap. I will have a better idea of the final costs once we get all of the rock and concrete bills for the project.

Recreation Department-

Flag Football finished last Monday. We had a pretty good season, weather and staff-wise. We had plenty of officials and this helped run it smoothly. We are currently advertising for 3rd and 4th grade basketball and hope to start that Thanksgiving weekend.

River'sEDGE Facility-

River'sEDGE, we had a hanging heater installed in the backroom after 10 years of no heat. We also turfed another 1500 square feet and added a batting cage and a designated area for RE players to train during practice. This extra space will help us accommodate the extra 9 teams this Season. 24 travel teams could be a little overwhelming, but we are already gearing up for parent meetings in November. We will be hosting a Bat and equipment Demo on November 15. We are painting, fixing nets, and lights, and repairing holes/dents in the walls. Excited for our 10th anniversary in February 2024!

Dog Park-

We had members of the Rotary Club help take down a shelter that had lived well beyond expectations. We will use it for parts to repair the other two. We are currently exploring pricing on a three-sided shelter to help members get out of the wind while using the Park. The goal is to purchase or build something this fall. We hosted a dog training on the agility course in early October. It did not fill but we had a few that took advantage of the workshop.

Falcon Civic Center-

The Falcon Civic Center has looked amazing since we hired the cleaning company. The patrons noticed the difference immediately and we couldn't be happier. We added four pieces of equipment to the weight room and two cardio pieces. The increased patronage has more than warranted it in the past year. We will need to focus more time in the future on the cardio side both in the upgrading and space. We hosted a craft show in October and were the host of the Boo Bash. Both events were pretty good draws and happy to have the spaces used.

Aquatic Center Facility-

Currently working on paint pricing for the fall of 2024. It is winterized and we will just need to clean the leaves out and fill the basin once the leaves are off the trees. This helps with the cleanup process and the staining that occurs with the leaves in the bottom.

RV Park Facility-

We have decided to stay open through the winter this season. We have some that have left for the winter but pay to store their campers at the RV Park and others are still there. As of October 31, we had 35 of 42 sites with a camper on them. We need to average about 7 to remain profitable based on billing last winter from Light and Power. The water is on, but campers are only allowed to hook up when they are filling tanks. We will be testing this system until the end of November and then will decide on the hydrants. The bathhouse will be closed and winterized.

Complex Facility-

The infield turf project has started. The crew has been busy placing all of the runoff tiles. This week they started on the fields and all of the tiles that run across and inside of the turf areas. After this is complete, they will likely pour the concrete edge and begin the drainage rock compacting. Hopefully, weather conditions remain decent.

I will bring a current copy of the revenues (fundraising) and expenditures page for all of you. We still have 2 grants out there. We are also trying to get estimates on all of the projects that will need to be completed to be operational and the projects that would be nice to have completed before 2025.

Cemetery-

The IPRD has maintained the cemetery for about 5 years, and we are at a crossroads on this facility. It needs major work. Several trees need to be removed, and there should be a headstone fixing plan in place. It is unfortunate when bankrupt cemeteries get turned over to cities. Honestly, I am not even sure about the potential costs but it could be more than \$50,000 -100,000 to do it right. It will likely not make the top ten priorities for the IPRD budget and money will continue to be tight everywhere. There is zero income or perpetual care monies available. Looking for thoughts, ideas, or suggestions.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: David Niedert – Police Chief

DATE OF MEETING: November 6, 2023

ITEM TITLE: Department Report – Police

- The K9 squad has been completed and delivered. A few minor glitches to work out, the upfitter Karl Chevrolet will be working on those things. The old K9 squad car will be sold by a sealed bid process. This is due to numerous agencies wishing to purchase the squad, as it is already set up as a K9 vehicle.
- Due to a complete lack of police pursuit package vehicles in the Midwest, we were unable to locate a vehicle to replace the damaged squad (insurance settlement). The replacement must be a Ford Explorer because all the interior items are for an Explorer. Because of this I, with the City Manager's approval, moved up the replacement of the investigator's vehicle to this fiscal year. We were able to find one Dodge Durango Police Package in Galena, IL. We tried to work through our local dealership, but this was not able to be done, so we purchased this vehicle through Galena Chrysler. The Chevrolet Pickup was traded in on this vehicle. It will be upfitted within the next month.
- Our law enforcement liaison, Kimberly, through Foundation2 has been a wonderful addition to the services we offer. She has two long-term clients now that have benefited from these directed services and reduced calls that officers have had to handle in the past. In the last week, she has also been working on trying to offer services to two homeless individuals.
- Officer Cornwell has started teaching DARE at St. John's Elementary again. Our department has also been co-teaching a forensic science class at Independence High School once a week this semester. This has been well received by all students and we look forward to continuing this next semester.
- We hosted a K9 decoy school here in Independence in the last month. This was funded by Vested Interest in K9's. This school brought over 30 officers and instructors to our community for a week. The address below is for the news coverage of this event:
<https://www.kcrg.com/2023/10/18/law-enforcement-agencies-across-eastern-iowa-get-special-k9-training-thanks-nonprofit/?fbclid=IwAR1MwS7QwC3pL-4qDSymXXGg5KhtEMqKUGRSqNdfrpeg3-11TZb6Gy-gsEQ>
- Officer Flack is back from his Army Reserve Deployment, and we expect him to rejoin our department in January. We are grateful that he serves not only our community but his country.
- Officer Gudenkauf completed Precision Driving Instructor School through the Iowa Law Enforcement Academy, which will help us to meet the ongoing training requirements of the Iowa Code.
- Captain Lau and Chief Niedert met with Mark Davich from Sensys Gatso and have initiated a plan for collections of non-paid ATE speed citations. Our payment percentages are within a few points of the state average.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Brad Esch – Streets Department Head

DATE OF MEETING: November 6, 2023

ITEM TITLE: Dump Truck Allocation Discussion

DISCUSSION:

We have been in touch with the vendor for the planned Dump Truck purchase for the FY2025 Budget year, and they have indicated that due to supply chain issues, there will be an allotment of Dump Truck Chassis available for purchase. They advised that if we want to be sure to be on the list to receive one, we should move forward with the paperwork for the purchase as soon as possible. A portion of this was budgeted in the FY2024 Budget - \$80,000, and the other half will be budgeted in the FY2025 Budget.

