

**CITY OF CASCADE, IOWA
COUNCIL MEETING AGENDA & PUBLIC NOTICE
MONDAY, MAY 23, 2022, 6:00 P.M.
CITY HALL, 320 1ST AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, May 23, 2022, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Speakers from the Floor** (limit 2 minutes per person).
6. **Consent Agenda** – Review and approve the following:
 1. City Council Minutes 4/25/22 and 5/9/22
 2. Library Board Minutes 5/11/22
 3. Utility Board Minutes 5/11/22
 4. Liquor License Renewal Bent-Rim
7. **Open Pub Hearing on FY22 Budget Amendment**
8. **Close Public Hearing**
9. **Consideration of Resolution #27-22 to Amend the Fiscal Year 2022 Budget**
10. **Library Project Update**
11. **Consideration of Resolution #28-22 Business Incentive Payment to Cascade Lumber (\$4,000)**
12. **Consideration for Resolution 29-22 Authorization to Sign IEDA Downtown Housing Grant and Commit Match of \$70,000**
13. **Consideration to Purchase A New AED Machine for the Swimming Pool (\$ 1,775.73)**
14. **Consideration of Change in Water and Sewer Connection Fees**
15. **Reports – Police Chief and City Administrator**
16. **Adjournment**

April 25, 2022
City Council Meeting Minutes

The April 25, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Kelchen, Oliphant, Hosch and Rausch answered roll call.

Motion Rausch, second Oliphant to approve the agenda. Motion carried.

No public comment.

Council reviewed the items in the consent agenda including City Council Minutes 4/11/22 and 4/18/22, Library Board 4/5/22 and 4/18/22, Liquor License Renewal for Grace's Place and License for Need Consulting LLC (Wing Fest) and Proclamation honoring Clerks Week. Motion Kelchen, Second Delaney. Motion carried, all aye.

Developers Jason Rogers and Tyler Mcquillen presented a project for construction of four single family residential homes off 6th Ave SW. They are requesting City support which would allow them to apply for the Iowa Economic Development's Workforce Housing Tax Credit program providing tax benefits to developers to provide housing in Iowa communities in need of housing. The City would need to write letters of support and provide financial assistance in the amount of \$1,000 per home. Those funds would be used toward the public right of way improvements. The City did a housing assessment in 2019 that listed a need for more economical housing. A number of residents asked questions about the development such as public access, parking, snow removal and traffic as the properties would be served by an alley which is narrower than a standard street. The project will be placed on the May 9 agenda for consideration.

Interim City Administrator discussed the details of a potential future borrowing for general obligation bonds. The Council discussed possible funding scenarios for 2024 as there are future needs for infrastructure improvement and the request by the Library Board to consider a new facility.

Library Board members were in attendance requesting a number of items related to a future new library facility. Motion Delaney, second Oliphant to direct staff to attempt to get right of first refusals on the three lots for the top priority site, to work with the Community Foundation of Greater Dubuque on a plan to assist the City in fundraising for a new Library, to communicate with the Foundation and ECIA to determine if the current drawings we have for a site would suffice for grant applications and if not to allocate up to \$2,000 toward preliminary schematic designs from FEH consultants used for grant application purposes. Motion carried unanimously by roll call vote.

Brian Callahan, representing the Youth Baseball and Softball organization, discussed the need the community has for more ballfields. There is a need for practice areas and in the future the group would like to have additional fields to have more games and tournaments in Cascade. There was discussion about utilizing the City owned site south of the historic silo for a future facility. The City Council agreed with the need and will look into the ability to develop this site as it is adjacent to the levee.

Jake Deaver from MSA requested direction from the Council on the construction plans and location of the proposed construction of a new gazebo at Riverview Park. After discussion about the addition costs to place the structure further east than the existing structure, the Council requested the Park Board discuss this issue and make a recommendation to the City Council.

Resolution No 19-22 Approving the Lifeguard Certification Reimbursement Policy. Motion Rausch, second Kelchen to approve Resolution No 19-22. Motion carried unanimously by roll call vote.

Resolution No 20-22 Approving the Designation of American Rescue Plan Funds. Motion Delaney, second Oliphant to approve Resolution No. 20-22. Motion carried unanimously by roll call vote

Resolution No 21-22 Approving an Offer to Purchase of IDOT Land-NW Corner of Highways 136 and 151 in the amount of \$12,000 with a transfer of funds from the LOST fund to the General Fund and creation of a new account 001-210-6799 Roads Capital Improvement account. Motion Kelchen, second Rausch to approve. Motion carried unanimously by roll call vote.

Motion Kelchen, second Oliphant to approve the allocation of \$1,397.12 to hire Big River Sign Co to hang the Cascade Falls Wall Mural with funds to come from Community Beautification 001-510-6413. Motion carried.

Motion Kelchen, second Delaney to direct staff to have the siren repaired at the wellhouse site unless it is more fiscally responsible to purchase a new siren. Motion carried.

Mayor Knepper indicated he was looking for a representative of Cascade to be nominated to the Eastern Iowa Regional Housing Authority Board. Anyone interested should contact the Mayor.

Motion Rausch, second Oliphant to allocate \$898 toward the purchase of a large TV screen, Chromecast and mount for use in the City Council Chambers from Clerk Treasurer Office Equipment Account 001-620-6727. Motion carried.

The City Council will hold a special Council meeting on Monday, May 2 at 5:30pm to approve a public hearing resolution for possible FY22 Budget Amendments.

Resolution No 22-22 Approving the Transfer of Funds for FY22 for Debt Service Payments and Interfund Transfers. Motion Rausch, second Oliphant to Approve. Motion carried unanimously by roll call vote

Motion Kelchen, second Rausch to adjourn the meeting at 8:54p.m. Motion carried.

Lisa A. Kotter, Interim City Administrator

Steven Knepper, Mayor

May 9, 2022
City Council Meeting Minutes

The May 9, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Kelchen, Oliphant, Hosch and Rausch answered roll call.

Motion Rausch, second Oliphant to approve the agenda. Motion carried.

Shirley Keyron McDermott addressed the cost of curbside garbage to residents with varying amounts of waste.

Council reviewed the items in the consent agenda including City Council Special Minutes 5/2/22, Park Board 5/2/22, April 2022 Financial Reports, fund balances and revenue by fund as follows, Gen \$527,698.93, Spec Rev 151,684.26, Debt Svc 290,220.24, Water & Sewer 92,632.94 and May 2022 Claims for Payment. Motion Oliphant, Second Hosch. Motion carried, all aye.

The City Council supports the submittal of grant applications to the Dubuque and Jones County Boards of Supervisors for ARPA funds and other appropriate grants. Motion Oliphant, second Delaney. Motion carried, all aye.

The City Council approves sending letters of support for the Cascade Park View Homes Development application to the Iowa Economic Development Workforce Housing Tax Credit program and will commit \$4,000 toward public improvement costs if the grant is awarded to this project. Motion Rausch, second Oliphant. Motion carried, four aye, one nay (Hosch).

The City Council approves of proceeding with planning, construction design and approval to construct a new Gazebo at the Riverview Park with the location to be on the existing concrete wall (two feet further West than the existing location and five feet further into the park) at the recommendation of the Park Board. Motion Delaney, second Oliphant. Motion carried, all aye.

Administrator Kotter explained that there are two different ordinances currently addressing water and sewer connection and service fees in Cascade of which only one is currently being enforced. The Council would like to change these ordinances to be more clear and charge fees that are more inline with the Dyersville, Monticello and Peosta. This will be discussed at the next meeting.

Resolution No 24-22 Approving the Semi-Annual Disbursement of Increment Property Tax Revenue Rebate for FY2022 for River Bend Retirement Callahan Construction in the amount of \$19,345.60. Motion Rausch, second Kelchen to approve. Motion carried unanimously by roll call vote.

Resolution No 25-22 Approving the Semi-Annual Disbursement of Increment Property Tax Revenue Rebate for FY2022 for McDermott Industrial LLC in the amount of \$7,049.53. Motion Kelchen, second Oliphant to approve. Motion carried unanimously by roll call vote.

The City Council approves a contract with Quality Painting in the amount of \$5,650 to paint the Community Park Large Pavilion. Motion Kelchen, second Rausch. All aye.

The City Council directs staff to investigate the cost of creating a dog park at the old WWTP site.

Resolution No 26-22 Approving A Form and Policy for a Road Closure Approval Process. Motion Kelchen, second Delaney to approve. Motion carried unanimously by roll call vote.

The Mayor recommended the appointment of Bill Hosch for Mayor Pro Tem. No action was taken for lack of a motion.

Administrator Kotter reported that the Library's Story Book location along the Coohy trail was approved and the City received a \$600,000 grant for Downtown Housing to be used at 201 2nd Avenue. SW.

Motion Kelchen, second Rausch to adjourn the meeting at 7:42p.m. Motion carried.

Lisa A. Kotter, Interim City Administrator

Steven J. Knepper, Mayor

Cascade Public Library Board of Trustees Minutes

Wednesday, May 11, 2022

Cascade Public Library

Present: Kane, Brickley, Brindle, Ludwig, Recker

1. Meeting called to order at 4:35
2. Approval of the Agenda motion made by Recker, second by Brindle, motion carried.
3. Approval of Minutes from April 5, 2022 meeting made by Brickley, second by Brindle, motion carried.
4. No Public Comment
5. Discussion with Amy Manternach and Peter Supple from Community Foundation of Greater Dubuque was held at this time. It was decided that the Foundation would assist the Library Board going forward with a feasibility study and fund-raising campaign after the Dubuque County ARPA awards have been designated before we proceed for the future.
6. The budget report was reviewed by the Board. Board is aware that there is a balance of \$19,309.50 in this fiscal year. Also discussed was the fact that the \$5000.00 grant money received by Director Kane for the story walk materials should be entered onto the Library budget.
7. The bills were reviewed by the Board and with a motion to pay said bills was made by Brickley, second by Recker, motion carried.
8. Circulation Statistics 4/1/2022 through 4/30/2022: Door Count (entering) was 1004. Grand total of all Materials used was 3469.
9. Old Business: Lisa Kotter, Interim City Administrator attached a copy of the minutes from the Joint Special City Council and Library Board Meeting on April 18th, 2022. Consultants Eipperle and Monk from FEH were there to discuss the planning and design process for the future library. The site for the new library and obtaining a right of first refusal for said properties, schematic designs from FEH. Kotter advised Council and the Library board of the City of Cascades current debts and the state law limit amounts for the City's borrowing limit. Council will take these issues up at the April 25th meeting. OTHER: Recker brought up the Storywalk awaiting to be approved by the Army Corp of Engineers and the Board was told it is approved for installation on the River Trail on the East side of the walkway across from the light posts. This will be installed by city employees.
10. New Business with reviewing programming, events, Librarians Calendar reviewed and Summer reading will start June 8th. Director Kane was advised to contact the high school Office and seek help from the Silver Cord Students to assist with the programs.
11. Adjourn: motion made by Brickley, second by Recker, motion carried at 5:50. Meet meeting Tuesday June 2, 4:30, City Hall

Monica Recker
Secretary
Cascade Public Library Board of Trustees

Meeting Minutes May 11, 2022
Cascade Municipal Utilities Board

Chairman Gross called the May 2022 regular meeting of the Cascade Municipal Board of Trustees to order on Wednesday May 11, 2022 at 5:15 PM. Present were Trustees Barb Gross, Herb Manternach, Greg VanderLugt & Utility Manager Shontele Orr.

Motion Manternach, 2nd VanderLugt to approve the meeting agenda. Motion carried 3-0.

The board discussed the budgeted Economic Development Dollars and the requests for funding from various organizations. Motion Manternach, 2nd VanderLugt to split the dollars evenly at the amount of \$500 for each organization. Motion carried 3-0.

The board discussed the increase in gas load coming for Centro & Hosch.

The board discussed the need for long term gas planning as we are starting to run close to gas capacity and pressure capacity. Due to the need for these discussions the board was presented an agreement with USDI for their engineering/project management guidance. Motion VanderLugt, 2nd Manternach to sign into the yearly agreement with USDI and begin discussions on long term planning for the city. Motion carried 3-0.

The board discussed 2 truck boxes that are at the power plant. Due to not utilizing these & not needing them for future planning there was a motion by Gross, 2nd by Manternach to get information on what these are worth & then put them out for bid. Motion carried 3-0

The board discussed the Silo area & the request by the youth board for placing ball fields on this location. The board is open to further discussions on this with all of the right parties involved.

The board discussed the quotes for a new garage door at the warehouse. This was tabled so more specs can be gathered for the next meeting to ensure they are all comparable in type of door, etc.

The board discussed sharing warehouse space with the city for cold storage. Motion VanderLugt, 2nd Manternach to allow the city to store items in the warehouse for the remainder of this calendar year & place back on the agenda for next January to see if a different arrangement should be made at that time due to needs. Motion carried 3-0.

There was a motion by Manternach, 2nd VanderLugt to approve the April 13th meeting minutes, April Financial Statements and Fund Balances, and the May bill list & claims for payment. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	305.60	IOWA UTILITIES BOARD	2,888.00
ADVANTAGE ADMINSTRATORS	43.50	IPERS	5,237.37
AHLERS & COONEY PC	2,554.00	IPERS	3,416.79
AT&T	38.82	JACOB HEIM	64.47
BARD MATERIALS	128.76	JP SCHERRMAN, INC	319.28
BARNEY OTTING	65.00	MADISON NATIONAL LIFE INS CO	213.30
BORDER STATES ELECTRIC SUPPLY	857.40	MCDERMOTT CONCRETE	4,112.42
CASCADE COMMUNICATIONS COMPANY	99.58	MCDERMOTT OIL CO.	442.13
CASCADE LUMBER CO	322.58	MISSION SQUARED RETIREMENT	125.00
CASCADE MUNICIPAL UTILITIES	1,132.61	MISSION SQUARED RETIREMENT	125.00
CASCADE MUNICIPAL UTILITIES	1,824.78	NICUSA - IOWA DIVISION	973.56
CLAYTON ENERGY CORPORATION	69,214.80	PAYROLL	8,452.09
COMELEC INTERNET SERVICES	45.00	PAYROLL	7,579.89
COMMAND SECURITY SOLUTIONS	147.50	SIMECA	75,558.98
EFTPS	2,203.73	TEREX UTILITIES INC	1,370.94
EFTPS	2,324.79	TOM WHITE	355.51
EFTPS	2,154.47	TREASURER STATE OF IOWA	1,378.00
FLETCHER-REINHARDT CO	831.14	TREASURER STATE OF IOWA	862.00
GASSER FARM & HARDWARE LLC	128.92	TREASURER STATE OF IOWA	235.69
GROEBNER & ASSOCIATES INC	706.62	USDI	715.00
HACAP BUSINESS OFFICE	1,459.09	VERMEER SALES & SERVICE - IOWA	1,304.31
HERB QUINT	100.00	VISA	38.82
I.A.M.U.	641.04	WELLMARK BLUE CROSS & BLUE SHI	5,411.95
INDUSTRIAL SALES	870.99	WESCO RECEIVABLES CORP.	8,263.30
INSURANCE ASSOCIATES INC	267.00	WOODWARD COMMUNITY MEDIA	89.28
IOWA ONE CALL	31.50	Total	218,032.30

ELECTRIC REVENUE

\$140,558.20

GAS REVENUE

\$125,971.08

Under correspondence the board discussed the April plant summary and metrics and energy efficiency reports. Motion Manternach, 2nd VanderLugt to approve the correspondence. Motion carried 3-0.

