

**CITY OF CASCADE, IOWA
COUNCIL MEETING AGENDA & PUBLIC NOTICE
Monday, September 26, 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, September 26, 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. Discussion on Bill Claims at All Regular City Council Meetings**
- 7. Consent Agenda** – Review and approve the following:
 1. City Council Minutes 9/12/22
 2. September 26, 2022 Claims and August 2022 Monthly Reports
 3. Minutes - Library Board 9/15/22, Utility Board 9/14/22, Planning and Zoning Commission 9/8/22
 4. Liquor License Renewal – The Corner Taproom
 5. Announcement-Workforce Housing Tax Incentive for Cascade Park View Homes
- 8. Open Public Hearing on Proposed Development Agreement with R & D Vaske, LL**
- 9. Open Public Hearing on Proposed Development Agreement with Iowa Main Street Investments, LLC**
- 10. Open Public Hearing on Proposed Development Agreement with Cascade Lumber Company**
- 11. Open Public Hearing on Proposed Development Agreement with Eastern Iowa Excavating and Concrete, L.L.C.**
- 12. Open Public Hearing on Proposed Development Agreement with Three B Properties, LLC**
- 13. Close All Public Hearings**
- 14. Presentation by Cascade Fire Department – Fire Truck Purchase**
- 15. Consideration of Resolution #68-22 Joint Fire Truck Purchase Agreement**
(Toyne-Total \$524,392, City \$262,196)
- 16. Discussion on Sewer Lateral Ordinance – Allowing Two Condominiums on One Lateral in the ROW, Separation at the Property Line (Sanitary Sewer, 6-2-4 (4))**
- 17. Discussion on Water Service Ordinance – Allowing PVC Material, Plastic Piping vs Copper (Water, 6-3-33)**
- 18. Discussion on Future Youth Baseball Softball Board – Youth League Board Presentation**
- 19. Consideration of The Corner Taproom Event Road Closure -October 22, 2022, 11am to 11pm**
- 20. Consideration to Require Event Fencing for Outdoor Liquor Special Events, Rental Fee**

- 21. Consideration of Resolution #62-22 Approving Development Agreement with Iowa Main Street Investments, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
- 22. Consideration of Resolution #63-22 Approving Development Agreement with R & D Vaske, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
- 23. Consideration of Resolution #64-22 Approving Development Agreement with Eastern Iowa Excavating and Concrete, L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
- 24. Consideration of Resolution #65-22 Approving Development Agreement with Cascade Lumber Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
- 25. Consideration of Resolution #66-22 Approving Development Agreement with Three B Properties, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
- 26. Consideration of Resolution #69-22 Authorizing Internal Advances for Funding of Urban Renewal Projects**
- 27. Consideration of Resolution #67-22 Declaring One Authorized Signer To Issue City Credit Cards**
- 28. Consideration of Ordinance #03-22 ATV and UTV Regulations on State Highway 136 (Third, Final Reading)**
- 29. Consideration of Ordinance #05-22 A Zoning Code Amendment Change to Allow Fitness Center or Exercise Type Business in the Four Districts: C-1 Highway Commercial, C-2 General Retail, M-1 Light Industrial and M-2 Heavy Industrial (Second Reading)**
- 30. Reports – Police Chief and City Administrator**
- 31. Adjournment**



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: September 23, 2022

Re: Paying Bills for the City

The City has customarily paid bills only once per month at the first of two meetings. I am presenting you a list of bills for this second meeting. In order to have the least amount of bills either paid prior to City Council approval or have a longer waiting period from invoice to payment, we are proposing to run bills every meeting. If the Council is agreeable to this we will proceed this way going forward.

September 12, 2022
City Council Meeting Minutes

The September 12, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Hosch, Oliphant, Rausch and Delaney answered roll call. Kelchen was excused.

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

Council reviewed the items in the consent agenda including City Council Minutes 8/22/22 and September Claims. Motion Hosch, second Oliphant. All ayes. Motion carried.

Motion Oliphant, second Delaney to direct staff to start looking for a good used or demo Street Sweeper for future Council consideration. Hosch would like prices on parts for repair of the current unit. Motion carried, all ayes.

Motion Rausch, second Oliphant to open the Public Hearing for the proposed amendment to the Urban Renewal Plan. All ayes. Motion carried.

City Administrator Kotter explained the various projects including five business developments and four public projects. Shirley Keyron McDermott objected to giving tax money to businesses.

Motion Rausch, second Oliphant to close the public hearing. All ayes. Motion carried.

Motion Oliphant, second Rausch to open the Public Hearing for the proposed amendment to the C-1, C-2, M-1 and M-2 zoning code to allow fitness centers and gyms as permitted use. All ayes. Motion carried.

City Administrator Kotter explained the request to add this to the City's zoning code. The Planning and Zoning Commission is recommending approval following their public hearing. Building owner Jackie McAllister explained the project.

Motion Hosch, second Delaney to close the public hearing. All ayes. Motion carried.

Motion Delaney, second Oliphant to approve the first reading of Ordinance #05-22 A Zoning Code Amendment Change to Allow Fitness Centers or Exercise Type Businesses in the Four Districts: C-1 Highway Commercial, C-2 General Retail, M-1 Light Industrial and M-2 Heavy Industrial. Roll call vote, all ayes, motion carried.

Motion Delaney, second Oliphant to approve Resolution #54-22 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Cascade Urban Renewal Area. Roll call vote, motion carried, all ayes.

Motion Rausch, second Delaney to approve the first reading of Ordinance #04-22 Providing for the Division of Taxes Levied on Taxable Property in the September, 2022 Addition to the Cascade Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa. Roll call vote, motion carried, all ayes.

Motion Delaney, second Oliphant that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended for Ordinance #04-22 Urban Renewal. Roll call vote, motion carried, all ayes.

Motion Rausch, second Delaney to adopt Ordinance #04-22, An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2022 Addition to the Cascade Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, as a third and final reading. Roll call vote, motion carried, all ayes.

Motion Rausch, second Oliphant to adopt Resolution #55-22 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Iowa Main Street Investments, LLC, Including Annual Appropriation Tax Increment Payments. Roll call vote, motion carried, all ayes.

Motion Hosch, second Delaney to adopt Resolution #56-22 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with R & D Vaske, LLC, Including Annual Appropriation Tax Increment Payments. Roll call vote, motion carried, all ayes.

Motion Oliphant, second Rausch to adopt Resolution #57-22 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Eastern Iowa Excavating and Concrete, L.C., Including Annual Appropriation Tax Increment Payments. Roll call vote, motion carried, all ayes.

Motion Delaney, second Rausch to adopt Resolution #58-22 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Cascade Lumber Company, Including Annual Appropriation Tax Increment Payments. Roll call vote, motion carried, all ayes.

Motion Oliphant, second Rausch to adopt Resolution #59-22 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Three B Properties, LC, Including Annual Appropriation Tax Increment Payments. Roll call vote, motion carried, all ayes.

Motion Rausch, second Hosch to approve Resolution #61-22 for the Purchase and Installation of a Heiar Fence Along the River Wall (\$2,535.33). Roll call vote, all ayes, motion carried.

Motion Rausch, second Oliphant that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended for Ordinance #03-22 ATV, UTV Requirements. Roll call vote, motion failed, Rausch, Oliphant, Delaney voted aye and Hosch voted nay. (Failed as requirement is a super majority.)

Motion Oliphant, second Rausch to adopt the second reading of Ordinance #03-22 ATV and UTV Regulations on State Highway 136. Roll call vote, motion carried, all ayes.

Motion Hosch, second Delaney to approve Resolution #60-22 to Declare Old Holiday Decorations Surplus and Offer for Sale. Roll call vote, all ayes, motion carried.

Motion Delaney, second Oliphant to acknowledge that Beck Construction and B&L Construction will be building six condominium units on Lot 1932251020 on Mulberry Street and that a future plat may be presented to request splitting the lots if there is a request to purchase some or all of the units versus retaining them all for rental properties. Roll call, motion carried, 3 aye (Delaney, Oliphant, Hosch) and 1 abstention (Rausch).

The City Council further discussed how to regulate food trucks and the consensus was to draft an ordinance that does regulate the placement of the vehicles and submittal of documentation of insurance, an application and a fee. Kotter will bring back a proposal at a future meeting.

Kotter gave an explanation of the upcoming swimming pool picture contest.

Kotter reported that the City is still accepting resumes for the City Clerk position.

Motion Oliphant, second Hosch to adjourn the meeting at 7:18 p.m. Motion carried.

Lisa A. Kotter, City Administrator

Steven J. Knepper, Mayor

| INVOICE# | VENDOR NAME | INVOICE DESCRIPTION | INVOICE AMT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------|----------------------------|--------------------------------|-------------|--------------|--------|------------|
| 7496829 | 3E ELECTRICAL ENGINEERING | GENERATOR | | 1,620.00 | | |
| 1218761 | ACCESS SYSTEMS | COPY MACHINE FEES | | 293.80 | | |
| 226337 | ACCO | PLUGS FOR POOL | | 122.57 | | |
| 7734 | ADVANTAGE ADMINISTRATORS | MONTHLY ADMIN FEES | | 60.90 | | |
| 042922 | ANNA CONLIN | REIMBURSE LG FEES | | 200.00 | | |
| 2175431373 | AT&T | PHONE BILL | | 18.29 | | |
| 2036854849 | BAKER & TAYLOR BOOKS | BOOKS | 9.69 | | | |
| 2036878338 | BAKER & TAYLOR BOOKS | BOOKS | 10.76 | | | |
| 2036900880 | BAKER & TAYLOR BOOKS | BOOKS | 161.95 | | | |
| 2036905246 | BAKER & TAYLOR BOOKS | BOOKS | 2.69 | 185.09 | | |
| MIRRORIMAGE | BARBARA HELD | BOOK | | 11.59 | | |
| 061722 | BOOK LOOK | BOOKS | | 16.99 | | |
| 200 | CASCADE HOMETOWN DAYS | YELLOW FENCING | | 2,500.00 | | |
| 78019763 | CENGAGE LEARNING | BOOKS | 46.48 | | | |
| 78050039 | CENGAGE LEARNING | BOOKS | 23.99 | | | |
| 78051436 | CENGAGE LEARNING | BOOKS | 22.39 | | | |
| 78058203 | CENGAGE LEARNING | BOOKS | 23.24 | | | |
| 78187751 | CENGAGE LEARNING | BOOKS | 72.72 | | | |
| 78188317 | CENGAGE LEARNING | BOOKS | 61.47 | 250.29 | | |
| 1951517 | CENTER POINT LARGE PRINT | BOOKS | | 589.68 | | |
| 2663 | MICHAEL DELANEY | COMPUTER UPDATES/SETUP/RENEWAL | | 668.65 | | |
| 7158945 | DEMCO INC | BOOKMARKS & TAPE | | 102.06 | | |
| FY23SMART911 | DUBUQUE COUNTY SHERIFF | SMART E911 | | 400.68 | | |
| 81645 | ENCYCLOPAEDIA BRITANNICA | LIBRARY SUBSCRIPTION | | 445.00 | | |
| 22003 | FIEND INCARNATE BOOK | BOOK SIGNING | | 40.00 | | |
| 5218 | GASSER FARM & HARDWARE LLC | MULCH - GARDEN CLUB | | 133.19 | | |
| 090322 | GEHL LAWN SERVICE | FD WEED CONTROL | | 100.00 | | |
| 108812 | HERITAGE PRINTING COMPANY | LAMINATING | | 22.00 | | |
| 091522 | MARTY HOFFMANN | FLEX REIMBURSEMENT | | 222.85 | | |
| 5446 | HOMETOWN PEST SOLUTIONS | CITY HALL FALL INVADERS | 140.00 | | | |
| 5448 | HOMETOWN PEST SOLUTIONS | FD - FALL INVADERS | 140.00 | | | |
| 5450 | HOMETOWN PEST SOLUTIONS | LIB-FALL INVADERS | 140.00 | | | |
| 5452 | HOMETOWN PEST SOLUTIONS | EMS-FALL INVADERS | 140.00 | 560.00 | | |
| 502471071 | HOOPLA | DIGITAL CHECK OUT MATERIALS | | 164.28 | | |
| 2022ILAAC | IOWA LIBRARY ASSOCIATION | ANNUAL CONFERENCE FEE | | 135.00 | | |
| 216929 | IREAD | IREAD PURCHASE | | 97.10 | | |
| 2022LGFEEES | JENNIFER RHOMBERG | REIMBURSE LG FEES | | 300.00 | | |
| 620694 | JUNIOR LIBRARY GUILD | BOOKS | | 473.88 | | |
| 703615 | KERPS SERVICE CENTER INC | TIRE REPAIR | | 28.50 | | |
| 090922 | KOTTER LISA | REIMBURSE MOVING EXPENSES | | 2,500.00 | | |
| ARU0338390 | LAKEVIEW BOOKS | BOOKS | 250.89 | | | |
| ARU0340372 | LAKEVIEW BOOKS | BOOKS | 157.92 | 408.81 | | |
| 200319 | LYNCH DALLAS P.C. | ATTNY FEES | 219.00 | | | |
| 200320 | LYNCH DALLAS P.C. | ATTNY FEES | 54.00 | 273.00 | | |
| 090922 | MAQUOKETA VALLEY COOP | OAK HILL ST LIGHTS | | 158.02 | | |
| 0014106502 | MICRO MARKETING LLC | BOOKS | 46.99 | | | |
| 493101 | MICRO MARKETING LLC | BOOK | 32.00 | | | |
| 493961 | MICRO MARKETING LLC | BOOK | 48.80 | | | |
| 493967 | MICRO MARKETING LLC | BOOK | 15.16 | | | |
| 494719 | MICRO MARKETING LLC | BOOK-READERS DIGEST | 36.80 | 179.75 | | |
| 502350396 | MIDWEST TAPE LLC | DVD | 22.49 | | | |
| 502363008 | MIDWEST TAPE LLC | DVD'S | 44.98 | | | |
| 502440244 | MIDWEST TAPE LLC | DVD | 18.74 | | | |
| 502473954 | MIDWEST TAPE LLC | DVD | 23.24 | | | |

