

CITY OF CASCADE, IOWA
COUNCIL MEETING AGENDA & PUBLIC NOTICE
Monday, February 27, 2023, 6:00 P.M.
CITY HALL, 320 1ST AVE WEST

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, February 27, 2023, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

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

1. **Call to Order**
- 2.
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. Minutes: City Council 2/13/23, Special City Council 2/2/23 and 2/9/23, Planning and Zoning 2/16/23
 2. February 27, 2023 Claims
 3. Liquor Renewal: American Legion Post 528
7. **Open Public Hearings for the Following**
 1. **Rezoning Parkridge Subdivisions Phases 1,2 and 3 from A-1 Agriculture to R-1 Single Family**
 2. **Rezoning Parcels 1932126016 and 1932126004 from M-2 Heavy Industrial to C-1 Highway Commercial**
 3. **Max Property Tax Levy Hearing**
8. **Close Three Public Hearings**
9. **Consideration of Resolution #19-23 Purchase of a Used 2016 Elgin Pelican Sweeper from Macqueen Equipment (\$175,250)**
10. **Consideration of Ordinance #04-23 Rezoning Parkridge Subdivision from A-1 Agriculture to R-1 Single Family Residential (First Reading)**
11. **Consideration of Ordinance #03-23 Rezoning Parcels 1932126016 and 1932126004 from M-2 Heavy Industrial to C-1 Highway Commercial (First Reading)**
12. **Consideration of Resolution #12-23 Buchanan Street NW Alley Final Payout and Acceptance of Work**
13. **Consideration of Resolution #13-23 Annual Debt and Interfund Transfers for FY23**
14. **Consideration of Resolution #14-23 Priority Project List for RCTP Grant Funds**
15. **Consideration of Resolution #15-23 Submittal of RCTP Grant Funding Request FY24**
16. **Consideration of Resolution #16-23 Hiring of Kammiller Tree Removal -Community Park (\$11,000) and New Library (\$5,500)**
17. **Consideration of Resolution #17-23 Development Agreement Parkview Homes/CR History House**
18. **Consideration of Resolution #18-23 Hiring of All Star Environmental – Asbestos Assessment Report at Three Properties (\$2,000)**
19. **Consideration of Resolution #20-23 Max Levy (\$1,049,275)**
20. **Consideration on Resolution #21-23 Hiring Gravel Grading Excavating Storm Water Improvements – Claddagh Subdivision**
21. **Consideration of Resolution #22-23 Approval to Purchase Parcels for New Library Site**
 1. Parcel #1931351013 from Mary CR Schmidt (\$42,500)
 2. Parcel #1931351012 from Bruce A. Greenwood (\$71,500)
 3. Parcel #1931351011 from Arlene M Eisermann (\$88,000)
22. **Discussion on FY24 Budget**
23. **Discussion on Weekly or Every Other Week Recycling**
24. **Reports – Police Chief, Library Design Committee, City Administrator**
25. **Adjournment**

February 13, 2023
City Council Meeting Minutes

The February 13, 2023 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Hosch, Kelchen, Oliphant and Rausch answered roll call.

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

Motion Rausch, second Delaney to approve the consent agenda items including City Council Minutes 1/23/23, CMU Utility Board 2/8/23, Library Board 2/1/23, 2/7/23, and Park Board 2/6/23; and February 13, 2023 Claims January 2023 Financial Reports; and Liquor License Renewals for Cascade Columbus Club and Grace's Place. All ayes. Motion carried.

Motion Oliphant, second Kelchen to approve Resolution #09-23 Lynch Dallas Law Firm Contract and Fees. Roll Call vote. All Ayes. Motion carried.

Kotter explained two upcoming quotes staff is accepting for storm water, water and sewer improvements in Claddagh and 3rd Ave SE.

Motion Rausch, second Delaney to approve Resolution #10-23 Personnel Policy Changes-Holidays and Vacations. Roll Call vote. All Ayes. Motion carried.

Motion Kelchen, second Oliphant to approve Resolution #11-23 City Hall Computer Purchase (\$2,142.92). Roll Call vote. Delaney abstained. Four Ayes. Motion carried.

The City Council discussed the upcoming FY24 Budget.

Motion Kelchen, second Oliphant to adjourn at 7:20pm. All ayes. Motion carried.

Kathy Goerdts, City Clerk

Steven J. Knepper, Mayor

February 2, 2023
Special City Council Meeting Minutes

The February 2, 2023 Special City Council meeting was called to order at 5:31PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Oliphant, Kelchen (via phone and arrived in person at 5:47pm) and Rausch answered roll call. Hosch was excused.

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

Resolution #7-23 Resolution Approval of Gazebo Construction Contract. Motion Delaney, second Oliphant to approve. Rausch abstained. Motion carried.

Budget presentations by EMS, Fire and the Police Department. Overview of Tax Levy information was given by Kotter. Next Budget review meeting will be Thursday, February 9th at 5:30.

Motion Kelchen, second Delaney to adjourn the meeting at 7:48p.m. Motion carried.