Under manager report: A discussion was held regarding workload for the month, the OH to UG project coming to an end, supply challenge issues and upcoming projects.

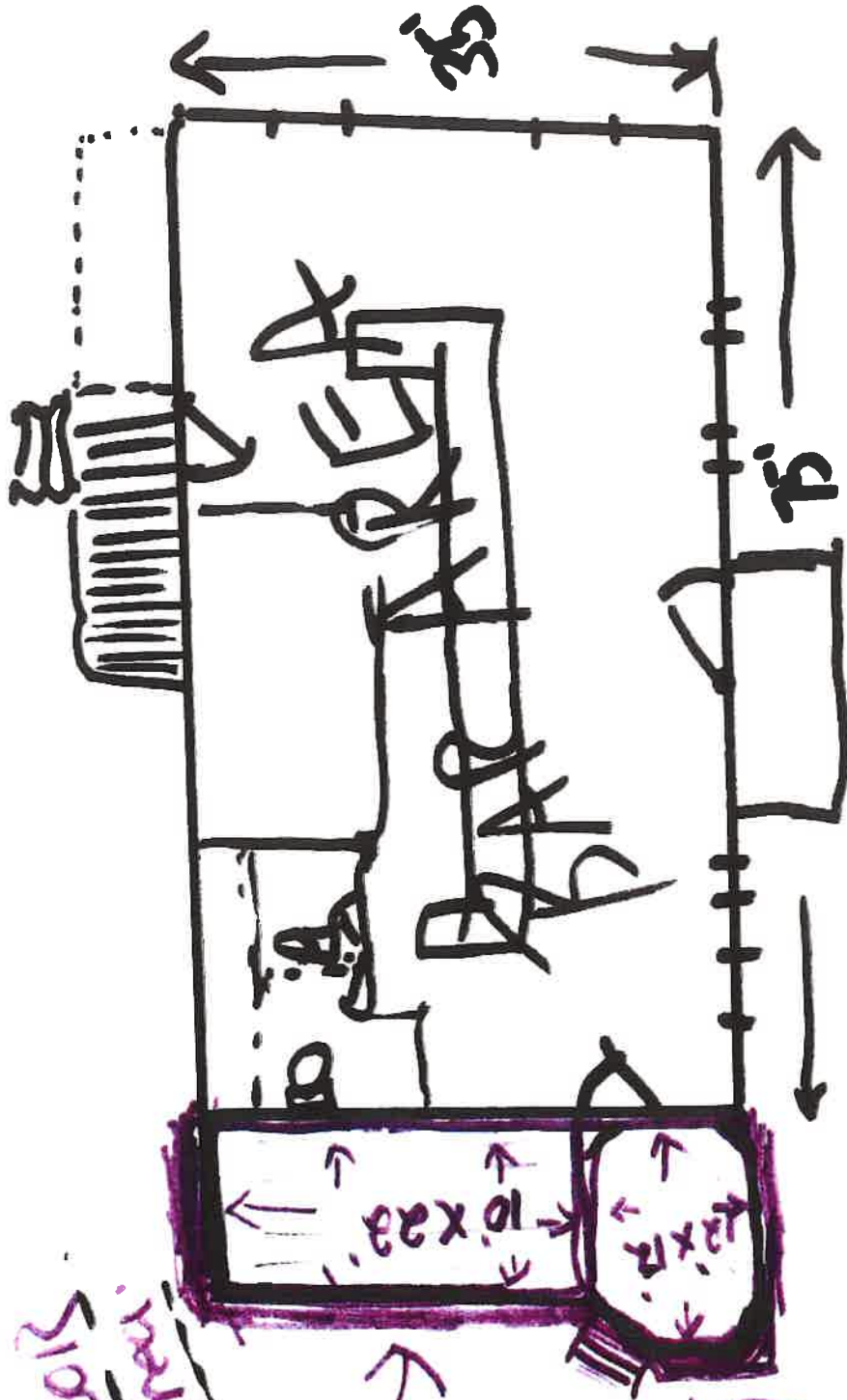
Gross adjourned the meeting at 6:28 PM on a motion from Gross, 2nd Manternach. Motion carried 3-0.

Secretary, Shontele Orr

Chairman, Barb Gross

The Dent-Kim Bar & Grill

1711 W. Ave 21/2
 Cascade IA 52033



Out Doors

Service Area

10' x 22'

18' x 10'

350 sq. ft.

45° corner cuts
 on Deck 14 sq ft.
 Subtract
 344
 = 350

5/10/13



May 23, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: May 20, 2022

Re: FY 22 Budget Amendment Public Hearing and Resolution #27-22

The Council published the Public Hearing Notice to include a few line item changes in Revenues and Expenditures. We are required to hold the public hearing to allow the public to speak on any of the proposed changes. Once the public hearing is closed, the Council can consider the Resolution #27-22. If anyone has any changes or questions regarding the dollar amounts we proposed please let me know.

RESOLUTION #27-22

ADOPTING THE CITY OF CASCADE'S FY22 BUDGET AMENDMENT FOR THE FISCAL YEAR THAT BEGINS JULY 1, 2021 AND ENDS JUNE 30, 2022

WHEREAS, the City of Cascade thoroughly examined and projected the City's expenses for the FY22 year and has amended the budget accordingly for the fiscal year which began July 1, 2021 and ends June 30, 2022; and,

WHEREAS, the City has published an advance notice of public hearing as required by law on the budget amendment attached as Exhibit A in the May 11, 2022 edition of the Cascade Pioneer for the May 23, 2022 public hearing at 6:00p.m. at the Cascade City Hall.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Cascade, Iowa, that the annual budget amendment for the fiscal year beginning July 1, 2021 and ending June 30, 2022 is hereby approved as shown in Exhibit A.

BE IT FURTHER RESOLVED, by the City Council of the City of Cascade, Iowa, that the City Clerk is hereby directed to make the filing required by law and to set up the books in accordance with the budget amendment as adopted.

PASSED AND APPROVED this 23rd day of May, 2022.

Steven Knepper, Mayor

ATTEST:

Danielle Hartke City Clerk CMC, CFO

Resolution #27-22, Exhibit A

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of CASCADE
Fiscal Year July 1, 2021 - June 30, 2022

The City of CASCADE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/23/2022 06:00 PM

Contact: Lisa A. Kotter, Interim City Administrator

Phone: (563) 852-3114

Meeting Location: Cascade City Hall
320-1st Avenue West

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	914,701	0	914,701
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	914,701	0	914,701
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	324,237	0	324,237
Other City Taxes	6	420,700	0	420,700
Licenses & Permits	7	8,250	0	8,250
Use of Money & Property	8	31,000	0	31,000
Intergovernmental	9	361,160	173,538	534,698
Charges for Service	10	4,539,943	145,000	4,684,943
Special Assessments	11	0	0	0
Miscellaneous	12	56,313	14,000	70,313
Other Financing Sources	13	0	0	0
Transfers In	14	933,661	0	933,661
Total Revenues & Other Sources	15	7,589,965	332,538	7,922,503
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	411,516	0	411,516
Public Works	17	686,427	110,000	796,427
Health and Social Services	18	0	0	0
Culture and Recreation	19	286,502	100,000	386,502
Community and Economic Development	20	140,689	0	140,689
General Government	21	299,461	100,000	399,461
Debt Service	22	713,385	0	713,385
Capital Projects	23	20,000	0	20,000
Total Government Activities Expenditures	24	2,557,980	310,000	2,867,980
Business Type/Enterprise	25	3,848,317	395,000	4,243,317
Total Gov Activities & Business Expenditures	26	6,406,297	705,000	7,111,297
Transfers Out	27	933,661	0	933,661
Total Expenditures/Transfers Out	28	7,339,958	705,000	8,044,958
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	250,007	-372,462	-122,455
Beginning Fund Balance July 1, 2021	30	3,017,769	1,785,414	4,803,183
Ending Fund Balance June 30, 2022	31	3,267,776	1,412,952	4,680,728

Explanation of Changes: Revenue-ARPA Funds, Extra Gas Customer Revs, Library Grant, Swim Lesson Fees.
Expenses in Public Works: Coohy Trail, Buchanan Street Parking, Garfield Storm Sewer.
Expenses in Culture and Recreation: Library Design and Planning, First Year New Pool Expenses.
Expenses in General Government: Cable TV Access System, special elections, River Wall Repairs, City Hall Entryway.
Expenses in Business Type/Enterprise: Water Utility Second Ave and Gas.



May 23, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: May 20, 2022

Re: Cascade Lumber Business Incentive Resolution #28-22

In July 2021 the Council approve a five-year business incentive totaling \$20,000 if Cascade Lumber built a new building in the assessed value amount of \$200,000 to \$300,000. In the packet you will find the Resolution for consideration, meeting minutes from the approval of the incentive, the program guidelines, the Cascade Lumber application and the email from the County confirming the assessed value. According to the guidelines this is the appropriate time to make the first payment of \$4,000. The remaining four payments of \$4,000 each would be made in January 2023, 2024, 2025 and 2026.

RESOLUTION #28-22

**FIRST YEAR DISBURSEMENT OF BUSINESS INCENTIVE PAYMENT FOR
CASCADE LUMBER**

WHEREAS, the City of Cascade, Iowa, pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Cascade Urban Renewal Area; and,

WHEREAS, the City has created a business incentive program adopted in 2017 via Resolutions #38-17 and #70-17; and,

WHEREAS, the City Council approved an application from Cascade Lumber for up to a \$20,000 incentive on July 26, 2021 for construction of a new building ; and,

WHEREAS, the Dubuque County Assessor has valued the new building at \$244,290 on parcel 19-31-251-009; and,

WHEREAS, Cascade Lumber has met the requirements of construction of a new building valued between \$200,000 and \$300,000; and,

WHEREAS, the first payment of 1/5th the total incentive is due at the time the construction is complete, the new tax value has been assigned and the payment is approved by City Council; and,

WHEREAS, the second, third, fourth and fifth payments are to be on the anniversary of the completed construction which was in January 2022.

WHEREAS, the remaining payments of \$4,000 each will be paid in January of 2023, 2024, 2025 and 2026.

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

SECTION I. That the City Council hereby approves and authorizes the first of five annual payments of the business incentive in the amount of \$4,000 each for Cascade Lumber since they have completed construction of a new building that is valued at \$244,290.

PASSED AND APPROVED this 23rd day of May, 2022.

Steven Knepper, Mayor

ATTEST:

Danielle Hartke City Clerk CMC, CFO

CITY OF CASCADE

BUSINESS INCENTIVE PROGRAM

Part I. Identification

Applicant: Tim Noonan / Cascade Lumber Business Phone: 563-852-3231 X107
Address: 109 Madison St SE Cell Phone: 563-590-0140
PO Box 220 / Cascade IA 52033-0220 Email: tmnoonan@cascade-mfg-co.com

Part II. Eligibility

Business Zoned M-1 or M-2: Y Business Located in Industrial Park: Y

Part II. Requirements

Construction or Expansion Completed: Fall 2021 Existing Building Purchased: _____
(Identify which one applies)

Number of Jobs Added with Construction, Expansion or Purchase: N/A

Wages of Positions Added: N/A

Wages must be at 80% of Dubuque County's Regional Wage amount to be eligible.

Business will provide the most recent Employers Contribution & Payroll report to verify the number of employees and their wages on the anniversary of this application. Please blackout the employee's social security numbers.

Part III. Assessed Value (Available from County Assessor)

- A. Assessed Property Value of New Construction: \$ 225,000 - 250,000
- B. Assessed Property Value of Building After Expansion: \$ _____
- C. Assessed Property Value of Purchased Building: \$ _____
(Put the value beside the appropriate area)

To be eligible for the (5) Five year incentive, the business agrees to stay in business and conduct operations for a minimum of (5) Five years. If the company fails to meet this requirement, a prorated refund will be given back to the City of Cascade based on the amount given to date.

Part IV. Applicants Signature



Applicant Signature

07/22/2021

Date

Co-Applicant Signature

Date

Office Use Only

Business is zoned correctly and in the appropriate district: _____

Assessed Value Meets the Requirements: _____

Number of Jobs and Wages Meet the Requirements: _____

Business Incentive Approved: _____

Date: _____

Signature

City Administrator

From: Billie Selby <Billie.Selby@dubuquecountyiowa.gov>
Sent: Wednesday, May 4, 2022 11:53 AM
To: Tim M. Noonan
Subject: [EXTERNAL] 19-31-251-009 Values by Building

Tim,

Below is the breakdown by building for the 19-31-251-009 parcel:

New Building (2021 B3- 1S MTL/FR) \$244,290

2001 B1- 1S MTL/STL \$630,610

2001 A2- 2S MTL/FR \$133,090

2007 B2-1S MTL/FR \$259,280

CONC \$66,120

FENCING \$22,920

LIGHTS \$13,800

LIGHTS \$4640

TOTAL IMPROVEMENTS: \$1,374,750

EXEMPT AMOUNT: \$183,220 (ALL ON BLDG 3)

Let me know if you need anything further on this. Have a nice day.

Billie Selby
Dubuque County Assessor
Office: 563.690.3041 Cell: 563.513.8141
billie.selby@dubuquecountyiowa.gov

July 26, 2021
City Council Meeting Minutes

The July 26, 2021 Regular City Council meeting was called to order at 6:00PM by Mayor Staner. The Pledge of Allegiance was recited and then Delaney, Rausch, Hosch, Kelchen and Knepper answered roll call.

A motion was made by Delaney, second by Knepper to approve the agenda. Motion carried.

No speakers addressed the City Council.

Council reviewed the items in the consent agenda including City Council minutes 07/12/21, Park Board minutes 07/13/21, Cascade Municipal Utilities minutes 07/19/21, liquor licenses for Butch & Frankie's Home Goods LLC, Bent Rim, American Legion Post #528, Lyons Service Center and The Corner Tap Room. Motion by Kelchen, second by Delaney to approve the items in the consent agenda. Motion carried.

Two Gingers is requesting to close 1st Ave W from Lincoln Street to Buchanan Street on 9/18/21 for Ride for Kids. The street may be closed sometime between 11:30am – 2:30pm. The street probably will only be closed for 1 hour. Motion by Rausch, second by Kelchen to approve closing 1st Ave W from Lincoln St. to Buchanan St. on 9/18/21 for the Ride for Kids. Motion carried unanimously.

Two Gingers is requesting to close 1st Ave W from Lincoln Street to Buchanan Street on 8/29/21 for a benefit ride for UI Children's Hospital. The street may be closed sometime between 3:30-5:30pm. Motion by Delaney, second by Kelchen to approve closing 1st Ave W from Lincoln St to Buchanan St on 8/29/21 for the UI Children's Hospital benefit. Motion carried unanimously.