CLAIMS REPORT

| INVOICE# | VENDOR NAME | INVOICE DESCRIPTION | INVOICE AMT | VENDOR TOTAL | CHECK# | CHECK DATE |
|-----------------|---------------------------|---------------------------|------------------------|------------------|--------|------------|
| 502503388 | MIDWEST TAPE LLC | DVD'S | 27.73 | 137.18 | | |
| 550561 | NEWSBANK, INC | ANNUAL SUBSCRIPTION | | 303.00 | | |
| 718228606-01 | ORIENTAL TRADING | LIBRARY PRIZES | | 178.81 | | |
| CD0649722290523 | OVERDRIVE, INC | E BOOK CONTENT FEE | | 801.06 | | |
| 0582263 | PENWORTHY | BOOKS | 213.00 | | | |
| 0583004 | PENWORTHY | BOOKS | 289.92 | 502.92 | | |
| 25768167 | QUILL CORP | KIDS PLAYSET SLIME SOAKER | 27.26 | | | |
| 25784797 | QUILL CORP | FOAM CUPS | 43.34 | | | |
| 25784802 | QUILL CORP | FOAM CUPS | 41.17 | | | |
| 25798679 | QUILL CORP | PLAYHOUSES | 113.49 | | | |
| 25826556 | QUILL CORP | SUPPLIES | 44.43 | | | |
| 26011806 | QUILL CORP | CLEANING SUPPLIES | 28.33 | | | |
| 26053091 | QUILL CORP | FISHING POLE | 4.47 | | | |
| 265700584 | QUILL CORP | STAPLES ROLLING CRATE | 36.89 | 339.38 | | |
| 239863 | STATE HYGIENIC LABORATORY | WA TESTING | 287.00 | | | |
| 239864 | STATE HYGIENIC LABORATORY | WW TESTING | 500.00 | 787.00 | | |
| 108073 | TERRY DURIN CO | STREET LIGHTS (HEADS) | | 1,145.00 | | |
| 09012022 | VISA | CC FEES | | 1,232.26 | | |
| 222550001084 | WELLMARK BC/BS OF IA | OCTOBER PREMIUMS | | 7,991.34 | | |
| | | | | <u>26,699.92</u> | | |
| | | | Accounts Payable Total | | | |

CLAIMS REPORT
CLAIMS FUND SUMMARY

| FUND | NAME | AMOUNT |
|-------|-------------------|-----------|
| 001 | GENERAL | 18,585.98 |
| 016 | PARTIAL SELF-FUND | 60.90 |
| 110 | ROAD USE TAX | 2,781.06 |
| 600 | WATER | 1,563.13 |
| 610 | SEWER | 3,708.85 |
| ----- | | |
| | TOTAL FUNDS | 26,699.92 |

BANK CASH REPORT
2022

| BANK FUND GL | BANK NAME | JULY CASH BALANCE | AUGUST RECEIPTS | AUGUST DISBURSMENTS | AUGUST CASH BALANCE | OUTSTANDING TRANSACTIONS | AUG BANK BALANCE |
|-------------------------------|--------------------------------|-------------------|-----------------|---------------------|---------------------|--------------------------|------------------|
| OHNRWARD CHECKING ACCT | | | | | | | |
| BANK | OHNRWARD CHECKING ACCT | | | | | | 1,610,066.20 |
| 001 | CASH - GENERAL | 137,347.94 | 59,917.22 | 128,924.90 | 68,340.26 | 5,783.77 | |
| 002 | CASH- ARP COVID 19 GRANT | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 011 | CASH - POLICE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 012 | CASH - FIRE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 013 | CASH - RIVERVIEW PARK | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 014 | CASH - FIRE EQUIPMENT | 67,500.00 | 0.00 | 0.00 | 67,500.00 | | |
| 015 | CASH - PUBLIC WORKS TRUCK | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 016 | CASH - PARTIAL SELF-FUND | 25,223.36 | 0.00 | 426.16 | 24,797.20 | | |
| 017 | CASH - SWIMMING POOL | 30,027.59 | 0.00 | 0.00 | 30,027.59 | | |
| 018 | CASH - CABLE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 019 | CASH - PARKS/PLAYGROUND | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 020 | CASH - STREET EQUIP | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 021 | CASH - LIBRARY | 21,024.55 | 0.00 | 3,664.00 | 17,360.55 | | |
| 022 | CASH - 1ST AVENUE | 307,232.35 | 0.00 | 0.00 | 307,232.35 | | |
| 023 | CASH - 1ST AVE BRIDGE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 024 | CASH - TYLER BRIDGE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 025 | CASH - TRAIL | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 026 | CASH - SIREN | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 027 | CASH - BICENTENNIAL | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 028 | CASH - AMBULANCE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 110 | CASH - ROAD USE TAX | 110,559.12 | 24,343.23 | 16,284.17 | 118,618.18 | 597.84 | |
| 111 | CASH | 98,274.20 | 174,119.46 | 9,250.00 | 263,143.66 | | |
| 112 | CASH - EMPLOYEE BENEFITS | 23,453.21 | 0.00 | 0.00 | 23,453.21 | | |
| 121 | CASH - LOST | 447,722.14 | 28,014.59 | 0.00 | 475,736.73 | | |
| 125 | CASH - TIF | 257,352.05- | 417.00 | 862.50 | 257,797.55- | | |
| 200 | CASH - DEBT SERVICE | 55,734.73 | 0.00 | 0.00 | 55,734.73 | | |
| 220 | CASH - SPECIAL ASSESSMENT | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 300 | CASH | 0.00 | 0.00 | 1,400.00 | 1,400.00- | | |
| 310 | CASH - HOUSING REHAB | 13,603.74 | 0.00 | 0.00 | 13,603.74 | | |
| 312 | CASH - 1ST AVE TRAIL PROJECT | 9,990.32 | 0.00 | 0.00 | 9,990.32 | | |
| 322 | CASH - STREET IMPROVEMENTS | 165,636.34- | 0.00 | 0.00 | 165,636.34- | | |
| 323 | CASH - HIGHWAY 136 | 88,676.19 | 0.00 | 0.00 | 88,676.19 | | |
| 360 | CASH - WATER SYS IMPROVEMENT | 700.53 | 0.00 | 0.00 | 700.53 | | |
| 363 | CASH - WWTP IMPROVEMENT PROJ | 358,669.62- | 0.00 | 0.00 | 358,669.62- | | |
| 364 | CASH - TRAIL WATER MAIN REPLAC | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 365 | CASH - MCKINLEY ST & 1ST AVE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 366 | CASH - SWIMMING POOL PROJ | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 600 | CASH - WATER | 44,535.60- | 29,066.96 | 17,874.67 | 33,343.31- | 1,354.20 | |
| 601 | CASH - DEPOSITS | 1,723.43 | 0.00 | 190.00 | 1,533.43 | | |
| 603 | CASH - WELL PUMP | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 604 | CASH - 2021A BOND | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 605 | CASH - 2021A BOND SINKING | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 610 | CASH - SEWER | 233,448.67 | 70,146.95 | 17,997.27 | 285,598.35 | 355.19 | |
| 611 | CASH - SEWER SINKING | 567,136.00 | 0.00 | 0.00 | 567,136.00 | | |
| 620 | CASH - GARBAGE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 621 | CASH - GARBAGE TRUCK | 0.00 | 0.00 | 0.00 | 0.00 | | |
| DEPOSITS | | | | | | | 361.00 |
| OHNRWARD CHECKING ACCT TOTALS | | 1,413,184.46 | 386,025.41 | 196,873.67 | 1,602,336.20 | 7,730.00 | 1,610,066.20 |

BANK CASH REPORT
2022

| BANK NAME FUND GL NAME | JULY CASH BALANCE | AUGUST RECEIPTS | AUGUST DISBURSMENTS | AUGUST CASH BALANCE | OUTSTANDING TRANSACTIONS | AUG BANK BALANCE |
|------------------------------------|----------------------|--------------------|------------------------|------------------------|-----------------------------|---------------------|
| OHNWARD MONEY MARKET ACCT | | | | | | |
| BANK OHNWARD MONEY MARKET ACCT | | | | | | 1,255,532.10 |
| 001 CDS/INVESTMENTS - GENERAL | 121,681.28 | 142.68 | 0.00 | 121,823.96 | | |
| 011 CDS/INVESTMENTS - POLICE CAR | 70,621.42 | 56.88 | 0.00 | 70,678.30 | | |
| 012 CDS/INVESTMENTS - FIRE TRUCK | 251,322.13 | 202.43 | 0.00 | 251,524.56 | | |
| 013 CDS/INVESTMENTS - RIVERVIEW | 9,540.05 | 7.68 | 0.00 | 9,547.73 | | |
| 015 CDS/INVESTMENTS - TRUCK RSRV | 37,522.31 | 30.22 | 0.00 | 37,552.53 | | |
| 016 CDS/INVESTMENTS - PARTIAL SELF | 16,835.29 | 13.56 | 0.00 | 16,848.85 | | |
| 017 CDS/INVESTMENTS - SWIMMING | 9,472.70 | 7.63 | 0.00 | 9,480.33 | | |
| 018 CDS/INVESTMENTS - CABLE RSRV | 6,487.60 | 5.23 | 0.00 | 6,492.83 | | |
| 019 CDS/INVESTMENTS - PARKS | 20,735.42 | 16.70 | 0.00 | 20,752.12 | | |
| 020 CDS/INVESTMENTS - STREET EQUIP | 71,501.32 | 57.59 | 0.00 | 71,558.91 | | |
| 021 CDS/INVESTMENTS - LIBRARY RSRV | 122,340.77 | 98.54 | 0.00 | 122,439.31 | | |
| 022 CDS/INVESTMENTS - 1ST AVE RSRV | 220.90 | 0.18 | 0.00 | 221.08 | | |
| 024 CDS/INVESTMENTS - TYLER BRIDGE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 025 CDS/INVESTMENTS - TRAIL RSRV | 25.43 | 0.02 | 0.00 | 25.45 | | |
| 026 CDS/INVESTMENTS - SIREN RSRV | 2,235.44 | 1.80 | 0.00 | 2,237.24 | | |
| 027 CDS/INVESTMENTS - BICENTENNIAL | 3,388.71 | 2.73 | 0.00 | 3,391.44 | | |
| 028 CD/INVESTMENTS - AMBULANCE RES | 154,788.58 | 124.68 | 0.00 | 154,913.26 | | |
| 110 CDS/INVESTMENTS - ROAD USE TAX | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 112 CDS/INVESTMENTS - EMPLOYEE BEN | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 125 CDS/INVESTMENTS - TIF | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 200 CDS/INVESTMENTS - DEBT SERVICE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 600 CDS/INVESTMENTS - WATER | 82,261.80 | 69.11 | 0.00 | 82,330.91 | | |
| 601 CDS/INVESTMENTS - DEPOSITS | 3,500.00 | 0.00 | 0.00 | 3,500.00 | | |
| 603 CDS/INVESTMENTS - WELL PUMP | 52,290.31 | 100.18 | 0.00 | 52,390.49 | | |
| 605 CD's/INVESTMENTS-2021A SINKING | 72,086.24 | 0.00 | 0.00 | 72,086.24 | | |
| 610 CDS/INVESTMENTS - SEWER | 145,619.27 | 117.29 | 0.00 | 145,736.56 | | |
| 611 CDS/INVESTMENTS - SEWER SINKIN | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 620 CDS/INVESTMENTS - GARBAGE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 621 CDS/INVESTMENTS - GARBAGE TRK | 0.00 | 0.00 | 0.00 | 0.00 | | |
| OHNWARD MONEY MARKET ACCT TOTA | 1,254,476.97 | 1,055.13 | 0.00 | 1,255,532.10 | 0.00 | 1,255,532.10 |
| OHNWARD BANK CD | | | | | | |
| BANK OHNWARD BANK CD | | | | | | |
| 019 CD - PARKS | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 021 CD - LIBRARY | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 022 CD - 1ST AVE | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 600 CD - WATER | 0.00 | 0.00 | 0.00 | 0.00 | | |
| OHNWARD BANK CD TOTALS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OF ALL BANKS | 2,667,661.43 | 387,080.54 | 196,873.67 | 2,857,868.30 | 7,730.00 | 2,865,598.30 |

REVENUE & EXPENSE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE | BUDGET | DIFFERENCE |
|----------------|--------------------------|-------------|-------------|--------------|--------------|
| | GENERAL TOTAL | 57,478.83 | 140,519.74 | 2,222,292.00 | 2,081,772.26 |
| | POLICE TOTAL | 56.88 | 103.29 | .00 | 103.29- |
| | FIRE TRUCK TOTAL | 202.43 | 367.46 | .00 | 367.46- |
| | RIVERVIEW PARK TOTAL | 7.68 | 13.94 | .00 | 13.94- |
| | PUBLIC WORKS TRUCK TOTAL | 30.22 | 54.87 | .00 | 54.87- |
| | PARTIAL SELF-FUND TOTAL | 13.56 | 24.61 | .00 | 24.61- |
| | SWIMMING POOL TOTAL | 7.63 | 13.81 | .00 | 13.81- |
| | CABLE TOTAL | 5.23 | 9.52 | .00 | 9.52- |
| | PARKS/PLAYGROUND TOTAL | 16.70 | 30.30 | .00 | 30.30- |
| | STREET EQUIP TOTAL | 57.59 | 104.58 | .00 | 104.58- |
| | LIBRARY TOTAL | 98.54 | 178.91 | .00 | 178.91- |
| | 1ST AVENUE TOTAL | .18 | .34 | .00 | .34- |
| | TRAIL TOTAL | .02 | .02 | .00 | .02- |
| | SIREN TOTAL | 1.80 | 3.28 | .00 | 3.28- |
| | BICENTENNIAL TOTAL | 2.73 | 4.96 | .00 | 4.96- |
| | AMBULANCE TOTAL | 124.68 | 226.32 | .00 | 226.32- |
| | ROAD USE TAX TOTAL | 24,343.23 | 49,591.07 | 333,000.00 | 283,408.93 |

REVENUE & EXPENSE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE | BUDGET | DIFFERENCE |
|----------------|-------------------------------|-------------------|-------------------|---------------------|---------------------|
| | ARP (AMERI RESUCUE PLAN) TOTA | 174,119.46 | 174,119.46 | 176,500.00 | 2,380.54 |
| | EMPLOYEE BENEFITS TOTAL | .00 | 131.67 | 1,348.00 | 1,216.33 |
| | LOCAL OPTION TOTAL | 28,014.59 | 58,566.80 | 566,650.00 | 508,083.20 |
| | TAX INCREMENT FINANCING TOTAL | 417.00 | 2,693.42 | 106,798.00 | 104,104.58 |
| | DEBT SERVICE TOTAL | .00 | 357.90 | 330,618.00 | 330,260.10 |
| | STREET IMPROVEMENTS TOTAL | .00 | .00 | 20,000.00 | 20,000.00 |
| | WATER TOTAL | 29,136.07 | 58,307.95 | 379,100.00 | 320,792.05 |
| | WELL PUMP TOTAL | 100.18 | 134.55 | 200.00 | 65.45 |
| | SEWER TOTAL | 70,264.24 | 143,519.86 | 962,300.00 | 818,780.14 |
| | TOTAL REVENUE BY FUND | <u>384,499.47</u> | <u>629,078.63</u> | <u>5,098,806.00</u> | <u>4,469,727.37</u> |

