

**CITY OF CASCADE, IOWA  
COUNCIL MEETING AGENDA & PUBLIC NOTICE  
MONDAY, JULY 25, 2022, 6:00 P.M.  
CITY HALL, 320 1<sup>ST</sup> AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, July 25, 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](http://www.cityofcascade.org) under city of Cascade tab and on Local Access Channel 18

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Speakers from the Floor** (limit 2 minutes per person).
6. **Consent Agenda** – Review and approve the following:
  1. City Council Minutes 7/11/22
  2. Utility Board 7/13/22
7. **Reconsideration of Riverview Park Gazebo Wall Height**
8. **Consideration of Ordinance #01-22 on Water and Sewer Connection and Service Fees Ordinance (First Reading)**
9. **Consideration of Ordinance #02-22 on Building Inspections and Building Codes (First Reading)**
10. **Consideration of Resolution #38-22 ECIA Building Inspection Services Contract**
11. **Discussion on Garbage Hauler Permit Ordinance and Weekly Contract Renewal or Bidding**
12. **Consideration to Approve up to \$2,000 For Event Barrier Fencing**
13. **Discussion on Fiscal Year 2022 Year End Balances and Possible Transfer for Specific Projects**
14. **Discussion on Easements and the ROWs in Industrial Area**
15. **Consideration of Resolution #39-22 Contract and Local Match for Catalyst Grant 221 1<sup>st</sup> Ave West**
16. **Consideration of Resolution #40-22 to Increase Boot Allowance for Public Works Employees**
17. **Reports – Police Chief and City Administrator**
18. **Adjournment**

July 11, 2022  
City Council Meeting Minutes

The July 11, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Hosch, Kelchen, Oliphant and Rausch answered roll call. Delaney was excused.

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

Council reviewed the items in the consent agenda including City Council Minutes 6/27/22, Library Board Minutes 6/27/22 and 7/5/22, July Claims, June Financial Reports and Fund Balances and a new Liquor License for Moski's BBQ. Motion Oliphant, second Kelchen. Motion carried.

In September 2021 the Cycling Club made a donation to the City to be put towards the paving of the Coohy Trail. At that meeting the members requested two benches be purchased in the Club's name. No action was taken at that time and that 2022 Fiscal Year has since been closed. Motion Hosch, second Oliphant to purchase a \$2,000 park bench in honor of the Cycling Club due to the request the Club members originally made. The City Council will consider a second bench in the 2024 Fiscal Year.

The Council plans to consider a contract with ECIA to perform most building inspection services. Motion Oliphant, second Hosch to direct staff to bring back contract documents with ECIA and proposed ordinance changes needed. Motion carried.

Staff was directed to bring back a new Ordinance for consideration that would change the water and sewer connections fees. The proposed connection fees are: January 1, 2023 - \$150 each for water and sewer, January 1 - 2025 \$200 each for water and sewer and January 1, 2027 - \$250 each for water and sewer.

Staff was directed to request prices on one, two and three year extension prices for the weekly garbage service contract with Republic Services. There will also be a proposed ordinance change that will provide clarification on garbage removal procedures.

Resolution No 36-22 Approving Acceptance of 2<sup>nd</sup> Ave SE Contract Work. Motion Kelchen, second Rausch, motion carried unanimously by roll call vote.

The City Council will hold a special City Council Meeting date on July 18, 2022 at 6:00 p.m. to meet with consultant Cindy Kendall on Office duties and procedures.

The upcoming Urban Renewal Plan Amendment was discussed and will include a proposal to add land and/or incentives for Cascade Lumber, Eastern Iowa Excavating and Concrete, Triple B Properties, the Public Library, Iowa Main Street Investments, and future downtown parking and walk path.

Resolution No 37-22 Approving Contributions to Community Groups. Motion Hosch, second Rausch, motion carried unanimously by roll call vote.

Motion Hosch, second Oliphant to adjourn the meeting at 7:30p.m. Motion carried.

Meeting Minutes July 13, 2022  
Cascade Municipal Utilities Board

Chairman Gross called the July 2022 regular meeting of the Cascade Municipal Board of Trustees to order on Wednesday July 13, 2022 at the special time of 12:00 PM. Present were Trustees Barb Gross, Herb Manternach, Greg VanderLugt & Utility Manager Shontele Orr.

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

The first agenda item was tabled due to no bids coming in for the truck boxes. This will be re-advertised.

The board discussed a proposal from the employees (presented by the manager) in regards to research around other like utilities and what wages various positions have based on years of service and experience. In looking at hire date through year 4 it seems on average CMU is comparable to other like utilities. Once we go over year 5 through the remainder of the scale, it appears we are lacking in wages comparable to other similar sized municipal utilities. This data was presented to the board for discussion. In addition, there was a discussion around the \$50 boot allowance and the desire for this to be increased more in line with cost of boots. Motion Manternach, 2<sup>nd</sup> VanderLugt to approve an increase in the operator pay scale from year 5-25 and to increase the annual boot allowance to \$150. Motion carried 3-0 and will be re-presented via resolution at the next board meeting.

The board discussed maintenance needed for the emergency engines along with the emission testing coming up next week.

There was a motion by Manternach, 2<sup>nd</sup> VanderLugt to approve the June 8th meeting minutes, June Financial Statements and Fund Balances, and the July bill list & claims for payment. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINIS (BUYDOWN)	1,090.09	MCDERMOTT OIL CO.	641.86
ADVANTAGE ADMINSTRATORS	43.50	MIKE GEHL LAWN SERVICE	150.00
ALLISON ESTAL	145.78	MISSION SQUARED	125.00
ALTORFER INC	41,113.00	MISSION SQUARED	125.00
B&L CONSTRUCTION	830.00	MISSION SQUARED	185.00
CASCADE COMMUNICATIONS COMPANY	102.06	MUNICIPAL SUPPLY INC	4,507.50
CASCADE LUMBER CO	128.28	NICUSA - IOWA DIVISION	927.05
CASCADE MUNICIPAL UTILITIES	1,069.39	OVERHEAD DOOR DUBUQUE	7,785.00
CASCADE MUNICIPAL UTILITIES	1,010.99	PARTS AUTHORITY	16.30
CLAYTON ENERGY CORPORATION	43,194.92	PAYROLL	8,401.58
DARA MCALLISTER	154.22	PAYROLL	8,127.69
EFTPS	2,379.75	PAYROLL	8,765.18
EFTPS	2,278.45	POSTMASTER	4,800.00
FLETCHER-REINHARDT CO	150.79	RICHARD BEHRENS	180.97
GASSER FARM & HARDWARE LLC	223.70	SCHNEIDER GEOSPATIAL	5,922.00
GORDON FLESCH COMPANY	76.69	SIMECA	93,789.60
GORDON FLESCH COMPANY	61.94	STEVE OMEARA	350.00
GROEBNER & ASSOCIATES INC	99.03	STUART C IRBY CO	223.50
HERJAC, LLC	350.00	T & R ELECTRIC	3,108.00
I.A.M.U.	599.76	TREASURER STATE OF IOWA	926.00
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	205.00	TREASURER STATE OF IOWA	5,925.94
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	206.50	TRINITY TAPE & MARKING LLC	819.05
IOWA ONE CALL	49.50	TRINITY TAPE & MARKING LLC	555.05
IOWA UTILITIES BOARD	1,066.06	TYLER TECHNOLOGIES INC	6,452.98
IPERS	3,511.99	USDI	175.00
LAUNICA	49.64	VISA	925.01
LOUETTA SMITH	495.58	WELLMARK BLUE CROSS & BLUE SHIELD	5,411.95
MADISON NATIONAL LIFE INS CO	213.30	WESCO RECEIVABLES CORP.	2,749.56
MCDERMOTT OIL CO.	224.26	WOODWARD COMMUNITY MEDIA	90.27
		<b>Total</b>	<b>273,286.21</b>
<b>ELECTRIC REVENUE</b>			<b>\$165,841.84</b>
<b>GAS REVENUE</b>			<b>\$60,018.00</b>

Under correspondence the board discussed the June plant summary and metrics. Energy efficient reports will be presented next month. Motion Manternach, 2<sup>nd</sup> VanderLugt to approve the correspondence. Motion carried 3-0.

Under manager report: A discussion was held regarding workload for the month, finalizing the last overhead project, fiscal year end, upcoming audit in October and information about reduction in load if called upon by CIPCO to generate.

Gross adjourned the meeting at 12.40 PM on a motion from Manternach, 2<sup>nd</sup> VanderLugt. Motion carried 3-0.

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Secretary, Shontele Orr

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Chairman, Barb Gross



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, Interim City Administrator**  
**Date: July 22, 2022**  
**Re: Gazebo Height**