Council reviewed the 1st draft of the gazebo at Riverview Park again and also looked at possible costs for adding a cantilevered deck or just a concrete deck on the east side of the gazebo. Jake Deaver from MSA was present. Jake provided a sample cantilevered deck from another city and it was very expensive. It was proposed to just do a 6' 8" thick concrete off the back of the gazebo but cantilever it. Jake said that engineering would need to get done including geo tech to look at the foundation. It was also discussed to simply add a deck on the back and anchor it to the gazebo, using the existing concrete. It was also discussed moving the gazebo further into the park by 5' and just adding a concrete area. This will need to be reviewed to see if we alter the view of the amphitheater from the bridge. The Army Corps will be contacted to discuss a review of the current gazebo and to discuss proposed project. Cascade Lumber will be contacted with the changes we would like to see so far with the project to get a 2nd draft. Motion by Kelchen, second by Rausch to move ahead with the plans as discussed and reach out to the Army Corps on the idea of a cantilevered deck. Motion carried unanimously. Also, we have received 4 requests to donate to the gazebo project. The City Council is ok with opening this up to the public if anyone would like to give a donation in memory of someone or just want to donate.

Council reviewed the proposed stormwater ordinance. There is a lot of information contained in this that no one really understands. There are important elements of it that we would like to incorporate into our existing ordinance. Specifically changing that anything 1 acre or more needs to have a stormwater management plan, add erosion control information and review definitions that should be added. The inspection element might want to be included also so that we are reviewing what contractors have stated they were doing. Motion by Kelchen, second by Rausch to add items to our existing stormwater ordinance including annual inspections, erosion control, 1 acre or more needs stormwater management plan and look at definitions and then bring it back to council. Motion carried unanimously.

Council discussed pricing for vacated streets/alleys. When streets and alleys get vacated the city has not paid taxes on them, didn't maintain them and didn't pay for them, but yet we want to charge the people buying them. It would be understandable to have the purchaser pay for legal and recording fees and surveying if needed. Many ideas were discussed. One idea was to review the assessed values of adjoining lots to determine the value

of the street or alley being vacated. Council would like to think about this more. Motion by Kelchen, second by Rausch to table until the next meeting. Motion carried unanimously.

The river wall on the east side of the river just down from the bridge is showing signs of deterioration. Letters requesting ideas to repair were sent out to 5 contractors. One quote was received. Ned Herrig Masonry provided a quote for \$29,500 to tuck point wall, pour concrete behind the wall to stop water from eroding the wall and to mitigate and repair/stabilize the wall. He also provided a quote for \$6,500 to place a cap on the wall top to prevent further erosion and water from getting behind the wall and extend the life of the wall. Something definitely needs to be done. Motion by Kelchen, second by Delaney to go ahead with the quote from Ned Herrig Masonry for both jobs. Motion carried unanimously.

Council reviewed a Business Incentive application from Cascade Lumber. They are wanting to construct a large warehouse to house flooring and that is climate controlled. The project would be over \$200,000 and they would be eligible for a \$20,000 incentive payable over 5 years. Motion by Rausch, second by Kelchen to approve the business incentive for Cascade Lumber. Motion carried unanimously.

Council reviewed **Resolution #40-21**, Resolution Approving Entering into Contract for Auditing Services with BerganKDV. This would cover auditing services for the next 3 years. This covers auditing for the City of Cascade and Cascade Municipal Utilities. We have been using BerganKDV since 2016. Motion by Delaney, second by Rausch to approve **Resolution #40-21**. Motion carried unanimously by roll call vote.

Council reviewed the *1st Reading* of Ordinance #05-21, An Ordinance Amending Chapter 165, Schedules of District Regulations of the Code of Zoning Ordinances for the City of Cascade, Iowa. This had been brought before council before but the exact setbacks were not included. This would provide smaller setbacks for lots 80' and smaller. Motion by Kelchen, second by Delaney to approve the *1st Reading* of **Ordinance #05-21**. Motion carried unanimously by roll call vote.

Council received a report from the Police Chief and City Administrator. The Police Chief reminded everyone about Crime Night Out next Tuesday, August 3rd at 6pm at the Riverview Park. The City Administrator reminded the Mayor and Council that Crime Night Out is Tuesday, August 3rd and that they always pass out the free hot dogs. The 2nd Ave Water Main Project will be done mid-August and the pre-construction meeting will be held August 6th. Reminder to the public that anything that is placed in the ground needs to have Iowa One Call done prior to digging. The Blue Spruce tree in Riverview Park should be down and the new tree will be coming soon. Seal coating was done last week. The amount the City will be receiving from the American Rescue Plan increased to \$347,076.11 and our first installment should be here by mid-August in the amount of \$173,538. Tom Storey from the DOT is looking into what the district office thinks about moving the Business 151 signs. Maquoketa Valley electric lines can go in the ROW. The Chamber golf outing is next Thursday, August 5th starting at 5:30pm with a 4-person best shot. We get this free of charge with our membership.

With no other business, Kelchen moved and Rausch seconded to adjourn the regular meeting at 7:45p.m. Motion carried.



Deanna McCusker, City Administrator



Greg Staner, Mayor

RESOLUTION #70-17

**A RESOLUTION ADOPTING AN UPDATED BUSINESS INCENTIVE PROGRAM BY
THE CITY OF CASCADE, IOWA**

WHEREAS, the City of Cascade recently approved additional incentives for businesses on top of the TIF Rebate incentive; and,

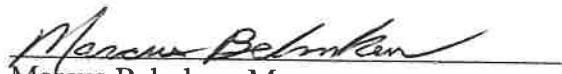
WHEREAS, the City Council of the City of Cascade, Iowa deems it necessary to adopt an incentive to cover a business who purchases an existing building and adds to the workforce in the City of Cascade.

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

SECTION I. That the Business Incentive Program, attached hereto and made part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

SECTION II. That the Mayor sign and the City Clerk attest to adopting the updated Business Incentive Program for the City of Cascade, Iowa.

PASSED AND APPROVED this 14th day of August, 2017.



Marcus Behnken, Mayor

ATTEST:



Daniele Hartke, CMC CFO, City Clerk

City of Cascade Business Incentive Program

The Business Incentive Program is a cash incentive program; designed to attract new businesses to Cascade. The program also provides a cash incentive to existing businesses that make substantial expansions to their business, which results in added workforce.

Eligible Participants:

- New business zoned M-1 or M-2 located in or near the Industrial Park and areas along Industrial Street.
- Existing businesses zoned M-1 or M-2.

Requirements:

- Construction or expansion must be completed or existing building purchased
- Must have 5 employees when doors open or have added 5 jobs with expansion that pays at least 80% of the DBQ County Regional Wage amount.
- Must add 5 more jobs over the next 3 years and maintain those jobs for the next 2 years that pays 80% of the DBQ County Regional Wage amount. Doesn't apply to businesses who start with more than 10 employees.
(An extension can be requested.)
- Business has to commit to staying in Cascade for a minimum of 5 years or will refund the City a prorated amount that was given to date.

Program Elements:

- An Agreement will be developed between the City and the business, including a mortgage for the total grant amount that the company is eligible for.
- If the Company fails to meet the jobs requirements or leaves Cascade prior to the required 5 years, a refund of the grant amount paid to date will be owed to the City.
- The City will provide a grant payment upon completion of construction or expansion with an assessed valuation of at least \$100,000 per acre. For new construction to be eligible, the property must have an assessed value of at least \$200,000. For expansion projects, the new assessed value must be at least \$200,000. If all requirements are met the City will provide a grant payment in the amount of \$10,000 per \$100,000 of assessed value over 5 years. The first installment or 1/5 will be paid when construction is complete. The remaining grant amount will be paid yearly on the anniversary of the completed construction.
- The City will provide a grant payment upon the purchase of an existing building with an assessed valuation of at least \$100,000. To be eligible, the building purchased must have an assessed value of at least \$200,000. If all requirements are met, the City will provide a grant payment in the amount of \$5,000 per \$100,000 of assessed value of 5 years. The first installment or 1/5 will be paid when the purchase of the building is complete. The remaining grant amount will be paid yearly on the anniversary of the closing date.

- The program is capped at assessed values of \$600,000.
- For new construction in the Industrial Park area and along Industrial Street, the owner of the business must follow the Industrial Park Covenants.
- An owner will only remain eligible to receive the incentive as long as all other requirements are met.
- Incentive payments will cease immediately in the event that the business does not remain open for business.
- Funding for this incentive program will come from the Tax Increment Financing Fund for the City.
- In the case the City's financials do not support this type of incentive, the program will cease to exist and the City will have no obligation to fund the incentive. In this case the agreement will become null and void. The business owner will have no rights to make the City pay any additional incentive.
- Business must provide an Employer's Payroll report on the anniversary date of the business for 5 years.
- Business agrees to make timely tax payments.
- The Business Incentive Program is only with said business and is non-transferrable.
- Building or Business must be located within a TIF District.



May 23, 2022 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, Interim City Administrator
Date: May 20, 2022
Re: Downtown Housing Grant

The City received a grant for \$600,000 to be used at 201 2nd Ave SW. The collaborative project will be with Iowa Main Street Investments. The total project will be \$1.3M and the City's pledge was \$70,000. The City funds can come from Facade or TIF. The Mayor will need the authority to sign the documents when they are sent from the State. The first draft of the agreement is included in the packet along with the original application. The State just notified me that we will get another final copy. My suggestion is that the Council adopt Resolution #29-22 at this meeting. If there are any significant changes to the new contract then we would come back for another approval.

RESOLUTION #29-22

A RESOLUTION AUTHORIZING THE SIGNATURE OF THE IEDA DOWNTOWN HOUSING GRANT FORMS AND AGREEMENT FOR 201 2nd AVENUE SW AND COMMITTING THE REQUIRED FINANCIAL MATCH

WHEREAS, the Cascade City Council applied to the IEDA for a grant in the amount of \$600,000 to support the reconstruction of the property at 201 2nd Avenue SW to be developed by Iowa Main Street Investments; and,

WHEREAS, the Cascade City Council was awarded the grant funding in the amount of \$600,000 (Grant Number 22-ARPDH-006) in April 2022; and,

WHEREAS, the City intends to partner on this project with the developer Iowa Main Street Investments (Brian Bock, Principal); and,

WHEREAS, the Cascade City Council has pledged the sum of \$70,000 as matching funds for this grant application to the Iowa Economic Development Authority's Rural Innovation Grant Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Cascade, Iowa, authorizes the Mayor and Clerk to sign any documents necessary to comply with the IEDA Downtown Housing Grant program for 201 2nd Ave SW and commits the \$70,000 toward the project in the form of either a Façade Grant, TIF Tax Reimbursement or TIF Loan.

PASSED AND APPROVED this 23rd day of May, 2022.

Steve Knepper, Mayor

ATTEST:

Danielle Hartke City Clerk CMC, CFO

**STATE AND LOCAL FISCAL RECOVERY DOWNTOWN HOUSING PROGRAM
SUB-GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF CASCADE**

AWARD NO.: 22-ARPDH-006
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: April 30, 2022 – April 30, 2024

THIS Sub-Grant Agreement (“Sub-Grant Agreement”) is between the Iowa Economic Development Authority (“Authority” or “IEDA”) and “City of Cascade” (“Subrecipient”).

SUBAWARD IDENTIFICATION

SUBRECIPIENT NAME:	City of Cascade
SUBRECIPIENT LEGAL ENTITY NAME:	City of Cascade
SUBRECIPIENT ADDRESS:	320 1st Ave W
CITY, STATE, ZIP:	Cascade, IA 52033
SUBRECIPIENT UEI NUMBER:	MGDAUECTHLY5
FEDERAL AWARD DATE:	March 11, 2021
SUB-GRANT PERFORMANCE START DATE:	April 30, 2022
SUB-GRANT PERFORMANCE END DATE:	April 30, 2024
SUBAWARD AMOUNT:	\$600,000
FEDERAL SUB-GRANT PROJECT DESCRIPTION:	Downtown Housing Project
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Nick Sorensen, 515.348.6182
SUBRECIPIENT CONTACT INFORMATION:	Steve Knepper, 563.852.3114

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Sub-Grant is funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Sub-Grant Agreement shall not exceed the SUBAWARD AMOUNT specified in the above caption, in the aggregate, unless modified in writing by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. The Authority may unilaterally terminate this Sub-Grant Agreement if sufficient grant funds are not made available to it by Treasury.

ARTICLE 2 - ACKNOWLEDGEMENT OF FUNDING TIMEFRAMES

The Subrecipient acknowledges and agrees that funds for this Sub-Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **all costs incurred prior to March 3, 2021 or after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Sub-Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

ARTICLE 3 – USE OF FUNDS

3.1 GENERAL

The Subrecipient shall expend funds received under the Sub-Grant Agreement only for the purposes and activities described in the Downtown Housing Project Proposal submitted to the Authority attached hereto as Exhibit A (“Proposal”), this Sub-Grant Agreement and as otherwise approved by the Authority.

3.2 COMPLIANCE WITH FEDERAL LAWS, RULES, REGULATIONS, AND GUIDANCE

The use of funds shall be in accordance with the provisions of the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described on Exhibit B attached hereto; all applicable Treasury or other federal guidance; and as described in this Sub-Grant Agreement.

3.3 INDIRECT COSTS NOT ELIGIBLE

Funds may not be used for payment of indirect costs.

ARTICLE 4 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under the Sub-Grant Agreement:

4.1 SUB-GRANT AGREEMENT EXECUTED

The Sub-Grant Agreement shall have been properly executed and, where required, acknowledged.

4.2 DOCUMENTATION REQUIRED FOR REIMBURSEMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA. The following shall accompany all draw requests:

- 4.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 4.2.2 A Draw Request Itemization Spreadsheet (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 4.2.3 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 4.2.3.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 4.2.3.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 4.2.3.3 Development Agreement between City of Cascade and Project Developer

4.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit the final draw request by no later than September 30, 2025. Failure to request disbursement of all Sub-Grant funds by that date may result in forfeiture of the Sub-Grant and return of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

4.4 CONFORMANCE WITH BUDGET

IEDA is under no obligation to disburse funds to reimburse expenditures for purposes or uses other than as set out in the budget detailed in Exhibit A. Changes to the approved budget detailed in Exhibit A must be submitted by the Subrecipient to the Authority in IowaGrants.Gov. Approval of requests to change the approved budget shall be in the sole discretion of the Authority.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

5.1 AUTHORITY

The Subrecipient is a nonprofit organization duly authorized and empowered to execute and deliver the Sub-Grant Agreement. All required actions on the Subrecipient's part, such as

appropriate resolution of its governing board for the execution and delivery of the Sub-Grant Agreement, have been effectively taken.

5.2 FINANCIAL INFORMATION

All financial statements and related materials concerning the Sub-Grant provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 PROPOSAL

The contents of the Proposal were a complete and accurate representation of the Subgrant as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Proposal.

5.4 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute the Sub-Grant Agreement, or to otherwise comply with the obligations of the Sub-Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient or the Subgrant.