REVENUE & EXPENSE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE | BUDGET | DIFFERENCE |
|----------------|-------------------------------|-------------|-------------|--------------|--------------|
| | GENERAL TOTAL | 130,396.58 | 340,873.95 | 1,868,974.00 | 1,528,100.05 |
| | PARTIAL SELF-FUND TOTAL | 426.16 | 2,574.47 | .00 | 2,574.47- |
| | LIBRARY TOTAL | 3,664.00 | 3,664.00 | .00 | 3,664.00- |
| | ROAD USE TAX TOTAL | 18,153.54 | 37,859.52 | 331,039.00 | 293,179.48 |
| | ARP (AMERI RESUCUE PLAN) TOTA | 9,250.00 | 9,250.00 | 181,500.00 | 172,250.00 |
| | EMPLOYEE BENEFITS TOTAL | .00 | .00 | 45,000.00 | 45,000.00 |
| | LOCAL OPTION TOTAL | .00 | .00 | 228,825.00 | 228,825.00 |
| | TAX INCREMENT FINANCING TOTAL | 862.50 | 862.50 | 108,798.00 | 107,935.50 |
| | DEBT SERVICE TOTAL | .00 | .00 | 304,275.00 | 304,275.00 |
| | LIBRARY PROJ TOTAL | 1,400.00 | 1,400.00 | .00 | 1,400.00- |
| | STREET IMPROVEMENTS TOTAL | .00 | .00 | 20,000.00 | 20,000.00 |
| | WATER TOTAL | 18,889.59 | 41,130.24 | 371,188.00 | 330,057.76 |
| | DEPOSITS-WATER/SEWER TOTAL | 190.00 | 190.00 | 300.00 | 110.00 |
| | SEWER TOTAL | 19,091.57 | 45,365.39 | 932,725.00 | 887,359.61 |
| | TOTAL EXPENSES BY FUND | 202,323.94 | 483,170.07 | 4,392,624.00 | 3,909,453.93 |

TREASURER'S REPORT
CALENDAR 8/2022, FISCAL 2/2023

| ACCOUNT TITLE | LAST MONTH END BALANCE | RECEIVED | DISBURSED | CHANGE IN LIABILITY | ENDING BALANCE |
|-----------------------------|---------------------------|------------|------------|------------------------|-------------------|
| 001 GENERAL | 259,029.22 | 57,478.83 | 130,396.58 | 4,052.75 | 190,164.22 |
| 002 ARP- COVID-19 GRANT | .00 | .00 | .00 | .00 | .00 |
| 011 POLICE | 70,621.42 | 56.88 | .00 | .00 | 70,678.30 |
| 012 FIRE TRUCK | 251,322.13 | 202.43 | .00 | .00 | 251,524.56 |
| 013 RIVERVIEW PARK | 9,540.05 | 7.68 | .00 | .00 | 9,547.73 |
| 014 FIRE EQUIPMENT | 67,500.00 | .00 | .00 | .00 | 67,500.00 |
| 015 PUBLIC WORKS TRUCK | 37,522.31 | 30.22 | .00 | .00 | 37,552.53 |
| 016 PARTIAL SELF-FUND | 42,058.65 | 13.56 | 426.16 | .00 | 41,646.05 |
| 017 SWIMMING POOL | 39,500.29 | 7.63 | .00 | .00 | 39,507.92 |
| 018 CABLE | 6,487.60 | 5.23 | .00 | .00 | 6,492.83 |
| 019 PARKS/PLAYGROUND | 20,735.42 | 16.70 | .00 | .00 | 20,752.12 |
| 020 STREET EQUIP | 71,501.32 | 57.59 | .00 | .00 | 71,558.91 |
| 021 LIBRARY | 143,365.32 | 98.54 | 3,664.00 | .00 | 139,799.86 |
| 022 1ST AVENUE | 307,453.25 | .18 | .00 | .00 | 307,453.43 |
| 023 1ST AVE BRIDGE | .00 | .00 | .00 | .00 | .00 |
| 024 TYLER BRIDGE | .00 | .00 | .00 | .00 | .00 |
| 025 TRAIL | 25.43 | .02 | .00 | .00 | 25.45 |
| 026 SIREN | 2,235.44 | 1.80 | .00 | .00 | 2,237.24 |
| 027 BICENTENNIAL | 3,388.71 | 2.73 | .00 | .00 | 3,391.44 |
| 028 AMBULANCE | 154,788.58 | 124.68 | .00 | .00 | 154,913.26 |
| <hr/> | | | | | |
| GENERAL FUNDS: | 1,487,075.14 | 58,104.70 | 134,486.74 | 4,052.75 | 1,414,745.85 |
| <hr/> | | | | | |
| 110 ROAD USE TAX | 110,559.12 | 24,343.23 | 18,153.54 | 1,869.37 | 118,618.18 |
| 111 ARP (AMERI RESUCUE PLAN | 98,274.20 | 174,119.46 | 9,250.00 | .00 | 263,143.66 |
| 112 EMPLOYEE BENEFITS | 23,453.21 | .00 | .00 | .00 | 23,453.21 |
| 121 LOCAL OPTION | 447,722.14 | 28,014.59 | .00 | .00 | 475,736.73 |
| 125 TAX INCREMENT FINANCING | 257,352.05- | 417.00 | 862.50 | .00 | 257,797.55- |
| <hr/> | | | | | |
| SPECIAL REVENUES: | 422,656.62 | 226,894.28 | 28,266.04 | 1,869.37 | 623,154.23 |
| <hr/> | | | | | |
| 200 DEBT SERVICE | 55,734.73 | .00 | .00 | .00 | 55,734.73 |
| 220 SPECIAL ASSESSMENT | .00 | .00 | .00 | .00 | .00 |
| <hr/> | | | | | |
| DEBT SERVICE TOTALS | 55,734.73 | .00 | .00 | .00 | 55,734.73 |
| <hr/> | | | | | |
| 300 LIBRARY PROJ | .00 | .00 | 1,400.00 | .00 | 1,400.00- |
| 310 HOUSING REHAB | 13,603.74 | .00 | .00 | .00 | 13,603.74 |
| 312 1ST AVE TRAIL PROJECT | 9,990.32 | .00 | .00 | .00 | 9,990.32 |
| 322 STREET IMPROVEMENTS | 165,636.34- | .00 | .00 | .00 | 165,636.34- |
| 323 HIGHWAY 136 | 88,676.19 | .00 | .00 | .00 | 88,676.19 |
| 360 WATER SYSTEM IMPROVEMEN | 700.53 | .00 | .00 | .00 | 700.53 |
| 363 WWTP IMPROVEMENT PROJEC | 358,669.62- | .00 | .00 | .00 | 358,669.62- |
| 364 TRAIL WATER MAIN REPLAC | .00 | .00 | .00 | .00 | .00 |
| 365 MCKINLEY ST & 1ST AVE C | .00 | .00 | .00 | .00 | .00 |
| 366 SWIMMING POOL PROJECT | .00 | .00 | .00 | .00 | .00 |
| <hr/> | | | | | |
| CAPITAL PROJECTS TOT | 411,335.18- | .00 | 1,400.00 | .00 | 412,735.18- |
| <hr/> | | | | | |
| 600 WATER | 37,726.20 | 29,136.07 | 18,889.59 | 1,014.92 | 48,987.60 |
| 601 DEPOSITS-WATER/SEWER | 5,223.43 | .00 | 190.00 | .00 | 5,033.43 |
| 603 WELL PUMP | 52,290.31 | 100.18 | .00 | .00 | 52,390.49 |
| 604 2021A BOND | .00 | .00 | .00 | .00 | .00 |

TREASURER'S REPORT
CALENDAR 8/2022, FISCAL 2/2023

| ACCOUNT TITLE | LAST MONTH END BALANCE | RECEIVED | DISBURSED | CHANGE IN LIABILITY | ENDING BALANCE |
|------------------------|---------------------------|------------|------------|------------------------|-------------------|
| 605 2021A BOND SINKING | 72,086.24 | .00 | .00 | .00 | 72,086.24 |
| 610 SEWER | 379,067.94 | 70,264.24 | 19,091.57 | 1,094.30 | 431,334.91 |
| 611 SEWER SINKING | 567,136.00 | .00 | .00 | .00 | 567,136.00 |
| 620 GARBAGE | .00 | .00 | .00 | .00 | .00 |
| 621 GARBAGE TRUCK | .00 | .00 | .00 | .00 | .00 |
| <hr/> | | | | | |
| ENTERPRISE FUNDS: | 1,113,530.12 | 99,500.49 | 38,171.16 | 2,109.22 | 1,176,968.67 |
| <hr/> | | | | | |
| GRAND TOTAL: | 2,667,661.43 | 384,499.47 | 202,323.94 | 8,031.34 | 2,857,868.30 |
| <hr/> | | | | | |
| Report Total | 2,667,661.43 | 384,499.47 | 202,323.94 | 8,031.34 | 2,857,868.30 |

REVENUE & EXPENSE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE | BUDGET | DIFFERENCE |
|----------------|--|------------------|-------------------|-------------------|-------------------|
| | POLICE TOTAL | 17,691.60 | 42,756.21 | 247,779.00 | 205,022.79 |
| | EMERGENCY MANAGEMENT TOTAL | 9,250.00 | 9,250.00 | 1,000.00 | 8,250.00- |
| | FLOOD CONTROL TOTAL | 490.00 | 490.00 | 500.00 | 10.00 |
| | FIRE TOTAL | 1,448.86 | 7,493.03 | 52,258.00 | 44,764.97 |
| | AMBULANCE TOTAL | 3,156.30 | 16,468.30 | 74,200.00 | 57,731.70 |
| | PUBLIC SAFETY TOTAL | 32,036.76 | 76,457.54 | 375,737.00 | 299,279.46 |
| | ROADS, BRIDGES, SIDEWALKS TOTA | 20,299.08 | 42,875.02 | 421,735.00 | 378,859.98 |
| | STREET LIGHTING TOTAL | 1,393.80 | 2,327.09 | 31,236.00 | 28,908.91 |
| | SNOW REMOVAL TOTAL | .00 | .00 | 45,918.00 | 45,918.00 |
| | RECYCLING/GARBAGE TOTAL | 22,960.43 | 45,890.53 | 274,200.00 | 228,309.47 |
| | PUBLIC WORKS TOTAL | 44,653.31 | 91,092.64 | 773,089.00 | 681,996.36 |
| | LIBRARY TOTAL | 17,425.86 | 33,349.06 | 167,583.00 | 134,233.94 |
| | PARKS TOTAL | 17,132.14 | 22,236.26 | 70,100.00 | 47,863.74 |
| | SWIMMING POOL TOTAL | 30,080.82 | 87,745.35 | 124,091.00 | 36,345.65 |
| | CULTURE & RECREATION TOTAL | 64,638.82 | 143,330.67 | 361,774.00 | 218,443.33 |
| | COMMUNITY BEAUTIFICATION TOTA | .00 | 440.22- | 232,000.00 | 232,440.22 |
| | TIF REVOLVING FUND TOTAL | 862.50 | 862.50 | 108,798.00 | 107,935.50 |
| | COMMUNITY & ECONOMIC DEV TOTA | 862.50 | 422.28 | 340,798.00 | 340,375.72 |
| | MAYOR/COUNCIL/CITY MGR TOTAL | .00 | .00 | 8,600.00 | 8,600.00 |
| | EXECUTIVE ADMINISTRATION TOTA | .00 | .00 | 3,110.00 | 3,110.00 |
| | CLERK/TREASURER/ADM TOTAL | 10,942.31 | 25,762.08 | 160,996.00 | 135,233.92 |
| | LEGAL SERVICES/ATTORNEY TOTAL | 150.00 | 225.00 | 10,000.00 | 9,775.00 |
| | CITY HALL/GENERAL BLDGS TOTAL | 7,913.96 | 53,981.43 | 146,618.00 | 92,636.57 |
| | CABLE ACCESS CHANNEL TOTAL | 1,555.12 | 3,812.80 | 21,089.00 | 17,276.20 |
| | GENERAL GOVERNMENT TOTAL | 20,561.39 | 83,781.31 | 350,413.00 | 266,631.69 |
| | ROADS, BRIDGES, SIDEWALKS TOTA | .00 | .00 | 138,675.00 | 138,675.00 |
| | DEBT SERVICES TOTAL | .00 | .00 | 165,600.00 | 165,600.00 |
| | DEBT SERVICE TOTAL | .00 | .00 | 304,275.00 | 304,275.00 |
| | ROADS, BRIDGES, SIDEWALKS TOTA | .00 | .00 | 20,000.00 | 20,000.00 |
| | LIBRARY TOTAL | 1,400.00 | 1,400.00 | .00 | 1,400.00- |
| | CAPITAL PROJECTS TOTAL | 1,400.00 | 1,400.00 | 20,000.00 | 18,600.00 |

REVENUE & EXPENSE REPORT
CALENDAR 8/2022, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE | BUDGET | DIFFERENCE |
|----------------|------------------------|--------------------------|--------------------------|----------------------------|----------------------------|
| | WATER TOTAL | 19,079.59 | 41,320.24 | 364,888.00 | 323,567.76 |
| | SEWER TOTAL | 19,091.57 | 45,365.39 | 927,725.00 | 882,359.61 |
| | ENTERPRISE FUNDS TOTAL | <u>38,171.16</u> | <u>86,685.63</u> | <u>1,292,613.00</u> | <u>1,205,927.37</u> |
| | TRANSFERS IN/OUT TOTAL | <u>.00</u> | <u>.00</u> | <u>573,925.00</u> | <u>573,925.00</u> |
| | TRANSFER OUT TOTAL | <u>.00</u> | <u>.00</u> | <u>573,925.00</u> | <u>573,925.00</u> |
| | TOTAL EXPENSES | <u><u>202,323.94</u></u> | <u><u>483,170.07</u></u> | <u><u>4,392,624.00</u></u> | <u><u>3,909,453.93</u></u> |

Cascade Public Library Board of Trustees Minutes Meeting September 15th, 2022, Council Chambers, 4:30pm

Present: Kane, Brindle, Ludwig, Thomas, Recker Absent: Brickley

1. Meeting called to order at 4:30pm by Ludwig. At this time Ludwig welcomed friends of the Library members Linda Dobbler and Pat Even.

2. Approval of Agenda made by Recker, second by Thomas, all approve, motion carried.

3. Approval of Minutes from August 2, 2022 Meeting made by Thomas, second by Brindle, all approve, motion carried.

4. Public Comment: No Public comment

5. Budget Reports: The Board reviewed the Expense, Revenue, Library Reserve, and Foundation Endowment report supplied by Director Kane in our monthly packet. The Board agreed it is beneficial to review these reports monthly. On the Revenue History Report from 07/2021 to 6/2022 Administrator was going to request that the report be transferred to Library Reserve Account. That total is \$5,134.00. Kane and Ludwig will speak to the Administrator Kotter about this.

6. Bills: The Iowa Library Association Conference will be held in Coralville, Iowa this year and Kane will be attending. The cost of this is \$135.00. the annual subscription for Newsbank was discussed and the monthly fee is \$25.25 and Kane reported it was worth it as is the Bridges-Overdrive annual subscription of \$801.06. That comes to a cost of .22 cents an item used by patrons. There were no other questions on the bills. Motion by Thomas, second by Brindle, all agree and motion was carried to pay the bills.