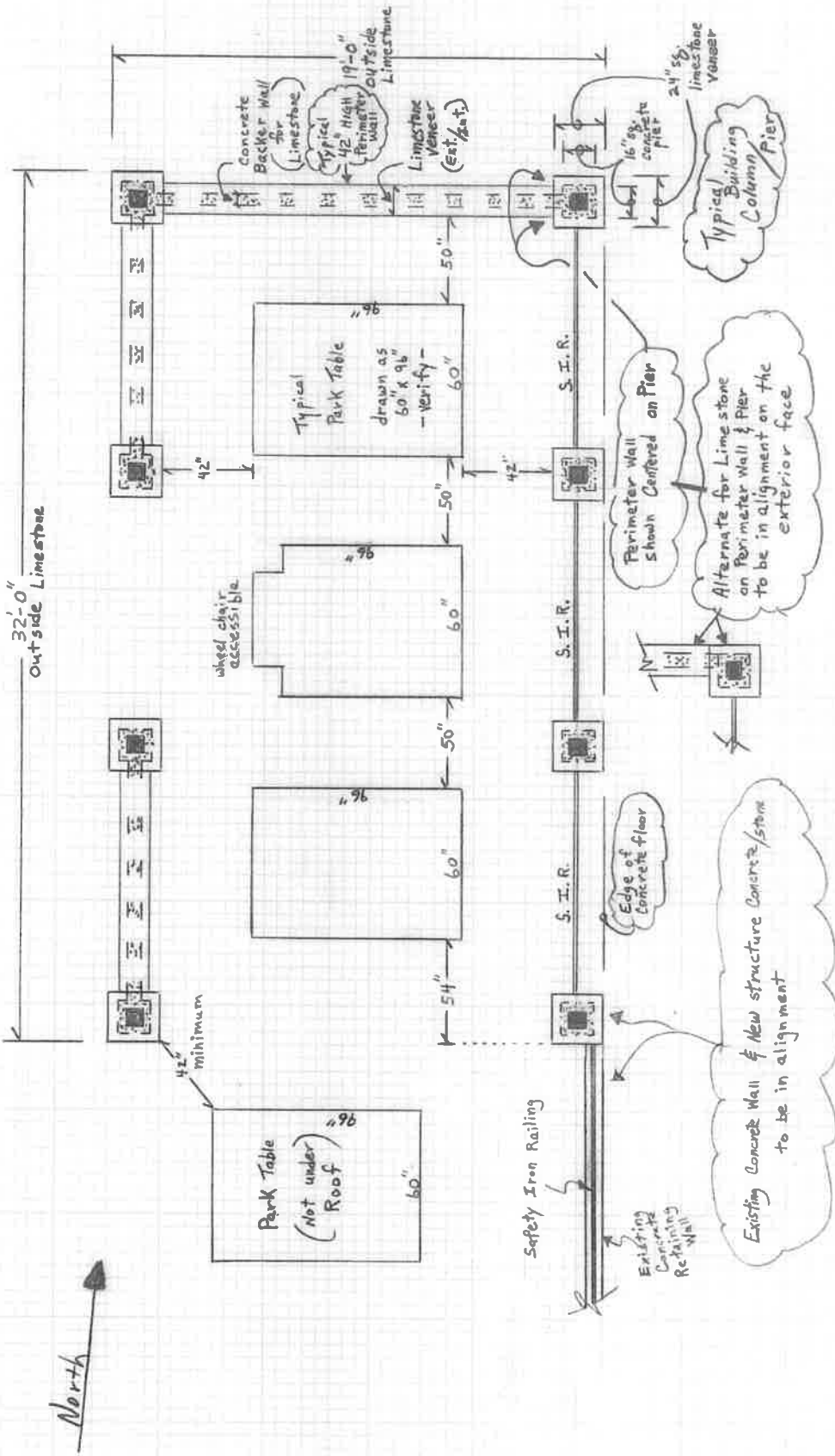
As you know the City Council approved to proceed to design the gazebo back in May. We are currently accepting bids for demo and flat work/concrete. Those bids are due August 4. As we began doing above ground design work, it was discovered that the wall heights on the plans that were approved are 42 inches. For those that were involved in planning the many months before approval, there was an assumption that the walls would be more of a bench height which is 18-20 inches. Since those involved truly don't think anyone noticed the 42-inch notation on the plans, I was asked if we could go back and consider the bench height walls. I indicated since the City Council had approved the plans as they were presented, I was only going to make the changes with Council approval.

Because of the drop height from the floor of the gazebo to the ground below the North and East side barriers (Wall or railing) must be 42 inches in height. On the West and South sides, the drop is small enough to allow for shorter sides. In addition, due to the slope on the south side we need to keep that side closed. The only opening to enter the gazebo would be on the West side. The recommendation is as follows:

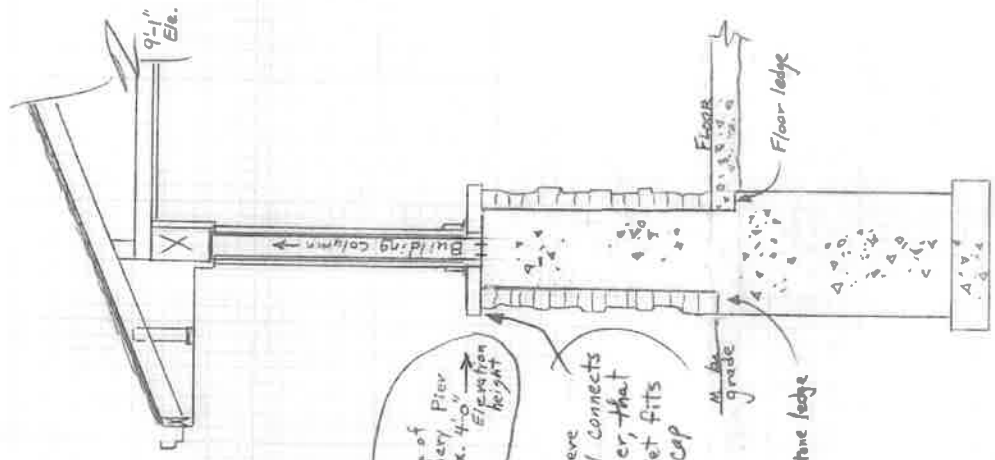
- Recommended height for a bench or seat that will be used primarily for sitting is 18-20".
- The Mayor mentioned a higher bench so if the City wants to keep the wall higher (i.e. 24-30"), that is fine. But it will be less comfortable for actual sitting (legs dangling) & will be more for adults to sit and/or to lean against.
- After further discussion with an architect, MSA recommends the following:
  - Keep all the "knee" wall sections the same height (north, south & west).
  - Keep the east wall (river), 42" railing to match the existing railing in the park.
  - Install short railing section on top of north wall to meet 42" safety height.

If the City Council would like us to continue with the plans as listed above, I would ask for a motion to continue to design as amended.

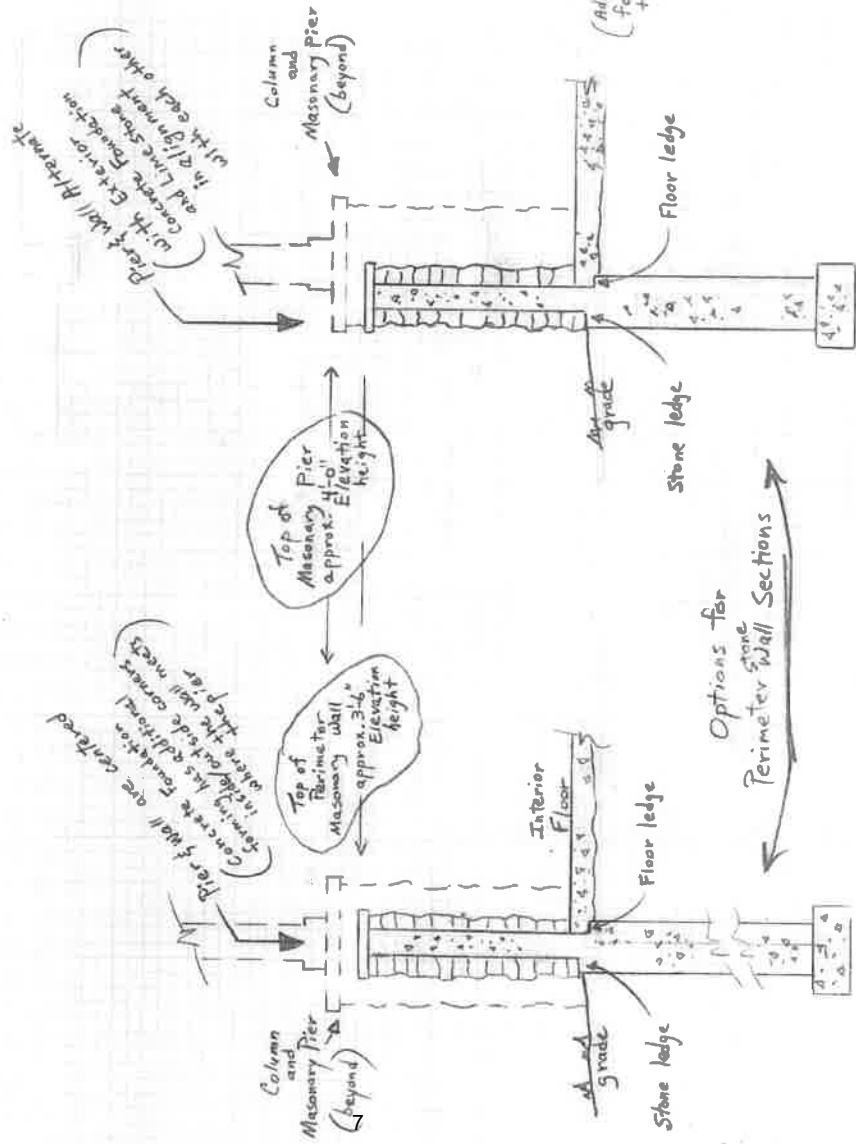
I have included the original plans so you can see what was approved in May.



(Not to scale)



Section through Piers



(NOTE - all 3 sections show Interior Limestone setting on top of Concrete Floor application requires that fill material can not have Frost Heave)

Pier's well are centered  
concrete foundation  
forming the well necks  
where the pier  
intersects the wall

Top of  
Masonry Pier  
approx. 4'-0"  
Elevation  
height

Top of  
Perimeter  
Masonry wall  
approx. 3'-6"  
Elevation  
height

Column  
and  
Masonry Pier  
(beyond)

Pier's well alternate  
with exterior  
concrete foundation  
in alignment  
with each other

Column  
and  
Masonry Pier  
(beyond)

Top of  
Masonry Pier  
approx. 4'-0"  
Elevation  
height

Top of  
Perimeter  
Masonry wall  
approx. 3'-6"  
Elevation  
height

Column  
and  
Masonry Pier  
(beyond)

(Add minimal floor slope  
for drainage through  
the walk through openings)

Options for  
Perimeter Wall Sections



## **July 25, 2022 Agenda**

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Water and Sewer Connection Fees and Water Service Fees**

The City Council decided at the last meeting to direct staff to prepare an ordinance change for the fees on water and sewer connections. In the packet is the proposed Ordinance change. It is drafted so that the fees recommended by City Council at the last approval meeting are approved in a Resolution. There is a requirement for three meetings of ordinance readings. If we have the third reading planned for August 22, 2022, I will prepare a Resolution for that meeting which would have the fees as follows. This ordinance also eliminates the duplication with having a water connection and water service fee.