5.5 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written Sub-Grant Agreements, agreements or arrangements of any kind which are inconsistent with the Sub-Grant Agreement.

5.6 TERM OF AGREEMENT

The covenants, warranties and representations of this Article are true and binding as of the date on which the Subrecipient executed this Sub-Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Sub-Grant Agreement and at the time of each request for disbursement of funds.

ARTICLE 6 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of the Sub-Grant Agreement, the Subrecipient covenants with the Authority that:

6.1 COMMENCEMENT OF WORK

The Subrecipient shall commence construction of the project described in the Proposal no later than six months after the date this Sub-Grant Agreement is executed by the Authority.

6.2 SUBGRANT WORK AND SERVICES

The Subrecipient shall perform work as described in the Proposal and budget and in compliance with this Sub-Grant Agreement.

6.3 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges that federal laws, guidance, rules and regulations applicable to the award and Sub-Grant include the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to the Final Rules and all rules and regulations described on Exhibit B attached hereto; and all applicable Treasury or other federal guidance, and other policy requirements of the Federal SLFRF Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

6.4 REPORTING

6.4.1 *Reporting.* The Subrecipient agrees to comply with any and all reporting obligations and deadlines established by Treasury and/or by the Authority as related to this the award and this Sub-Grant. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, the collection of Key Performance Indicators, and narrative descriptions of project impact.

6.4.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

6.5 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

6.6 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Sub-Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation

or materials related to this Sub-Grant Agreement; and any facility used to carry out the Sub-Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

6.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

6.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Sub-Grant, initiation of any investigation or proceeding involving the Sub-Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

6.9 CONFLICT OF INTEREST

6.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

6.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under Iowa Public Officials Act under Chapter 68B of the Iowa Code (for governments), and 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

6.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

6.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

6.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Sub-Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable

Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Sub-Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Sub-Grant Agreement.

6.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 6.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal sub-grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal sub-grant agreement, grant, loan, or cooperative agreement.
- 6.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Sub-Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 6.11.3 The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and sub-grant agreements under grants, loans, and cooperative agreements) and that all sub-Subrecipients shall certify and disclose accordingly.
- 6.11.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

6.12 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Sub-Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 6.12.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address

or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 6.12.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 6.12.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 6.12.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.
- 6.12.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

6.13 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation and signage regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

6.14 NONASSIGNMENT CLAUSE

The Subrecipient shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Sub-Grant Agreement or discontinue administration activities under the Sub-Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Sub-Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Sub-Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Sub-Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Sub-Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Sub-Grant Agreement.
- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Sub-Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Sub-Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* The Sub-Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are

required include extensions for completion of Sub-Grant activities, changes to the Sub-Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.

8.35.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Sub-Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Sub-Grant Agreement.

8.35.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.36 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year.

8.2.3 *Additional Audit.* As a condition of the grant to the Subrecipient, the Authority reserves the right to require the Subrecipient to submit to a post Subgrant completion audit and review in addition to the audit required above.

8.2.4 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Sub-Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority’s final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority’s final determination that costs previously paid under the Sub-Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with the Sub-Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend the Sub-Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate the Sub-Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of the Sub-Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate the Sub-Grant Agreement in whole, or in part, when the Parties agree that the continuation of the Subgrant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, the Sub-Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under the Sub-Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Sub-Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Sub-Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Sub-Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Sub-Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Sub-Grant Agreement shall be jointly and severally enforceable against the Parties to this Sub-Grant Agreement.

9.2 SURVIVAL OF SUB-GRANT AGREEMENT

If any portion of this Sub-Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Sub-Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Sub-Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Sub-Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Sub-Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

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

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Sub-Grant Agreement except to disburse funds according to the terms of the Sub-Grant Agreement.

9.6 HEADINGS

The headings in this Sub-Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Sub-Grant Agreement.

9.7 INTEGRATION

This Sub-Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Sub-Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Sub-Grant Agreement.

9.8 COUNTERPARTS

This Sub-Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – Subrecipient’s Downtown Housing Project Proposal submitted to the Authority through IowaGrants.gov.

9.10.2 Exhibit B – Federal Governance of SLFRF

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Articles 1 - 9 of this Agreement

9.11.2 Exhibit B – Federal Governance of SLFRF

9.11.3 Exhibit A – Subrecipient’s Downtown Housing Project Proposal submitted to the Authority through IowaGrants.gov.

IN WITNESS WHEREOF, the Parties have executed this Sub-Grant Agreement on the dates specified below.

SUBRECIPIENT

BY:

Signature of Authorized Official (Mayor)

Print Name

Title

DATE:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Deborah V. Durham, Director

DATE:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



April 27, 2022

Honorable Steve Knepper, Mayor
City of Cascade
320 1st Ave W
Cascade, Iowa 52033

SUBJECT: 2022 Downtown Housing Grant (22-ARPDH-006)

Dear Mayor Knepper:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Cascade a Downtown Housing Grant in an amount not to exceed \$600,000. These funds are to be used for 201 2nd Avenue SW in the City of Cascade as stated in the grant application. The grant is funded with State and Local Fiscal Recovery Funds authorized under the American Rescue Plan Act of 2021.

No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have executed a contract. The contract template is currently under review. Once the review is completed, we will send the contract to you. Once received, please review the document thoroughly; affix your signature and return it to IEDA within thirty days of the contract receipt date. Upon receipt, IEDA will execute the contract and upload a copy to IowaGrants.gov for your records.

IF THE CONTRACT IS NOT FULLY EXECUTED, THE AWARD OF FUNDS SHALL BE RESCINDED AND NO DISBURSEMENT WILL BE MADE TO REIMBURSE THE CITY FOR ANY COSTS INCURRED.

If you have any questions, please contact your project manager, Nick Sorensen, at 515.829.2436 or by e-mail at Nick.Sorensen@IowaEDA.com.

IEDA looks forward to working with the City of Cascade on its Downtown Housing project *once all conditions to the award have been met and the contract is fully executed.*

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah V. Durham", is written over a blue horizontal line. Below the line, the text "Deborah V. Durham (515) 281-1470 (CST)" is printed in a small, light blue font.

Deborah V. Durham
Executive Director

File: IowaGrants.gov



Application

423350 - Downtown Housing Grant - Final Application

445168 - Cascade 201 2nd Ave SW
Downtown Resource Center

Status: Submitted Submitted Date: 01/31/2022 2:01 PM Submitted By: Deanna Lynn McCusker

Applicant Information

Primary Contact:

AnA User Id Shelley.Annis@IowaID
 First Name* Deanna First Name Lynn Middle Name McCusker Last Name
 Title:
 Email:* cascadecity@netins.net
 Address:* 813 Riverbend Dr NE

City* Cascade City Iowa State/Province 52033 Postal Code/Zip
 Phone:* 563-380-0183 Phone Ext.
 Program Area of Interest* CDBG
 Fax:

Organization Information

Organization Name:* City of Cascade
 Organization Type:* City Government
 DUNS: 08-030-8539
 Organization Website: www.cityofcascade.org
 Address: 320 1st Ave W
 PO Box 400
 Phone: Cascade City Iowa State/Province 52033 Postal Code/Zip
 563-852-3114 Phone Ext.
 Fax: 563-852-7554

Applicant Information

City (Applicant)	Caxcade		
Primary Contact	Mr.	Chris	Ball
	Salutation	First Name	Last Name
Address	320 1st Ave W; PO Box 400 IA		
City/State/Zip	Cascade	Iowa	52033
	City	State	Zip Code
Phone/E-mail	563-852-3114	admin@citycascade.com	
	Phone	E-mail	

Congressional District(s) Involved or Affected by this Proposal 1st - Rep. Ashley Hinson
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal 29
District Map

Iowa House District(s) Involved or Affected by this Proposal 58
District Map

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address	201 2nd Avenue SW		
	Cascade	Iowa	52033
	City	State	Zip Code

Census Tract 20220 19 061 0103.00

Project Appropriateness

Description of the complete project scope of work: (2,000 characters maximum)

Cascade is a community with a lot going for it and recent developments build this momentum.

This momentum is most apparent along 1st Avenue, our Main St., where retail has gained momentum with businesses such as the Pink Pig, a women's clothing store bringing people in their front door from more than 50 miles away and emerging from COVID with a vastly enhanced online presence and shipping exponentially more out the back door. Commercial momentum has also begat energy for one or two upper story living space rehabs, one to three units at a time.

Wanting the benefits of such private/public partnerships to be taken to the next level, we look to a larger building just off 1st Ave. There is no better place to start than the historic Frank May Brewery building at 201 2nd Ave. SW. Dating back to 1865 records do not indicate a closing date. We suspect it was perhaps prohibition impacted, but its next iteration was as a longtime feed store. For the community both iconic uses draw inventory from and sell to folks from the ag industry surrounding many small cities like ours.

With enormous transformational potential, the reuse of the 10,000 sf. landmark is scheduled to have 10 apartments of varying size and up to 3,000 sf of commercial development. Other than a small corner of 1st floor housing the community food pantry, this grand stonewalled building has sat vacant for 25 plus years.

The complete remodel includes a new roof, windows, plumbing, HVAC, and electrical. The signature effort will be the creation these all-new apartments. Remodel cost estimates of \$1.3 million will be financed with credit secured at Collins Community Credit Union in the amount of \$400,000, along with City participation of Property Tax Reimbursement, a \$50,000 TIF Loan and up to \$20,000 in Downtown Facade Renovation Reimbursement . . . and hopefully a state housing grant.

The housing project will come as a 1st phase, followed by commercial reception hall use on 1st floor.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

**Description of the housing elements of the project:
(2,000 characters maximum)**

Even with the smattering of quality upper story units, we know Cascade is ripe for more market rate workforce housing. A majority of the aging downtown and fringe apartments rent for \$450, because they are simply not desirable and of low quality. But when a recent development opened just 3 spacious and attractive units at \$850, they filled with 2 professionals from Dubuque and one from Dyersville (a retail manager, an office worker and a non-profit entrepreneur). With this lead, we simply must close the financial gaps on this historic housing addition.

Ten apartments will total approximately 6,400sf, and because of the unique nature of the building the apartments will vary in size.

Empty for 25 years and never residential, all floors are basically gut reconstruction after emptying the indoor junk yard it has become; but the bones are spectacular with stone trim, vaulted ceilings, unique archways and loft feel. The windows will offer dramatic views of the community and the proximate river that cascades just on the edge of downtown.

Detailed challenging steps/elements of this rehabilitation:

- Deconstruction/abatement and plenty of dumpster hauling
- Roof (immediate attention needed)
- Tuck pointing and soft stone maintenance
- Groundwork for new sewer and water lines
- Windows apartment/commercial ? façade restoration. The current window openings on this former feed store do not lend themselves to housing, small and even some split by interior floors
- Full kitchen and bath creation (Cabinets, countertops, appliances)
- LED Lighting
- Insulation ? Spray foam
- Flooring Including concrete work)
- Doors/trim
- Electrical upgrade (new service panel/apartments)
- HVAC
- Reconstruction of wood stairwells
- Plumbing (reaching upper stories for the first time)
- Sprinkler system (hard to find commitments for this safety feature in a small town Iowa project when code requires it)
- Elevator

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the project's impact on the community/downtown district:

Realizing full utilization of large historic structures will be the Frank May Brewery Complex's legacy in Cascade. Reaching back to the days when industrial met retail and service downtown, the impact of this large mixed-use total building rehabilitation in Cascade is really full-on community initiated development and will ripple through the core commercial district.

(2,000 characters maximum)

Downtown Cascade basically can brag of its pristine one block of great eclectic architectural styles and then another block and stretches to these larger buildings behind 1st Avenue the "Main" thoroughfare. It is a typical layout of a town the size of Cascade, but its character is very unique. This small scale development momentum gradually moving up once a project like this is undertaken, means historic preservation and the reuse of a community's structural treasures can become the norm and more importantly make more economic sense.

Funding of the housing grant will not only close financial gaps and add fulfillment of the market-rate housing niche, as called for in the recent market analysis conducted in the community. It will also spur 3,600 sf of finished commercial space on main floor, destined to be reception/meeting space in a historic setting, not found in Cascade. It will also replace the bowling lane reception space lost to a fire, a couple years back.

Impact on the community includes the fact just around the corner there is a 21,000 sf brick fortress of a building, the old Knights of Columbus Hall. This even larger structure sits vacant and ready too. . . ready to find a developer, but it really requires an even larger appetite for risk. Frank May will set the tone for this meeting Hall and other downtown structures just off the "main drag".

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the project's impact on housing in the community/downtown: (2,000 characters maximum)

Downtown Cascade is already home to destination retail. The young adult demographic targeted for these 10 apartments will likely be single and in their mid30s, creating a very vibrant opportunity for additional retail, service, restaurant and entertainment venue growth and the multiplying residential effect this can spark.

Related to this, these apartments will perfectly fill a void for the waning/decrease in Cascade's population in the 30 to 50 age group demographics, per our recent housing study.

Tenants of the existing nice new apartments all commute, so this is an ideal opportunity, as Cascade is a very quick commute (hop on to the HWY to Dubuque or Dyersville), our county's largest communities; but with trends, it may not stop there. The commute to Cedar Rapids, Iowa's 2nd largest community is about 1/2 hour. In addition, the new workforce paradigm says there will be more offers for a work at home, at least part of each week. Many people want Cascade-scale living in contrast to the issues of those larger communities. Living in our quaint community where the prices are not as high and feeling safer has broader appeal today. Living downtown, with just enough amenities to make this a great place to subsist and have a social life, will foster more growth.

Just off the "main drag", we are also saying the buildings that will follow our lead will have the benefit of being part of the hustle & bustle of the emerging live/work/play district, but still have that slight buffer from the related noise.

Need more evidence of the impactful nature of this next-level residential development: Look no further than the fact once this purchase and residential development were eminent, mention has already been made of another Important downtown building for housing. The former Faber Hotel, at one time owned by the parents of Cascade native, Major League Baseball Hall of Famer Red Faber has been brought to City leaders' and the developer's attention as a potential next step.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for other building owners?

Yes

Will this project create new units in underutilized upper story space?

Yes

Number of new units:

10

Will the project rehabilitate

No

underutilized existing
upper story
apartments?

Budget

Grant Request Amount	\$600,000.00
Cash Match	\$719,000.00
Total Project Cost	\$1,319,000.00

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$0.00		
Local Incentives	\$70,000.00	Secured	TIF Reimbursement &/or loan aswell as Facade Grant
Private Equity Investment	\$249,000.00	Secured	combo private funds
Private Loans	\$400,000.00	Secured	Collins Community CU up to \$400K so figures fluid
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$1,319,000.00		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	No		
Federal Historic Tax Credit	No		
State Historic Tax Credit	No		
Tax Increment Financing (Rebate)	Yes	Secured	
New Markets Tax Credit	No		
Tax Abatement	No		
Other	No		

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$45,000.00
Construction - Windows/Doors	\$135,000.00
Construction - Roofing	\$65,000.00
Construction - HVAC	\$95,000.00
Construction - Plumbing	\$80,000.00
Construction - Electrical	\$155,000.00
Construction - Insulation	\$25,000.00

Construction - General Carpentry	\$230,000.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$65,000.00
Construction Subtotal	\$895,000.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$50,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$36,000.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$0.00
Other	\$290,000.00
Contingencies	\$48,000.00
TOTAL BUDGET	\$1,319,000.00

Building Information

Building Information 1

City – Property Address* 201 2nd Avenue SW
Property Owner Brian Bock principal of Iowa Main St. Investments
Address 4282 Buffalo Ct NE
City/State/Zip Solon
 Iowa
Zip 52333
Telephone Numbers
Cell Phone 319-310-4727
Fax
E-mail Address BBock@COLLINSU.ORG

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.: Brian Bock with Iowa Main Street investments has a passion for restoring commercial properties in smaller rural Iowa towns. Most recent projects include the Corner Taproom/Happy Joes in Cascade, Cranky Hanks Pizza Bank in Shellsburg, and the Textile Taphaus on 76 Main in Atkins to name a few.