If we move forward with getting a place in line for this purchase, then we would expect delivery in the second or third quarter of 2025. If we wait, we are not sure when delivery could occur.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: November 6, 2023

ITEM TITLE: Wapsi Watershed Contribution

DISCUSSION:

The Upper Wapsipinicon Watershed Management Authority has submitted a request for additional funding of \$4,400 in FY 2024, which would bring the total funding authorized to \$5,000 annually. The original funding request and the additional funding request are attached for review.

The Council discussed at the October 2, 2023, Work Session, but had questions about what the funding will be used for. It was decided to have this topic at the next work session (November 6th) and to invite John Kurtz to speak to the Council.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



To Upper Wapsipinicon River Watershed Management Authority Board Members:

RE: Fiscal Year 2024 Upper Wapsipinicon River WMA donation request

Dear Sir or Madam,

In 2015, 32 political cities, counties and soil and water conservation districts in the Upper Wapsipinicon River Watershed came together as a board to reduce the risks of flooding and to improve and protect water quality in the Upper Wapsipinicon River Watershed. Since that time, dozens of projects have been implemented across the watershed to move toward these goals. As a part of the State-wide Iowa Watershed Approach Project, we helped the Iowa Flood Center prove their flood prevention models in the entire watershed, while at the same time proving to ourselves that implementation of private and public structures in a watershed can reduce flooding. Our UWRWMA Board is active in the state WMAs of Iowa organization, which advocates for dedicated state funding for WMA plan implementation.

The UWRWMA Board stresses the need for coordination and technical assistance to guide and inform the efforts of our multijurisdictional group. Northeast Iowa RC&D has provided exceptional coordination and technical assistance in the past. As a nonprofit, the RC&D was able to provide coordination, technical assistance and will help us secure project funding by writing and helping us write state, federal and private grants. However, funding to support coordination efforts will expire at the end of fiscal year 2023.

The UWRWMA Board feels that continued *coordination and technical assistance is vital for several reasons*. 1) There are now 28 WMAs. WMAs are the way of the future. 2) In Iowa, state and federal partners and funders recognize the importance of the WMAs and are discussing continued allocation of dedicated funding to *active* WMAs. At the same time, they are also discussing that WMAs will need to demonstrate local support. Several WMAs now pay for ongoing coordination and technical assistance through voluntary member contributions. 3) The UWRWMA Board has engaged in a learning process since its formation and as a result has become one of the most respected and knowledgeable group of watershed advocates in Iowa. 4) We currently have momentum that would be difficult to regain if lost. 5) Without coordination and technical assistance, we are unlikely to develop new projects and secure future grants.

The UWRWMA Board unanimously agreed to ask each UWRWMA city, county and soil and water conservation district member for an annual *voluntary* financial contribution. In order for the UWRWMA to reach our annual goal, we are asking each member entity to *voluntarily* contribute **\$600** annually, for coordination and technical assistance from the RC&D. Our goal is to, raise at least **\$18,000/year** for continued coordination from Northeast Iowa RC&D. This funding will allow the RC&D to have dedicated funding to pay a part-time UWRWMA Coordinator to conduct the following tasks identified in **Attachment A**, which is included with this letter.

We are sending you this letter because we want to remind your board to consider donating to the Upper Wapsi WMA for FY2024. We truly appreciate your participation and support in our continued effort in the Upper Wapsipinicon River Watershed. If you would like to talk to an existing Board member about the role Northeast Iowa RC&D currently plays, or about the Upper Wapsi WMA in general feel free to contact any of the people below.

John Kurtz, Independence City Councilman, WMA Board Chair	Tori Nimrod or Ross Eversizer, Northeast Iowa RC&D, Upper Wapsi WMA Coordinators
Email: jkurtz@indytel.com Phone: 319-240-1937	Email: tori@northeastiowarcd.org ross@northeastiowarcd.org Phone: 563-864-7112

You may send your financial contribution to Northeast Iowa RC&D at PO Box 916 Postville, IA 52162 or your representative may deliver your contribution to the UWRWMA Board at the next WMA meeting. If you need to be invoiced, please contact RC&D.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kurtz".

John Kurtz, UWRWMA Board Chair

Attachment A

The **UWRWMA Coordinator**, hired through Northeast Iowa RC&D will be responsible for the following tasks as time and funding allow.