**January 1, 2023 Water Connection \$150, Sewer Connection \$150**

**January 1, 2025 Water Connection \$150, Sewer Connection \$200**

**January 1, 2027 Water Connection \$150, Sewer Connection \$250**



ORDINANCE #01-22

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF  
CASCADE, IOWA, BY AMENDING

CHAPTER 6-3 UTILITIES-WATER SYSTEM SPECIFICALLY 6-3-5 PERMITS  
AND 6-3-8 CONNECTION CHARGE

AND

CHAPTER 6-2 UTILITIES-SANITARY SEWER SYSTEMS SPECIFICALLY 6-2-8  
CONNECTION CHARGE

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

Section I. Section Modified. Title VI Physical Environment, Chapter 3 Utilities –  
Water System, of the Code of Ordinances of the City of Cascade, Iowa, is repealed and the  
following adopted in lieu thereof:

6-3-5 PERMIT. Before any person makes a connection with the public water system, a  
written permit must be obtained from the City Administrator and Water Superintendent.  
The application for the permit shall be filed at the same time as the Building Permit and  
on the same form, with the Superintendent on blanks furnished by the Superintendent. The  
application shall include a legal description of the property, the name of the property  
owner, the name and address of the person who will do the work, and the general uses of  
the water. No different or additional uses will be allowed except by written permission of  
the Superintendent. The Water Superintendent shall sign and issue the permit and state the  
time of issuance, if the proposed work meets all the requirements of this chapter and if all  
fees or charges required under this chapter have been paid. Work under any permit must be  
begun within six (6) months after it is issued. The Water Superintendent may at any time  
revoke the permit for any violation of this chapter and require that the work be stopped.  
The property owner shall pay a flat fee all charges in accordance with 6-3-8 of twenty-  
five dollars (\$25.00) upon the submission of the application for the water permit for use of  
City water for a period not to exceed thirty (30) days from the date that the owner connects  
to City water services to the date that the water meter is installed. The owner shall notify  
the City Administrator not less than thirty (30) days after receipt of the permit that when  
the connection to the City water meter is ready for inspection by the Water Superintendent.  
This fee will be included on the first water bill. The water meter must be connected and  
operational prior to any water consumption from the City's water system.

6-3-8 CONNECTION CHARGE. Before any permit is issued in accordance with 6-3-5  
and connection made, a connection charge shall be paid to the City, in accordance with the  
following: 1. East Industrial Park Area. In the property described below, the connection  
charge is \$2,000.00. Provided, however, if connection is made to both the water system and  
the sewer system, the \$2,000.00 connection charge shall cover both connections. Said  
connection charge shall apply not only to connections made in the property specifically  
described below but to all connections to the water mains or any extension to the mains.  
The City may determine what connections will be made under this section and connections  
may be denied, or an additional connection fee negotiated, if a determination is made by the  
City that the requested hookup will place an unreasonable burden on the water and/or sewer  
mains. The East Industrial Park Area is described as follows: Part of Lot 1 of Lot 1 of Lot 1

of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa. 2. Johnson Street NW. In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below, but to all connections to the water mains or any extensions to the water mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows: Lot 1 of Breitbach Addition, and Lot 2 of Breitbach Addition that portion West 184 of the North Fork Maquoketa River. 4. Other Areas. The connection charge in all other areas is \$250.00. This fee applies to each and every sixty foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot. **A connection fee will be charged for each time a new connection is made to the water system regardless of whether the connection is made to a stubbed out water lateral or water main. The connection fee will be established by Resolution of the City Council.**

Section II. Section Modified. Title VI Physical Environment, Chapter 2 Utilities – Sanitary Sewer System, of the Code of Ordinances of the City of Cascade, Iowa, is repealed and the following adopted in lieu thereof:

6-2-8 Connection Charge. Before any permit is issued and connection made, a connection charge shall be paid to the City in accordance with the following: a. East Industrial Park Area. In the property described below, the connection charge is \$2,000.00. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below but to all connections to the sewer mains or any extension to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if a determination is made by the City that the requested hookup will place an unreasonable burden on the sewer mains. The East Industrial Park Area is described as follows: Part of Lot 1 of Lot 1 of Lot 1 of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa. b. Johnson Street NW. In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically

~~described below, but to all connections to 172 the sewer mains or any extensions to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows: Lot 1 of Breitbach Addition, and Lot 2 of Breitbach Addition that portion West of the North Fork Maquoketa River. c. 6th Avenue SE. A connection charge of \$15.26 per linear foot of lot frontage shall be required for all 6th Avenue SE properties between Madison Avenue and Delong Avenue. d. Other Areas. The connection charge in all other areas is \$250.00. This fee applies to each and every sixty-foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot.~~

**A connection fee will be charged for each time a new connection is made to the sanitary sewer system regardless of whether the connection is made to a stubbed out sewer lateral or sewer main. The connection fee will be established by Resolution of the City Council.**

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 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 22<sup>nd</sup> day of August, 2022.

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

ATTEST:

\_\_\_\_\_  
Danielle Hartke City Clerk CMC, CFO

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Building Inspection Permit Services from ECIA**

The City Council directed staff to return to this meeting with a proposal from ECIA for a contract. In addition, there are changes in ordinances to consider. Finally, we need to determine the amount of the permit fees. In the attachment to the contract with ECIA there is a section highlighted in Yellow that says "Inspections". We need to complete the list of the items the City Council would like inspected. I have prepared an ordinance change that does two main things: 1) adopts the building codes so that it is clear that we expect contractors and property owners to comply with the code 2) we delegate power of permit issuance to a third party that provides this service with City Council approval. The fees are adopted by Resolution so that would be approved on the night of the third reading.

Every permit will take at least one hour to review by ECIA. If there is an inspection it will add time.

Recommendations

Minimum Permit Fee: \$150

Residential New Construction/ Remodel Changing the Footprint \$350

Residential Construction/Remodeling Not Changing the Footprint \$250

Commercial Plan Review \$100 per hour Plus Permit Fee

Commercial 4,000 Square Feet or Less

Commercial New Construction/ Remodel Changing the Footprint \$400

Commercial Construction/Remodeling Not Changing the Footprint \$300

Commercial 4,001 Square Feet or More

Commercial New Construction/ Remodel Changing the Footprint \$550

Commercial Construction/Remodeling Not Changing the Footprint \$450

Driveway/Concrete \$150

Fence \$200

For large commercial construction over 12,000 sq feet the staff will review plans and determine the fee based on fees charged by ECIA.

**ORDINANCE #02-22**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF  
CASCADE, IOWA, BY AMENDING**

**CHAPTER 6-12 BUILDING PERMITS**

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

Section I. Section Modified. Title VI Physical Environment, Chapter 12 Building Permits  
of the Code of Ordinances of the City of Cascade, Iowa, is repealed and the following adopted in  
lieu thereof:

**CHAPTER 12 BUILDING PERMITS**

6-12-1	Purpose	<del>6-12-10</del>	<del>Rear Yard Requirements</del>
6-12-2	Structure Defined	<del>6-12-11</del>	<del>Special Requirements for</del>
6-12-3	Permit Required		<del>Residences</del>
6-12-4	Application	<del>6-12-12</del>	<del>Variances</del>
6-12-5	Fees	<del>6-12-13</del>	<del>Fences</del>
6-12-6	Plans Required	<del>6-12-14</del>	<del>Curb Cuts</del>
6-12-7	Location of Structure	<del>6-12-15</del>	<del>Authority of City Council</del>
6-12-8	<del>-8 Front Yard Requirements</del> <u>Building</u>	<del>6-12-16</del>	<del>Permit Issued</del>
	<u>Code Adopted</u>	<del>6-12-17</del>	<del>Limitations on Permit</del>

**6-12-8 BUILDING CODE ADOPTED.** There is hereby adopted by reference as the “Cascade Building Code” the current State of Iowa Building Code. The “Cascade Building Code” shall be controlling in the construction of buildings and other structures in all matters covered by such building code within the corporate limits of the City. Inspections shall be as set forth by resolution of the Council.

~~6-12-8-8~~ FRONT YARD REQUIREMENTS. There shall be a front yard of not less than twenty (20) feet, except as follows:

— 1. — Where a structure is to be erected on a parcel of land that is within one hundred (100) feet of existing structures on both sides, the minimum front yard shall be a line drawn between the closest front corners of the adjacent structures on the two sides, or

— 2. — Where a structure is to be erected on a parcel of land that is one hundred (100) feet of an existing structure on one side only within the same block, such structure may be erected as close to the street as a line drawn from the closest front corner of that structure to a point twenty (20) feet back from the front lot line measured at the center of the lot on which the proposed structure is to be erected.

— 3. — Where lots have a double frontage, the front yard as required herein shall be provided on both streets.

~~6-12-9~~ SIDE YARD REQUIREMENTS. No building shall be erected closer than five (5) feet to either side lot line, except in the business district where no side yard is required.

~~6-12-100~~ REAR YARD REQUIREMENTS. There shall be a rear yard provided for each structure of not less than thirty (30) feet or twenty percent (20%) of the depth of the lot, whichever amount is smaller, except in the business district where no rear yard is required.

~~6-12-111~~ SPECIAL REQUIREMENTS FOR RESIDENCES. Any structure which is to be a residence for living shall meet the following special requirements:

— 1. — A residence shall have a minimum of 1,000 square feet of livable space on the main floor.

— 2. — All residences shall have a permanent perimeter foundation constructed of cement, concrete blocks with mortar or other permanent material approved by the City Council. All foundations shall have footings that extend below the frost line.

~~6-12-122~~ VARIANCES. The city council may grant a variance to sections 6-12-8, 6-12-9, and 6-12-10 where the setback requirements would cause a hardship on the property owner.

~~6-12-9133~~ FENCES. No setback requirements shall be applicable to the construction of a fence.

~~6-12-1014 4~~ CURB CUTS. No curb cut shall be constructed or permitted without first obtaining a building permit.

~~6-12-1155~~ AUTHORITY OF CITY COUNCIL. The City Council shall have full authority to accept or reject any plans and specifications submitted.

~~6-12-1266~~ PERMIT ISSUED. Permits shall be issued by the Zoning Administrator **and/or staff delegated to and hired via a contract for services entered into with City Council approval**, in duplicate, one copy for the applicant and one copy to be retained in the City records.

6-12-1387 LIMITATIONS ON PERMIT.

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 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 22<sup>nd</sup> day of August, 2022.

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

ATTEST:

\_\_\_\_\_  
Danielle Hartke City Clerk CMC, CFO

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

**CONTRACT FOR SERVICES WITH  
EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved resolution of the City of Cascade, Iowa (hereinafter called the City), requesting ECIA's assistance in carrying out this Contract and attached Scope of Services, and (will be) approved by ECIA on July 25, 2022.

**TERMS. This Contract carries the following terms.**

**SECTION 1. Scope of Services**

ECIA shall provide and perform the necessary services required to carry out the City of Cascade's building inspection duties as set out in the Scope of Services (Attachment A).