(1,000 characters max.) Experience with Catalyst and local incentives.

Property Address 201 2nd Avenue SW
Year Built 1865
If vacant, how long: 25
Square footage: 4000
Square footage: 6000
Current Use Non-Profit
Current Use Vacant

of Residential Units

Number of Residential Units
Proposed Use Mixed Use
Proposed Use Residential
of Proposed Residential Units: 10
Proposed Start Date 04/18/2022
Projected Completion Date 03/31/2024
Project architect TBD

Listed or eligible for listing in the National Register of Historic Places Yes

Does the local community have a design review process? No

Will the project be part of a CDBG Downtown Revitalization Grant? No

Will the project receive any other federal funding? No

County/City Assessor Property Card Cascade - Frank May Brewery Assessors Card.pdf

Cost estimates for all proposed construction work. Final Cascade Estimates.pdf

Submitted Part 1 Historic Tax Credits application

Submitted Part 2 Historic Tax Credits application

Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Cascade Housing Grant Drawings and rendering - Final.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Cascade Downtown Housing Grant Photo Montage.pdf

Historic photographs of the property/project as available Cascade Historic Frank May Brewery photo.jpg

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Cascade Housing Grant Assurances, Resolution and Purchase Agreement	Cascade Assurances - Resolution & Purchase Agreement.pdf	pdf	175 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	Google Maps location just off 1st Avenue, our Main Street	Cascade Map 201 2nd AveSW of Brewery Housing location.jpg	jpg	135 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload	Collins Community Credit Union \$400,000 Letter of Credit to Iowa Main Street Investments (Brian Bock) for Frank May Brewery Building REhabilitation	Cascade Letter of Credit.pdf	pdf	40 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Grant Recipient (City) W9 Download IRS form W9 HERE	Cascade Downtown Housing Loan W9	Cascade W-9 Bock Downtown Housing Grant.pdf	pdf	121 KB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? * No

Could the proposed grant program or policy have a disproportionate or unique **negative impact** on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge. *

Yes

*

Interim City Administrator

Title

Chris

First Name

Ball

Last Name



May 23, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: May 20, 2022

Re: AED Purchase

We are in need of a new AED at the swimming pool as the old one does not work. The cost of a new one is \$1,775.73 which includes pediatric pads. We will look to see if there is any grant funding from the County Health Department. I would recommend the funds come from the Pool Capital Equipment Fund 001-430-6727.

Date: 5/19/22
Branch #: D89

Order Confirmation

NOT AN INVOICE



Sold-To Name: CASCADE MUNICIPAL SWIMMING POOL (CITY OF CASCADE)
Sold-To Address: 405 2ND AVE. NE
City: CASCADE St/Prov: IA ZIP/PC: 52033 Phone: 563-852-3114
Contact Person: LISA A. KOTTER Email: ADMIN@CITYCASCADE.COM
ZNAT/ZREG: 9200001866 # of Employees: DC:
Local Rep Name: TAMI SMITH C#: 1287461 MLA Rep Name: C#:
Matrix Account: YES NO Matrix Partner Name: MAM Segment: SELECT ONE
Partner & Loc # Submitting CrossSell Lead:
Service Frequency: One-Time Sale Bundle Sold: YES NO Bundle Type:
PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required Other:

QUANTITY	MATERIAL #	DESCRIPTION	UNIT PRICE	TOTAL
1	4001Z	AED PLUS AUTOMATIVE DIRECT PURCHASE (COMES WITH BATTERIES AND ADULT PADS)	1613.15	1613.15
1	8306188	PEDIATRIC PADS	162.58	162.58
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
1	400	Service Charge	0	0

Your Estimated Total: 1775.73

CUSTOMER CREDIT REFERENCE INFORMATION:			
Supplier #1 Contact: <i>For Cintas Office Use Only</i> Pmt Terms:	How long a customer:	Amount outstanding:	Phone: Average payment days:
Supplier #2 Contact: <i>For Cintas Office Use Only</i> Pmt Terms:	How long a customer:	Amount outstanding:	Phone: Average payment days:
Supplier #3 Contact: <i>For Cintas Office Use Only</i> Pmt Terms:	How long a customer:	Amount outstanding:	Phone: Average payment days:

Delivery/Installation Instructions:

I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Lisa A. Kotter

Customer Signature: Date: 05-20-22
Customer Name: City of Cascade Title: Interim City Admin

INTERNAL USE ONLY
Sold-to # Change ID: Window Reset: YES NO Rental Acct: YES NO
Payer # Change ID: Y1:
Bill-to # Change ID: 49 Install Route: Service Route:

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May 23, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: May 20, 2022

Re: Water and Sewer Connection Fees and Water Service Fees

As the Council discussed at the last meeting, we discovered that we have inconsistencies between what we are enforcing and the ordinances on the books for water and sewer connections. The fee we are currently charging is \$25 which relates to Ordinance 6-3-5 which relates to a water service fee. What we are not enforcing is the water and sewer connection fees can be found in Title VI Physical Environment Chapters 2 Sub (4)(15) and 3 (8). These two sections outline a connection fee for both water and sewer. The residential fees are a flat \$250 (\$500 total) for both water and sewer separately if the lot is 60 feet or less. If the frontage is more than 60 feet, additional charges are added at \$8.34 per foot (\$4.17 each), again for both. The residential lot that I am reviewing for the permit is wider than normal at 120 feet for the frontage. The fee for this lot will be \$1000.40. This means that a common lot will be \$500 to \$1000.

At the last meeting we agreed to consider some changes and wanted to first review the current fees for Peosta, Dyersville and Monticello. Those fees and ordinances are included in the packet.

Dyersville

Water and Sewer \$325 Residential Each

Water and Sewer \$425 Commercial/Industrial Each

Monticello

Water and Sewer \$125 Each, \$100 Impact Fee for New Construction

These have not been raised in a very long time. They will be exploring Building Codes and Inspection Fees in a year or so.

Peosta

No connection fees.

However, they contract with ECIA for inspections so much higher fees are collected in this service area.

For example a new 2,000 sq ft home for building permit alone is \$900. This fee does not include any electric, plumbing, HVAC.

None of the communities charges different fees based on who pays to install the main and the stubs for the services.

If the Council is prepared to recommend a new few we can draft a new ordinances to be considered in the upcoming meetings.

Peosta Monticello

Monticello... I also found your water and sewer ordinance online...is the \$125 for each water and sewer correct? **Yes for residential, plus a \$100 Impact Fee for "new construction" (as opposed to a tear down)** Again Is this charged regardless of the two examples above tapping the main or connecting to a stub... **does not matter**
Do you have building permit fees you can share **I attached our permit application which has the fees**are you only administrative oversight on permits (no inspections)? **Yes**

Note: Our fees are pathetically low and have not been adjusted in decades. Even with the connection fees you are looking at \$1000 for a new home. We will also be exploring the adoption of building codes and inspections in awhile – I think I have another year or so before I start pushing that envelope but the political will is growing.

Peosta....I found your ordinances but I do not see any tapping or connection fees? Is that correct? **We do not have any connection fees.** I have downloaded your long list of bldg., elect, plumb, hvac, roof etc permit resolutions? I understand you hire ECIA inspector to do full inspections correct? **Yes.**

Your help is appreciated as we plan to discuss this at our next City Council meeting. Thanks, Lisa

Lisa A. Kotter
Interim City Administrator
City of Cascade
320 1st Ave W
Cascade, IA 52033
Mobile 563-320-1206
Office 563-852-3114



6-3-3 LICENSE REQUIRED. All installation of water service pipes and connections to the municipal water system shall be made by a plumber approved by the City. The Superintendent shall have the power to suspend the approval of any plumber for violation of any of the provisions of this Ordinance. A suspension, unless revoked, shall continue until the next regular meeting of the City Council. The Superintendent shall notify the plumber immediately by personal written notice of the suspension, the reasons for the suspension, and the time and place of the City Council meeting at which the plumber will be granted a hearing. At this City Council meeting the Superintendent shall make a written report to the City Council stating the Superintendent's reasons for the suspension, and the City Council, after fair hearing, shall affirm or revoke the suspension or take any further action that is necessary and proper. The plumber shall provide a surety bond in the sum of one thousand dollars (\$1,000.00) secured by a responsible surety bonding company authorized to operate within the State, conditioned to indemnify and save the City harmless against all losses or damages that may arise from or be occasioned by the making of connections to the water system or excavations therefore or by carelessness, negligence or unskillfulness in making the same. Such bond shall remain in force and must be executed for a period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. In lieu of a surety bond, a cash deposit of one thousand dollars (\$1,000.00) may be filed with the City.

6-3-4 MANDATORY CONNECTIONS. All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water supply if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

Water

6-3-5 PERMIT. Before any person makes a connection with the public water system, a written permit must be obtained from the Superintendent. The application for the permit shall be filed with the Superintendent on blanks furnished by the Superintendent. The application shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. No different or additional uses will be allowed except by written permission of the Superintendent. The Superintendent shall sign and issue the permit and state the time of issuance, if the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid. Work under any permit must be begun within six (6) months after it is issued. The Superintendent may at any time revoke the permit for any violation of this chapter and require that the work be stopped. The property owner shall pay a flat fee of twenty-five dollars (\$25.00) upon the submission of the application for the water permit for use of City water for a period not to exceed thirty (30) days from the date that the owner connects to City water services to the date that the water meter is installed. The owner shall notify the City Administrator not less than thirty (30) days after receipt of the permit that the connection to the City water meter is ready for inspection by the Superintendent. This fee will be included on the first water bill.

(Ord. 42-13, Passed August 26, 2013)

6-3-6 WATER SUPPLY CONTROL. The plumber who makes the connection to the municipal water system shall install a main shut-off valve of the inverted key type on the water-service pipe near the curb with a suitable lock of a pattern approved by the Superintendent.

Water

of the North Fork Maquoketa River.



4. Other Areas. The connection charge in all other areas is \$250.00. This fee applies to each and every sixty-foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot.

6-3-9 EXCAVATIONS. Excavations to do work under this Ordinance shall be dug so as to occasion the least possible inconvenience to the public and to provide for the passage of water along the gutter. All such excavations shall have proper barricades at all times, and warning lights placed from one-half hour before sunset to one-half hour after sunrise. In refilling the excavation the earth must be laid in layers and each layer tamped thoroughly to prevent settlement, and this work, and any street, sidewalk, pavement or other public property that is affected, must be restored to as good a condition as it was previous to the excavation. The plumber must maintain the affected area in good repair to the satisfaction of the City Council for three months after refilling. All water service pipes must be laid so as to prevent rupture by settlement of freezing. No excavation shall be made within six (6) feet of any laid water or sewer pipe while the ground is frozen, and no water or sewer pipe shall be exposed to frost, except by special written permission of the Superintendent.

6-3-10 INSPECTION AND APPROVAL. All water-service pipes and their connections to the municipal water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or owner must proceed immediately to correct the work so that it will meet with the Superintendent's approval. Every person who uses or intends to use the municipal water system shall permit the Superintendent or the Superintendent's authorized assistants to enter the premises to inspect and make necessary alterations or repairs at all reasonable hours and on proof of authority.

(Code of Iowa, Sec. 372.13(4))

6-3-11 COMPLETION BY THE CITY. Should any excavation be left open or partly refilled for twenty-four (24) hours after the water-service pipe is installed and connected with the municipal water system, or should the work be improperly done, the Superintendent shall have the right to finish or correct the work, and the City Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before the plumber can receive another permit, and the plumber's bond required by the Plumbing Ordinance shall be security for the assessment. If the property owner is assessed, such assessment shall be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12(3)(h))

6-3-12 WATER METER TESTING. The Superintendent of Public Works or their designee shall make a test of the accuracy of any water meter at any time when requested in writing. If it is found that such meter overruns to the extent of 5% or more, the cost of the test shall be paid by the City and a refund shall be made to the customer for overcharges collected since the last known date of accuracy, but not for a longer period than 3 months. If the meter is found to be accurate or slow or less than 5% fast, the user shall pay a testing charge of \$100.00.

(Ord. 48-14, Passed May 27, 2014)

The shut-off valve shall be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground.

The plumber also shall install a shut-off valve and waste cock on every service pipe inside the building near the entrance of the water-service pipe into the building; this must be located so that the water can be shut off conveniently and the pipes drained. Where one service pipe is installed to supply more than one customer, there shall be separate shut-off valves inside the building for each customer so that service to one customer can be shut off without interfering with service to the others.

6-3-7 **MAKING THE CONNECTION.** Any connection with the municipal water system must be made under the direct supervision of the Superintendent or the Superintendent's authorized assistant. All taps in the water main must be at least (12) inches apart and on the side and near the top and not in any case within 18 inches of the hub.

(Code of Iowa, Sec. 372.13(4))

6-3-8 **CONNECTION CHARGE.** Before any permit is issued and connection made, a connection charge shall be paid to the City in accordance with the following:

1. East Industrial Park Area. In the property described below, the connection charge is \$2,000.00. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below but to all connections to the water mains or any extension to the mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if a determination is made by the City that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The East Industrial Park Area is described as follows:

Part of Lot 1 of Lot 1 of Lot 1 of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa.

2. Johnson Street NW. In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below, but to all connections to the water mains or any extensions to the water mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows:

Lot-1 of Breitbach Addition, and Lot-2 of Breitbach Addition that portion West

12. The City shall, in no event, be held responsible for claims made against it by reason of the breaking of any mains or service pipes, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

12-1 Abatement of Violations. Construction or maintenance of building sewer lines whether located upon the private property of any owner or in the public right of way, which construction or maintenance is in violation of any of the requirements of this chapter, shall be corrected at the owner's expense within thirty (30) days after date of official notice from the council of such violation. If not made within such time the council shall in addition to other penalties herein provided have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

13. The premises receiving sanitary sewer service, shall at all reasonable hours, be subject to inspection by duly authorized personnel of the City.

14. The Owner of the property served by a building sewer shall be responsible for the operation, maintenance, repair, blockage, surface replacement, and any damage resulting from operation, maintenance repair and blockage of said building sewer, from the point of connection with the building drain to the Public Sewer.