7. Circulations Stats: Grand total of all materials was down slightly. All materials used in August report was 4297 down from 4500 in the July report. This is normally due to the end of the summer reading program.

8. Old Business: Updated reports by board member Ludwig on the Events Subcommittee, Brindle in Social Media and Recker on the Fundraising Subcommittee for the future Cascade Library were given at this time. Events committee are having guest bartending at Gingers on October 22 the day of the Iowa-Ohio State game, selling t-shirts to support Cascade's Next Chapter, participation in Christmas in the Park on Nov. 26th and selling luminaries to be lit on Christmas Eve in Cascade. Social media subcommittee is doing a video promoting the new library and is just about ready to publish that unsocial media. The fund-raising Subcommittee have been asked to state their intention to pledge for the future library and each committee member have been asked to contact past and present Friends of the Library to support the New Library Project.

9. New Business: Programming and Events and Librarians Calendar reviewed. On September 27th Edgar Epperly will be presenting a program on Villisca Ax House Murders at 6:00pm at

Two Gingers. The Hotspots Policy was reviewed and voted to update late fee fines. Motion was made by Brin due, second by Thomas, all agree and motion cried to update the Hotspot New Policy.

The Collection Development Policy was reviewed by the Board and were told by director Kane the Cascade Public Library meets the State Report Standards and a motion was made by Thomas, second by Recker all approve motion carried to accept bye Collection Development Policy.

Storywalk grand opening will be held on October 1st at 10:00am. The story displayed will be I Don't Want To Be A Frog. Michelle Olson will be asked to attend.

There was a quote from Delaney PC for \$700.00 approximate cost to replace the laptop for Director Kane's office. Motion My Thomas, second by Brindle, all agreed, motion carried to replace laptop.

A library assistant position replacement will be posted as Carol Cigrand will be stepping down at some point from her position at the library. This position will have set hours.

Window cleaning to be done this fall was brought up by Recker and was told that City Employees would have to dismantle the windows. This matter will be looked onto.

At this time Dobbler and Even discussed wether or not they added a 501c3 for Friends of the Library. It was mom toned that they might discuss this with City Administrator Kotter.

Next meeting Wed. October 5th, City Hall at 4:30.

Motion to adjourn by Recker, second by Thomas, all agree, motion carried.

Monica Recker
Cascade Public Library Secretary

Meeting Minutes September 14, 2022
Cascade Municipal Utilities Board

Chairman Gross called the September 2022 regular meeting of the Cascade Municipal Board of Trustees to order on Wednesday September 14, 2022 at 5:15pm. Present were Trustees Barb Gross, Greg VanderLugt, Herb Manternach & Utility Manager Shontele Orr.

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

Clay Gavin did a presentation on how his home solar has worked over the course of the prior year & presented numbers around usage and cost savings. He recommended to the board to offer incentives from the utility to solar customers.

Staff updated the board that maintenance of the engines was completed and generation for accreditation has taken place for the year. The DNR emission test is scheduled for Oct 11th.

There was a motion by Manternach, 2nd by VanderLugt to approve the August 10th meeting minutes, August Financial Statements and Fund Balances, and the September bill list & claims for payment. Motion carried 3-0.

| Vendor Name | Check Amount | Vendor Name | Check Amount |
|-------------------------------------|--------------|-----------------------------------|-------------------|
| ADAM THEISEN | 119.16 | LINDA ASCHTGEN | 100.00 |
| ADVANTAGE ADMINS (BUYDOWN) | 1,720.27 | LORAS MCELMEEL | 350.00 |
| ADVANTAGE ADMINSTRATORS | 87.00 | MADISON NATIONAL LIFE INS CO | 213.30 |
| ALTORFER INC | 671.88 | MARYVILLE | 1,050.00 |
| AT&T | 7.70 | MCDERMOTT OIL CO. | 679.27 |
| CASCADE COMMUNICATIONS COMPANY | 102.06 | MCMASTER-CARR SUPPLY CO | 236.67 |
| CASCADE LUMBER CO | 112.66 | MID CONTINENT SALES | 1,109.74 |
| CASCADE MUNICIPAL UTILITIES | 640.84 | MISSION SQUARE RETIREMENT | 185.00 |
| CASCADE MUNICIPAL UTILITIES | 329.90 | MISSION SQUARE RETIREMENT | 185.00 |
| CLAYTON ENERGY CORPORATION | 28,849.72 | MISSION SQUARE RETIREMENT | 185.00 |
| COMTELEC INTERNET SERVICES | 45.00 | NICUSA - IOWA DIVISION | 836.11 |
| COMPLIANCE SERVICES INC | 2,450.00 | PARTS AUTHORITY | 94.03 |
| DANIEL MCELMEEL | 450.00 | PAYROLL | 8,762.78 |
| EFTPS | 2,493.70 | PAYROLL | 8,807.30 |
| EFTPS | 2,542.96 | PAYROLL | 8,693.55 |
| FIRST SUPPLY LLC-DUBUQUE | 710.65 | REPUBLIC SERVICES | 375.40 |
| FLETCHER-REINHARDT CO | 235.40 | SENSIT TECHNOLOGIES | 171.03 |
| GASSER FARM & HARDWARE LLC | 327.24 | SIMECA | 118,035.03 |
| GORDON FLESCH COMPANY | 71.89 | STUART CIRBY CO | 965.08 |
| GROEBNER & ASSOCIATES INC | 2,982.60 | TERRY DURIN COMPANY | 3,400.00 |
| INDUSTRIAL SALES | 53.66 | THE PARADIGM ALLIANCE | 825.00 |
| INFRASTRUCTURE TECHNOLOGY SOLUTIONS | 211.50 | TREASURER STATE OF IOWA | 998.00 |
| IOWA ONE CALL | 27.00 | TREASURER STATE OF IOWA | 8,413.74 |
| IOWA PRISON INDUSTRIES | 367.84 | USDI | 175.00 |
| IOWA UTILITIES BOARD | 114.75 | VISA | 49.88 |
| IPERS | 3,740.66 | WELLMARK BLUE CROSS & BLUE SHIELD | 3,720.41 |
| JESSE LOEWEN | 350.00 | WOODWARD COMMUNITY MEDIA | 121.36 |
| JOHANA MARBAN | 410.00 | | |
| | | Total: | 218,963.72 |

ELECTRIC REVENUE
GAS REVENUE

\$186,104.76
\$54,336.39

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

Under manager report: A discussion was held regarding workload & gas installs (Oak Hill, Hosch, Gas add on Grant St). Gas line was hit on Bucknam & was repaired. One additional solar customer has been added. Electric is complete at the warehouse in the cold storage area.

Gross adjourned the meeting at 6:13 PM on a motion from Manternach, 2nd by VanderLugt. Motion carried 3-0.

Secretary, Shontele Orr

Chairman, Barb Gross

PLANNING & ZONING COMMISSION MEETING
THURSDAY, SEPTEMBER 8, 2022
Meeting Minutes

The Cascade Planning & Zoning Commission met on Thursday, September 8, 2022, at 6:00p.m. in the Cascade City Hall Council Chambers, 320 1st Ave W, Cascade, IA 52033. Present for the meeting and answering roll were: Moriarity, Conlin, Steffen, Kerper and Moran. Excused: Otting and Hosch.

A motion by Moran, second by Conlin to approve the agenda as presented. Motion carried, ayes.

Motion Steffen, second Moran to approve the October 21, 2021 minutes with one amendment to add to the Taylor Street vacation of right of way discussion that the City Attorney had recommended to proceed with the vacation action. Motion carried unanimously.

Motion Moran, second Steffen to open the public hearing on the request to add gymnasiums and fitness centers to C-1 Commercial Highway, C-2 General Retail, M-1 Light Industrial and M-2 Heavy Industrial Districts. Motion carried, all aye.

Motion Conlin, second Steffen to close the public hearing as no citizens attended. Motion carried, all aye.

The Commission discussed the zoning change proposal which was requested by the owner of 1303 1st Ave East for M-1 zoning to allow a gym, fitness center type business. Administrator Kotter added the other three Districts for consideration as no current zones allow for these types of business. The Commission reviewed the draft ordinance that also stated the parking requirements of 1 spot for every 200 square feet of space in C-1, M-1 and M-2. C-2 doesn't require off street parking for other businesses and the recommendation was to leave that the same for this draft.

Motion Kerper, second Moran to recommend to the City Council adoption of Draft Ordinance #05-22 adding gymnasiums and fitness centers as permitted uses in C-1, C-2, M-1 and M-2 zoning districts with no parking requirements in C-2 and 1 spot for every 200 square feet for C-1, M-1 and M-2. Roll call vote, motion carried, all ayes.

The Commission reviewed the draft Urban Renewal Plan Amendment to be considered by the City Council on September 12. The Commission reviewed the five business incentives, the Library, two downtown parking lots and a walking trail. The Commission found that the projects coincide with the future development plans of Cascade. Commissioner Conlin objected to the site proposed for the library.

Motion Steffen, second Moran to recommend to the City Council adoption of the Urban Renewal Plan Amendment as presented to include the proposed five business incentives and the two parking lots and trail as all eight projects conform to and are consistent with the City's Comprehensive Plan. Roll call, motion carried, all ayes.

Motion Steffen, second Kerper to recommend to the City Council adoption of the Urban Renewal Plan Amendment project for the library as presented as it conforms to and is consistent with the City's Comprehensive Plan. Roll call, Motion carried, four ayes, one nay (Conlin).

Motion Moran, second Conlin to adjourn at 7:11pm was made by Steffen. Motion carried.

Lisa A. Kotter
City Administrator

Media Summary

Report Criteria: Fund Year: 2023; Project Type: All; Status: Awarded; County: All; City: All; Project Type: All

| Project Title | Description | Ownership | New Const./ Rehab. | Number of Units | Project City | Project County | Fund Year | Max. Tax Credit Amt | Status |
|---|------------------------|------------------------|--------------------|-----------------|----------------|----------------|-----------|---------------------|---------|
| Green Park Apartment Living | Multi-Family | Rental | New Const. | 78 | Marion | Linn | 2023 | \$1,000,000 | Awarded |
| **West Winds Townhomes | Single Family Attached | Owner Occupied | New Const. | 8 | STORM LAKE | Buena Vista | 2023 | \$282,600 | Awarded |
| 6&6th | Multi-Family | Rental | New Const. | 100 | Coralville | Johnson | 2023 | \$1,000,000 | Awarded |
| 34th Street Townhouse Infill Project | Single Family Attached | Owner Occupied | New Const. | 16 | Sioux City | Woodbury | 2023 | \$390,955 | Awarded |
| **Heritage Hill Phase 1 of 4 | Multi-Family | Owner Occupied, Rental | New Const. | 27 | West Branch | Cedar | 2023 | \$908,415 | Awarded |
| Reball Lofts | Multi-Family | Owner Occupied, Rental | New Const. | 34 | Cedar Rapids | Linn | 2023 | \$660,000 | Awarded |
| **Woodbridge Tower A & Twinhomes | Multi-Family | Owner Occupied | New Const. | 29 | Sioux Center | Sioux | 2023 | \$1,000,000 | Awarded |
| **BlueStem 8 plex Apt #2 | | Rental | New Const. | 8 | Orange City | Sioux | 2023 | \$233,942 | Awarded |
| **North Forty Apartments | Multi-Family | Rental | New Const. | 20 | Sioux Center | Sioux | 2023 | \$671,300 | Awarded |
| 5th Street Apartments | Multi-Family | Rental | New Const. | 21 | Sioux City | Woodbury | 2023 | \$415,684 | Awarded |
| **12-plex | Multi-Family | Rental | New Const. | 12 | Albia | Monroe | 2023 | \$248,900 | Awarded |
| Nevada Cass-Doty | Multi-Family | Rental | New Const. | 7 | Nevada | Story | 2023 | \$147,000 | Awarded |
| Morningside Avenue Apartments | Multi-Family | Rental | New Const. | 24 | Sioux City | Woodbury | 2023 | \$514,800 | Awarded |
| Apache View Townhomes | Multi-Family | Rental | New Const. | 12 | Sioux City | Woodbury | 2023 | \$252,000 | Awarded |
| **Cascade Park View Homes | Single Family Detached | Rental | New Const. | 4 | Cascade | Jones | 2023 | \$144,000 | Awarded |
| Firehouse Place | Single Family Detached | Rental | New Const. | 5 | Cedar Rapids | Linn | 2023 | \$120,000 | Awarded |
| The Loftus Project | Multi-Family | Rental | New Const. | 186 | Cedar Rapids | Linn | 2023 | \$1,000,000 | Awarded |
| **Decorah Workforce Housing Project | Multi-Family | Rental | New Const. | 48 | Decorah | Winneshiek | 2023 | \$1,000,000 | Awarded |
| **Ridge Creek Development | Multi-Family | Owner Occupied, Rental | New Const. | 30 | Sioux Center | Sioux | 2023 | \$1,000,000 | Awarded |
| Edison Addition | Single Family Detached | Owner Occupied | New Const. | 32 | Waterloo | Black Hawk | 2023 | \$656,927 | Awarded |
| SW9 215, LLC | Multi-Family | Rental | New Const. | 66 | Des Moines | Polk | 2023 | \$1,000,000 | Awarded |
| High Street Lofts - East | Multi-Family | Rental | New Const. | 47 | Des Moines | Polk | 2023 | \$987,344 | Awarded |
| **Rockport Phase 4 | Single Family Detached | Owner Occupied | New Const. | 7 | Emmetsburg | Palo Alto | 2023 | \$260,677 | Awarded |
| **Vesta Village - Osceola | Multi-Family | Rental | New Const. | 122 | Osceola | Clarke | 2023 | \$1,000,000 | Awarded |
| **Terrace View - Knoxville | Multi-Family | Rental | New Const. | 155 | Knoxville | Marion | 2023 | \$1,000,000 | Awarded |
| **Sunrise Pointe - Storm Lake Phase II | Single Family Attached | Rental | New Const. | 72 | Storm Lake | Buena Vista | 2023 | \$1,000,000 | Awarded |
| 1st & 1st, LLC | Multi-Family | Rental | New Const. | 63 | Cedar Rapids | Linn | 2023 | \$973,040 | Awarded |
| The Stacks | Multi-Family | Rental | New Const. | 192 | Dubuque | Dubuque | 2023 | \$1,000,000 | Awarded |
| **Waverly Theater | | Rental | Rehab. | 8 | Waverly | Bremer | 2023 | \$275,400 | Awarded |
| **Carver Corner Development | Multi-Family | Rental | New Const. | 56 | Muscatine | Muscatine | 2023 | \$1,000,000 | Awarded |
| **106 E Madison | Single Family Attached | Rental | Rehab. | 4 | Mount Ayr | Ringgold | 2023 | \$27,271 | Awarded |
| Western Ridge on Valley View Drive, Council Bluffs. | Multi-Family | Rental | New Const. | 102 | Council Bluffs | Pottawattamie | 2023 | \$1,000,000 | Awarded |
| **Federal Ave Rowhomes | Multi-Family | Rental | New Const. | 11 | Mason City | Cerro Gordo | 2023 | \$344,183 | Awarded |
| **2nd Ave Rowhomes | Multi-Family | Rental | New Const. | 32 | Fort Dodge | Webster | 2023 | \$930,995 | Awarded |
| 400 Main Street - Executive Square | Multi-Family | Rental | New Const. | 7 | Davenport | Scott | 2023 | \$90,800 | Awarded |
| Fox Hills Apartments - Dubuque, IA | Multi-Family | Rental | New Const. | 90 | Dubuque | Dubuque | 2023 | \$1,000,000 | Awarded |
| Village Center | Multi-Family | Rental | New Const. | 39 | Hiawatha | Linn | 2023 | \$663,900 | Awarded |
| Director of Construction Services | Multi-Family | Rental | New Const. | 111 | Cedar Rapids | Linn | 2023 | \$1,000,000 | Awarded |