Any report provided by ECIA represents an impartial opinion of the physical condition of the structure and/or property, from a limited visual inspection of the components and operating systems, which may be readily visible and accessible on the date and time of said inspection. ECIA cannot be held liable for any latent, concealed, non-visible, or obscured defects. Said opinion does not represent an exhaustive review of the property or unit. Said written opinion is not a report or a warranty or guarantee (expressed or implied) that said property or unit is free from defect, or that latent or concealed defects do not exist, may have existed in the past, or may exist or become evident in the future, or that defects which have been referenced in this written opinion are the only defects that exist. Said written report has been provided at the request of the property owner and only represents the opinion of the undersigned within his or her experience and training.

**SECTION 2. Time of Performance**

The services of ECIA shall commence on **August 1, 2022** upon execution of this contract by both the City and ECIA and continue thru June 30, 2025. The contract will be reviewed and renewed by ECIA on September 21, 2022 to commence August 1, 2022 with approved resolutions from ECIA and the City.

**SECTION 3. Method of Payment**

Payment shall be due upon receipt of a monthly-itemized bill for services. Compensation for services is based on ECIA's Council approved hourly rates established July 1 of every fiscal year with a maximum increase of 3% per year. The rates ECIA will charge for FY23; are \$96 for program director (Specht); \$91 for special program managers (Elskamp); and \$58 for administrative support staff (Berning). ECIA will maintain a mileage log and bill monthly for mileage incurred related to the Cascade inspections using the federal mileage rate as established by the Federal Government.

**SECTION 4. Personnel**

ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract and will act as the overall project manager coordinating services.



### **SECTION 5. Property**

ECIA is responsible for acquiring and using such property, real or personal, as may be needed for the performance of its work under this agreement. City of Cascade property is not available without the express written permission of the City.

### **SECTION 6. Termination by the City**

1. The City may, by thirty days written notice to ECIA, terminate this contract in whole or in part at any time either for the City's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract, when completed or in process.

2. Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA.

The City may withhold any and all payments to ECIA for the purposed of set-off until such time as the exact amount of damages due the City from ECIA is determined.

3. If the termination is for convenience of the City, ECIA shall be entitled to compensation determined in accordance with Section 3 of this contract.

### **SECTION 7. Termination by ECIA**

ECIA may terminate this contract by thirty (30) days written notice to the City for the following reasons:

1. Both parties agree a continuation of the contract will not be in the best interests of the City.
2. ECIA ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this contract.

### **SECTION 8. Political Activity**

No portion of the compensation shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

### **SECTION 9. Information to be provided by the City**

The City shall provide a copy of the City's adopted building codes and ordinance.

### **SECTION 10. Records Retention**

The City of Cascade shall retain all original records with ECIA retaining copies of the original inspection records for one year. The City shall allow ECIA staff access to all original records pertaining to the project.

**SECTION 11. Compliance with Laws and Regulations**

ECIA and the City shall comply with all applicable State and federal laws, rules, ordinances, regulations, and orders. ECIA and the City shall comply with provisions of federal, state, and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of this provision shall be considered a material breach of this contract.

**SECTION 12. Indemnity and Insurance**

ECIA will indemnify, defend and hold the City of Cascade harmless against claims, demands, actions or lawsuits of any kind demanding a money judgment because of ECIA's or its employee's or agent's conduct arising out of or in the course of performing or failing to perform this agreement, or because of any injury to ECIA or to its employee arising out of or in the course of performing this agreement; provided, that nothing herein shall require ECIA to indemnify or hold the City of Cascade harmless against any liability to the proportional extent it is caused by, or to require or to authorize ECIA to defend the City of Cascade against and liability alleged to be caused by, any independent affirmative tortuous acts of the City of Cascade.

Without limitation of the foregoing, ECIA shall purchase and maintain throughout the entire term of this agreement liability insurance coverage with minimum limits of \$1,000,000 insuring its liability and that of its employees or agents to any member of the public arising out of or in the course of performing or failing to perform this agreement. In the event that ECIA purchases claims made policies, it shall continue to purchase equivalent tail insurance for the period of two (2) years after termination of this agreement. All such insurance shall name the City of Cascade as an additional insured in respect to the conduct of ECIA and its employees or agents, but nothing herein shall require ECIA to insure the independent affirmative acts of the City of Cascade. ECIA shall promptly provide copies of all such policies to the City of Cascade.

In addition, thereto, ECIA shall insure its own employees for accidental injury, or by a worker's compensation insurance or otherwise, and such insurance shall waive any subrogation claim against the City of Cascade. In lieu of such insurance, ECIA shall waive and obtain waivers from any employee or agent as a condition of performing services pursuant to this agreement, waiving any and all claims against the City of Cascade in respect to any injury or damage incurred in the course of performance of such services except to the proportional extent that the injury or damage was inflicted by the independent affirmative tortuous act of the City of Cascade. ECIA shall promptly provide the City of Cascade with copies of such policies or waivers.

**PASSED AND APPROVED:**

\_\_\_\_\_  
**CITY - Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attest:**

**EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attest:**

# Attachment A City of Cascade Scope of Services Building Code Inspections And Code Enforcement



*A Regional Response  
..... to Local Needs*

# Building Code Inspections

- **Staffing**
  - ECIA staff will conduct inspections
  - Staff trained in Code inspections
  - Minimum of two staff will be available for inspections
  - ECIA insurance covers inspections
- **Timeframe**
  - ECIA will begin inspections with a signed contract and resolution
  - ECIA will be on call to conduct inspections during regular office hours of Monday through Friday, 8:00 a.m. to 4:00 p.m. Inspections will be conducted within 24 hours of the contractors' request, with the exception of holidays and weekends. ECIA staff will not be available on holidays or weekends. A list of holidays is attached to this Scope of Service.
- **Cost**
  - Inspections fees will be based on the ECIA billable hourly rate as established by the ECIA Council. FY'23 billable rates are \$96/hour for program director and \$91 Building Inspector. If re-inspections are required, ECIA will bill at the billable hourly rates set forth above. The average residential house takes approximately 1-3 hours to inspect.
  - ECIA will log all mileage related to the Cascade inspections and bill at the federal mileage rate as established by the Federal Government.

# Building Code Inspections

- A log will be maintained documenting the inspections and the time to complete the inspection on the inspection log report.
- ECIA will bill the City of Cascade based on its established billable hourly rates for responding to questions from the public, engineers, contractors, developers, architects and other interested parties. **A log will be maintained.**
- **Inspections - conducted per Cascade’s adopted building codes**
  - Cascade must provide ECIA with their adopted building codes
  - ECIA will use a standard checklist inspection form
  - Inspections to be conducted and improvement work including but not limited to:
    - Zoning classification, plan reviews, standards, specifications, special requirements, codes and regulations.
    - Physical change in structure footprint requires on-site inspection to ensure proper placement
    - All decks require a permit
    - All fences require a permit

# Building Code Inspections

- Commercial plan reviews will be billed at the hourly rate for time spent
- Final inspections on new construction, substantial remodels, and decks
  
- ECIA will maintain an inspection log report/record for each residential, commercial or industrial unit/building.
- ECIA will maintain a call/activity log for responding to questions from the public, architects, engineers, developers, and other interested parties.
  
- **ECIA Responsibilities**
  - Staff will compile and complete required reports, check lists and maintain logs pertaining to inspections and inquiries.
  - Staff will correspond with City of Cascade Building Official, regulatory agencies and others as needed.
  - Staff will provide findings and recommendations to the City of Cascade staff regarding corrective notices, approvals, and occupancy permits for residences, commercial and/or industrial buildings.
  - Staff will inspect for violation of local code
  - Staff will inspect for compliance with zoning set-back requirements and easements.
  - Staff will investigate and inspect complaints and report to City of Cascade City Clerk and staff of potential code violations relating to building occupancy, hazardous conditions, construction, polluting, or other related code-related matters.

# Building Code Inspections

- Staff will provide information and respond to inquiries regarding Code requirements from contractors, developers, property owners and general public.
- Staff will advise the City with respect to inquiries and concerns relating to building policies and procedures.
- Staff will provide advice regarding application codes within area of responsibility to architects, engineers, contractors, developers, and other interested parties.

- **Billing and Payment**

- ECIA will bill the City of Cascade on a monthly basis itemizing the inspections/unit and the number of billable hours. ECIA will log all miles related to Cascade inspections and bill for mileage monthly based on the federal mileage rate as established by the Federal Government.
- ECIA will bill the City of Cascade monthly for responding to complaints and inquiries itemizing and attaching a copy of the call log report.

- **Contract**

- Contract is attached. Upon City of Cascade approval, ECIA will continue inspections based on this Scope of Services.
- Contract will be reviewed annually



# ECIA Holidays

- ECIA is closed for business on the following holidays:
  - New Years Day
  - Martin Luther King Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving (Thursday and Friday)
  - Christmas Eve Day
  - Christmas Day
  - New Year’s Eve
- Staff will **not** be available to conduct inspections on the above holidays.



## **July 25, 2022 Agenda**

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Garbage Hauler Ordinance and Future City-Wide Hauler Contract Bidding or Renegotiate**

### **Upcoming Garbage Hauler Contract or Renewal**

**Our current contract with Republic ends November 30, 2022. The City Council asked staff to get renewal numbers from Matt Pivit at Republic Services. I have included his memo in the packet.**

**The fees for next year are included. If we extend for five years, our increases in years 2-5 will be 4% each year. If we only extend for 2 or 3 years our 2<sup>nd</sup> and 3<sup>rd</sup> years increases are 4.5% each year. Therefore, the City Council can decide if you choose to extend the contract with Republic, if it is worth the extra years to save a one half of a percent per year over four years. If the Council chooses to take action on an extension, I will prepare a Resolution approving the action at the August 8<sup>th</sup> meeting.**

**I will wait to prepare a change in the garbage hauler ordinance until the City Council makes a decision on the contract with Republic Services.**

**EXTENSION OFFER FOR SOLID WASTE, REFUSE AND RECYCLING COLLECTION  
CONTRACT ENTERED INTO ON AUGUST 22, 2016**

**CURRENT**

**12/1/21-11/30/22**

Per Household Rate for Residential Solid Waste and Recycling Collection and Processing.....	\$14.44
Commercial Rate Per Yard.....	\$4.47
Commercial Cart .....	\$12.75

**Extended Rates**

**12/1/22-11/30/23**

Per Household Rate for Residential Solid Waste and Recycling Collection and Processing.....	\$15.50
Commercial Rate Per Yard.....	\$4.95
Commercial Cart .....	\$13.50

**Rate increases will be 4.5% in years 2 and 3 with a 2 or 3 year extension**

**If the city chooses a 5 year extension, rate increases will be 4% in years 2, 3, 4 and 5**

1. Bulky Items. Each household will be allowed one bulky item per month at no additional charge. Item must be safely handled and loaded by a single employee. Appliances, Construction Debris, E-waste and Tires are not included and will incur an additional charge.