15. Connection Charge. Before any permit is issued and connection made, a connection charge shall be paid to the City in accordance with the following:

a. East Industrial Park Area. In the property described below, the connection charge is \$2,000.00. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below but to all connections to the sewer mains or any extension to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if a determination is made by the City that the requested hookup will place an unreasonable burden on the sewer mains. The East Industrial Park Area is described as follows:

Part of Lot 1 of Lot 1 of Lot 1 of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa.

b. Johnson Street NW. In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below, but to all connections to

Sewer

the sewer mains or any extensions to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows:

Lot-1 of Breitbach Addition, and Lot-2 of Breitbach Addition that portion West of the North Fork Maquoketa River.

c. 6th Avenue SE. A connection charge of \$15.26 per linear foot of lot frontage shall be required for all 6th Avenue SE properties between Madison Avenue and Delong Avenue.

d. Other Areas. The connection charge in all other areas is \$250.00. This fee applies to each and every sixty-foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot.

6-2-4-1 SPECIFICATIONS FOR SEWER SERVICE LINES

Purpose. This chapter governs the construction of new sewer service lines and the replacement of existing sewer service lines in the city.

Utility Locations. Prior to beginning excavation, the contractor shall notify all utility companies of the location of the excavation work and request field location of their facilities. The contractor shall exercise care in excavating near all utilities or service connections to these utilities. They shall be protected, supported and maintained in service or restored to the condition in which they were found. Where such utilities cannot be replaced so as to occupy their original location, they shall be relocated by the respective utility company with the cooperation and assistance of the contractor. In the case of drain tile or sewers, the contractor shall relocate such facilities under the direction of the City.

Trench Excavations. Excavation may be carried on by any reasonable method preferred by the contractor which shall insure systematic progress without danger to the completed work or the private or public property adjacent to the work. Whenever the contractor shall excavate below the grade of the sewer service line, they shall backfill the trench to grade with selected sand tamped in place.

Sewer Service Taps. All service taps shall be performed by Sewer Department personnel. They shall be located at the ten o'clock or two o'clock position on the circumference of the pipe. No taps shall be made less than twelve inches from a joint and never directly on top of the main. Taps shall be a minimum of twelve inches apart.

Service Lines Sewer Saddle. On clay tile or P.V.C. sewer mains, a sewer saddle is required and type shall be determined by the City Superintendent. A larger saddle will be needed if the sewer main diameter is larger. A minimum of one 5-gallon bucket of approved mortar mix is to be packed around and underneath the saddle and under the sewer main.

RESOLUTION 2022-27

A RESOLUTION SETTING BUILDING PERMIT FEES

WHEREAS, In conformance with Title VI, Chapter 13, Section 6-13-7(a) of the Peosta Municipal Code.

Permit Issuance Fee for each permit (except re-roof, deck, garage addition) \$10.00

Square Foot charges

Permit fee for new construction	\$.45 per square foot
Permit fee for alterations, repairs, replacement, or remodeling	\$.45 per square foot
Permit fee to finish a basement in homes that the original building permit was taken out before January 1, 2011	\$.45 per square foot
Permit fee to finish a basement in homes that the original building permit was taken out after January 1, 2011	\$.20 per square foot
Permit fee to re-roof	\$75.00 flat fee
Permit fee for a deck	\$75.00 flat fee
Permit fee for a garage	\$145.00 flat fee
Miscellaneous permits not covered by this fee schedule will be based upon the number of anticipated inspections	\$35.00 per inspection

Other Inspection and Fees:

Plan review fees when a plan is required by the code, per hour of review time \$200.00* (minimum of one-hour charge and charged in 1/2 –hour increments beyond the first hour)

Inspections outside of normal business hours, per hour \$60.00* (minimum charge of two (2) hours)

Reinspection fee, per hour \$60.00*

Inspections for which no fee is specifically indicated, per hour \$60.00* (minimum charge of ½-hour)

Additional plan review required by changes, additions, or revisions to approved plans, per hour \$60.00* (minimum charge of ½-hour)

Inspections upon less than 24-hour advance notice, in addition to any other inspection fee(s) which may apply \$150.00

*Or the total hourly cost to the City, whichever is the greatest. This cost shall include outside plan review expense, supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

RESOLUTION 2010-23

A RESOLUTION SETTING PLUMBING PERMIT FEES

WHEREAS, the Peosta City Council adopted Ordinance 2010-04-An Ordinance Amending Title VI of the Peosta Municipal Code by adding a new chapter adopting the 2006 International Residential Code that contains a Building Code, a Plumbing Code, a Mechanical Code, and a Electrical Code, and providing for the administration thereof and for issuance of residential one and two unit building permits, and repealing provisions inconsistent therewith on September 14, 2010; and,

WHEREAS, in conformance with Ordinance 2010-04 the rates for Plumbing Permit Fees will be set by Resolution of the City Council.

Permit Issuance

1	For the issuance of each permit	\$10.00
2	For issuing each supplement to a permit	\$ 5.00

Unit Fee Schedule (in addition to Item 1 or 2 above)

1	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, venting, and backflow protection therefor)	\$ 7.00
2	For installing, repairing or replacing each sanitary or storm sewer:	
	a. From City main to the property line	\$12.00
	b. From the property line to the building	\$12.00
3	For each drain opening, except floor drain	\$10.00
4	For each floor drain	\$ 7.00
5	For each building storm sewer to a building	\$12.00
6	For each water heater (with or without vent)	\$10.00
7	For installation, alteration or repair of water piping and/or water-treating equipment, each	\$12.00
8	For repair or alteration of drainage or vent piping, each fixture	\$12.00
9	For each lawn sprinkler system or any one meter including back-flow protection devices therefor	\$12.00
10	For atmospheric type vacuum breakers not included in items 1 or 8:	
	a. One to 5	\$12.00
	b. Over 5, each	\$ 3.00
11	For each backflow protective device other than atmospheric-type vacuum breakers	\$12.00
12	For each backwater valve	\$12.00
13	For each gas piping system of one to 5 outlets	\$12.00
14	For each gas piping system of 5 or more outlets, per outlet	\$ 3.00
15	For each building, water service installed, replaced or repaired:	
	a. From water main to property line	\$12.00

	b. From property line to building	\$12.00
	c. From private water supply to building	\$12.00
Other Inspections		
1	Inspections outside of normal business hours, per hour (Minimum charge, two (2) hours)	\$60.00*
2	Reinspection fee, per hour	\$60.00*
3	Inspection for which no fee is specifically indicated, per hour	\$60.00*
4	Plan review fee, per hour (Minimum one hour charge and charged in one-half hour increments beyond the first hour; plans which must be sent to Kansas City for review will be charged for ten (10) hours or review time)	\$60.00*
5	Additional plan review required by changes, additions or revisions to previously approved plans, per hour (Minimum charge one-half hour)	\$60.00
6	Inspections upon less than 24-hour advance notice, in addition to any other inspection fees may apply	\$100.00

*Or the total hourly cost to the City, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the plumbing permit fees will go into effect on January 1, 2011.

Passed and approved this 14th day of September, 2010.

Dick Avenarius, Mayor

Attest:

Karen Snyder, City Clerk

RESOLUTION 2013-26

A RESOLUTION REPEALING RESOLUTION #2010-24 AND ADOPTING NEW MECHANICAL PERMIT FEES

WHEREAS, Resolution #2010-24-A Resolution Setting Mechanical Permit Fees is hereby repealed in its entirety; and

Whereas, in conformance with Title VI, Chapter 13 of the Peosta Code of Ordinances the rates for Mechanical Permit Fees will be set by Resolution of the City Council, the following fees are hereby adopted:

Permit Issuance

1	For the issuance of each permit	\$10.00
2	For issuing each supplement to a permit	\$ 5.00

Unit Fee Schedule (in addition to Item 1 or 2 above)

1	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance	\$20.00
2	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
3	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$15.00
4	For the installation or relocation of any air conditioning system	\$15.00
5	For the installation or relocation of each boiler or compressor to and including three (3) horsepower, or each absorption system	\$25.00
6	For the installation or relocation of each air-handling unit	\$20.00
7	For each bathroom ventilation fan connected to a single duct	\$ 5.00
8	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$15.00
9	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.00
10	For the direct replacement of each water heater	\$10.00
11	For the installation of any solar/thermo water system	\$25.00
12	For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$10.00
13	When applicable, permit fees for fuel-gas piping shall be as follows:	
	a. For each gas-piping system of one to five (5) outlets	\$15.00
	b. For each gas-piping system of more than five (5) outlets, per outlet	\$ 5.00
14	For the installation of each vented gas fireplace	\$15.00
15	For the installation of each hard fuel burning stove; pellet,	

	corn, wood, etc.	\$25.00
16	For the installation of each geothermal system No geothermal system will be allowed within 200 feet of any city owned property, not including streets.	\$50.00

Other Inspections and Fees

1	Inspection outside of normal business hours, per hour (Minimum charge, two (2) hours)	\$60.00*
2	Reinspection fee (per hour)	\$60.00*
3	Inspections for which no fee is specifically indicated, per hour (Minimum charge, one-half hour)	\$60.00*
4	Plan review fees when a plan is required by code, per hour of review time (Minimum of one-half hour charge and charged in half-hour increments beyond the first hour; plans which must be sent to Kansas City for review will be charged for ten (10) hours of review time)	\$60.00
5	Additional plan review required by changes, additions or revisions to approved plans, per hour	\$60.00
6	Inspections upon less than 24-hour advance notice, in addition to any other inspection fees which may apply *Or the total hourly cost to the City, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	\$100.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the mechanical permit fees will go into effect on May 15, 2013.

Passed and approved this 14th day of May, 2013.

Brian Recker, Mayor pro tem

Attest:

Karen Snyder, City Clerk

RESOLUTION 2010-22

A RESOLUTION SETTING ELECTRICAL PERMIT FEES

WHEREAS, the Peosta City Council adopted Ordinance 2010-04-An Ordinance Amending Title VI of the Peosta Municipal Code by adding a new chapter adopting the 2006 International Residential Code that contains a Building Code, a Plumbing Code, a Mechanical Code, and a Electrical Code, and providing for the administration thereof and for issuance of residential one and two unit building permits, and repealing provisions inconsistent therewith on September 14, 2010; and,

WHEREAS, in conformance with Ordinance 2010-04 the rates for Electrical Permit Fees will be set by Resolution of the City Council.

Permit Issuance

1	For the issuance of each permit	\$10.00
2	For issuing each supplement to a permit	\$ 5.00

Minimum permit fee (in addition to permit issuance fee) \$ 7.50

System fee schedule:

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For new residential building (including apartments and condominiums) not including the area of garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot \$ 0.05

For uninhabitable areas such as unfurnished basements, garages, carports and other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use the unit fee schedule.

Private swimming pools:

For new private, residential, in-ground swimming pools including a complete set of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each \$29.00

Temporary power service:

For a temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each \$17.00

Unit fee schedule:

Receptacle, switch and lighting outlets. For receptacle, switch, lighting or other outlets at which current is used or controlled, except services, feeders and meters:

First 20, each	\$ 0.60
Additional outlets, each	\$ 0.25

Note: For multi-outlet assemblies, each 5 feet or fraction thereof may be considered as one outlet.

Lighting fixtures:

For lighting fixtures, sockets or other lamp holding devices:

First 20, each	\$ 0.60
Additional fixtures, each	\$ 0.25
For pole or platform-mounted lighting fixtures, each	\$ 1.15
For theatrical-type lighting fixtures or assemblies, each	\$ 1.15

Residential appliances:

For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console, or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horse-power (HP) in rating, each

\$ 6.00

Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see "power apparatus."

Power apparatus:

For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes-reactive (KVAR):

Up to and including 1, each	\$ 6.00
Over 1 and not over 10, each	\$ 7.00
Over 10 and not over 20, each	\$ 9.00
Over 20 and not over 30, each	\$12.00
Over 30, each	\$12.00 + 0.25/hp

Note:

- 1 For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.
- 2 These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

Miscellaneous apparatus, conduits and conductors:

For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth	\$17.00
Miscellaneous fees not covered elsewhere.	
For each reinspection	\$60.00*
For annual permit at \$15.00 per month, yearly	\$180.00
For construction plan review (minimum charge – 1 hour), per hour	\$60.00*
Inspections for which no fee is specifically indicated (minimum charge – ½ hour), per hour	\$60.00*
Inspections outside of normal business hours, per hour	\$60.00*
Inspections upon less than 24-hour advance notice, in addition to any other inspection fees which may apply:	\$100.00

*Or the total hourly cost to the City, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the electrical permit fees will go into effect on January 1, 2011.

Passed and approved this 14th day of September, 2010.

Dick Avenarius, Mayor

Attest:

Karen Snyder, City Clerk

**CITY OF PEOSTA
COMMERCIAL BUILDING PERMIT APPLICATION**

JOB ADDRESS			PERMIT NO: _____				
LEGAL DESCRIPTION							
OWNER		ADDRESS		PHONE			
ARCHITECT, ENGINEER OR DESIGNER		ADDRESS		PHONE			
CONTRACTOR		ADDRESS		PHONE			
CONTRACTOR STATE REGISTRATION NO.		USE OF BUILDING		CHANGE OF USE NO <input type="checkbox"/> YES <input type="checkbox"/>			
CONTRACTOR CERTIFICATE OF INSURANCE			ATTACHED NO <input type="checkbox"/> YES <input type="checkbox"/>				
CLASS OF WORK <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> REMODEL <input type="checkbox"/> COMMERCIAL		BASEMENT NO <input type="checkbox"/> YES <input type="checkbox"/>	NO. OF STORIES	NO. OF DWELLING UNITS			
DESCRIBE WORK							
VALUATION OF WORK Construction \$ _____ Total \$ _____							
SPECIAL CONDITIONS		PLAN CHECK FEE		PERMIT FEE \$250.00			
		Type of Construction	Occupancy Group	Issue Fee			
		Size of Bldg. Total Sq. Ft.	Basement Sq. Ft.	Total Feet			
<p align="center">NOTICE</p> <p>SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.</p> <p>THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</p>		<i>Special Approvals</i>		<i>Required</i>	<i>Received</i>	<i>Not Required</i>	
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		DATE					
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE					

APPLICATION ACCEPTED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY
OCCUPANCY CERTIFICATE MUST BE OBTAINED PRIOR TO OCCUPANCY**

BUILDING PERMIT APPLICATION



PERMIT NO:

JOB ADDRESS

EMAIL ADDRESS

LEGAL DESCRIPTION

OWNER

ADDRESS

PHONE

CONTRACTOR

ADDRESS

PHONE

CONTRACTOR STATE REGISTRATION NO.