* Project funded over multiple fiscal years

** Small Project

| | | | | | | | | | |
|--|------------------------|----------------|------------|-------|----------------|-------------|------|---------------|---------|
| Major Block Housing Project | Multi-Family | Rental | Rehab. | 15 | Sioux City | Woodbury | 2023 | \$313,500 | Awarded |
| **Manilla Plus Single Family Home Construction | Single Family Detached | Owner Occupied | New Const. | 4 | Manilla | Crawford | 2023 | \$111,731 | Awarded |
| **Apollo | Multi-Family | Rental | New Const. | 49 | Burlington | Des Moines | 2023 | \$650,000 | Awarded |
| Dry Creek Villas | Single Family Attached | Rental | New Const. | 12 | Cedar Rapids | Linn | 2023 | \$202,640 | Awarded |
| Euclid Ave Rowhomes | Multi-Family | Rental | New Const. | 17 | Des Moines | Polk | 2023 | \$292,966 | Awarded |
| **North Ridge | Multi-Family | Rental | New Const. | 56 | Chariton | Lucas | 2023 | \$1,000,000 | Awarded |
| **Stella Ridge | Single Family Detached | Owner Occupied | New Const. | 9 | Grinnell | Poweshiek | 2023 | \$324,000 | Awarded |
| **Reinbeck Renovation Workforce Housing | Multi-Family | Rental | New Const. | 10 | Reinbeck | Grundy | 2023 | \$326,961 | Awarded |
| Broad & Main on Sixth | Multi-Family | Rental | New Const. | 41 | Marion | Linn | 2023 | \$939,055 | Awarded |
| Park Indy | Multi-Family | Rental | New Const. | 40 | Des Moines | Polk | 2023 | \$729,124 | Awarded |
| UA Station | Multi-Family | Rental | New Const. | 24 | Des Moines | Polk | 2023 | \$452,160 | Awarded |
| **Wright Time Housing | Multi-Family | Rental | New Const. | 36 | Clarion | Wright | 2023 | \$1,000,000 | Awarded |
| Star Lofts | Multi-Family | Rental | New Const. | 20 | Des Moines | Polk | 2023 | \$400,310 | Awarded |
| Davenport Annex Apartments at 203 W. 3rd Street | Multi-Family | Rental | New Const. | 18 | Davenport | Scott | 2023 | \$297,000 | Awarded |
| **Monroe Landing Development | Multi-Family | Owner Occupied | New Const. | 20 | Mount Pleasant | Henry | 2023 | \$750,626 | Awarded |
| **Manilla Woodland Park Apartments | Multi-Family | Rental | New Const. | 25 | Manilla | Crawford | 2023 | \$171,715 | Awarded |
| **Gustin Flats | Multi-Family | Rental | New Const. | 18 | Osceola | Clarke | 2023 | \$570,750 | Awarded |
| **ZZ Enterprises - Hull, IA Multi-Family Project | Multi-Family | Owner Occupied | New Const. | 8 | Hull | Sioux | 2023 | \$317,844 | Awarded |
| **Storm Lake Apartments | Multi-Family | Rental | New Const. | 36 | Storm Lake | Buena Vista | 2023 | \$948,690 | Awarded |
| Cumulative Totals: | | | | 2,343 | | | | \$ 34,999,205 | |
| Total Number of Projects | | | | 57 | | | | | |

* Project funded over multiple fiscal years

** Small Project



September 26, 2022 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, Interim City Administrator
Date: September 23, 2022
Re: Fire Truck Purchase

Members of the Farm Board will attend to go over the purchase with the City Council as this is a 50-50% cost share with the Townships.

The City has been setting funds aside in anticipation of the purchase of a new truck. This truck that is to be replaced is the 1998 FL-80 Freightliner which has 17,044 miles. This is the last of the trucks that was owned either exclusively by the City or Townships. Since this one is owned by the City any revenue received from the sale of the 1998 vehicle will be City revenue.

The Department created a team of seven firefighters assigned to spec out the truck, receive proposals and make a recommendation. The firefighters on the Committee were Nik Kremer, Zach Fagan, Nick Schultz, Chris Felton, Matt Donovan, Brian Drew and Denny Green. Four proposals were received from Toyne, Rosenbauer, Pierce and Simon. The Committee narrowed the discussions to two companies: Toyne and Rosenbauer. After much discussion and weighing the pros and cons of each vehicle and manufacturer, the Committee is recommending to purchase the truck from Toyne in the amount of \$524,392. The City and Farm Board or Townships each pay half of the cost. The City's half will be \$262,196. Currently the City has set aside \$251,322.13 in funds for this purchase. While do not know the future purchase price of the 1998 truck we are hopeful to get \$50,000.

Some of the firefighters will be on hand to make a presentation to the Council regarding the purchase. The truck has a lead time of over 500 days so we would like Council consideration to order the truck. The City and Farm Board need to jointly decide on paying 50-90% down on the truck and contract signing time. The more we pay the bigger the discount. It is also possible that the City pays one percent and the Towns pay another depending on what makes more sense for each.

The City is currently earning 2.29% on their reserves. The rate that the City is being paid is adjusted monthly on the 1st day of each month @ .50% over the IPAIT daily rate. That rate today is 2.35%, so if this rate doesn't change, the rate paid on the reserves as of 10-1-2022 would be 2.85%.

If we conservatively figure the rate on reserves at 2.50%, the math would be as follows:

$$\$105,000 \times 2.50\% = \$2,625/\text{yr}$$

$$\$2,625 / 12 \text{ months} = \$218.75/\text{mo}$$

$$\$218.75 \times 18 \text{ months} = \$3,937.50$$

\$3,937.50 - \$2,025.00 = \$1,912.50 benefit by retaining the \$105,000 in reserves

Obviously, this amount will change as the rate on the City's reserves changes, but based on this calculation, it looks like the City would be better off retaining the \$105,000 in reserves. Especially, if rates continued to increase as anticipated.

My recommendation is to proceed with adopting the Resolution #68-22 to order the truck and only pay 50% down on our half.

RESOLUTION #68-22

**A RESOLUTION APPROVING THE PURCHASE OF A TOYNE FIRE TRUCK FOR
THE CITY OF CASCADE AND TOWNSHIPS**

WHEREAS, the City Council has the obligation to provide fire protection to its residents,
and;

WHEREAS, the 1998 Freightliner FL-80 fire truck has been determined to be replaced
and eventually sold for City revenues, and;

WHEREAS, the City and Townships purchase all fire vehicles at a 50-50% cost share,
and;

WHEREAS, the Fire Department has accepted bids and determined that the truck to
purchase is from Toyne Inc in the amount of \$524,392, and;

WHEREAS, the City has been allocating funds to a Fire Truck Reserve Account for a
number of years, and;

WHEREAS, the City's portion of the new truck will be \$262,196.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa,
authorizes the Fire Department to proceed with the purchase of the Toyne Fire Truck in the
City's amount of \$262,196 and pay 50% down from the Fire Truck Reserve Account, all
contingent on joint approval from the Township's Farm Board.

PASSED, APPROVED AND ADOPTED this 26th day of September, 2022.

Steve Knepper, Mayor

ATTEST:

Lisa A. Kotter, City Administrator and Interim City Clerk

Payment Options made available to:

Cascade Fire Dept

Payment in Full Upon Delivery

\$ 524,392.68

Prepayments and Discounts:

| | Upon Chassis Arrival at Toyne | PAYMENTS AT TIME OF CONTRACT | | | | |
|-------------|----------------------------------|------------------------------|-----------|-----------|-----------|-----------|
| | | 50% | 66% | 75% | 80% | 90% |
| Payment | \$248,093 | \$262,196 | \$346,099 | \$393,295 | \$419,514 | \$471,953 |
| Discount | \$8,385 | \$10,593 | \$12,213 | \$13,125 | \$13,631 | \$14,644 |
| Balance Due | \$267,915 | \$251,604 | \$166,080 | \$117,973 | \$91,247 | \$37,795 |

Aug 3 18

Cascade Fire Department Truck Purchase

City Council and Farm Board

September 26, 2022



1998 FL-80 Freightliner
(City Owned)

17,044 Miles

Last Truck to Not Be
Owned Jointly

Sale Revenue Will Be the
City's

Fire Truck Committee

Nik Kremer
Zach Fagan
Nick Schultz
Chris Felton
Matt Donovan
Brian Drew
Denny Green

Fire Truck Committee Review Process

Met To Determine Priorities, Needs

Requested Proposals

Received Four Proposals–Rosenbauer, Pierce, Simon and Toyne

Reviewed Proposals

Selected Top Two To Further Investigate the Proposals
Toyne and Rosenbauer

Fire Truck Committee Review Process

Final Recommendation
After Meeting With Top Two

Toyne

Balanced: price, proposal,
features, storage, references.

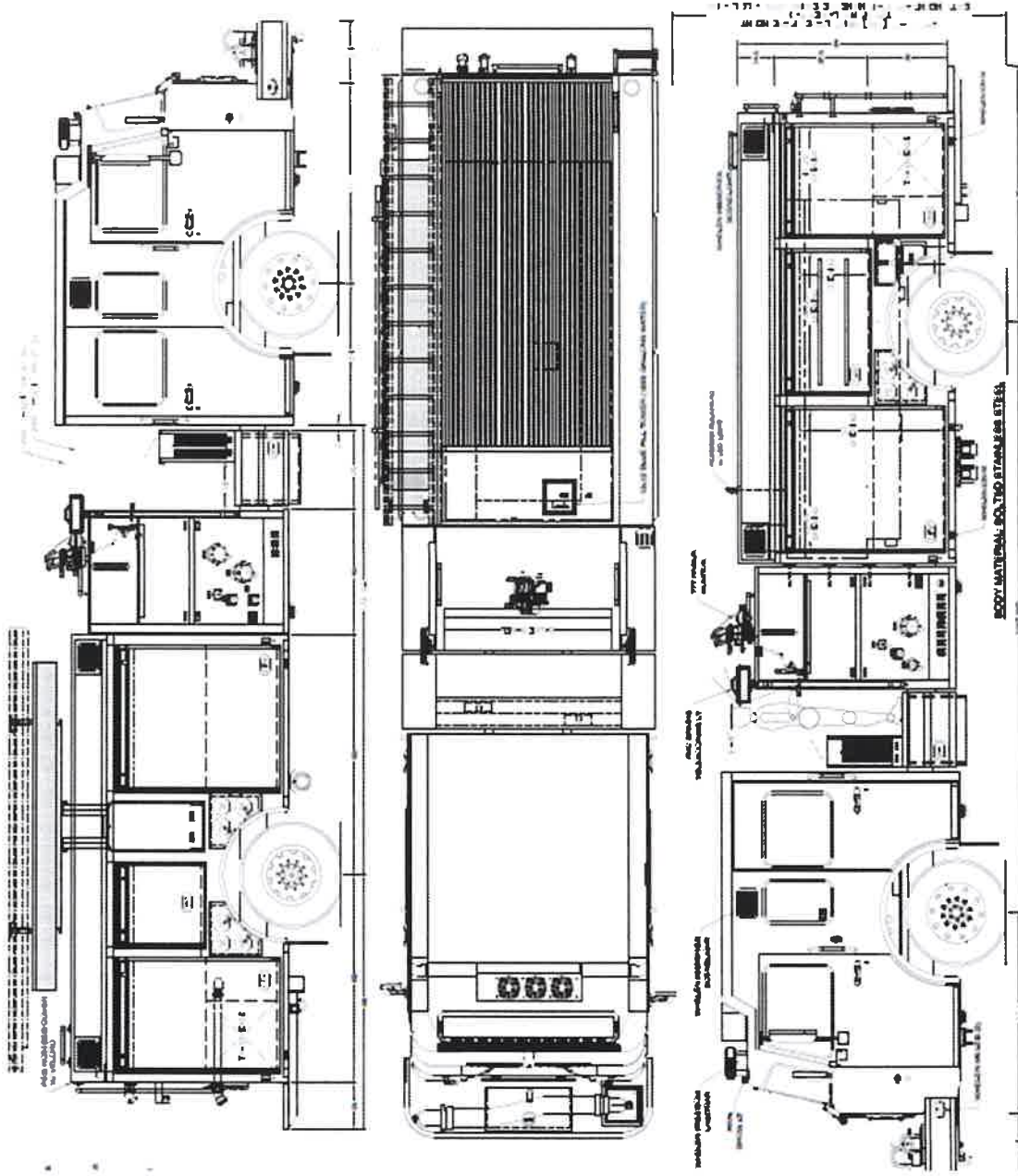


Total \$524,392

**City Half \$262,196
Farm Board \$262,196**

**Current City Fire Truck
Reserves \$251,322**

Farm Board Reserves



A Place We Call Home

Down Payment

Can save \$4051 at 90% Down
vs 50% Down
(\$2,025 Each)

Payment Options made available to:

Cascade Fire Dept

Payment In Full Upon Delivery

\$ 524,392.68

Prepayments and Discounts:

| | Upon Chassis Arrival at Toyne | PAYMENTS AT TIME OF CONTRACT | | | | |
|-------------|----------------------------------|------------------------------|-----------|-----------|-----------|-----------|
| | | 50% | 66% | 75% | 80% | 90% |
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| Balance Due | \$267,915 | \$251,604 | \$166,080 | \$117,973 | \$91,247 | \$37,795 |

CASCADE



A Place We Call Home

Down Payment City Half 50% vs 90%

Assume reserves at 2.50% Interest

$\$105,000 \text{ held back} \times 2.50\% = \$2,625/\text{yr (50\% down)}$

$\$2,625 / 12 \text{ months} = \$218.75/\text{mo}$

$\$218.75 \times 18 \text{ months} = \$3,937.50$

$\$3,937.50 - \$2,025.00 = \$1,912.50$

City has \$1,912.50 benefit by retaining the
\$105,000 in reserves

CASCADE



A Place We Call Home

Final Action

If the City Council is willing to approve proceeding to order the truck...