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Up to \$2,000 for Barrier Fencing**

As you know we have many events at Riverview Park that require fencing due to sales of alcohol or entry fees. The fencing we use now is wooden snow fencing or plastic construction fencing. It can be easy for people to move or push thru or go over the orange fencing. The supply we have is also deteriorating after many years of use and needs to be replaced soon. The posts holding up the fencing have to be pounded in the ground and are challenging when dealing with pavement. We have to call IowaOne Call to locate underground utilities for each event. Many communities are moving toward metal fencing you see pictured below. Each piece clips together and is more flexible in locations, easier to install and take down, sturdier to keep people from moving over the barrier, no pieces get pounded into the ground, etc. We have measured the two different ways events are staged at the Park and have determined we need 60 – 8.5' sections to cover how we partition off the park. The Chamber Board, Hometown Days Board and Rockin' on the River Board are all willing to contribute \$2,000 each to make this purchase. We anticipate the total will be \$7,500-\$8,000 with shipping. The request is to ask the City Council to contribute the final \$1,500-\$2,000 in order to purchase the barriers now and be able to use them for the remainder of the year's events. While not in use it will be stored at the Utility Warehouse. The color would be yellow as shown below for safety and visibility. I would recommend taking funds from Riverpark Park reserves.





## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Year End Numbers**

At the last meeting the City Council indicated we should have a discussion about where final balances were at for Fiscal Year 2022. You will recall that in April we transferred \$100,000 in each of the following function areas: Public Works, Culture and Recreation and General Government. I have included a year end report that uses these budget “function” areas. When looking at the areas that we transferred you can see that in General Government we came out with a positive balance of \$6,214. In Public Works we have a positive balance of \$54,817 which means of the \$100,000 we transferred we needed \$45,200 to balance. In the Culture and Recreation, we needed to use \$53,700 to balance out the budget of the \$100,000 we transferred. If we take no action these extra dollars will be returned to the General Fund fund balance. If there is a desire to allocate funds for a specific purpose we could prepare a Transfer Resolution for the next meeting. Council Member Rausch was the one who specifically asked about this and since he is not going to be present at the meeting, he and I discussed this today. We concluded that it may be best to not take action and the funds will return to the undesignated General Fund and the City Council can determine uses for money at a future time when needed.

**REVENUE & EXPENSE REPORT**  
**CALENDAR 6/2022, FISCAL 12/2022**

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	POLICE TOTAL	15,940.94	257,668.11	281,336.00	23,667.89
	EMERGENCY MANAGEMENT TOTAL	.00	75,263.86	1,000.00	74,263.86-
	FLOOD CONTROL TOTAL	.00	75.00	.00	75.00-
	FIRE TOTAL	5,784.08	32,256.77	52,680.00	20,423.23
	AMBULANCE TOTAL	3,434.26	56,045.39	76,500.00	20,454.61
	ANIMAL CONTROL TOTAL	.00	.00	.00	.00
	<b>PUBLIC SAFETY TOTAL</b>	<b>25,159.28</b>	<b>421,309.13</b>	<b>411,516.00</b>	<b>9,793.13-</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	10,959.23	430,578.70	466,764.00	36,185.30
	STREET LIGHTING TOTAL	928.95	11,061.91	23,000.00	11,938.09
	SNOW REMOVAL TOTAL	945.00	27,686.62	41,463.00	13,776.38
	RECYCLING/GARBAGE TOTAL	24,150.22	272,282.06	265,200.00	7,082.06-
	<b>PUBLIC WORKS TOTAL</b>	<b>36,983.40</b>	<b>741,609.29</b>	<b>796,427.00</b>	<b>54,817.71</b>
	LIBRARY TOTAL	9,178.10	165,270.09	176,442.00	11,171.91
	PARKS TOTAL	8,248.58	42,597.62	65,308.00	22,710.38
	SWIMMING POOL TOTAL	26,852.95	132,393.11	144,752.00	12,358.89
	OTHER CULTURE/RECREATION TOTA	.00	.00	.00	.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>44,279.63</b>	<b>340,260.82</b>	<b>386,502.00</b>	<b>46,241.18</b>
	COMMUNITY BEAUTIFICATION TOTA	1,043.10-	26,956.90	45,000.00	18,043.10
	TIF REVOLVING FUND TOTAL	7,707.25	92,814.76	95,689.00	2,874.24
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>6,664.15</b>	<b>119,771.66</b>	<b>140,689.00</b>	<b>20,917.34</b>
	MAYOR/COUNCIL/CITY MGR TOTAL	2,085.72	8,511.97	8,550.00	38.03
	EXECUTIVE ADMINISTRATION TOTA	753.55	2,852.73	3,110.00	257.27
	CLERK/TREASURER/ADM TOTAL	9,027.38	142,693.92	146,850.00	4,156.08
	ELECTIONS TOTAL	.00	7,884.77	2,500.00	5,384.77-
	LEGAL SERVICES/ATTORNEY TOTAL	765.00	5,218.50	10,000.00	4,781.50
	CITY HALL/GENERAL BLDGS TOTAL	6,631.84	177,608.11	178,217.00	608.89
	CABLE ACCESS CHANNEL TOTAL	1,763.03	48,476.64	50,234.00	1,757.36
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>21,026.52</b>	<b>393,246.64</b>	<b>399,461.00</b>	<b>6,214.36</b>
	AMBULANCE TOTAL	.00	30,815.09	30,830.00	14.91
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	517,555.00	517,555.00	.00
	DEBT SERVICES TOTAL	1,075.00	163,900.00	165,000.00	1,100.00
	<b>DEBT SERVICE TOTAL</b>	<b>1,075.00</b>	<b>712,270.09</b>	<b>713,385.00</b>	<b>1,114.91</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	.00	.00	.00

**REVENUE & EXPENSE REPORT**  
**CALENDAR 6/2022, FISCAL 12/2022**

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LIBRARY TOTAL	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	.00	751.09	20,000.00	19,248.91
	CAPITAL PROJECTS TOTAL	<u>.00</u>	<u>751.09</u>	<u>20,000.00</u>	<u>19,248.91</u>
	WATER TOTAL	80,635.07	662,633.36	628,091.00	34,542.36-
	SEWER TOTAL	475,907.72	818,785.34	896,639.00	77,853.66
	LANDFILL/GARBAGE TOTAL	.00	.00	.00	.00
	ENTERPRISE FUNDS TOTAL	<u>556,542.79</u>	<u>1,481,418.70</u>	<u>1,524,730.00</u>	<u>43,311.30</u>
	TRANSFERS IN/OUT TOTAL	<u>376,830.00</u>	<u>833,552.67</u>	<u>933,661.00</u>	<u>100,108.33</u>
	TRANSFER OUT TOTAL	<u>376,830.00</u>	<u>833,552.67</u>	<u>933,661.00</u>	<u>100,108.33</u>
	TOTAL EXPENSES	<u><u>1,068,560.77</u></u>	<u><u>5,044,190.09</u></u>	<u><u>5,326,371.00</u></u>	<u><u>282,180.91</u></u>



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Industrial Park Roads and Easements**

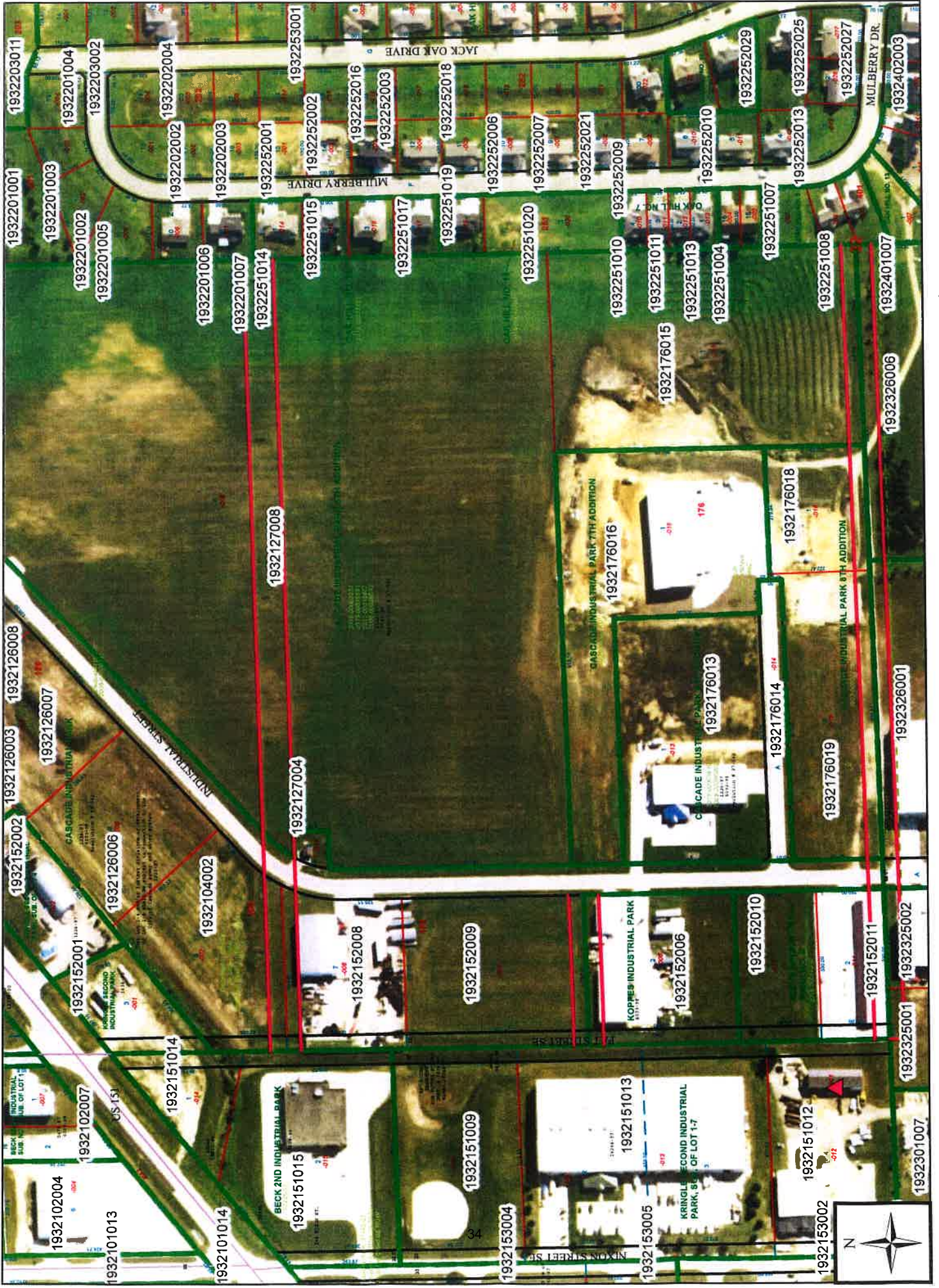
For the last few weeks I have been working with Mike Beck and then the Cascade Economic Development Corporation to find suitable land for someone looking to open a new industrial business. Due to working on that project and the possible sale of land, it has been discovered that we have some possible issues with the recorded documents recorded in the Industrial Park area and what is or isn't an easement versus a future road or a dedicated right of way. Many of the roads in that area were platted prior to the City annexing the land. When a road is platted in the County, the property owners own to the center of the road, pay taxes on that land and the roadway is in an easement. When we have roadways in the City that are platted, the developer dedicates the land to the public and the City accepts the property as its own. Property owners abutting a road own to the edge of the Right of Way. When the City annexed the land it looks like the County in some cases may have shown on maps that the land was dedicated to the public. It also appears that there was no formal action where the City accepted the land as its own. I visited the Dubuque County courthouse and met with the GIS mapping staff who were kind enough to do a lot of research on this area and provide me with documents going back to 1995. I then met with Mike Weber to go over the documents and sort through how we got from the first plats to today. I asked Mike to work with the County staff to determine what types of things we need to do to get things in line with City practices versus County. I believe there may be some costs associated with the needed work but I don't have those answers yet. If there are costs, I will be looking at how we can collaborate with the Cascade Economic Development Corporation and Beck Construction to get this area cleaned up so it doesn't have to be dealt with again. This is only for information purposes until I know more.