CONTRACTOR CERTIFICATE OF INSURANCE

ATTACHED

NO YES

CLASS OF WORK

NEW CONSTRUCTION REMODEL FINISH BASEMENT

BASEMENT BUILT BEFORE 2011

NO YES

NO. OF STORIES

NO. OF DWELLING UNITS

NOTES:

PLAN REVIEW FEE \$ 200.00

VALUATION OF WORK

CONSTRUCTION \$

ISSUANCE FEE \$ 10.00

		QTY			QTY	
PERMIT FEE TO RE-ROOF	\$	75.00		TOTAL SQ FT NEW OR REMODEL		COST PER SQ FT NEW OR REMODEL
						0.45
PERMIT FEE FOR GARAGE	\$	145.00		TOTAL SQ FT OF BASEMENT BUILT B/F 2011		COST PER SQ FT TO FINISH BASEMENT BUILT B/F 2011
						0.20
PERMIT FEE FOR DECK	\$	75.00		SQUARE FOOTAGE COST		\$ -
PERMIT FEE FOR ADDITIONS				TOTAL		0

SPECIAL CONDITIONS

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS
UNLESS EMERGENCY**

**OCCUPANCY CERTIFICATE MUST BE
OBTAINED PRIOR TO OCCUPANCY**

NOTICE

**SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL,
PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.**

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

CITY USE ONLY

PAYMENT METHOD CK NO. _____ CASH _____
AMOUNT REC'D _____

<i>Special Approvals</i>	<i>Required</i>	<i>Received</i>	<i>Not Required</i>
ZONING			
SITE PLAN			
CITY ENGINEER			
PLAN REVIEW			
SPECIAL INSPECTION			

PLEASE FILL OUT ALL ITEMS WITH THIS COLOR BACKGROUND

ALL ITEMS W/ THIS COLOR ARE LOCKED - THEY CANNOT BE CHANGED

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

SIGNATURE OF OWNER (IF OWNER BUILDER)

DATE

DATE RECEIVED

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**CITY OF PEOSTA
RESIDENTIAL BUILDING/RE-ROOF/DECK/PORCH PERMIT APPLICATION**

			PERMIT NO:	
JOB ADDRESS				
LEGAL DESCRIPTION				
OWNER		ADDRESS		PHONE
CONTRACTOR		ADDRESS		PHONE
CONTRACTOR STATE REGISTRATION NO.		CONTRACTOR CERTIFICATE OF INSURANCE		ATTACHED NO <input type="checkbox"/> YES <input type="checkbox"/>
CLASS OF WORK <input type="checkbox"/> DECK/PORCH <input type="checkbox"/> RE-ROOF		BASEMENT NO <input type="checkbox"/> YES <input type="checkbox"/>	NO. OF STORIES	NO. OF DWELLING UNITS
DESCRIBE WORK				
VALUATION OF REMODEL WORK Construction \$				
VALUATION OF NEW CONSTRUCTION WORK Construction \$ Total \$				
SPECIAL CONDITIONS		PLAN REVIEW FEE	ISSUANCE FEE	
		-----	-----	
		VALUATION FEE	TOTAL PERMIT FEE	
		-----	\$75.00	
<p align="center"><u>NOTICE</u> SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.</p> <p>THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</p>		CITY USE ONLY		
		PAYMENT METHOD CK NO. _____ CASH _____ AMOUNT REC'D _____		
		Size of Bldg. Total Sq. Ft.	Basement Sq. Ft.	Total Feet
		Special Approvals	Required	Received
		ZONING		
		SOIL REPORT		
		SITE PLAN		
		CITY ENGINEER		
		PLAN REVIEW		
		SPECIAL INSPECTION		
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		DATE		
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE		

APPLICATION ACCEPTED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY
OCCUPANCY CERTIFICATE MUST BE OBTAINED PRIOR TO OCCUPANCY**

CHAPTER 90*Monticello*

WATER SERVICE SYSTEM

90.01 Definitions	90.13 Installation of Water Service Pipe
90.02 Superintendent's Duties	90.14 Responsibility for Water Service Pipe
90.03 Mandatory Connections	90.15 Failure to Maintain
90.04 Abandoned Connections	90.16 Curb Valve
90.05 Permit	90.17 Interior Valve
90.06 Fee for Permit	90.18 Inspection and Approval
90.07 Deposit	90.19 Completion by the City
90.08 Bond Required	90.20 Shutting Off Water Supply
90.09 Compliance with Plumbing Code	90.21 Operation of Curb Valve and Hydrants
90.10 Plumber Required	90.22 Boilers and Pressure Vessels
90.11 Excavations	90.23 Special Terms of Use
90.12 Tapping Mains	90.24 Line Extensions
	90.25 Service Refused

90.01 DEFINITIONS.

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Superintendent" means the Water/Wastewater Superintendent of the City water system or any duly authorized assistant, agent or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

90.02 SUPERINTENDENT'S DUTIES.

The Superintendent shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Superintendent shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Superintendent may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

90.03 MANDATORY CONNECTIONS.

All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

90.04 ABANDONED CONNECTIONS.

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight.

90.05 PERMIT.

Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

90.06 FEE FOR PERMIT.

A permit and inspection fee of \$125.00 for a residential service connection or \$150.00 for a commercial or industrial service connection shall be paid to the Clerk at the time the permit application is filed.

90.07 DEPOSIT.

Before granting an application for water service or consenting to assignment of water service, the City shall have the right to require the sum of \$50.00 to be placed on deposit with the City for the purpose of establishing or maintaining any customer or assignee's credit. The deposit shall be held by the City during the time water service is provided to the customer, except the deposit may be returned to the customer if the customer requests discontinuance of service due to permanent change in residence outside the City. When a deposit is returned, there shall first be deducted therefrom any unpaid or delinquent amounts for City utilities. No interest shall accrue on the deposit.

90.08 BOND REQUIRED.

Before a permit may be issued, the person applying for such permit shall have executed unto the City and deposited with the Clerk a corporate surety bond in the minimum sum of \$1,000.00, conditioned that said person will perform faithfully all work with due care and skill, and in accordance with the laws, rules and regulations established under the authority of any ordinances pertaining to plumbing, waterworks or appurtenances. This bond shall state that the person will indemnify and save harmless the City and the owner of the premises against all damages, costs, expenses, outlays and claims of every nature and kind arising out of unskillfulness or negligence on the part of the permit holder in connection with the plumbing, waterworks or appurtenances. Such bond shall remain in force and must be executed for a minimum period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. In lieu of surety bond, the deposit of \$150.00 cash with the Clerk for each connection or opening into the waterworks system shall be allowed and held by the Clerk for a reasonable time for any damage the City may suffer arising out of the unskillfulness or negligence in connection with the plumbing or waterworks.

90.09 COMPLIANCE WITH PLUMBING CODE.

The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of the State Plumbing Code.

90.10 PLUMBER REQUIRED.

All installations of water service pipes and connections to the water system shall be made by a State-licensed plumber.

90.11 EXCAVATIONS.

All trench work, excavation, and backfilling required in making a connection shall be performed in accordance with the State Plumbing Code and the provisions of Chapter 135 of this Code of Ordinances.

90.12 TAPPING MAINS.

All taps into water mains shall be made by or under the direct supervision of the Superintendent and in accordance with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building, or premises may be shut off independently of the other.
2. Sizes and Location of Taps. All mains six inches or less in diameter shall receive no larger than a three-fourths inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the Superintendent shall order. All taps in the mains shall be made in the top half of the pipe, at least 18 inches apart. No main shall be tapped nearer than two feet of the joint in the main.
3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Superintendent, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.
4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Superintendent in such form as the Superintendent shall require.

90.13 INSTALLATION OF WATER SERVICE PIPE.

Water service pipes from the main to the meter setting shall be Type K copper. The use of any other pipe material for the service line shall first be approved by the Superintendent. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing with a minimum earth cover of the customer's service shall be five feet.

90.14 RESPONSIBILITY FOR WATER SERVICE PIPE.

All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the main to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

90.15 FAILURE TO MAINTAIN.

When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

(Code of Iowa, Sec. 364.12[3a & h])

90.16 CURB VALVE.

There shall be installed within the public right-of-way a main shut-off valve on the water service pipe of a pattern approved by the Superintendent. The shut-off valve shall be constructed to be visible and even with the pavement or ground.

90.17 INTERIOR VALVE.

There shall be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

90.18 INSPECTION AND APPROVAL.

All water service pipes and their connections to the water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

90.19 COMPLETION BY THE CITY.

Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

90.20 SHUTTING OFF WATER SUPPLY.

The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on.

90.21 OPERATION OF CURB VALVE AND HYDRANTS.

It is unlawful for any person except the Superintendent to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

90.22 BOILERS AND PRESSURE VESSELS.

Customers having boilers and/or pressure vessels receiving a supply of water from the City must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the utility is discontinued or interrupted for any reason, with or without notice.

90.23 SPECIAL TERMS OF USE.

Special terms and conditions may be made where water is used by the City or community for public purposes such as fire extinguishment, public parks, etc.

90.24 LINE EXTENSIONS.

The City will construct extensions to its water lines to points within its service area, but the City shall not be required to make such installations unless the customer pays to the City the entire cost of the installation and subject to the following provisions:

1. **Contract.** All line extensions shall be evidenced by a contract signed by the City and the person advancing funds for said extension, but each contract shall be null and void unless approved by the Council by resolution duly adopted.
2. **Rights of City.** All decisions in connection with the manner of installation of any extension and maintenance thereof shall remain in the exclusive control of the City and such extension shall be the property of the City and no other person shall have any right, title or interest therein.

90.25 SERVICE REFUSED.

The City may refuse service to persons not presently customers when in the opinion of the City the capacity of the facilities will not permit such service.

CHAPTER 96*Monticello***BUILDING SEWERS AND CONNECTIONS**

✓ 96.01 Permit

96.02 Permit Fee

96.03 Plumber Required

96.04 Excavations

96.05 Connection Requirements

96.06 Interceptors Required

96.07 Sewer Tap

96.08 Inspection Required

96.09 Property Owner's Responsibility

96.10 Abatement of Violations

96.01 PERMIT.

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City. The application for the permit shall set forth the location and description of the property to be connected with the sewer system and the purpose for which the sewer is to be used, and shall be supplemented by any plans, specifications, or other information considered pertinent. The permit shall require the owner to complete construction and connection of the building sewer to the public sewer within 60 days after the issuance of the permit, except that when a property owner makes sufficient showing that due to conditions beyond the owner's control or peculiar hardship, such time period is inequitable or unfair, an extension of time within which to comply with the provisions herein may be granted. Any sewer connection permit may be revoked at any time for a violation of these chapters.

96.02 PERMIT FEE.

The person who makes the application shall pay a fee in the amount of \$125.00 to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work.

96.03 PLUMBER REQUIRED.

All installations of building sewers and connections to the public sewer shall be made by a State-licensed plumber.

96.04 EXCAVATIONS.

All trench work, excavation, and backfilling required for the installation of a building sewer shall be performed in accordance with the provisions of the State Plumbing Code and the provisions of Chapter 135 of this Code of Ordinances.

96.05 CONNECTION REQUIREMENTS.

Any connection with a public sanitary sewer must be made under the direct supervision of the Superintendent and in accordance with the following:

1. **Old Building Sewers.** Old building sewers may be used in connection with new buildings only when they are found, on examination and test conducted by the owner and observed by the Superintendent, to meet all requirements of this chapter.
2. **Separate Building Sewers.** A separate and independent building sewer shall be provided for every occupied building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
3. **Installation.** The installation and connection of the building sewer to the public sewer shall conform to the requirements of the State Plumbing Code and applicable rules and regulations of the

City. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

4. Water Lines. When possible, building sewers should be laid at least 10 feet horizontally from a water service. The horizontal separation may be less, provided the water service line is located at one side and at least 12 inches above the top of the building sewer.

5. Size. Building sewers shall be sized for the peak expected sewage flow from the building with a minimum building sewer size of four inches.

6. Alignment and Grade. All building sewers shall be laid to a straight line to meet the following:

A. Recommended grade at one-fourth inch per foot.

B. Minimum grade of one-eighth inch per foot.

C. Minimum velocity of two feet per second with the sewer half full.

D. Any deviation in alignment or grade shall be made only with the written approval of the Superintendent and shall be made only with approved fittings.

7. Depth. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth of cover above the sewer shall be sufficient to afford protection from frost.

8. Sewage Lifts. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer.

9. Pipe Specifications. Building sewer pipe shall be free from flaws, splits, or breaks. Materials shall be as specified in the State Plumbing Code except that the building sewer pipe, from the property line to the public sewer, shall comply with the current edition of one of the following:

A. Clay sewer pipe - A.S.T.M. C-700 (extra strength).

B. Extra heavy cast iron soil pipe - A.S.T.M. A-74.

C. Ductile iron water pipe - A.W.W.A. C-151.

D. P.V.C. - SDR26 - A.S.T.M. D-3034.

10. Bearing Walls. No building sewer shall be laid parallel to or within three feet of any bearing wall that might thereby be weakened.

11. Jointing. Fittings, type of joint and jointing material shall be compatible with the type of pipe used, subject to the approval of the Superintendent. Solvent-welded joints are not permitted.

12. Unstable Soil. No sewer connection shall be laid so that it is exposed when crossing any watercourse. Where an old watercourse must of necessity be crossed or where there is any danger of undermining or settlement, cast iron soil pipe or vitrified clay sewer pipe thoroughly encased in concrete shall be required for such crossings. Such encasement shall extend at least six inches on all sides of the pipe. The cast iron pipe or encased clay pipe shall rest on firm, solid material at either end.

13. Preparation of Basement or Crawl Space. No connection for any residence, business or other structure with any sanitary sewer shall be made unless the basement floor is poured, or in the case of a building with a slab or crawl space, unless the ground floor is installed with the area adjacent to the foundation of such building cleared of debris and backfilled. The backfill shall be well compacted and graded so that the drainage is away from the foundation. Prior to the time the basement floor is poured, or the first floor is installed in buildings without basements, the sewer shall be plugged and the

plug shall be sealed by the Superintendent. Any accumulation of water in any excavation or basement during construction and prior to connection to the sanitary sewer shall be removed by means other than draining into the sanitary sewer.

96.06 INTERCEPTORS REQUIRED.

Grease, oil, sludge and sand interceptors shall be provided by gas and service stations, convenience stores, car washes, garages, and other facilities when, in the opinion of the Superintendent, they are necessary for the proper handling of such wastes that contain grease in excessive amounts or any flammable waste, sand or other harmful ingredients. Such interceptors shall not be required for private living quarters or dwelling units. When required, such interceptors shall be installed in accordance with the following:

1. **Design and Location.** All interceptors shall be of a type and capacity as specified in the State Plumbing Code, to be approved by the Superintendent, and shall be located so as to be readily and easily accessible for cleaning and inspection.
2. **Construction Standards.** The interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers that shall be gastight and watertight.
3. **Maintenance.** All such interceptors shall be maintained by the owner at the owner's expense and shall be kept in continuously efficient operations at all times.

96.07 SEWER TAP.

Connection of the building sewer into the public sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If no properly located "Y" branch is available, a saddle "Y" shall be installed at the location specified by the Superintendent. The public sewer shall be tapped with a tapping machine and a saddle appropriate to the type of public sewer shall be glued or attached with a gasket and stainless steel clamps to the sewer. At no time shall a building sewer be constructed so as to enter a manhole unless special written permission is received from the Superintendent and in accordance with the Superintendent's direction if such connection is approved.