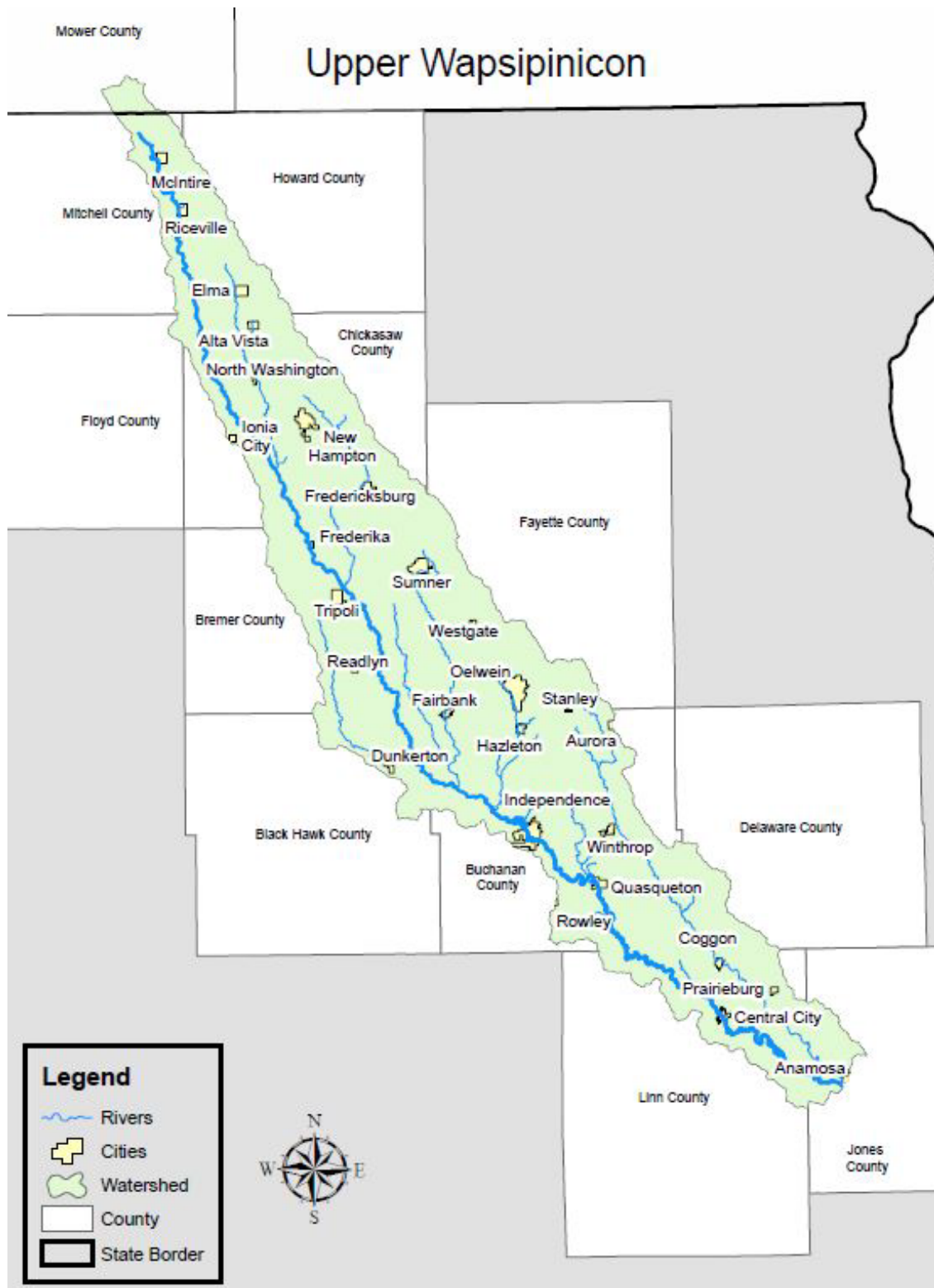
Goal Amount: \$18,000/year

- **Task 1: Coordinate and Facilitate UWRWMA Quarterly and Annual Board Meetings**
 - Work with UWRWMA Board Chair to develop and distribute agendas, which are by law required to be publicly posted by members
 - Record and distribute UWRWMA Board minutes
 - Help the UWRWMA Board track and manage appointed representatives, reappointments, and contact information
- **Task 2: Coordinate and Facilitate UWRWMA Executive Committee and Other Committee Meetings as Assigned**
- **Task 3: Support and Represent the UWRWMA Board at Statewide Meetings and Conferences**
 - Prepare and provide supporting materials and presentations for UWRWMA Board members as needed
 - Attend and present on behalf of the UWRWMA Board as needed
 - Attend meetings as the UWRWMA Coordinator: WMA Coordinators from all Iowa WMAs are asked to attend and report or present at *WMAs of Iowa* meetings and Iowa DNR statewide WMA meetings (the WMA Coordinator is a designated voting member)
 - Attend and present as needed at other statewide meetings held by partners, including but not limited to meetings of potential funders for WMAs, SWCDs, cities and counties.
 - Attend and present at other conferences (Conference organizers who bring together our partner entities such as ISAC, Iowa League of Cities, Iowa Water Conference, etc., have asked us to develop presentations and present at their conferences.)
- **Task 4: Website Maintenance for www.upperwapsi.org, the UWRWMA's Main Communication Method**
 - Post agendas and minutes, news and events relevant to the UWRWMA or Iowa WMAs
 - Maintain website functionality and update data and maps as needed
- **Task 5 Grant Identification (up to 2 per year)**
 - Research and identify grants that fit priorities of the UWRWMA Board as detailed in the Resiliency Plan
 - Maintain a Data Base of potential grants for the UWRWMA Board
 - Distribute information about potential grants to the WMA members at WMA Board meetings
 - Work with UWRWMA Board and/or committees to identify specific priority grants
- **Task 6 Grant Proposal Development and Coordination**
 - Work with the UWRWMA Executive Committee to identify priority project goals, areas, and potential partners for specific grants
 - Identifying and secure matching funds for grants as needed
 - Develop proposal narratives and required documents to complete and grant applications
 - Submit grant applications through state and federal grant submission programs and other means
- **Task 7: Coordinate Yearly Upper Wapsipinicon River Watershed water sampling efforts**
 - Includes cost of analysis for 21 sampling sites throughout the Upper Wapsipinicon River Watershed
 - Work with UWRWMA Partners in each county to continue water sampling efforts by organizing volunteers
 - Develop a yearly water quality report from water sampling data results
 - Update water quality database on the Upper Wapsi WMA website.
- **Task 8: Grant Proposal Development for Member Entities (up to 3 per year)**
 - Work with the UWRWMA member entities to identify priority project goals, areas, and potential partners for specific grants
 - Identifying and secure matching funds for grants as needed
 - Develop proposal narratives and required documents to complete and grant applications
 - Submit grant applications through state and federal grant submission programs and other means

Note: Competing grant applications from WMA member entities will be prioritized by the WMA board

• **Task 9: Coordinate Watershed Outreach**

- Develop presentations, and promotional materials for distribution by WMA Members and Watershed Coordinator
- Develop a Quarterly Newsletter that outlines WMA tasks, watershed news and up-coming events.
- Attend City Council, Commissioner, and Supervisor meetings as requested to inform WMA member entities about WMA activities, implementation progress and partnership opportunities.
- Work with the WMA board to design, determine location and develop a funding strategy for watershed boundary signage throughout the Upper Wapsipinicon River Watershed.