In the packet I have included some mapping and a timeline for your review.



**Cascade – Pat St. Easement, and surrounding**

- 1995-1638 - Kringle Second Industrial Park – Not in city, first time showing easement
- 1996-7809 – Sub. of Lot 7 Kringle 2<sup>nd</sup> Industrial Park – Not in city yet
- 1997-8148 - Opening W. 33' Nixon St.
- 1997-14244 - Plat - Sub. of Lot 1-7 Kringle 2nd Industrial Park
- 1998-5832 - Annexation - Between Nixon St & Pat St
- 1998-6093 – Koppes Industrial Park – Not in city yet. 1<sup>st</sup> time easement b/w lots 2 & 3
- 2002-515 - Annexation of Business 151 in Industrial area – just north of this area
- 2002-17445 - Plat - Beck 2nd Industrial Park  
- 2002-21154 - Resolution vacating a 20' utility easement
- 2004-14589 - Annexation - The E. 33' of Pat St. and areas west
- 2004-15581 - Easement from Koppes to City - 66' Utility & be used for future roadway development through Lot A Koppes Industrial Park (center property line of Lots 4 & 5)  
- 33' utility & use for future roadway along Lot A's south property line
- 2004-21475 - Deed to Beck from CEDC - Lots 3, 4, 5, A Koppes Industrial Park
- 2005-18869 - Public Street & Utility Easement - Cascade Economic Dev. to City of Cascade  
- 66' wide street & utility easement on Lot A Koppes Industrial Park (W 66' of S 1320' Lot )  
- 50' wide utility easement along north line of Lot 5 Koppes Industrial Park, then
- 2006-7279 - Vacating Excess Right of way on Lot A Oak Hill
- 2008-6692 - Cascade Industrial Park - Existing 66' Utility Easement per 2004-15581 (north E-W)  
- also 33' utility easement on south side.
- 2008-14839 - Protective Covenants for Cascade Industrial Park - Lots 1-8 & D  
- mostly about variances and various building/parking requirements
- 2012-18467 - Cascade Industrial Park 2nd Add. - north E-W shown, but not labeled, South 33' E-W labeled Utility
- 2013-16591 - Cascade Ind Park 3rd Add. - Existing 66' Utility Easement per 2004-15581 (north E-W)  
- also 33' on bottom
- 2015-873 –Vacation - 10' utility easement on west side Lot 3 Kringle 2nd Ind. Park
- 2018-8619 - Cascade Ind. Park 4th Add. - South side 33' Utility Easement per 2004-15581
- 2019-3934 - Plat - Cascade Ind Park 5th Add. - Existing 66' Utility Easement per 2004-15581 (north E-W)  
- also 33' utility easement on south side.



\*Notice - These maps are compiled for assessment and tax information purposes from official county records.  
 All map information shown is for the forgoing purpose and does not represent a survey of land.

Date: 7/13/2022



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Catalyst Grant Resolution #39-22**

The City was awarded a \$100,000 State of Iowa Catalyst grant to collaborate with Rob Knepper on reconstruction and updates to 221 1<sup>st</sup> Ave West. Mr. Knepper will be contributing \$115,000. The Agreement with the State is included in the packet. I also included the original grant application that explains the project well. The consideration is to approve Resolution #39-22 which approves the contract, authorizes the Mayor and Clerk to sign all the documents and reaffirms the local match of \$70,000. During our Urban Renewal Amendment process we plan to recommend adding this parcel to the Urban Renewal Area so that the contribution can be captured from the TIF increment.

**RESOLUTION #39-22**

**A RESOLUTION AUTHORIZING THE SIGNATURE OF THE IEDA DOWNTOWN RESOURCE CENTER COMMUNITY CATALYST AND REMEDIATION GRANT FORMS AND AGREEMENT FOR 221 1<sup>ST</sup> AVENUE WEST AND COMMITTING THE REQUIRED FINANCIAL MATCH**

WHEREAS, the Cascade City Council applied to the IEDA for a Iowa Downtown Resource Center Community Catalyst and Remediation Grant in the amount of \$100,000 to support the reconstruction of the property at 221 1<sup>st</sup> Avenue W to be developed by Triple B Properties LLC and Rob Knepper; and,

WHEREAS, the Cascade City Council was awarded the grant funding in the amount of \$100,000 (Grant Number 22-CTBF-004) in June 2022; and,

WHEREAS, the City intends to partner on this project with the developer Triple B Properties LLC (Rob Knepper, Principal); and,

WHEREAS, this property is currently located in the City 's Urban Renewal Plan; and,

WHEREAS the Remediation Grant Agreement is attached as Exhibit A; and,

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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Cascade, Iowa, authorizes the Mayor and Clerk to sign any documents necessary to comply with the IEDA Grant program for 221 1<sup>st</sup> Ave W and commits the \$70,000 toward the project in the form of either a Façade Grant, TIF Loan or TIF Tax Reimbursement.

PASSED AND APPROVED this 25<sup>th</sup> day of July, 2022.

---

Steve Knepper, Mayor

ATTEST:

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Danielle Hartke City Clerk CMC, CFO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY  
IOWA DOWNTOWN RESOURCE CENTER  
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

**Resolution #39-22**

**Exhibit A**

**GRANTEE:** City of Cascade  
**AGREEMENT NUMBER:** 22-CTBF-004  
**DATE OF AWARD LETTER:** June 30, 2022  
**PROJECT COMPLETION DATE:** June 30, 2024  
**GRANT AMOUNT:** \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Cascade, 320 1st Avenue W, Cascade, Iowa 52033 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

**11. REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

**12. PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

**13. PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

**14. DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

**15. TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

**16. REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

**17. NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

**18. WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

**19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**20. COMPLIANCE WITH EE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

**21. INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's

performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

- 22. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.
- 23. PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
- 24. SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- 25. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 26. FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.
- 27. USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.
- 28. COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.
- 29. LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.
- 30. JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.
- 31. WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 32. CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.
- 33. MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less

than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

**34. DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

**35. IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

**36. NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

**37. HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

**38. DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

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

- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

**40. INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**RECIPIENT: Cascade**

BY: \_\_\_\_\_  
Mayor  
City of Cascade  
320 1st Avenue W  
Cascade, Iowa 52033

\_\_\_\_\_  
Typed or Printed Name and Title

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY: \_\_\_\_\_  
Brian Sullivan, Chief Programs Officer  
Community Development Division  
Iowa Economic Development Authority



## Application

### 228079 - Community Catalyst Building Remediation - Final Application

454813 - Revival & Transformation of 221 First Ave W  
Downtown Resource Center

<b>Status:</b>	Submitted	<b>Submitted Date:</b>	04/14/2022 12:02 PM	<b>Submitted By:</b>	Lisa Ann Kotter
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### Applicant Information

#### Primary Contact:

<b>AnA User Id</b>	Shelley.Annis@iowaID		
<b>First Name*</b>	Lisa <small>First Name</small>	Ann <small>Middle Name</small>	Kotter <small>Last Name</small>
<b>Title:</b>			
<b>Email:*</b>	admin@citycascade.com		
<b>Address:*</b>	320 1st Ave West		

<b>City*</b>	Cascade <small>City</small>	Iowa <small>State/Province</small>	52033 <small>Postal Code/Zip</small>
<b>Phone:*</b>	563-852-3114 <small>Phone</small>		Ext.
<b>Program Area of Interest*</b>	CDBG		
<b>Fax:</b>			

#### Organization Information

<b>Organization Name:*</b>	City of Cascade		
<b>Organization Type:*</b>	City Government		
<b>DUNS:</b>	08-030-8539		
<b>Unique Entity Identifier (UEI)</b>			
<b>Organization Website:</b>	www.cityofcascade.org		
<b>Address:</b>	320 1st Ave W PO Box 400		
<b>Phone:</b>	Cascade <small>City</small>	Iowa <small>State/Province</small>	52033 <small>Postal Code/Zip</small>
<b>Fax:</b>	563-852-3114		Ext.