96.08 INSPECTION REQUIRED.

All connections with the sanitary sewer system before being covered shall be inspected and approved, in writing, by the Superintendent. As soon as all pipe work from the public sewer to inside the building has been completed, and before any backfilling is done, the Superintendent shall be notified and the Superintendent shall inspect and test the work as to workmanship and material; no sewer pipe laid underground shall be covered or trenches filled until after the sewer has been so inspected and approved. If the Superintendent refuses to approve the work, the plumber or owner must proceed immediately to correct the work.

96.09 PROPERTY OWNER'S RESPONSIBILITY.

All costs and expenses incident to the installation, connection, and maintenance of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

96.10 ABATEMENT OF VIOLATIONS.

Construction or maintenance of building sewer lines, whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the requirements of this chapter, shall be corrected, at the owner's expense, within 30 days after date of official notice from the Council of such violation. If not made within such time, the Council shall, in addition to the other penalties herein provided, have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3])

CHAPTER 90

Dyersville

WATER SERVICE SYSTEM

90.01 Definitions	90.11 Installation of Water Service Pipe
90.02 Director's Duties	90.12 Responsibility for Water Service Pipe
90.03 Mandatory Connection to Public Water System and Use of Private Wells	90.13 Failure to Maintain
90.04 Abandoned Connections	90.14 Curb Valve
90.05 Permit	90.15 Interior Valve
→ 90.06 Connection Charge	90.16 Inspection and Approval
90.07 Compliance with Plumbing Code	90.17 Completion by the City
90.08 Plumber Required	90.18 Shutting Off Water Supply
90.09 Excavations	90.19 Operation of Curb Valve and Hydrants
90.10 Tapping Mains	90.20 Backflow Preventer

90.01 DEFINITIONS.

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities, and obligations hereinafter imposed shall be joint and several.
3. "Director" means the Director of Public Works of the City or any duly authorized assistant, agent, or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

90.02 DIRECTOR'S DUTIES.

The Director shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Director shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Director may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

90.03 MANDATORY CONNECTION TO PUBLIC WATER SYSTEM AND USE OF PRIVATE WELLS.

1. Connection to the Public Water System. Except as otherwise provided herein, all residences and business establishments within the City using water for human habitation or occupancy must

connect to the public water system. Water is used for human habitation or occupancy if it is used in the plumbing system of a residence or a business occupied by humans.

2. Exceptions. A residence or business establishment within the City using water for human habitation or occupancy may obtain its water from a private well as follows:

A. Existing Wells. A well in existence on the effective date of Ordinance No. 732 (May 23, 2007) may continue to obtain water from a private well as follows:

(1) For human habitation or occupancy until the date established in Section 90.03(2).

(2) For non-human habitation or occupancy until such time when well needs repair including pump repair or replacement.

B. New Wells. A well may be drilled only upon property that does not have access to the City water system within 200 feet of the property, and use of the well for human habitation or occupancy may continue until the date established herein.

(1) Permit. No person shall install or maintain a private well after the date of enactment of the ordinance codified by this section, or own or use a private well within the City after such a date, unless the person has registered such well and obtained a permit for same from the City. The registration and permit process must be completed on forms provided by the City.

(2) Contaminated Area. Notwithstanding anything to the contrary which permits a private well to remain in existence within the City, neither a new private well be drilled nor repairs to an existing private well be made after the date of enactment of the ordinance codified by this section, if the well is located within a contaminated area.

(3) Variance. The City Council, upon recommendation of the Director of Public Works of the City or any duly authorized assistant, agent, or representative, may consider a variance or exception to this section on application to the City.

(4) Termination/Abandonment of Use of Existing Wells. The use of any private well not permitted to continue under this section must cease and the well shall be plugged in accordance with rules of the Iowa Department of Natural Resources on May 21, 2009, or 90 days after the date the public water system is extended to within 200 feet of the affected property, whichever is later.

a. All debris, pump, piping, unsealed liners, and any other obstructions which may interfere with sealing operations must be removed prior to abandonment.

b. The owner of the well or the owner's agent, must notify the system or town at least 48 hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by the Superintendent of the community water system.

(5) Definitions. For use in this section the following terms are defined:

a. "Private well" means any groundwater well, except a monitoring well used as a part of a remediation system, used both for drinking water and for non-drinking water purposes, including a groundwater well which is not properly plugged in accordance with rules of the Iowa Department of Natural Resources.

b. "Contaminated area" means a point within an area that has groundwater contamination or that in accordance with design models of the Iowa Department of Natural Resources may become contaminated due to percolation of groundwater contamination in the vicinity of the well site.

c. "Human habitation or occupancy" means use of water in the plumbing system of a residence or business used or occupied by humans.

- d. "Groundwater" means subsurface water in the saturated zone from which wells, springs, and groundwater runoff are supplied.
- e. "Contamination" means the presence of any harmful or deleterious substances in the water supply.

3. Penalties. Any well owner violating any provision of this section shall upon conviction be punished by forfeiture of not less than \$500.00 and not more than \$750.00 and the cost of prosecution. If any person fails to comply with this chapter for more than 10 days after receiving notice of the violation, the community water system may impose a penalty and cause the well abandonment to be performed and the expense be assessed as a special tax against the property.

90.04 ABANDONED CONNECTIONS.

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains must be turned off at the corporation stop and made absolutely watertight.

90.05 PERMIT.

Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit must include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

90.06 CONNECTION CHARGE.

Before any permit is issued the person who makes the application must pay a connection charge in the amount of \$325.00 for each residential connection and \$425.00 for each commercial or industrial connection to reimburse the City for costs borne by the City in making water service available to the property served. The connection charge is in addition to any current special assessment applicable.

(Code of Iowa, Sec. 384.84)

90.07 COMPLIANCE WITH PLUMBING CODE.

The installation of any water service pipe and any connection with the water system must comply with all pertinent and applicable provisions, whether regulatory, procedural, or enforcement provisions, of the *State Plumbing Code* and the City's Standard Specifications for Water Distribution Systems.

90.08 PLUMBER REQUIRED.

All installations of water service pipes and connections to the water system must be made by a State-licensed plumber.

90.09 EXCAVATIONS.

All trench work, excavation, and backfilling required in making a connection must be performed in accordance with the City of Dyersville Standard Specifications and the provisions of Chapter 135 of this Code of Ordinances.

90.10 TAPPING MAINS.

All taps into water mains shall be made by or under the direct supervision of the Director and in accordance with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Director and unless provision is made

so that each house, building, or premises may be shut off independently of the other.

2. **Sizes and Location of Taps.** All mains six inches or less in diameter shall receive no larger than a three-fourths inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the Director shall order. All taps in the mains must be made in the top half of the pipe, at least 18 inches apart. No main shall be tapped nearer than two feet of the joint in the main.

3. **Corporation Stop.** A brass corporation stop, of the pattern and weight approved by the Director, must be inserted in every tap in the main. The corporation stop in the main must be of the same size as the service pipe.

4. **Location Record.** An accurate and dimensional sketch showing the exact location of the tap must be filed with the Director in such form as the Director requires.

90.11 INSTALLATION OF WATER SERVICE PIPE.

Water service pipes from the main to the meter setting must be of such material as specified in the City of Dyersville Standard Specifications for Water Distribution System.

90.12 RESPONSIBILITY FOR WATER SERVICE PIPE.

All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the public water main to the building served will be borne by the owner. The owner must indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

90.13 FAILURE TO MAINTAIN.

When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

(Code of Iowa, Sec. 364.12[3a & h])

90.14 CURB VALVE.

There must be installed within the public right-of-way a main shut-off valve of the inverted key type on the water service pipe at the outer sidewalk line with a suitable lock of a pattern approved by the Director. The shut-off valve must be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground. The proper operation of the turn-off valve is the responsibility of the property owner. When turn-off is required by a utility representative and the turn-off is not operative, or if a failure occurs within the service line, the City shall be held harmless. The utility representative, at his or her discretion, may discontinue service in a most efficient manner.

90.15 INTERIOR VALVE.

There must be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there must be separate valves for each such customer so that service may be shut off for one without interfering with service to the others. A separate water meter must be installed for each individual customer. Separate meters must be installed within 90 days of notification to the property owner that the property is not in compliance.

90.16 INSPECTION AND APPROVAL.

All water service pipes and their connections to the water system must be inspected and approved in writing by the Director before they are covered, and the Director shall keep a record of such approvals. If the Director refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system must permit the Director to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

90.17 COMPLETION BY THE CITY.

Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

90.18 SHUTTING OFF WATER SUPPLY.

The Director may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Director has ordered the water to be turned on.

90.19 OPERATION OF CURB VALVE AND HYDRANTS.

It is unlawful for any person except the Director to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

90.20 BACKFLOW PREVENTER.

Any customer who is connected to any other source of water, in addition to the municipal water system, must install, at said customer's cost, a backflow preventer to prevent cross contamination of the municipal water system. The type and location of the backflow preventer must be approved by the Director prior to its installation.

CHAPTER 96*Dyersville***BUILDING SEWERS AND CONNECTIONS**

- | | |
|-------------------------------|---------------------------------------|
| 96.01 Permit | 96.07 Sewer Tap |
| → 96.02 Connection Charge | 96.08 Inspection Required |
| 96.03 Plumber Required | 96.09 Property Owner's Responsibility |
| 96.04 Excavations | 96.10 Abatement of Violations |
| 96.05 Connection Requirements | 96.11 Adoption of Plumbing Code |
| 96.06 Interceptors Required | |

96.01 PERMIT.

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City. The application for the permit must set forth the location and description of the property to be connected with the sewer system and the purpose for which the sewer is to be used, and must be supplemented by any plans, specifications, or other information considered pertinent. The permit shall require the owner to complete construction and connection of the building sewer to the public sewer within 60 days after the issuance of the permit, except that when a property owner makes sufficient showing that due to conditions beyond the owner's control or peculiar hardship, such time period is inequitable or unfair, an extension of time within which to comply with the provisions herein may be granted. Any sewer connection permit may be revoked at any time for a violation of these chapters.

96.02 CONNECTION CHARGE.

The person who makes the application must pay a connection charge in the amount of \$325.00 for each residential connection and \$425.00 for each commercial or industrial connection to reimburse the City for costs borne by the City in making sewer service available to the property served. The connection charge is in addition to any current special assessment applicable.

96.03 PLUMBER REQUIRED.

All installations of building sewers and connections to the public sewer must be made by a State-licensed plumber.

96.04 EXCAVATIONS.

All excavations required for the installation of a building sewer must be open trench work unless otherwise approved by the City. The excavations must be made in accordance with the City of Dyersville Standard Specifications and the provisions of Chapter 135.

96.05 CONNECTION REQUIREMENTS.

Any connection with a public sanitary sewer must be made under the direct supervision of the Director and in accordance with the following:

1. **Old Building Sewers.** Old building sewers may be used in connection with new buildings only when they are found, on examination and test conducted by the owner and observed by the Director, to meet all requirements of this chapter.
2. **Separate Building Sewers.** A separate and independent building sewer shall be provided for every occupied building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

3. Installation. The size, slope, alignment, and materials of construction of the building sewer and the connection of the building sewer into the public sewer shall conform to the requirements of the State Plumbing Code or the City of Dyersville Standard Specifications for Waste Water Collection. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

4. Depth. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth of cover above the sewer must be sufficient to afford protection from frost.

5. Sewage Lifts. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain must be lifted by approved artificial means and discharged to the building sewer.

96.06 INTERCEPTORS REQUIRED.

Grease, oil, sludge, and sand interceptors must be provided by gas and service stations, convenience stores, car washes, garages, and other facilities when, in the opinion of the Director, they are necessary for the proper handling of such wastes that contain grease in excessive amounts or any flammable waste, sand, or other harmful ingredients. Such interceptors are not be required for private living quarters or dwelling units. When required, such interceptors must be installed in accordance with the following:

1. Design and Location. All interceptors must be of a type and capacity as provided by the State Plumbing Code, to be approved by the Director, and must be located so as to be readily and easily accessible for cleaning and inspection.

2. Construction Standards. The interceptors must be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They must be of substantial construction, watertight and equipped with easily removable covers that must be gastight and watertight.

3. Maintenance. All such interceptors must be maintained by the owner at the owner's expense and must be kept in continuously efficient operations at all times.

96.07 SEWER TAP.

Connection of the building sewer into the public sewer must be made at the "Y" branch, if such branch is available at a suitable location. If no properly located "Y" branch is available, a saddle "Y" must be installed at the location specified by the Director. The public sewer must be tapped with a tapping machine and a saddle appropriate to the type of public sewer must be glued or attached with a gasket and stainless steel clamps to the sewer. At no time shall a building sewer be constructed so as to enter a manhole unless special written permission is received from the Director and in accordance with the Director's direction if such connection is approved.

96.08 INSPECTION REQUIRED.

All connections with the sanitary sewer system before being covered must be inspected and approved, in writing, by the Director. As soon as all pipe work from the public sewer to inside the building has been completed, and before any backfilling is done, the Director must be notified and the Director must inspect and test the work as to workmanship and material; no sewer pipe laid underground shall be covered or trenches filled until after the sewer has been so inspected and approved. If the Director refuses to approve the work, the plumber or owner must proceed immediately to correct the work.

96.09 PROPERTY OWNER'S RESPONSIBILITY.

All costs and expenses incident to the installation, connection, and maintenance of the building sewer must be borne by the owner. The owner must indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

96.10 ABATEMENT OF VIOLATIONS.

Construction or maintenance of building sewer lines, whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the requirements of this chapter, must be corrected, at the owner's expense, within 30 days after date of official notice from the Council of such violation. If not made within such time, the Council, in addition to the other penalties herein provided, has the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment will be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3])

96.11 ADOPTION OF PLUMBING CODE.

The Plumbing Code as adopted and amended by the State of Iowa Administrative Code 641 Chapter 25 is hereby adopted by reference as the plumbing code for the City, subject to the amendments and adoptions by the State of Iowa Department of Public Safety.

Dyersville

Fees

Building Permit Fees

Building Value	Permit Fees
\$100 - \$10,000	\$35
\$10,001 - \$20,000	\$45
\$20,001 - \$50,000	\$65
\$50,001 - \$100,000	\$80
\$100,001 - \$200,000	\$110
\$200,001 - and up	\$220

Miscellaneous Permits

Permit	Permit Fees
Excavation	\$50
Fence	\$20
Home	\$300
Parade	\$10
Shed / Garage	\$200

Meeting Fees

Meeting	Fees
Board of Adjustment	\$80
Flood Plain	\$25

Planning and Zoning - with utilities and streets	\$225
Planning and Zoning - without utilities and streets	\$150

Utility Fees

Item	Fees
Commercial / Industrial Sewer	\$425
Commercial / Industrial Water	\$425
Residential Sewer Connection	\$325
Residential Water Connection	\$325
Water Meter	\$200

 Government Websites by [CivicPlus®](#)


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the building permit fees will go into effect upon adoption of this Resolution.

Passed and approved this 12th day of April, 2022.



Russell Pfab, Mayor

Attest:



Marcie Winkelman, Deputy Clerk