To Upper Wapsipinicon River Watershed Management Authority Board Members:
RE: 2024 Upper Wapsipinicon River WMA donation request

Dear Sir or Madam,

In 2015, 32 political cities, counties and soil and water conservation districts in the Upper Wapsipinicon River Watershed came together as a board to reduce the risks of flooding and to improve and protect water quality in the Upper Wapsipinicon River Watershed. Since that time, dozens of projects have been implemented across the watershed to move toward these goals. As a part of the State-wide Iowa Watershed Approach Project, we helped the Iowa Flood Center prove their flood prevention models in the entire watershed, while at the same time proving to ourselves that implementation of private and public structures in a watershed can reduce flooding. Our UWRWMA Board is active in the state WMAs of Iowa organization, which advocates for dedicated state funding for WMA plan implementation.

The UWRWMA Board stresses the need for coordination and technical assistance to guide and inform the efforts of our multijurisdictional group. Northeast Iowa RC&D has provided exceptional coordination and technical assistance in the past. As a nonprofit, the RC&D was able to provide coordination, technical assistance and will help us secure project funding by writing and helping us write state, federal and private grants. Thanks to WMA entities previous donations, last year coordinators were able to bring in an additional \$360,000 in grants for watershed improvements. Despite the efforts of the RC&D, funding to support coordination efforts will expire at the end of fiscal year 2023.

The UWRWMA Board feels that continued *coordination and technical assistance is vital for several reasons*. 1) There are now 28 WMAs. WMAs are the way of the future. 2) In Iowa, state and federal partners and funders recognize the importance of the WMAs and are discussing continued allocation of dedicated funding to *active* WMAs. At the same time, they are also discussing that WMAs will need to demonstrate local support. Several WMAs now pay for ongoing coordination and technical assistance through voluntary member contributions. 3) The UWRWMA Board has engaged in a learning process since its formation and as a result has become one of the most respected and knowledgeable group of watershed advocates in Iowa. 4) We currently have momentum that would be difficult to regain if lost. 5) Without coordination and technical assistance, we are unlikely to develop new projects and secure future grants.

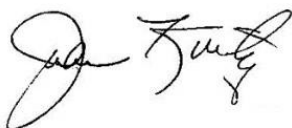
The UWRWMA Board unanimously agreed to ask each UWRWMA city, county and soil and water conservation district member for an annual *voluntary* financial contribution. In order for the UWRWMA to reach our annual goal, we are asking the City of Independence to *voluntarily* contribute **\$4,400** (\$5,000 annually), for coordination and technical assistance from the RC&D. Our goal is to, raise at least **\$18,000/year** for continued coordination from Northeast Iowa RC&D. This funding will allow the RC&D to have dedicated funding to pay a part-time UWRWMA Coordinator to conduct grant writing services, water quality monitoring, and to facilitate WMA meetings.

We are sending you this letter because we want to remind your board to consider donating to the Upper Wapsi WMA for FY2024. We truly appreciate your participation and support in our continued effort in the Upper Wapsipinicon River Watershed. If you would like to talk to an existing Board member about the role Northeast Iowa RC&D currently plays, or about the Upper Wapsi WMA in general feel free to contact any of the people below.

John Kurtz, Independence City Councilman, WMA Board Chair	Tori Nimrod or Ross Eversizer, Northeast Iowa RC&D, Upper Wapsi WMA Coordinators
Email: JKurtz@co.buchanan.ia.us Phone: 319-240-1937	Email: tori@northeastiowarcd.org ross@northeastiowarcd.org Phone: 563-864-7112

You may send your financial contribution to Northeast Iowa RC&D at PO Box 916 Postville, IA 52162 or your representative may deliver your contribution to the UWRWMA Board at the next WMA meeting. If you need to be invoiced, please contact RC&D.

Sincerely,



John Kurtz, UWRWMA Board Chair



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: November 6, 2023

ITEM TITLE: Feral Cat Services and Procedure

DISCUSSION:

During the approval of the Resolution and Contract for Premier Animal Wellness & Surgery to provide Feral Cat services to the City at the Sept. 11th City Council Meeting, there was a desire to discuss policy relating to when a cat is found, whether it is euthanized, spayed, or neutered, and whether it is returned to the area it is found in, or somehow relocated elsewhere. This item is for further discussion of that topic.

The agreement entered into with PAWS is attached for reference.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

AGREEMENT FOR FERAL CAT STERILIZATION AND RABIES VACCINATION SERVICES

This Agreement for Feral Cat Sterilization and Rabies Vaccination Services ("**Agreement**") is made this 11 day of September, 2023 ("**Effective Date**") by and between the City of Independence, Iowa, (hereinafter, the "**City**") having its principal office located at 331 1st Street E., Independence, IA, 50644, and Premier Animal Wellness and Surgery (PAWS), a business currently located at 1116 5th Ave NE, with a permanent future location to be 405 Enterprise DR SW, Independence, IA 50644.