563-852-7554

**Cover Sheet-General Information**

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**Authorized Official**

**Name\*** Steve Knepper  
**Title\*** Mayor  
**Organization\*** City of Cascade  
*If you are an individual, please provide your First and Last Name.*  
**Address\*** 320 1st Ave. W

**City/State/Zip\*** Cascade Iowa 52033  
City State Zip

**Telephone Number\*** 563-852-3114  
**E-Mail\*** cascadeclerk@netins.net

**Fiscal Officer / Agent**

*Please enter the "Fiscal Officer" for your Organization.  
If you are an individual, please provide your First and Last Name.*

**Name\*** Danielle Hartke  
**Title** City Clerk  
**Organization** City of Cascade  
**Address** 320 1st Ave. W

**City/State/Zip** Cascade Iowa 52033  
City State Zip

**Telephone Number** 563-852-3114  
**E-Mail** cascadeclerk@netins.net

**County(ies) Participating, Involved, or Affected by this Proposal\*** Dubuque County

*To find your district, click on the "Congressional Map" link. On the left hand side of the page, click on the drop-down list and click on "State of Iowa". Then, enter an address for the county/ies you serve in the Search bar. Click "Enter." This will provide you with your Congressional District, Iowa Senate District and Iowa House District.*

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

**Iowa Senate District(s) Involved or Affected by this Proposal\*** 50  
Iowa Senate Map

**Iowa House District(s) Involved or Affected by this Proposal\*** 1  
Iowa House Map

**Project Information**

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**Applicant Information**

City (Applicant) Cascade

Name of Primary Contact Lisa

Address Kotter

City/State/Zip Cascade Iowa 52033  
City State Zip Code

Phone 563-852-3114

E-mail Admin@citycascade.com

**Project Information**

Project Type Rehabilitation

Project Name Revival & Transformation of 221 First Ave. W

**Community Catalyst Building Remediation Program Grant Project Narratives**

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

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

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

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

**Complete Description of the Proposed Project**

**Description of proposed project: (2,500 characters maximum)** The vision for this 1885 downtown structure is to revive and rejuvenate this mixed-use building while bringing back its original nostalgia. The current use is intended to be a mixed-use, with a commercial storefront on the main, rear apartment and 2 upper vacant apartments, which are uninhabitable.

In addition to gutting the apartments and upgrading the exterior and main level, the current HVAC system has been failing, and needs replaced ASAP. More specifically, the main level will have the drop ceiling removed, the brick walls exposed and reframed to an open concept. A separate office and new restroom will be added as well. The stairway leading upstairs will be widened for easier access for those moving in and out. New electrical, plumbing, and HVAC will be installed throughout.

The exterior of the building will get tuckpointed, new windows installed, 2 new entrance doors; one for the store, the other for the upper level. Once the work is complete, the store area will meet the needs of a flooring business and be a show room showcasing their products, employing four employees.

The upstairs will provide 2 quality rental units; which are desperately needed in Cascade.

Include project planning that has already occurred and description of each major component of project (Rehab, Infill, Deconstruction/Site Development). Include a detailed scope of work for the project that also outlines the specific areas of the project that will be funded with the grant.

**Description of the Project Impact**

*This section is worth 30 points*

**Describe how the proposed remediation will exhibit strong impact** The proposed project is catalytic in the way of turning a run-down uninhabitable building into a functional property. The upper story currently has apartments that are uninhabitable. Cascade has a rental shortage (Housing Needs Assessment completed in 2019). Many prospective residence have to seek housing elsewhere, because a lack of

**on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community and perhaps the safety of its immediate locale. (2,500 characters maximum)**

quality rental units in Cascade. This has a trickling effect. If someone doesn't find their basic needs (housing) being met in Cascade, they are likely to live somewhere else. Cascade employers are very desperate to find human capital, and the lack of housing in the Community makes it even harder to attract outsiders to the Community.

This project will enhance the main level of the building as well. The main level space is intended for a commercial flooring business. This business is existing; however, the flooring business would like to use this space for a showroom for their products, employing four employees. The current cosmetic state of the building does not look appealing to prospective customers or the public. The space on the main-level is not well distributed, making the inside space limited. The space will be opened up to better accommodate the future uses of a retail store front/building.

The City has prioritized downtown projects and has been encouraging downtown building owners to upgrade the exterior and interior of their buildings to continue on the trend of having a healthy, vibrant downtown, where parking is the only problem. The City has made available many incentives to assist property owners and has implemented a Façade Renovation Reimbursement Program that reimburses downtown property owners for façade improvements. The City realizes there is still work to be done, and building owners need additional funding to take on these large projects. Many of these downtown buildings have become storage units for some time, and have not been used as intended for many years and are in extremely poor condition.

Overall, the City has made the downtown the focus to drive the economy, increase the number of upper story apartments, as there is a shortage of quality rental units, increase the number of restaurants and retail shops, which will create job opportunities and overall enhance the quality of life in Cascade. All of these economic drivers are instrumental in attracting new businesses and families to the City, as well as retain those current businesses and families, who have chosen to make Cascade home.

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## Project Appropriateness

*This section is worth 10 points.*

**Describe how the building fits into the surrounding and uses high quality and appropriate materials. Explain how the new building will complement existing neighboring buildings. (2,500 characters maximum)**

This building is a historic building and the owner plans to bring the exterior back to the way it looked in the 1800's, but with efficient plumbing fixtures, windows and appliances. The building will get tuckpointed and new windows will get added that replicate the ones originally installed. The Owner would like to salvage the hardwood floors throughout. Additionally, the owner would like to replace the light fixtures and finishes that fit in with the buildings on rest of the street. (Several of the surrounding buildings have awnings or light fixture above the store fronts)

The owner wants the building to exhibit old charm and this will definitely complement the other buildings in the downtown. The owner has a soft spot for Cascade and he wants to be a part of the success that the downtown is seeing. There are a few other buildings that could benefit from rehabilitation, but when this building came up for sale, the owner jumped at the chance to purchase it and renovate it.

Please attach renderings of proposed new construction including site plan, elevations and other details in the miscellaneous documents form.

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## Project Funding/Partnerships

*This section is worth 10 points.*

**Describe how the proposed project will exhibit ample and reasonable funding from a number of sources. Identify likely project partners. (2,500 characters maximum)**

After purchasing the building, the owner came to the City inquiring about available building incentives the City has to assist with his project. The City discussed the TIF Interest Free Loan, which provides a property owner up to \$50,000 for projects such as this. Additionally, the Façade Renovation Reimbursement Program that reimburses downtown property owners up to 20% or \$20,000 for any façade improvements made was discussed. The City is committed to assist the property owner up to \$70,000 in fund funds to restore the downtown building.

The owner is also very committed to seeing this project through and has \$100,000 in a loan and cash reserves of \$15,000 available to use for the project.

The owner has been researching the history of the building and what the façade looked like when it was first built. He wants to restore the façade to its original historic charm. The owner was also aware of the Catalyst Remediation Grant that other downtown property owners had received.

The project partners including the building owner and the City of Cascade are very excited about this project and seeing it through to completion. Projects like the restoration of the old bank building, the bakery and this building takes a collaboration of many partners to make it successful. The City understands the importance of offering incentives for building renovation and the owner is willing to use his own funds to restore a historic building. The Catalyst grant would be the icing on the cake to help assist this property owner in continuing the catalytic movement that is happening in Cascade.

## Participation

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Name	Affiliation/Company	Specialty
Rob Knepper	Owner	

## Building Information

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### Building Information 1

<b>Building Name*</b>	221 First Ave. West
<b>Property Owner/Developer</b>	Three B Properties, LLC
<b>Address</b>	PO Box 926
<b>City/State/Zip</b>	Cascade Iowa
<b>Zip</b>	52033
<b>Telephone Numbers</b>	563-599-8510
<b>Cell Phone</b>	
<b>Fax</b>	
<b>E-mail Address</b>	knepperrob@hotmail.com

**Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.:**  
(1,000 characters max.)

Rob Knepper, owner of Three B Properties, LLC grew up outside of Cascade. He has always loved Cascade and has fond memories of it growing up. He is an active member of the community; being a member of the Knights of Columbus, Chamber Member since he works as a real estate agent. He also started a car club and coordinated car shows in Cascade. He assisted with repairs at the Legion Ballfield and High School track and football field. He has seen the revitalization of the downtown and wants to be part of the continuing trend. He is passionate about keeping the old downtown feel on 1st Avenue. He wants to help make downtown Cascade a destination for shoppers, retailers, restaurant/bar owners and patrons. It is very exciting to see all the traffic in downtown Cascade due to the new businesses. He also owns multiple rental properties and keeps them maintained at a level that he would feel comfortable living in.

<b>Building/Site Address</b>	221 1st Ave. West
<b>Year Built</b>	1885
<b>If vacant, how long:</b>	2
<b>Square footage:</b>	1333
<b>Square footage:</b>	613
<b>Current Use</b>	Retail
<b>Current Use</b>	Vacant
<b># of Residential Units</b>	
<b>Number of Residential Units</b>	
<b>Proposed Use</b>	Retail
<b>Proposed Use</b>	Residential
<b># of Proposed</b>	2

**Residential Units****Proposed Start Date** 06/01/2022**Projected Completion Date** 05/31/2024**Project architect** Spahn and Rose**Listed or eligible for listing in the National Register of Historic Places** No**Does the project intend to utilize Historic Tax Credits?** No**Has Part 1 been completed?****Date Submitted****Has Part 2 been completed?****Date Submitted****State Historic Preservation Office (SHPO) Tax Credit Review ID Number****Does the local community have a design review process?** No**Local design review criteria used by sub-grantee****Date Reviewed****Was the project approved?****Date Approved****Will the project be part of a CDBG Downtown Revitalization Grant?** No**Will the project receive any other federal funding?** No**Requested Amount** \$100,000.00**Other Funds** \$165,000.00**Proposed Cost Amount** \$265,000.00**List sources of other funds (500 characters max.)** City of Cascade; \$70,000  
Property Owner; \$100,000 Bank loan  
Property Owner; \$15,000 Cash**County/City Assessor's card/information.** Beacon - Dubuque County IA - Parcel Report\_ 1836486004.pdf**Cost estimates for all proposed construction work.** Cascade catalst budget.xlsx**Submitted Part 1 Historic Tax Credits application****Submitted Part 2 Historic Tax Credits application****Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable)** updatedKnepperBuilding-Layout 1.pdf**Photograph(s) of the building and/or** Picturesofbuildingexteriorandinterior 3.pdf

proposed site as it currently appears.