Resolution #68-22

Farm Board Action?

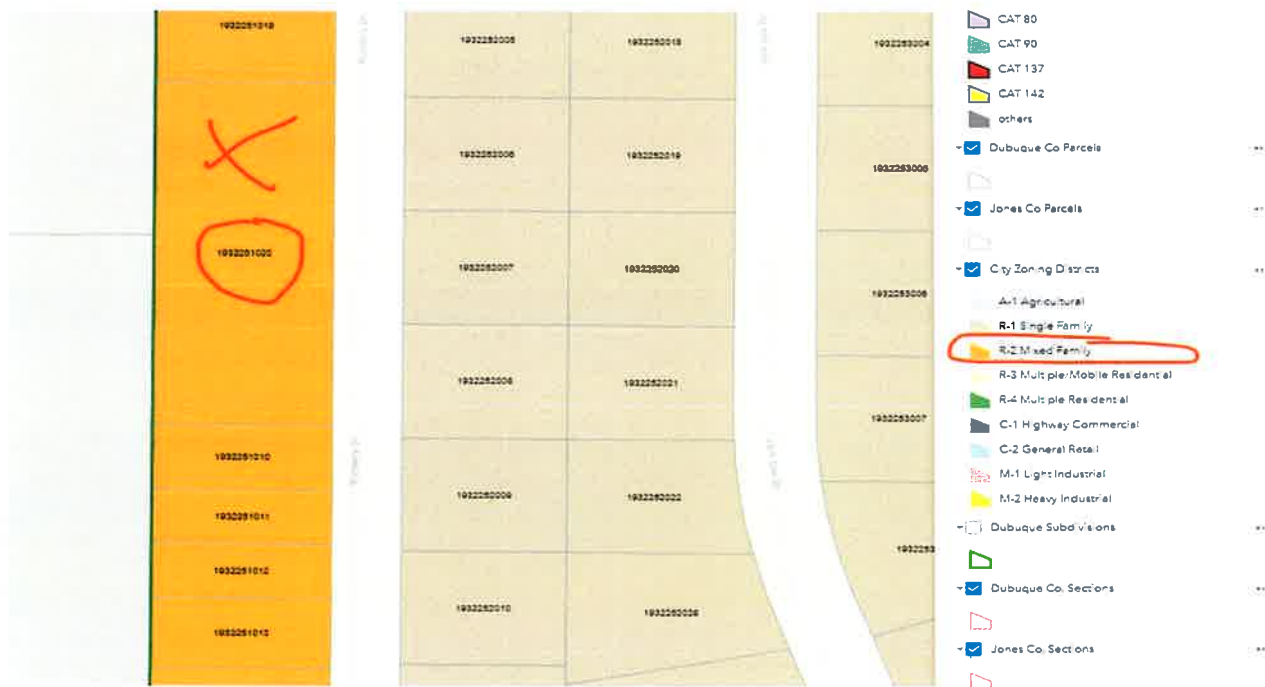
Price good until the next meeting October 10



September 26, 2022 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, Interim City Administrator
Date: September 23, 2022
Re: Sewer Lateral Y

As the City Council is aware Mike Beck and Buck Manternach are building six condo units on an R2 parcel on the west side of Mulberry Street. At the last meeting the two requested an option to use a Y shaped pipe and split off the sewer lateral to serve two condos from one connection at the sewer main. This would prevent digging up and disturbing the pavement. I asked that they televise the pipe to confirm the number of laterals which is now confirmed to be three. The current ordinances do not allow this split. The ordinance is included in the packet. If the City Council desires to allow this, I would first recommend that we create guidelines as to when it would be allowed and what we would require to prevent future issues if maintenance has to be done to the joint pipe. First, I would suggest that this only be allowed in multi-unit developments like condos, with zero setbacks that already often have joint agreements for other amenities. It would not be allowed on with regular single-family units. I would also suggest requiring that a written agreement be recorded on the sharing lots that requires joint repair to the shared part of the pipe. If the Council does not want to make this accommodation, then three more laterals will need to be installed to the main which is in the road right of way. A change in the ordinance outlining a variance will need to be adopted if allowed. I would also suggest that moving forward in the future that we do our best to predict the correct maximum number of services needed to prevent this from occurring whenever possible.



TITLE VI Physical Environment, Chapter 2-Utilities Sanitary Sewer

6-2-4 (4)

6-2-4 BUILDING SEWERS AND CONNECTIONS.

1. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent. 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 thirty (30) 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. Before a permit may be issued for excavating for plumbing in any public street, way or alley, the person applying for such permit shall have executed unto the City of Cascade and deposited with the City Clerk a corporate surety in the sum of one thousand dollars (\$1,000.00) conditioned that the applicant 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 of the City of Cascade pertaining to plumbing. This bond shall state that the person will indemnify and save harmless the City of Cascade and the owner of the premises against all damages, costs, expenses, outlay and claims of every nature and kind arising out of unskillfulness or negligence on the applicant's part in connection with plumbing or excavating for plumbing as prescribed in this Ordinance. Such bond shall remain in force and must be executed for a period of two (2) years except that on such expiration it shall remain in force as to all penalties, claims and demands that 167 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.

3. All cost and expense incident to the installation and connection 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.

4. A separate and independent building sewer shall be provided for every 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, courtyard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.



September 26, 2022 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, Interim City Administrator
Date: September 23, 2022
Re: Water Service Materials

Currently City Code requires all water services to be made of Type K Copper. However, we do allow mains to be made of PVC plastic. Some communities allow a variation from Copper to Plastic. This change is not uncommon, but neither is copper. The request has been made to allow developer's the option to use more than copper. . If the City Council wants to make this change it would require a change in our ordinance. Some communities that allow other materials do require CTS. The industry standard that has emerged stands for copper tube sizes (CTS). Commonly available in CPVC (commonly over 2").

Peosta-No material specified

Dyersville- Materials as specified in the City of Dyersville Standard Specifications for Water Distribution System

Monticello- 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.

Maquoketa

Service Pipe. a. All service lines and appurtenances shall be constructed of any of the following materials and conform to the state plumbing code: (1) Steel - AWWA standard specifications 7A.3(1) and 7A.4(2), ASTM A 120-62T. (2) Flexible Polyethylene Plastic - commercial standards CS 255-63, National Sanitation Foundation approved and stamped as published by United States Department of Commerce minimum rating 125 psi, minimum size 3/4 inch I.D. (3) Polyvinyl-Chloride (PVC) - Commercial standards 256-63, National Sanitation Foundation approved and stamped as published by United States Department of Commerce, High Impact (type 2) for service lines. (4) Acrylonitrile-Buctaciene-Styrene - Commercial standards 254-63, National Sanitation Foundation approved and stamped. (5) Copper-ASTM specifications B-88 for type K seamless annealed

The Cascade ordinance is included.

TITLE VI Physical Environment, Chapter 3-Utilities Water

6-3-28

SPECIFICATIONS FOR WATER SERVICE LINES

6-3-28 WATER SERVICE TAPS. Corporation stops shall be located at the ten o'clock or two o'clock position on the circumference of the pipe unless this would result in any part of the service line attached to the corporation to have less than five feet of cover. Where five feet of cover is not available, the location of the corporation may be rotated downward, but no lower than the mid-point of the main to be tapped. Water Department personnel shall make all taps on all department water mains.

6-3-29 OPERATION OF VALVES AND HYDRANTS. The operation of all valves and hydrants shall be under the control of the Water Department at all times. The contractor shall notify the Department when the contractor is ready for a valve or hydrant to be operated and this work shall be performed by employees of the Department.

6-3-30 WATER USED. All water required for flushing, testing or sterilization of service lines will be furnished by the Water Department at no cost to the contractor. The contractor will be allowed to use City water at regular meter rates for all other purposes, but before any water is used, the contractor shall notify the Water Department office. A suitable meter will be provided by the Department upon payment of the standard charge. No water shall be used other than that water required for the items listed above without a meter. Opening and closing of the fire hydrants shall be performed only by an authorized employee of the Water Department.

6-3-31 CORPORATION STOP. Corporation stop shall be a Mueller H-15000 or A.Y. McDonald 4701 with a flared copper outlet. The corporation stops shall be limited to $\frac{3}{4}$ -inch. 189

6-3-32 SERVICE LINES TAPPING SADDLE CLAMPS. Tapping saddles shall be SMITH-BLAIR Model 317 and of the pipe size of the water main, minimum 4-inch. Saddle size shall be the same as the water main.

6-3-33 WATER SERVICE PIPE. Service pipe shall be Type K copper. The diameter shall be $\frac{3}{4}$ -inch.



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: September 23, 2022

Re: Youth Ball Fields

The Youth Board invited Council Member Rausch to attend a meeting last week. The discussion was about the future of ballfields, possible sites and the economic impact of such facilities. The Board has requested a chance to speak with the City Council again about their ideas.



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

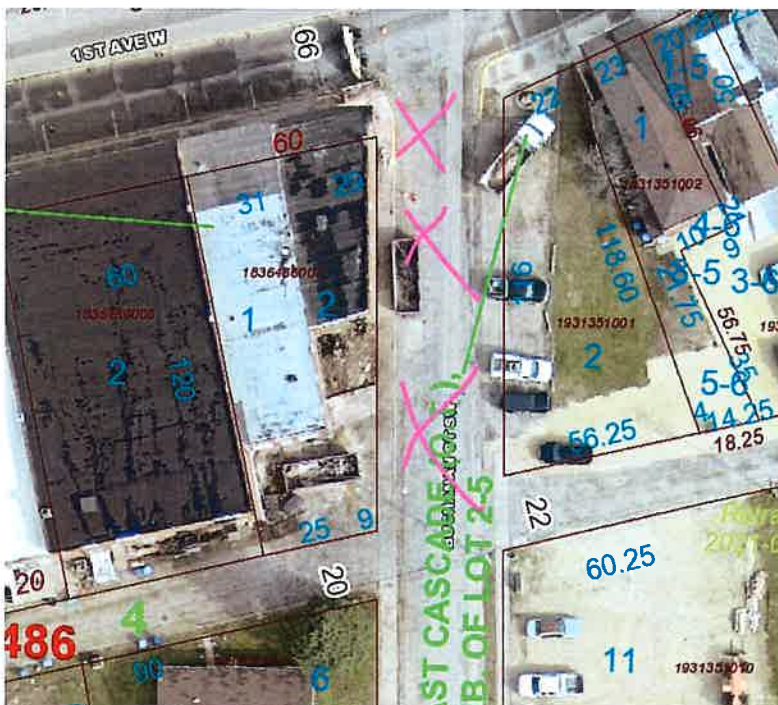
Date: September 23, 2022

Re: Road Closure and Event Fencing

The Corner Taproom has applied for a road closure permit. Since the event is new it is coming before the City Council. The event would be on Saturday, October 22 from 11am to 11pm for a tailgate party. The closure would be on Buchanan from 1st Ave to the alley.

Now that we have the event fencing, I would like to suggest that all liquor events that are in the City Right of Way be required to use the new fencing for safety and consistency. I would also suggest that the establishment pay a small fee for rental so as to not be providing public property for private gain and will assist in any repair or replacement pieces in the future. If an event is sponsored by the four organizations that purchased the fencing then there would be no charge. There would also be no charge for events on private property.

If the City Council is agreeable to the two items, it would be one motion to approve the event and one to require the fencing with a recommended fee of \$4 per section. We would also need to decide if we would do the transporting to the area.





City of Cascade

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

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

Date of Application: 09/22/22

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

Applicant Information:

Applicant Name/Group Name: The Corner Taproom

Main Contact Person: Zach Nothdorf

Address: 201 1st Ave W Telephone No.: 5632582112

City: Cascade State: IA Zip Code: 52033

Email Address: zach@textilebrews.com

Contacts During Event

Name: Zach Nothdorf Telephone No: 563-258-2112

Name: Samie Simon Telephone No: 563-581-0823

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

Street: Buchanan St From: 1st Ave To: Alley

Street: _____ From: 1st Ave To: Alley

Purpose of Closure: Tailgate Event

What is the date of the event: 10/22/22 Start Time: 11am End Time: 11pm

Times to Set up: 10am Clean up: 11pm

Rain Date/Time: n/a

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

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

- Sound System
- Electric Equipment
- Platform/Stage
- Table & chairs
- Cooking Apparatuses
- Tents (Dimensions possible)
- Other _____

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

If Yes please explain the request for the Police Department: _____

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

Applicant Signature: Zach Nothdorf

Date: 09/22/22

BELOW FOR OFFICE USE ONLY

Signature of Director of Public Works Date

Signature of Police Chief Date

Signature of City Administrator Date

Copy to Applicant on _____



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: September 23, 2022

Re: Development Agreement Public Hearings and Resolutions

As you know we have been discussing an Urban Renewal Plan and Area Amendment for the past few months. At the last meeting the Plan Amendment and physical area of the TIF was approved. The last step is to advertise for and hold public hearings for the five business incentive proposals. The hearing notices were all in the September 21, 2022 edition of the Pioneer. Our TIF Attorney crew at Dorsey and Whitney have prepared five Resolutions for Council consideration following the public hearings.

Five Business Incentives:

Cascade Lumber (Warehouse) \$20,000, \$4,000 in five payments

Eastern Iowa Excavating and Concrete (Office and Warehouse) \$60,000, 10 years

Three B (Remodel 1st Ave West Building with Commercial and Apartments) \$70,000, 10 years at \$5,000 each and \$20,000 Façade Grant

R&D Vaske (Meat Locker) \$40,000, 60% of taxes for 10 years

Iowa Main Street Investments (Old Brewery into Commercial and Apartments) \$70,000, 10 years at \$7,000 each

If the Council is agreeable to the terms as outlined, the necessary action is to adopt the five Resolutions #62-22, #63-22, #64-22, #65-22 and #66-22. The development agreements are also attached. The wording in the Resolution does allow staff to make minor changes prior to signing, as long as it does not change the intent of the City Council.

RESOLUTION #62-22

Resolution Approving Development Agreement with Iowa Main Street Investments, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Cascade, Iowa (the “City”), 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 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Iowa Main Street Investments, LLC (the “Developer”) has been prepared, pursuant to which the Developer would undertake the rehabilitation and renovation of a former brewery in the Urban Renewal Area into a multiuse building, including commercial retail space and multiresidential units (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$70,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2022, and has otherwise complied with the statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and new housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Dubuque County to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

•••••

On motion and vote the meeting adjourned.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Cascade, Iowa (the “City”) and Iowa Main Street Investments, LLC (the “Developer”) as of the 27th day of September, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer has proposed to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has proposed to undertake the renovation and redevelopment of an existing building (the “Project”) on the Property into a multiuse building including commercial retail space and multiresidential units; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in paying the costs of constructing and maintaining the Project; and

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority (“IEDA”) for a Downtown Housing Grant (the “Housing Grant”) for the Project; and

WHEREAS, the Downtown Housing Grant application (the “Grant Application”) was approved for the Project by IEDA and accepted by the City upon the terms and conditions set out by the City and IEDA in the contract and accompanying contract documents (the “Housing Grant Contract”) attached hereto as Exhibit B; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Property Acquisition; Project Construction and Maintenance. The Developer agrees to acquire the Property by no later than December 1, 2022. The Developer agrees to notify the City when the real estate transaction with respect to such acquisition of the Property has been completed.