RECITALS

- A. Premier Animal Wellness and Surgery operates a veterinary clinic at its Independence, Iowa location ("**Facility**") capable of providing Feral Cat sterilization and rabies vaccination services to stray and feral cats ("**Feral Cats**");
- B. The City requires a facility to provide sterilization and rabies vaccination services for stray and Feral Cats located within the City's jurisdiction pursuant to a trap and release program; and
- C. The City desires to retain Premier Animal Wellness and Surgery to provide sterilization and rabies vaccination services at its Facility to sterilize and vaccinate stray and Feral Cats found within the City's jurisdiction.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals above are deemed true and correct and incorporated by reference as if fully restated in this Section.
2. **Term and Termination.**
 - (a) The term of this Agreement shall be a one (1) year period commencing on the Effective Date (the "**Initial Term**"). The Agreement shall automatically renew for subsequent one (1) year terms at the expiration of the Initial Term ("**Renewal Terms**") subject to termination as herein provided. The Initial Term and any Renewal Terms shall be collectively referred to as the "**Term**".
 - (b) Either Party may terminate this Agreement at any time and for any reason upon providing sixty (60) days' written notice to the other Party.
3. **Services.**
 - (a) **Sterilization and Rabies Vaccination of Feral Cats.** Subject to veterinarian availability, the City will bring no more than three (3) Feral Cats to PAWS on Tuesdays and Wednesdays to be sterilized and administered a rabies vaccination. The Feral Cats will then be temporarily held by PAWS until PAWS, at its sole discretion, determines that the Feral Cats can be safely discharged. Upon discharge, the City will return the Feral Cats to the location where they were originally trapped. PAWS will house Feral Cats brought to its Facility by the City pending discharge.

(b) **Feral Cat Disposition.**

- (i) PAWS shall have the right to humanely destroy any Feral Cat brought to it by the City for sterilization and rabies vaccinations that are determined by PAWS to be physically suffering, injured, or is found to have a communicable disease.
- (ii) A Feral Cat shall not be humanely destroyed until PAWS receives authorization from the Director of the City's Building and Code Enforcement Department or the City Manager. PAWS shall allow until the end of the business day for a response from the City before humanely destroying a Feral Cat in the absence of an affirmative statement of consent from the City. One business day shall mean the 8:00 a.m. to 5:00 p.m. period for one consecutive day beginning at 8:00 a.m. on the first business day after PAWS contacts the City.
- (iii) Euthanasia: Euthanasia (humane destruction) shall be by euthanasia by AVMA-accepted methods.
- (iv) **Compensation.** The City shall be liable for fees associated with services performed by PAWS under this Agreement and shall remit payment promptly upon invoice by PAWS. As full compensation for the services, the City shall pay PAWS in accordance with the fees and billing practices set forth in Appendix A, which is attached hereto and made part of this Agreement by reference.

4. **Relationship of the Parties.** Nothing in this Agreement shall in any way be construed to characterize or identify PAWS or any of its employees as an employee of the City, but instead, PAWS shall perform its duties and obligations hereunder as an independent non-exclusive contractor.

6. **Indemnification.** The City will indemnify PAWS and hold PAWS harmless against all costs, expenses, and liabilities, including the costs of defense, upon any claim by any third party that arises from the City's performance or non-performance of its duties and obligations under this Agreement provided PAWS notifies the City promptly of any notice of any such claim and PAWS cooperates with the City in all reasonable respects in connection with the investigation and defense of any such claim. The City shall direct such defense at its sole discretion. Notwithstanding the foregoing, the City shall not be obligated to defend PAWS for any claims arising out of PAWS's breach of this Agreement, recklessness, gross negligence, or any intentional tort committed in conjunction with PAWS's exercise or performance of its rights or obligations under this Agreement.

PAWS shall indemnify, defend, and hold harmless the City from any and all claims for personal injury to any person, property damage, or any other claim arising out of PAWS's performance or non-performance of its duties and obligations under this Agreement. The City shall notify PAWS promptly of any notice of such claim and the City shall cooperate with PAWS in all reasonable respects in connection with the investigation and defense of any such claim. PAWS shall direct such defense at its sole discretion. PAWS shall not be obligated to defend the City for any claims arising out of the City's breach of this Agreement, recklessness, gross negligence, or any intentional tort committed in conjunction with the City's exercise or performance of its rights or obligations under this Agreement.

7. **Assignment.** Neither party shall have the right to assign this Agreement or any of its rights or obligations created herein without the written consent of the other.

8. **Force Majeure.** If either party is unable to perform any of its obligations under this agreement, other than an obligation for the payment of money, by reason of any cause beyond its control, including, but not limited to Act of God, Governmental action, war, fire, road or air disasters, disease, strikes,

or other labor disputes, then neither Party shall be liable under this Agreement provided the party gives written notice of such cause to the other party promptly after it has knowledge of the occurrence thereof.

9. **Notice.** All written notices to be given to the City shall be addressed and mailed, by registered or certified mail, to the City Manager at 331 1st Street E., Independence, IA, 50644, and all written notices to be given to PAWS shall be addressed and mailed, by registered or certified mail, to its designated representatives at 405 Enterprise DR SW, Independence, IA 50644.
10. **Entire Agreement; Amendment.** This Agreement constitutes the entire Agreement between the parties in relation to the matters discussed herein and supersedes all agreements previously made between the parties relating to this subject matter. This Agreement may be amended, modified, or supplemented only upon written agreement signed by all the parties hereto.
11. **Non-Waiver.** No delay or failure by either party to exercise any right of this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
12. **Headings.** Headings in this Agreement are for convenience and shall not be used to interpret or construe its provisions.
13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.
14. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. The parties agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and each party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.
15. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns where permitted.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year above first written.

CITY:

Premier Animal Wellness and Surgery:

By: _____



Matthew R. Schmitz, City Manager

By: _____

Its: _____

Attest: _____



Susi Lampe, City Clerk

Approved by the Independence City Council on the 11 day of September, 2023.

3

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year above first written.

Attest:



Susi Lampe, City Clerk

Premier Animal Wellness and
Surgery:

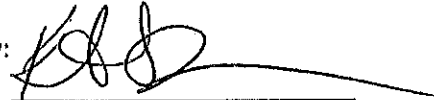
CITY:

By:



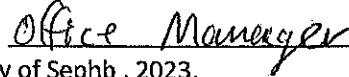
Matthew R. Schmitz, City Manager

By:



Krista Drees

Its:



Approved by the Independence City Council on the 11 day of Sept, 2023.