Historic photographs of the property/project as available adjustedoldphoto.jpg

Signed Letter of Intent to Participate by property/project owner(s) indicated as a grant beneficiary Letter of intent owner.pdf

Current Use Mixed Use

Current Use Mixed Use

**Budget**

Grant Request Amount	\$100,000.00
Cash Match	\$185,000.00
Total Project Cost	\$285,000.00

**Sources of Funds**

Source of Funds	Amount	Form Of Funds	Commitment Status	Conditions/Additional Information
Community Catalyst Grant	\$100,000.00	Grant	Applied for	
State/Federal Funds	\$0.00			
Local Incentives	\$70,000.00	Grant	Secured	Grant and Loan; City of Cascade
Private Equity Investment	\$0.00			
Private Loans	\$100,000.00	Loan	Secured	Dutrac Note
Other Amount (Applied for)	\$15,000.00	Private	Secured	Cash
Other Amount (Secured)	\$0.00			
Total	\$285,000.00			

**Tax Benefits**

Source of Tax Benefit	Amount	Description
Workforce Housing Tax Incentive Program	\$0.00	
Federal Historic Tax Credit	\$0.00	
State Historic Tax Credit	\$0.00	
Tax Increment Financing (Rebate)	\$0.00	
New Markets Tax Credit	\$0.00	
Other	\$0.00	
Totals	\$0.00	

**Uses of Funds**

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$67,000.00
Construction - Windows/Doors	\$32,000.00

Construction - Roofing	\$0.00
Construction - HVAC	\$32,000.00
Construction - Plumbing	\$19,000.00
Construction - Electrical	\$27,000.00
Construction - Insulation	\$8,000.00
Construction - General Carpentry	\$19,000.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$29,000.00
<b>Construction Subtotal</b>	<b>\$233,000.00</b>
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$20,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$6,000.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$0.00
Other	\$6,000.00
Contingencies	\$20,000.00
<b>TOTAL BUDGET</b>	<b>\$285,000.00</b>

**Other Attachments**

File Name	Description	File Size
Bank Letter.pdf (50 KB)	Owner Bank Letter	50 KB
CityLetterOfIntentToParticipate.pdf (111 KB)	City Letter of intent to participate	111 KB

**Required Documents**

Attachment	Description	File Name	Type	File Size
City Letter of Support <a href="#">Download template here.</a>	City Letter of Support	support letter indicating match.pdf	pdf	39 KB
Project Assurances <a href="#">Download the Project Assurances template HERE</a>	Assurance Agreement Signed	Assurance Form Signed.pdf	pdf	99 KB
Map of downtown district with location of projects marked AND location where project exterior photos were taken.	Map of Project Area	mapsofprojectarea.pdf	pdf	239 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload	Financial Match Verification	Match letters.pdf	pdf	85 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Copy of local design review criteria used by sub-grantee (if applicable)				

**Pre-Application**

**City:** Cascade

**City Population:** 2159

**Address of Project:** 221 1st Avenue W, Cascade, IA 52033  
Upload a map of the city with the project address identified on the required uploads form.

**Brief description of the project. Include planned property use when remediation is** The vision for this 1885 downtown structure is to revive and rejuvenate the building while bringing back its original nostalgia. The current use is intended to be a mixed-use, with a commercial storefront on the main, a vacant-rear apartment and 2 upper vacant apartments, which are uninhabitable. In addition to gutting the apartments, the current



**completed:  
(1,000 characters  
max.)**

HVAC system has been failing, (needs replaced ASAP). The main level will have the drop ceiling removed, the brick walls exposed, reframed to an open concept, a separate office and new restroom will be done as well. The stairway leading upstairs will be widened for easier access. New electrical, plumbing, and HVAC will be done throughout. The exterior of the building will get tuckpointed, new windows, 2 new entrance doors; one for the store, the other for the upper level. Once the work is complete, the store area will meet the needs of a flooring business and be a show room showcasing their products, employing four employees.

**Describe what is driving the project locally. Include how remediation specifically fits into a plan for the city and how this remediation will be a catalyst for economic development.  
(2,500 characters max.)**

The City of Cascade has been extremely fortunate to have received previous Catalysts grants. The City has seen a turnaround downtown. People are actually downtown! This was not the case even as little as a few years ago. Seeing this has really been encouraging to the City as well as others.

The City has prioritized downtown projects and has been encouraging downtown building owners to upgrade the exterior and interior of their buildings to continue on the trend of having a healthy, vibrant downtown, where parking is the only problem. As a result, the City has made available many incentives to assist property owners and has implemented a Façade Renovation Reimbursement Program that reimburses downtown property owners up to 20% or \$20,000 for any façade improvements. The City realizes there is still much work to be done, and building owners need additional funding to take on these large projects. Many of these downtown buildings have become storage units for some time, and have not been used as intended for many years and are in extremely poor condition. The City is extremely supportive of assisting property owners with finding outside funding sources, in addition to providing the local incentives.

The City has made the downtown the focus to drive the economy, increase the number of upper-story apartments, as there is a shortage of quality rental units, increase the number of restaurants and retail shops, which will create job opportunities and overall enhance the quality of life in Cascade. All of these economic drivers are instrumental in attracting new businesses and families to the City, as well as retain those current businesses and families, who have chosen to make Cascade their home.

The success of the previous catalyst grants and this proposed project has provided much encouragement and light for the City and others to want to invest in their buildings and enhance the downtown and make this a priority for the City.

**Who owns the property?**

Private Owner

**Name of Owner:**

Three B Properties, LLC

**Length of Ownership (Years):**

2

**Current use of Property:**

Mixed Use

**Proposed future use of Property:**

Mixed Use

**Financial commitment from owner to insure project success:**

\$100,000.00

**Describe the owners cooperation and any other information that shows commitment in making the project a success:  
(2,500 characters max.)**

After purchasing the building, the owner came to the City inquiring about available building incentives the City has to assist with his project. The City discussed the TIF Interest Free Loan, which provides a property owner up to \$50,000 for projects such as this. Additionally, the Façade Renovation Reimbursement Program that reimburses downtown property owners up to 20% or \$20,000 for any façade improvements made was discussed. The City is committed to assist property owners who are willing to invest their time and funds to restore downtown buildings.

The owner is also very committed to seeing this project through and has roughly \$100,000 in cash available to use for the project. He has been researching the history of the building and what the façade looked like when it was first built. He wants to restore the façade to its original historic charm. The owner was also aware of the Catalyst Remediation Grant that other downtown property owners had received, so we discussed the program.

Projects like the restoration of the old bank building, the bakery and this building takes a collaboration of many partners to make it successful. The City understands the

importance of offering incentives for building renovation and the owner is willing to use his own funds to restore a historic building. The Catalyst grant would be the icing on the cake to help assist this property owner in continuing the catalytic movement that is happening in Cascade.

**Describe how and why this building was selected:**  
(1,000 characters max.)

This building located in the heart of the downtown was constructed in 1885 and it was known that the building was in poor condition. When the property became available for purchase, the owner knew he had to purchase it and start working on a plan to bring this building back to life. The owner is working on obtaining a picture of the building as it looked when it was first built, as he hopes to change the façade to mirror that. After purchasing the building, the owner met with the City to inquire about incentives available and what his options were to renovate this building. This building just made sense to apply for the Catalyst grant since it is in great need of renovation and it is in an area where other buildings have already been renovated; therefore continuing the catalytic affect of the area and continuing the interest in people bringing back these old historic buildings.

**Describe the impact the Catalyst grant will have on this project:**  
(1,000 characters max.)

The Catalyst grant will have a positive impact on this project by providing funds to complete the project. Completely renovating a building like this project is very costly, the costs of supplies and labor has went up to the extreme as the result of the Pandemic. The grant will make this project financially feasible for this property owner. The City is offering incentives to assist with the project and the owner has funds available to use, but the \$100,000 award from the Catalyst grant will secure the project timeframe for completion.

**Required Documents (Pre-Application)**

Attachment	Description	File Name	Type	File Size
<a href="#">City map with project address identified</a>	<a href="#">Project Address Map</a>	221 1st Ave. West, Cascade, IA.JPG	JPG	101 KB
<a href="#">Taxpayer Identification Number &amp; Certification for Fiscal/ Applicant Organization</a> <a href="#">Download IRS form</a>	<a href="#">Please find attached the W-9 for Cascade and our IRS Certification letter.</a>	W-9 and IRS Certification letter.pdf	pdf	225 KB

**Photos of Building/Site (Pre-Application)**

File Name	Description	File Size
<a href="#">Pictures of building exterior and interior.pdf (20.9 MB)</a>	<a href="#">The pictures show the street exterior, alley exterior, basement, retail part of lower level, stairway to the 2nd floor apartments, and then pictures of the 2 upper floor apartments.</a>	20.9 MB

**Miscellaneous Documents (Pre-Application)**

File Name	Description	File Size
<a href="#">Cascade catalyst budget.xlsx (10 KB)</a>	<a href="#">Budget Breakdown</a>	10 KB
<a href="#">Preliminary sketch of project.pdf (217 KB)</a>	<a href="#">Preliminary sketch of proposed project.</a>	217 KB

**Minority Impact Statement**

**Question # 1**



## July 25, 2022 Agenda

**To: Mayor, City Council and Staff**

**From: Lisa Kotter, Interim City Administrator**

**Date: July 22, 2022**

**Re: Public Works Boot Allowance**

A year ago the Council and Utility Board discussed the idea of increasing the boot allowance to \$150. In the indicated it would be reviewed this summer. With the change in Administrators this was missed to review in June. The Utility Board is discussing it at their next meeting as well as is being asked to increase it to \$150. It is difficult to purchase good work boots for \$50. We will be having a Personnel Committee meeting on Monday and I am recommending consideration to increase this for FY23. For the City it would mean \$400 total split between the General Fund, Water and Sewer. If the Personnel Committee does recommend approval it will be on the agenda for consideration of a Resolution.

From June 28, 2021 Meeting Minutes:

At the personnel meeting that was held last week, it was discussed increasing the boot allowance for public works. Currently they receive an annual reimbursement of \$50 and their boots cost between \$150-\$200. There was discussion on next year at salary review to include a reimbursement for the boots in with their salary. This will be discussed more with the personnel committee. Motion by Rausch, second by Knepper to table and review with wage increase next year and leave the current \$50 reimbursement for now. Motion carried.

**RESOLUTION #40-22**

**A RESOLUTION AUTHORIZING REVISION TO THE  
CITY OF CASCADE & CASCADE MUNICIPAL UTILITIES  
EMPLOYEE PERSONNEL POLICY**

WHEREAS, the City Council of the City of Cascade has a personnel policy that employees are reimbursed \$50 per year for a boot allowance; and,

WHEREAS, the policy and dollar amount have been the same for at least the last decade; and,

WHEREAS, the cost of boots have increased over the time since it was last increased.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cascade that the Personnel Policy is amended as follows:

Revision to item #60 – Safety Toed Boots: Increase the amount of boot allowance for permanent full-time non-office employees to \$150.00 per year payable after the beginning of each fiscal year. This revision is effective for Fiscal Year 2022-2023.

ADOPTED and APPROVED this 25th day of July, 2022.

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Steven Knepper, Mayor

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Danielle Hartke, Clerk