Kathy Goerd, City Clerk

Steven J Knepper, Mayor

February 9, 2023
Special City Council Meeting Minutes

The February 9, 2023 Special City Council meeting was called to order at 5:30PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Oliphant, Kelchen, Hosch and Rausch answered roll call.

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

Budget presentations by the Library and the Public Works Departments. Overview of Max Levy Hearing Notice was given by Kotter.

Motion Kelchen, second Delaney to approve Resolution #08-23 Resolution Setting Max Levy Public Hearing Date for FY24 Property Taxes. Roll Call vote. All ayes. Motion carried.

Motion Kelchen, second Oliphant to adjourn the meeting at 7:45p.m. Motion carried.

Kathy Goerd, City Clerk

Steven J. Knepper, Mayor

PLANNING & ZONING COMMISSION MEETING
THURSDAY, FEBRUARY 16, 2023
Meeting Minutes

The Cascade Planning & Zoning Commission met on Thursday, February 16, 2023, at 6:00p.m. in the Cascade City Hall Council Chambers, 320 1st Ave W, Cascade, IA 52033. Present: Moriarity, Conlin, Steffen, Kerper, Otting and Moran.

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

Motion Kerper, second Moran to approve the January 19, 2023 minutes. Motion carried unanimously.

Motion Otting, second Steffen to open the public hearing on the two requests for rezoning: Cascade Economic Development Corporation (CEDC) Parcels #1932126004 and #1932126016 from M-2 Heavy Industrial to C-1 Highway Commercial and the Parkridge Subdivision Phases 1, 2 and 3 from A-1 Agricultural to R-1 Single Family Residential. Motion carried, all aye.

No one from the public appeared at the hearings. Kotter explained that the Parkridge residential subdivision had inadvertently not been rezoned from A-1 to R-1 even though almost two dozen homes have been built. Kotter explained that the two CEDC lots are part of the plan to have most properties along the 1st Avenue corridor C-1.

Motion Moran, second Conlin to close the public hearing. Motion carried, all aye.

Motion Conlin, second Otting to recommend to the City Council adoption of Draft Ordinance #03-23, rezoning of the two CEDC Parcels #1932126004 and 1932126016 from M--2 Heavy Industrial to C-1 Highway Commercial. Motion carried, all ayes.

Motion Moran, second Steffen to recommend to the City Council Ordinance #04-23, rezoning the Parkridge Subdivision lots in Phases 1, 2 and 3 from A-1 agricultural to R-1 Single Family residential. Motion carried all ayes.

Motion Moran, second Steffen to adjourn at 6:06pm. Motion carried.

Lisa A. Kotter
City Administrator

CLAIMS REPORT
Vendor Checks: 2/15/2023- 2/28/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
02162023	ADVANTAGE ADMINISTRATORS	PSF REIMB-STANER	160.00		14016057	2/16/23
02172023	ADVANTAGE ADMINISTRATORS	PSF REIMB-STANER	813.11		14016059	2/24/23
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
8852	ADVANTAGE ADMINISTRATORS	ADMIN SVC FEE - MARCH 2023	60.90	1,034.01	14016058	2/27/23
P47994	BODENSTEINER IMPLEMENT CO	JOHN DEERE MOWER PARTS		283.58		
152539	CASCADE LUMBER CO	UPS SHIPPING CHARGES-WATER	13.12			
152580	CASCADE LUMBER CO	PAPER TOWELS	6.36			
784480	CASCADE LUMBER CO	JD GREEN RUSTOLEUM-LAWNMOWER	7.79	27.27		
03152023	CASCADE MUNICIPAL UTILITIES	CITY UTILITY BILL DUE 03152023		11,501.03		
8162033	CHERYL'S FLOUR GARDEN BAKERY	CEDE LUNCHEON FEE		131.98		
1860418	CITY LAUNDERING CO	UNIFORM SERVICES/MISC SUPPLIES	94.55			
1862835	CITY LAUNDERING CO	UNIFORM SERVICES/MISC SUPPLIES	125.16			
1865305	CITY LAUNDERING CO	UNIFORM SERVICE/MISC SUPPLIES	94.55	314.26		
205912	CJ COOPER & ASSOCIATES	RANDOM SELECT TESTING		90.00		
2743	MICHAEL DELANEY	SERVICE CALL/ANTIVIRUS/FIXES		1,294.25		
02232023	DUBUQUE CO TREASURER	RADON KITS		65.00		
PP#3	EASTERN IOWA EXCAVATING LLC	PP#3 RETAINAGE RELEASE-FINAL		7,664.33		
94429085	ESRI INC	1/2 ARC GIS MAINT		200.00		
23975	GASSER FARM & HARDWARE LLC	SIDEWALK SALT		99.90		
6401929	HAWKINS INC	CHLORINE CYLINDERS X5		50.00		
FEB2023POOLSTEP	IOWA DEPT OF PUBLIC HEALTH	POOL PERMIT FEE		250.00	64852	2/15/23
PR20230210	IPERS	IPERS	3,382.37		14016053	2/24/23
PR20230216	IPERS	PROTECTIVE IPER	3,125.49	6,507.86	14016053	2/24/23
PR20230216	IRS W/H	FED/FICA TAX		5,587.02	14016054	2/24/23
2302032-IN	J&R SUPPLY INC	WELL #6-CHLORWATOR		239.80		
02242	JKP DESIGNS LLC	EMBROIDERY FEE-GOERDT JACKETS		24.00		
FEBRUARY2023	KOTTER LISA	REIMBURSEMENTS		112.17		
02242023-1	LOCHER & DAVIS PLC	SCHMIDT HOME-REAL ESTATE TAX	134.48			
02282023	LOCHER & DAVIS PLC	RECORDING/CLOSING COST-SCHMIDT	1,202.72	1,337.20	64859	2/28/23
020823	MAQUOKETA VALLEY COOP	STREET LIGHT LOCATION 32591002		161.37		
02282023	MARY C R SCHMIDT	LOT 1-7 EAST CASCADE PURCHASE		39,365.52	64858	2/28/23
280770	MICHAEL DONOVAN	PARA RENEWAL FEE		25.00		
PR20230216	MISSION SQUARE RETIRE-#303939	ICMA PERCENTAGE		1,083.19	64857	2/24/23
433-215498	PARTS AUTHORITY	LOADER-DUMPTRUCK DIESEL EX		23.80		
21185	PITTSBURG TANK & TOWER CO INC	WATER TOWER INSPECTION		1,350.00		
23-REIFF MAR	JOE OR PEG REIFF	MARCH 2023 LEASE		500.00		
73091	SCHUSTER & MICK	SCHMIDT-ATTY FEES		60.00		
PR20230210	TREAS STATE OF IOWA	STATE TAXES	952.47		14016052	2/24/23
PR20230216	TREAS STATE OF IOWA	STATE TAX	815.70	1,768.17	14016052	2/24/23
230400001645	WELLMARK BC/BS OF IA	MARCH 2023 PREMIUMS		8,254.89		
Accounts Payable Total				89,405.60		
Invoices: Paid				56,798.49		
Invoices: Scheduled				32,607.11		
Payroll Checks				16,330.83		
Report Total				105,736.43		