APPENDIX A
Service Fees & Billing Practices

Sterilization and Rabies Vaccination. The City shall be responsible for the following fees associated with Feral Cats brought in by the City:

- Feline Sterilization: \$35.00
- Rabies Vaccination: \$8.00
- Humane Destruction: \$43.00

Billing Practices.

- Premier Animal Wellness and Surgery shall provide itemized and detailed invoices to the City for services provided under this Agreement on a monthly basis. Each invoice shall be broken down by the specific services provided to each individual Feral Cat held or treated pursuant to this Agreement. Each invoice shall provide for a payment due date no earlier than thirty (30) days after said invoice is issued.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA – City Manager

DATE OF MEETING: November 6, 2023

ITEM TITLE: 1st Street West Reconstruction – Engineering Services

DISCUSSION:

I received a submittal for Engineering Services for the 1st Street West Reconstruction project, but we have not put out a Request for Qualifications for this project. I believe that we should publish this project via a Request for Qualifications before moving forward with selecting an Engineer and wanted to talk through this with the Council before moving forward.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Susi Lampe, IaCMC, IaCFO – City Clerk

DATE OF MEETING: November 6, 2023

ITEM TITLE: Revisions to City Code regarding hunting

DISCUSSION:

This was asked by a Council Member to discuss the time frame an individual or individuals have permission to hunt within City Limits and to also clarify the approved individual(s) that have permission.

Current City Code states:

41.11 DISCHARGING WEAPONS.

1. *It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, pellet guns, or other firearms of any kind within the City limits except by written authorization of the Council. Law enforcement officers are exempt within the lawful scope of their duties.*
2. *No person shall intentionally discharge a firearm in a reckless manner.*
3. *No person shall hunt within the City limits except by written authorization of the Council.*

The current code does not say that permission needs to be renewed on a yearly basis. It also does not address hunting parties.

Previous individuals that have come before Council in 2023 for permission include:

1. Curtis Cooksley
2. Brian and EJ Miller
3. Kent and Daniel Young
4. Jarret Orr

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: November 6, 2023

ITEM TITLE: Building Permit Fee Update

DISCUSSION:

As Staff has been working through the process of updating our Building Permitting Software, we noticed that our Building Permit Fees seem to be lower than surrounding communities. As such, we would like to discuss possibly moving to the same fee structure that Oelwein has. Our current fee structure and Oelwein's fee structure are attached for review and discussion.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

TOTAL PROJECT VALUATION			PERMIT FEE
\$1.00	to	\$500.00	\$5.00
\$500.00	to	\$1,000.00	\$10.00
\$1,000.00	to	\$1,100.00	\$16.50
\$1,100.00	to	\$1,200.00	\$18.00
\$1,200.00	to	\$1,300.00	\$19.50
\$1,300.00	to	\$1,400.00	\$21.00
\$1,400.00	to	\$1,500.00	\$22.50
\$1,500.00	to	\$1,600.00	\$24.00
\$1,600.00	to	\$1,700.00	\$25.50
\$1,700.00	to	\$1,800.00	\$27.00
\$1,800.00	to	\$1,900.00	\$28.50
\$1,900.00	to	\$2,000.00	\$30.00
\$2,000.00	to	\$3,000.00	\$34.50
\$3,000.00	to	\$4,000.00	\$39.00
\$4,000.00	to	\$5,000.00	\$43.50
\$5,000.00	to	\$6,000.00	\$48.00
\$6,000.00	to	\$7,000.00	\$52.50
\$7,000.00	to	\$8,000.00	\$57.00
\$8,000.00	to	\$9,000.00	\$61.50
\$9,000.00	to	\$10,000.00	\$66.00
\$10,000.00	to	\$11,000.00	\$70.50
\$11,000.00	to	\$12,000.00	\$75.00
\$12,000.00	to	\$13,000.00	\$79.50
\$13,000.00	to	\$14,000.00	\$84.00
\$14,000.00	to	\$15,000.00	\$88.50
\$15,000.00	to	\$16,000.00	\$93.00
\$16,000.00	to	\$17,000.00	\$97.50
\$17,000.00	to	\$18,000.00	\$102.00
\$18,000.00	to	\$19,000.00	\$106.50
\$19,000.00	to	\$20,000.00	\$111.00
\$20,000.00	to	\$21,000.00	\$115.50
\$21,000.00	to	\$22,000.00	\$120.00
\$22,000.00	to	\$23,000.00	\$124.50
\$23,000.00	to	\$24,000.00	\$129.00
\$24,000.00	to	\$25,000.00	\$133.50
\$25,000.00	to	\$26,000.00	\$137.25
\$26,000.00	to	\$27,000.00	\$141.00
\$27,000.00	to	\$28,000.00	\$144.75
\$28,000.00	to	\$29,000.00	\$148.50
\$29,000.00	to	\$30,000.00	\$152.25