The Developer agrees to undertake the Project on the Property in accordance with the Housing Grant Contract and this Agreement. The Developer agrees that the Project will minimally include the improvements set forth in the Housing Grant Contract and the Grant Application including ten (10) apartments and 3,000 square feet of commercial space (the “Commercial Space”).

Furthermore, the Developer agrees to invest not less than \$1,300,000 into capital improvements for the Project, including construction work and other furnishings, as identified in the Housing Grant Contract. The Developer agrees to submit a building permit with a plan (the “Site Plan”) for the development of the Project for approval by the City. Upon approval by the City, the Site Plan shall be attached hereto as Exhibit C. The Developer agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2023.

The Developer agrees to ensure that the Commercial Space is used in the business operations of the Developer (the “Business Operations Requirement”) throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developer’s business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

The Developer further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. The Company agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of, the Project resulting from fire or other casualty

2. Business Operations Certifications. The Developer agrees to submit documentation to the satisfaction of the City by no later than each October 15th during the Term, as hereinafter defined, commencing October 15, 2024, demonstrating that the Business Operations Requirement is being met by the Developer.

3. Housing Grant. The Developer agrees to comply with the terms of the Housing Grant Contract throughout the Term of this Agreement. The Developer agrees that the proceeds of the Housing Grant will be disbursed in accordance with the Housing Grant Contract.

During the development and construction of the Project, the Developer agrees to submit two grant disbursement requests (each, a “Grant Disbursement Request”) to the City for the payment of eligible costs (the “Project Costs”) of the Project. The grant disbursement requests shall be made in accordance with the timing requirements of the Housing Grant Contract.

Each Grant Disbursement Request submitted under this Section A.3 will be accompanied by invoices, and such other documentation as is reasonably requested by the City and required by the Housing Grant Program, confirming that the Project Costs detailed in such Grant Disbursement Request were in fact incurred in the completion of the Project and that such Project Costs are eligible for reimbursement under the Housing Grant Program.

4. **Property Taxes.** The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

5. **Default Provisions.**

A. **Events of Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Developer to acquire the Property.
- (ii) Failure by the Developer to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to comply with the Business Operations Requirement.
- (iv) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- (v) Failure by the Developer to comply with Sections A.2 and A.3 of this Agreement.
- (vi) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.2 below.

7. **Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Housing Grant.** The City agrees to advance the proceeds of the Housing Grant in accordance with the Housing Grant Contract.

2. **Payments.** In recognition of the Developer's obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Developer during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made to the Developer hereunder shall not exceed seventy thousand dollars (\$70,000) (the "Maximum Payment Total"). Further, the aggregate, total amount of Payments to be made in any fiscal year shall not exceed \$7,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Dubuque County; and (4) deducting any property tax credits which shall be available with respect to the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2025 and continuing to, and including, June 1, 2035, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than \$7,000.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2035.

4. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2025 and on June 1, 2026, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2024). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Dubuque County Treasurer attributable to the taxable incremental valuation of the Urban Renewal Area in the six (6) months immediately preceding such Payment due date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2035 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

IOWA MAIN STREET INVESTMENTS,
LLC

By: _____
Brian Bock

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1836490008.

EXHIBIT B

HOUSING GRANT CONTRACT

EXHIBIT C

SITE PLAN

RESOLUTION #63-22

Resolution Approving Development Agreement with R & D Vaske, LLC,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Cascade, Iowa (the “City”), 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 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and R & D Vaske, LLC (the “Company”) has been prepared, pursuant to which the Company would undertake the construction of a new meat locker in the Urban Renewal Area for use in the Company’s meat processing business operations (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$40,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2022, and has otherwise complied with the statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "R & D Vaske, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932152009.

Section 5. The City hereby pledges to the payment of the Agreement the R & D Vaske, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the R & D Vaske, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Dubuque County to evidence the continuing pledging of the R & D Vaske, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

•••••

On motion and vote the meeting adjourned.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Cascade, Iowa (the “City”) and R&D Vaske, LLC (the “Company”) as of the 27th day of September, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a new meat locker (the “Project”) for use in the Company’s business operations on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2022 (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Property Acquisition; Project Construction and Operation. The Company agrees to acquire the Property by no later than December 1, 2022. The Company agrees to notify the City when the real estate transaction with respect to such acquisition of the Property has been completed.

The Company agrees to undertake the Project on the Property. Furthermore, the Company agrees to invest not less than \$800,000 into capital improvements for the Project, including construction work and other furnishings. The Company agrees to submit a building permit with a plan (the “Site Plan”) for the development of the Project for approval by the City. Upon approval by the City, the Site Plan shall be attached hereto as Exhibit B. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2023.

The Company agrees to ensure that the completed Project is used in the business operations of the Company throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Business Operations Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15th during the Term, commencing October 15, 2024, demonstrating that the Business Operations Requirement is being met by the Company.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing on October 15, 2024, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by sixty percent (60%) (the “Annual Percentage”). The Company will submit the Company’s Estimate by completing and submitting the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Dubuque County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Sewer Discharge Provision. The Company shall comply with Cascade City Code Title VI, Chapter 2 Sanitary Sewers and shall not discharge any wastewater to the City’s sanitary sewer collection system other than typical domestic wastewater from the facility’s restroom(s) & kitchen area. Company shall not discharge any process wastewater, wash-down water, blood, grease, fats, oils or any other hazardous materials to the City’s sanitary sewer collection system

without a pretreatment agreement. Company shall not discharge roof downspouts, floor drains, trench drains or other drains to the City's sanitary sewer collection system.

6. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to acquire the Property.
- (ii) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to comply with the Business Operations Requirement.
- (iv) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (v) Failure by the Company to comply with the sewer discharge provisions of this Agreement.
- (vi) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (vii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twelve (12) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed forty thousand dollars (\$40,000) (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

It is assumed that the new valuation from the Project went on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2025 and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2031.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2025 and on June 1, 2026, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2024). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the

City from the Dubuque County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

R&D VASKE, LLC

By: _____
Randy J. Vaske, President

By: _____
Deborah Ann Vaske, Vice-President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932152009.

EXHIBIT B

SITE PLAN

EXHIBIT C

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x .60 (60%) = Company's Estimate (\$_____).

RESOLUTION #64-22

Resolution Approving Development Agreement with Eastern Iowa Excavating and Concrete, L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Cascade, Iowa (the “City”), 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 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Eastern Iowa Excavating and Concrete, L.C. (the “Company”) has been prepared, pursuant to which the Company would undertake the construction of an addition to an existing facility in the Urban Renewal Area for use by the Company as office and shop space (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$60,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2022, and has otherwise complied with the statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Eastern Iowa Excavating and Concrete, L.C. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932151012.

Section 5. The City hereby pledges to the payment of the Agreement the Eastern Iowa Excavating and Concrete, L.C. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Eastern Iowa Excavating and Concrete, L.C. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Dubuque County to evidence the continuing pledging of the Eastern Iowa Excavating and Concrete, L.C. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

•••••

On motion and vote the meeting adjourned.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Cascade, Iowa (the “City”) and Eastern Iowa Excavating and Concrete, L.C. (the “Company”) as of the 27th day of September, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has undertaken the construction of an addition to an existing building (the “Project”) on the Property for use as office and shop space; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2021 (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company will construct the Project on the Property.

The Company agrees to ensure that the completed Project is used in the business operations of the Company throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Business Operations Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15th during the Term,

commencing October 15, 2022, demonstrating that the Business Operations Requirement is being met by the Company.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing on October 15, 2022, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. The Company will submit the Company’s Estimate by completing and submitting the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Dubuque County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to comply with the Business Operations Requirement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with Sections A.2 and A.4 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed sixty thousand dollars (\$60,000) (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

It is assumed that the new valuation from the Project went on the property tax rolls as of January 1, 2022. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2023 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2033.

3. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2023 and on June 1, 2024, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2022). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Dubuque County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2033 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

EASTERN IOWA EXCAVATING AND
CONCRETE, L.C.

By: _____
Chad Demmer

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932151012.

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Taxable Valuation of Property as of January 1, 20____:
\$ _____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$ _____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ _____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ _____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ _____ x \$ _____ /1000 = \$ _____ (the "Company's Estimate")

RESOLUTION #65-22

Resolution Approving Development Agreement with Cascade Lumber Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Cascade, Iowa (the “City”), 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 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Cascade Lumber Company (the “Company”) has been prepared, pursuant to which the Company would undertake the construction of a new distribution warehouse for use in the Company’s lumber retail business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$20,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2022, and has otherwise complied with the statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Dubuque County, Iowa to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

•••••

On motion and vote the meeting adjourned.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Cascade, Iowa (the “City”) and Cascade Lumber Company (the “Company”) as of the 27th day of September, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has undertaken the construction of a new distribution warehouse (the “Project”) for use in its lumber retail business operations on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance to the Company in the form of business incentive payments to be used by the Company in paying the costs of constructing and maintaining the Project on the Property; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development and blight alleviation projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction, Use and Maintenance. The Company has constructed the Project on the Property.

The Company agrees to use the completed Project as part of its business operations on the Property throughout the Term, as hereinafter defined, of this Agreement (the “Business Operations Requirement”).

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Business Operations Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15th during the Term, as hereinafter defined, commencing October 15, 2022, demonstrating that the Business Operations Requirement is being met by the Company.

3. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. **Default Provisions.**

A. **Events of Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to comply with the Business Operations Requirement.
- (ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Company to comply with the certification requirements set forth in Sections A.2 and A.3 of this Agreement.
- (iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Business Incentive Payments provided for under Section B.1 below.

B. City's Obligations

1. Business Incentive Payments and Annual Appropriation. In recognition of the Company's obligations set out above, the City agrees to make five (5) economic development payments (the "Business Incentive Payments" and, individually each, a "Business Incentive Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however, that the total, aggregate amount of the Business Incentive Payments made under this Agreement during the Term shall not exceed Twenty Thousand Dollars (\$20,000). The Business Incentive Payments will be made on such dates and shall not exceed such amounts, as follows:

| Payment Date | Amount |
|--------------------|---------|
| September 27, 2022 | \$4,000 |
| December 15, 2022 | \$4,000 |
| December 15, 2023 | \$4,000 |
| December 15, 2024 | \$4,000 |
| December 15, 2025 | \$4,000 |

The initial Business Incentive Payment coming due on September 15, 2022 shall be funded with cash on hand of the City. Assuming the Company is in full compliance with the requirements set forth in Section A above, the Business Incentive Payment coming due on December 15, 2022 shall be funded with cash on hand of the City.

The Business Incentive Payments coming due on December 15, 2023 through December 15, 2025 (the "Annual Appropriation Business Incentive Payments") under this Agreement shall be subject to annual appropriation by the City Council.

The Annual Appropriation Business Incentive Payments shall not constitute general obligations of the City, but shall be made solely and only from unencumbered Incremental Property Tax Revenues, as hereinafter defined, received by the City from the Dubuque County Treasurer attributable to incremental taxable valuation of the Urban Renewal Area.

For purposes of this Section, Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Dubuque County; and (4) deducting any property tax credits which shall be available with respect to the property in the Urban Renewal Area.

Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Annual Appropriation Business Incentive Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues (as defined this Section B.1) to be collected in the following fiscal year equal to or less than \$4,000.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Annual Appropriation Business Incentive Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Annual Appropriation Business Incentive Payment, to seek damages relative thereto or to compel the funding of such Annual Appropriation Business Incentive Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Annual Appropriation Business Incentive Payment shall not render this Agreement null and void, provided however that no Annual Appropriation Business Incentive Payment shall be made under this Agreement after December 15, 2025.

2. Annual Appropriation Business Incentive Payment Amounts. Each Annual Appropriation Business Incentive Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Business Incentive Payment due on December 15, 2023, the amount of such Business Incentive Payment would be determined by the Appropriated Amount determined for certification by December 1, 2022), provided, however, that no Business Incentive Payment shall exceed the amount of unencumbered Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the property situated in the Urban Renewal Area.

3. Certification of Payment Obligations. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.1 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Business Incentive Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the date on which the last Business Incentive Payment is made by the City to the Company under Section B.1 above

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

CASCADE LUMBER COMPANY

By: _____
Timothy M. Noonan, President

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa bearing Dubuque County Property Tax Parcel Identification Number 1931251009.

RESOLUTION #66-22

Resolution Approving Development Agreement with Three B Properties, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Cascade, Iowa (the “City”), 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 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Three B Properties, LLC (the “Developer”) has been prepared, pursuant to which the Developer would undertake the renovation and redevelopment of an existing building in the Urban Renewal Area into a multiuse building including commercial retail space and multiresidential units (the “Project”); and

WHEREAS, under the Agreement, the City would provide (i) annual appropriation tax increment payments (the “Payments”) to the Developer in a total amount not exceeding \$50,000; and (ii) an economic development grant (the “Grant”) in an amount not to exceed \$20,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 26, 2022, and has otherwise complied with the statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income and new housing opportunities, which are warranted in comparison to the amount of the proposed Grant and the Payments.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Dubuque County to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

•••••

On motion and vote the meeting adjourned.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Cascade, Iowa (the “City”) and Three B Properties, LLC (the “Developer”) as of the 27th day of September, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has proposed to undertake the renovation and redevelopment (the “Project”) of an existing building (the “Existing Building”) on the Property into a multiuse building including commercial retail space and multiresidential units; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in paying the costs of constructing and maintaining the Project and an economic development grant (the “Façade Grant”) for constructing façade improvements (the “Façade Improvements”) to the Existing Building in connection with the Project; and

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority (“IEDA”) for a Community Catalyst Building Remediation Fund (the “Catalyst Grant”) for the Project; and

WHEREAS, the Catalyst Grant application (the “Grant Application”) was approved for the Project by IEDA and accepted by the City upon the terms and conditions set out by the City and IEDA in the contract and accompanying contract documents (the “Catalyst Grant Contract”) attached hereto as Exhibit B; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project Construction and Maintenance. The Developer agrees to undertake the Project on the Property in accordance with the Catalyst Grant Contract and this Agreement. The Developer agrees that the Project will minimally include the improvements set forth in the Catalyst Grant Contract and the Grant Application multiresidential units and commercial space (the “Commercial Space”). To the extent that the Project will include improvement not covered by the Catalyst Grant Contract and Grant Application, the Developer acknowledges that approval will be required by the IEDA prior to the construction of such improvements.