TOTAL PROJECT VALUATION			PERMIT FEE
\$30,000.00	to	\$31,000.00	\$156.75
\$31,000.00	to	\$32,000.00	\$159.75
\$32,000.00	to	\$33,000.00	\$163.50
\$33,000.00	to	\$34,000.00	\$167.25
\$34,000.00	to	\$35,000.00	\$171.00
\$35,000.00	to	\$36,000.00	\$174.75
\$36,000.00	to	\$37,000.00	\$178.50
\$37,000.00	to	\$38,000.00	\$182.25
\$38,000.00	to	\$39,000.00	\$186.00
\$39,000.00	to	\$40,000.00	\$189.75
\$40,000.00	to	\$41,000.00	\$193.50
\$41,000.00	to	\$42,000.00	\$197.25
\$42,000.00	to	\$43,000.00	\$201.00
\$43,000.00	to	\$44,000.00	\$204.75
\$44,000.00	to	\$45,000.00	\$208.50
\$45,000.00	to	\$46,000.00	\$212.25
\$46,000.00	to	\$47,000.00	\$216.00
\$47,000.00	to	\$48,000.00	\$219.75
\$48,000.00	to	\$49,000.00	\$223.50
\$49,000.00	to	\$50,000.00	\$227.25
\$50,000.00	to	\$51,000.00	\$229.50
\$51,000.00	to	\$52,000.00	\$231.75
\$52,000.00	to	\$53,000.00	\$234.00
\$53,000.00	to	\$54,000.00	\$236.25
\$54,000.00	to	\$55,000.00	\$238.50
\$55,000.00	to	\$56,000.00	\$240.75
\$56,000.00	to	\$57,000.00	\$243.00
\$57,000.00	to	\$58,000.00	\$245.25
\$58,000.00	to	\$59,000.00	\$247.50
\$59,000.00	to	\$60,000.00	\$249.75
\$60,000.00	to	\$61,000.00	\$252.00
\$61,000.00	to	\$62,000.00	\$254.25
\$62,000.00	to	\$63,000.00	\$256.50
\$63,000.00	to	\$64,000.00	\$258.75
\$64,000.00	to	\$65,000.00	\$261.00
\$65,000.00	to	\$66,000.00	\$263.25
\$66,000.00	to	\$67,000.00	\$265.50
\$67,000.00	to	\$68,000.00	\$267.75
\$68,000.00	to	\$69,000.00	\$270.00
\$69,000.00	to	\$70,000.00	\$272.25

TOTAL PROJECT VALUATION			PERMIT FEE
\$70,000.00	to	\$71,000.00	\$274.50
\$71,000.00	to	\$72,000.00	\$276.75
\$72,000.00	to	\$73,000.00	\$279.00
\$73,000.00	to	\$74,000.00	\$281.25
\$74,000.00	to	\$75,000.00	\$283.50
\$75,000.00	to	\$76,000.00	\$285.75
\$76,000.00	to	\$77,000.00	\$288.00
\$77,000.00	to	\$78,000.00	\$290.25
\$78,000.00	to	\$79,000.00	\$292.50
\$79,000.00	to	\$80,000.00	\$294.75
\$80,000.00	to	\$81,000.00	\$297.00
\$81,000.00	to	\$82,000.00	\$299.25
\$82,000.00	to	\$83,000.00	\$301.50
\$83,000.00	to	\$84,000.00	\$303.75
\$84,000.00	to	\$85,000.00	\$306.00
\$85,000.00	to	\$86,000.00	\$308.25
\$86,000.00	to	\$87,000.00	\$310.50
\$87,000.00	to	\$88,000.00	\$312.75
\$88,000.00	to	\$89,000.00	\$315.00
\$89,000.00	to	\$90,000.00	\$317.25
\$90,000.00	to	\$91,000.00	\$319.50
\$91,000.00	to	\$92,000.00	\$321.75
\$92,000.00	to	\$93,000.00	\$324.00
\$93,000.00	to	\$94,000.00	\$326.25
\$94,000.00	to	\$95,000.00	\$328.50
\$95,000.00	to	\$96,000.00	\$330.75
\$96,000.00	to	\$97,000.00	\$333.00
\$97,000.00	to	\$98,000.00	\$335.25
\$98,000.00	to	\$99,000.00	\$337.50
\$99,000.00	to	\$100,000.00	\$339.75
\$100,000.00	to	\$101,000.00	\$341.25
\$101,000.00	to	\$102,000.00	\$342.75
\$102,000.00	to	\$103,000.00	\$344.25
\$103,000.00	to	\$104,000.00	\$345.75
\$104,000.00	to	\$105,000.00	\$347.25
\$105,000.00	to	\$106,000.00	\$348.75
\$106,000.00	to	\$107,000.00	\$350.25
\$107,000.00	to	\$108,000.00	\$351.75
\$108,000.00	to	\$109,000.00	\$353.25
\$109,000.00	to	\$110,000.00	\$354.75

TOTAL PROJECT VALUATION			PERMIT FEE
\$110,000.00	to	\$111,000.00	\$356.25
\$111,000.00	to	\$112,000.00	\$357.75
\$112,000.00	to	\$113,000.00	\$359.25
\$113,000.00	to	\$114,000.00	\$360.75
\$114,000.00	to	\$115,000.00	\$362.25
\$115,000.00	to	\$116,000.00	\$363.75
\$116,000.00	to	\$117,000.00	\$365.25
\$117,000.00	to	\$118,000.00	\$366.75
\$118,000.00	to	\$119,000.00	\$368.25
\$119,000.00	to	\$120,000.00	\$369.75
\$120,000.00	to	\$121,000.00	\$371.25
\$121,000.00	to	\$122,000.00	\$372.75
\$122,000.00	to	\$123,000.00	\$374.25
\$123,000.00	to	\$124,000.00	\$375.75
\$124,000.00	to	\$125,000.00	\$377.25
\$125,000.00	to	\$126,000.00	\$378.75
\$126,000.00	to	\$127,000.00	\$380.25
\$127,000.00	to	\$128,000.00	\$381.75
\$128,000.00	to	\$129,000.00	\$383.25
\$129,000.00	to	\$130,000.00	\$384.75
\$130,000.00	to	\$131,000.00	\$386.25
\$131,000.00	to	\$132,000.00	\$387.75
\$132,000.00	to	\$133,000.00	\$389.25
\$133,000.00	to	\$134,000.00	\$390.75
\$134,000.00	to	\$135,000.00	\$392.25
\$135,000.00	to	\$136,000.00	\$393.75
\$136,000.00	to	\$137,000.00	\$395.25
\$137,000.00	to	\$138,000.00	\$396.75
\$138,000.00	to	\$139,000.00	\$398.25
\$139,000.00	to	\$140,000.00	\$399.75
\$140,000.00	to	\$141,000.00	\$401.25
\$141,000.00	to	\$142,000.00	\$402.75
\$142,000.00	to	\$143,000.00	\$404.25
\$143,000.00	to	\$144,000.00	\$405.75
\$144,000.00	to	\$145,000.00	\$407.25
\$145,000.00	to	\$146,000.00	\$408.75
\$146,000.00	to	\$147,000.00	\$410.25
\$147,000.00	to	\$148,000.00	\$411.75
\$148,000.00	to	\$149,000.00	\$413.25
\$149,000.00	to	\$150,000.00	\$414.75



Project Value

Project Value

\$0.00	to	\$1,000.00	=	\$20.00	\$22,001.00	to	\$23,000.00	=	\$166.00
\$1,001.00	to	\$1,100.00	=	\$22.00	\$23,001.00	to	\$24,000.00	=	\$172.00
\$1,101.00	to	\$1,200.00	=	\$24.00	\$24,001.00	to	\$25,000.00	=	\$180.00
\$1,201.00	to	\$1,300.00	=	\$26.00	\$25,001.00	to	\$26,000.00	=	\$185.00
\$1,301.00	to	\$1,400.00	=	\$28.00	\$26,001.00	to	\$27,000.00	=	\$188.00
\$1,401.00	to	\$1,500.00	=	\$30.00	\$27,001.00	to	\$28,000.00	=	\$193.00
\$1,501.00	to	\$1,600.00	=	\$32.00	\$28,001.00	to	\$29,000.00	=	\$198.00
\$1,601.00	to	\$1,700.00	=	\$34.00	\$29,001.00	to	\$30,000.00	=	\$203.00
\$1,701.00	to	\$1,800.00	=	\$36.00	\$30,001.00	to	\$31,000.00	=	\$208.00
\$1,801.00	to	\$1,900.00	=	\$38.00	\$31,001.00	to	\$32,000.00	=	\$213.00
\$1,901.00	to	\$2,000.00	=	\$40.00	\$32,001.00	to	\$33,000.00	=	\$218.00
\$2,001.00	to	\$3,000.00	=	\$46.00	\$33,001.00	to	\$34,000.00	=	\$223.00
\$3,001.00	to	\$4,000.00	=	\$52.00	\$34,001.00	to	\$35,000.00	=	\$228.00
\$4,001.00	to	\$5,000.00	=	\$58.00	\$35,001.00	to	\$36,000.00	=	\$233.00
\$5,001.00	to	\$6,000.00	=	\$64.00	\$36,001.00	to	\$37,000.00	=	\$238.00
\$6,001.00	to	\$7,000.00	=	\$70.00	\$37,001.00	to	\$38,000.00	=	\$243.00
\$7,001.00	to	\$8,000.00	=	\$76.00	\$38,001.00	to	\$39,000.00	=	\$248.00
\$8,001.00	to	\$9,000.00	=	\$82.00	\$39,001.00	to	\$40,000.00	=	\$253.00
\$9,001.00	to	\$10,000.00	=	\$90.00	\$40,001.00	to	\$41,000.00	=	\$258.00
\$10,001.00	to	\$11,000.00	=	\$94.00	\$41,001.00	to	\$42,000.00	=	\$263.00
\$11,001.00	to	\$12,000.00	=	\$100.00	\$42,001.00	to	\$43,000.00	=	\$268.00
\$12,001.00	to	\$13,000.00	=	\$106.00	\$43,001.00	to	\$44,000.00	=	\$273.00
\$13,001.00	to	\$14,000.00	=	\$112.00	\$44,001.00	to	\$45,000.00	=	\$278.00
\$14,001.00	to	\$15,000.00	=	\$118.00	\$45,001.00	to	\$46,000.00	=	\$283.00
\$15,001.00	to	\$16,000.00	=	\$124.00	\$46,001.00	to	\$47,000.00	=	\$288.00
\$16,001.00	to	\$17,000.00	=	\$130.00	\$47,001.00	to	\$48,000.00	=	\$293.00
\$17,001.00	to	\$18,000.00	=	\$136.00	\$48,001.00	to	\$49,000.00	=	\$298.00
\$18,001.00	to	\$19,000.00	=	\$142.00	\$49,001.00	to	\$50,000.00	=	\$300.00
\$19,001.00	to	\$20,000.00	=	\$148.00					
\$20,001.00	to	\$21,000.00	=	\$154.00					
\$21,001.00	to	\$22,000.00	=	\$160.00					

\$50,001 to \$99,000 = \$305.00 plus \$3.00 per thousand or fraction thereof

\$100,000 to \$199,999 = \$475.00 plus \$2.50 per thousand or fraction thereof

\$200,000 to \$499,999 = \$775.00 plus \$2.25 per thousand or fraction thereof

\$500,000 and over = \$1,453.00 plus \$2.00 per thousand or fraction thereof

* Fee for demolition permit shall be based upon the Fayette County Assessor's most recent assessed value of the property and is hereby established at a minimum fee of twenty-five (\$25.00) dollars for an assessed value up to \$10,000.00 with an additional fee of five (\$5.00) dollars for every \$1,000 of assessed value in excess thereof.

Please contact the City of Oelwein Community Development Department at (319) 283-5862 with any questions.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Susi Lampe, IaCMC, IaCFO – City Clerk

DATE OF MEETING: November 6, 2023

ITEM TITLE: Election Information

DISCUSSION:

Once the City receives the results of the November 7, 2023, election, the winner of the At-Large 2 council seat must be sworn in within 10 days. This person will then finish out the remaining term of that seat.

All the rest of the City Council seats that were on the election ballot will need to be sworn in later, but prior to noon on Tuesday, January 2, 2024. In past practice, those individuals were sworn in at the first meeting in December with the understanding they would not officially take their seats until January.

RECOMMENDATION:

This item is just for information.