Furthermore, the Developer agrees to invest not less than \$115,000 of their own funds into capital improvements for the Project, including construction work and other furnishings, as identified in the Catalyst Grant Contract. The Developer agrees to submit a building permit with a plan (the “Site Plan”) for the development of the Project for approval by the City. Upon approval by the City, the Site Plan shall be attached hereto as Exhibit C. The Developer agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2023.

The Developer agrees to ensure that the Commercial Space is used in the business operations of the Developer (the “Business Operations Requirement”) throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developer’s business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

The Developer further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

Further, the Company agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. The Company agrees to notify the City promptly in the case of damage exceeding \$50,000 in amount to, or destruction of, the Project resulting from fire or other casualty.

2. Business Operations Certifications. The Developer agrees to submit documentation to the satisfaction of the City by no later than each October 15th during the Term, as hereinafter defined, commencing October 15, 2024, demonstrating that the Business Operations Requirement is being met by the Developer.

3. Catalyst Grant. The Developer agrees to comply with the terms of the Catalyst Grant Contract throughout the Term of this Agreement. The Developer agrees that the proceeds of the Catalyst Grant will be disbursed in accordance with the Catalyst Grant Contract.

During the development and construction of the Project, the Developer agrees to submit two grant disbursement requests (each, a “Catalyst Grant Disbursement Request”) to the City for the payment of eligible costs (the “Project Costs”) of the Project. Each Catalyst Grant Disbursement Request shall be made in the form required by the Catalyst Grant Contract and in accordance with the timing requirements of the Catalyst Grant Contract.

Each Catalyst Grant Disbursement Request submitted under this Section A.3 will be accompanied by invoices, canceled checks and such other documentation as is reasonably requested by the City and required by the Catalyst Grant Program, confirming that the Project Costs detailed in such Catalyst Grant Disbursement Request were in fact incurred in the

completion of the Project and that such Project Costs are eligible for reimbursement under the Catalyst Grant Program.

4. Property Taxes. The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

5. Grant Disbursement Request. At such time that the Developer has incurred costs equal to at least \$20,000 for the Façade Improvements, the Developer agrees to submit a grant disbursement request (the “Grant Disbursement Request”) to the City to request disbursement of the proceeds of the Façade Grant. The Grant Disbursement Request shall be accompanied by documentation (the “Costs Documentation”) detailing the costs (the “Facade Costs”) incurred in completion of the Façade Improvements, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Facade Costs detailed in the Costs Documentation were in fact incurred in the construction of the Façade Improvements and that such Facade Costs are of an amount reasonably to have been expected with respect to the Face Improvements. The Grant Disbursement Request submitted under this Section A.5 shall be in the form attached hereto as Exhibit D.

6. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Developer to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to comply with the Business Operations Requirement.
- (iii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Developer to comply with Sections A.2, A.3 and A.5 of this Agreement.
- (v) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

- (ii) Withhold the Payments provided for under Section B.2 below.

7. **Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. **Catalyst Grant; Façade Grant.** The City agrees to advance the proceeds of the Catalyst Grant in accordance with the Catalyst Grant Contract.

Within thirty (30) days of receipt by the City from the Developer of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Façade Grant to the Developer in an amount equal to \$20,000.

2. **Payments.** In recognition of the Developer’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Developer during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made to the Developer hereunder shall not exceed fifty thousand dollars (\$50,000) (the “Maximum Payment Total”). Further, the aggregate, total amount of Payments to be made in any fiscal year shall not exceed \$5,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Dubuque County; and (4) deducting any property tax credits which shall be available with respect to the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2025 and continuing to, and including, June 1, 2035, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than \$5,000.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2035.

4. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2025 and on June 1, 2026, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2024). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Dubuque County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer’s rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2035 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Lisa A. Kotter City Administrator and
Interim City Clerk

THREE B PROPERTIES, LLC

By: _____
Robert M. Knepper

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1836486004.

EXHIBIT B

CATALYST GRANT CONTRACT

EXHIBIT C

SITE PLAN

EXHIBIT D
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Grant Amount Requested \$ _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Façade Improvements.

THREE B PROPERTIES, LLC

By: _____

Title: _____

Reviewed and accepted by the City of Cascade, Iowa this _____ day of _____, 20__.

By: _____

City Administrator



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: September 23, 2022

Re: Internal Advances Urban Renewal Projects

As a part of the Urban Renewal projects the City Council is considering, two of the projects are proposed to have funding coming from General Fund sources. The first is a \$20,000 Façade Grant for Three B. This program is normally funded with General Fund dollars. However, the Council has approved this project to be an Urban Renewal Project. Therefore, we have the ability to state that while the General Fund is advancing the TIF Fund the money, we want to pay back the General Fund with TIF revenues eventually. This requires a Resolution stating that intent.

Second, is the situation where the City Council had previously approved the funds for Cascade Lumber under the Business Incentive program in 2021. Although that was approved, we asked the company to hold off on the payment until the Urban Renewal approval process was complete for the first payment. That payment was originally intended to be in June. To accommodate the delay, and to more mirror the original intent of the Business Incentive Plan, the proposal is to pay the first two payments of \$4,000 each out of General Fund dollars this fiscal year. Again, since this project is now in the Urban Renewal Plan we can pay the General Fund back at a future date by approving a Resolution stating that intent.

Dorsey and Whitney attorneys have prepared the Resolution #69-22 for Council consideration.

RESOLUTION NO #69-22

Resolution Authorizing Internal Advances for Funding of Urban Renewal Projects

WHEREAS, the City of Cascade, Iowa (the “City”), has previously established the Cascade Urban Renewal Area (the “Urban Renewal Area”) and has established the Cascade Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized and undertaken certain urban renewal projects in the Urban Renewal Area consisting of (i) providing an economic development grant (the “Cascade Lumber Grant”) to Cascade Lumber Company in connection with the construction of a new distribution warehouse (the “Cascade Lumber Project”) in the Urban Renewal Area; and (ii) providing an economic development grant (the “Three B Grant”) to Three B Properties, LLC in connection with the renovation and redevelopment of an existing building (the “Three B Project”) in the Urban Renewal Area into a multiuse building containing commercial and multiresidential units, including the construction of façade improvements; and

WHEREAS, in order to make the City’s costs of funding the Cascade Lumber Grant eligible to be paid from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds in the amount of \$8,000; and

WHEREAS, in order to make the City’s costs of funding the Three B Grant eligible to be paid from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds in the amount of \$20,000; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider may or all of a series of factors; and

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

a) The Cascade Lumber Project and the Three B Project will add diversity and generate new opportunities for the Cascade and Iowa economies; and

b) The Cascade Lumber Project and the Three B Project will generate public gains and benefits, particularly in the potential retention and creation of jobs and income and the creation of new housing opportunities, which are warranted in comparison to the amount of the proposed Cascade Lumber Grant and Three B Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by making the Cascade Lumber Grant in connection with the Cascade Lumber Project, and the Cascade Lumber Grant is hereby approved.

Further, the City Council further finds that a public purpose will reasonably be accomplished by making the Three B Grant in connection with the Three B Project, and the Three B Grant is hereby approved.

Section 3. It is hereby directed that Eight Thousand Dollars (\$8,000) (the "Cascade Lumber Advance") be advanced from the General Fund (the "Source Fund") in order to fund the Cascade Lumber Grant. The Cascade Lumber Advance shall be repaid to the Source Fund, without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Cascade Lumber Advance shall be repaid to the Source Fund in one or more annual installments by June 1, 2028, provided, however, that repayment of the Cascade Lumber Advance is subject to the determination of the City Council that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Cascade Lumber Advance, and the City Council reserves the right to appropriate funds to the repayment of the Cascade Lumber Advance, or to withhold such appropriation at its discretion.

Section 4. It is hereby directed that Twenty Thousand Dollars (\$20,000) (the "Three B Advance") be advanced from the Source Fund in order to fund the Three B Grant. The Three B Advance shall be repaid to the Source Fund, without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Three B Advance shall be repaid to the Source Fund in one or more annual installments by June 1, 2028, provided, however, that repayment of the Three B Advance is subject to the determination of the City Council that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Three B Advance, and the City Council reserves the right to appropriate funds to the repayment of the Three B Advance, or to withhold such appropriation at its discretion.

Section 5. A copy of this Resolution shall be filed in the office of the County Auditor of Dubuque County, Iowa to evidence the Cascade Lumber Advance and the Three B Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2022, the original amount of the Cascade Lumber Advance and the Three B Advance.

Section 6. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this September 26, 2022.

Steven Knepper, Mayor

Attest:

Lisa A. Kotter, City Administrator and
Interim City Clerk



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: September 23, 2022

Re: Credit Card Account

The City has credit cards through Ohnward Bank at the TCM Bank. Previous City Clerk Hartke was the only person with access to the account. Someone must be designated from the City to access the online account and have the authority to issue the credit cards to Department Heads. The draft Resolution #67-22 authorizes me to be that person.

RESOLUTION #67-22

A RESOLUTION DECLARING ONE AUTHORIZED SIGNER TO ISSUE CITY CREDIT CARDS FOR THE CITY OF CASCADE

The undersigned, Mayor, hereby certifies that he is the duly elected, qualified officer of the City of Cascade, Iowa, along with the five members of the City Council, a municipal government; and that the following resolution was duly adopted on September 26, 2022; and that the following is a true and correct copy of said resolution as they appear in the minute book of the corporation:

RESOLVED, that this municipality apply for and obtain VISA accounts.

FURTHER RESOLVED, that each account obtained be issued one VISA card embossed with the name of a designated corporate officer or employee that sales drafts, and other instruments for charges, be signed by the designated officer or employee shall be valid and binding upon this corporation.

FURTHER RESOLVED, that any of the following officers of this corporation are empowered to authorize the TCM Bank, N.A. to issue VISA cards to other designated officers and employees.

Lisa A. Kotter, City Administrator

FURTHER RESOLVED, that a certified copy of forgoing resolutions made by this corporation under its corporate seal be sent to the TCM Bank, N.A., and that TCM Bank, N.A. may rely thereon until advised to the contrary in writing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, authorizes City Administrator Lisa Kotter to be the authorized officer to authorize and issue cards to other City employees and to have the authority to conduct the City's business with TCM Bank, N.A. and VISA.

PASSED, APPROVED AND ADOPTED this 26th day of September, 2022.

Steve Knepper, Mayor

ATTEST:

Lisa A. Kotter, City Administrator and Interim City Clerk



September 26, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: September 23, 2022

Re: UTV ATV Laws

As you know we have our City Code regarding off road vehicles. At the last meeting the City Council adopted the second reading of the ordinance. The new ordinance now would coincide with the State Code changes that allows UTV-ATVs to be on State Highway 136. If adopted this will be published in the paper October 5.

ORDINANCE #03-22

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA, BY AMENDING PROVISIONS FOR UTV-ATV OPERATIONS IN THE CITY OF CASCADE, IOWA

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Cascade, Iowa, that the following two Sections are deleted under the Title III Community Protection, Chapter 3 Traffic Code, 71 Places of Operation, Sub 2 and 3 (3-3-71(1)) and (3-3-71(2)):

3-3-71 PLACES OF OPERATION. The operators of ATVs and UTVs shall comply with the following restrictions as to where ATVs and UTVs may be operated within the City:

1. Streets. ATVs and UTVs may be operated on all City streets unless prohibited by this Section. ATVs and UTVs may stop at service stations or convenience stores along any permitted street.
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~~2. Prohibited Streets. ATVs and UTVs shall not be operated upon any City street which is a primary road extension through the City. However, an ATV/UTV may cross such a primary road extension. Primary road extensions shall include all of Highway 136.~~

~~3. Exceptions to Prohibited Streets. The City of Cascade, a political subdivision can legally operate an ATV/UTV on prohibited streets for the purpose of construction or maintenance per State Code 321.234A.~~

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

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

PASSED, ADOPTED AND APPROVED this 12th day of September, 2022.

Steve Knepper, Mayor

ATTEST:

Lisa A. Kotter, Interim City Clerk

1st Reading: 8-22-22

2nd Reading: 9-12-22 _____

3rd Reading: _____



September 26, 2022 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: September 23, 2022
Re: Zoning Code Change-Gyms

I have previously issued a building permit to reconstruct a building at the site of the old bowling alley. At the time the permit was issued only a garage stall for a semi-trailer tractor was planned. After I learned that a gym/fitness business was planned, I reviewed our zoning code to find that none of our commercial and industrial districts allow fitness type businesses. I met with the owners Jake and Jackie McAllister to make a plan that the Commission and Council could permit this type of business. I advised the McAllisters to apply for a change in the zoning code for the M1 Light Industrial District. That application and fee have been submitted. When I published the ad for the hearing, I added three other districts for your consideration for the same type of business. Therefore, the consideration is whether we would add a gym/fitness center to a permitted use for C1 Highway Commercial, C2 General Retail, M1 Light Industrial and M2 Heavy Industrial. The Planning and Zoning Commission held their public hearing on September 8, 2022. There was no public comment, and the Commission is recommending adoption of the ordinance. The City Council held a public hearing on September 12, 2022. In the packet is the ordinance for second reading consideration.

ORDINANCE #05-22

AN ORDINANCE AMENDING CHAPTER 165, SCHEDULES OF DISTRICT REGULATIONS OF THE CODE OF ZONING ORDINANCES FOR THE CITY OF CASCADE, IOWA

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

SECTION I. Section Modified. That Chapter 165, Section 11, of the Code of Zoning Ordinances of the City of Cascade, Iowa, shall be amended as follows:

165.11 C-1 Highway Commercial District

B. PERMITTED PRINCIPAL USES AND STRUCTURES. The permitted principal uses and structures shall be amended as follows:

13. Fitness Center or Exercise Type Business, Parking Requirement - 1space/200 sq ft. of floor area devoted to such purpose.

165.11 C-2 General Retail District

B. PERMITTED PRINCIPAL USES AND STRUCTURES. The permitted principal uses and structures shall be amended as follows:

24. Fitness Center or Exercise Type Business, Parking Requirement, No Off Street Parking Required in This District

165.11 M-1 Light Industrial District

B. PERMITTED PRINCIPAL USES AND STRUCTURES. The permitted principal uses and structures shall be amended as follows:

16. Fitness Center or Exercise Type Business, Parking Requirement - 1space/200 sq ft. of floor area devoted to such purpose.

165.11 M-2 Heavy Industrial District

B. PERMITTED PRINCIPAL USES AND STRUCTURES. The permitted principal uses and structures shall be amended as follows:

18. Fitness Center or Exercise Type Business, Parking Requirement - 1space/200 sq ft. of floor area devoted to such purpose.

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

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

PASSED, ADOPTED AND APPROVED this 10th day of October, 2022.

Steven Knepper, Mayor

ATTEST:

Lisa A. Kotter, City Administrator, Interim City Clerk