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** IOWA ABD Licensing Support
Sent: Sunday, February 19, 2023 5:27 AM
To: Kathy Goerdts <clerk@citycascade.com>
Subject: License LC0041649 Renewal Notice Sent

Hello,

LC0041649 has been sent a Renewal Notice is now eligible for their renewal.

Corp Name: CASCADE POST #528, OF CASCADE IOWA

DBA: American Legion Post 528

License Number: LC0041649

Application Number: App-157591

Tentative Effective Date:

Application Type: Renewal

Amendment Type:

Thank you,
The Iowa Alcoholic Beverages Division



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Macqueen Elgin Sweeper Purchase

As you know we have been looking for a used street sweeper for the past four months. Phil and Ben went to Minnesota to see a 2016 Elgin Pelican that is being traded in by another community. This community has a seven year rotation and trade their units in regardless of condition. Therefore, it has lower hours and is in good condition. The unit is on hold for Cascade until after the Monday meeting. If we want to purchase it, we will need to make the decision Monday or it will be released for other communities to look at. The staff is recommending we make this purchase. Once the community gets their new unit, the 2016 will be taken to Wisconsin for a full inspection. If anything is in need of repair, that work will be done at no extra cost above the sale price of \$175,000. The estimate also includes a list of some items they intent to repair based on the visual inspection. None of these are major issues, mostly cosmetic. Although they will not negotiate on the price, they are going to include an extra set of the higher use items: a main broom, gutter broom and dirt shoes. As you know we do not have the full \$175,000 in our equipment fund balance. Therefore, I looked at three financing options. My recommendation is to pay \$70,000 down and finance \$105,000. I checked with Ohnward Bank and Trust and two companies used by Macqueen. In the packet is a summary of the three options. There is a small savings of \$1,011.49 if we choose the Ohnward option for three years and monthly payments. There is also no penalty to pay early, which we might choose to make the last payment at the beginning of that fiscal year and avoid the interest in the last year. If you have any questions please send them to me in advance to be sure we can get you an answer by meeting time.

RESOLUTION #19-23

**A RESOLUTION APPROVING THE PURCHASE OF
USED STREET SWEEPER FROM MACQUEEN EQUIPMENT
WITH FINANCING THROUGH OHNWARD BANK AND TRUST**

WHEREAS, City of Cascade is in need of a new Street Sweeper as the current one is from 1996,
and;

WHEREAS, Macqueen Equipment has a 2016 Elgin Pelican for sale that was traded in by another
City, and;

WHEREAS, after City staff traveled to see the unit, they are recommending the purchase of the
sweeper from Macqueen Equipment, and;

WHEREAS, the City fund balances for Street Equipment are not sufficient to pay the full amount
of \$175,250 and therefore the City will pay \$70,000 down and finance the balance of \$105,000
through Ohnward Bank and Trust for three years with a monthly payment of \$3,294.47 at a fixed
interest rate of .2% over prime at the time of closing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa,
approves the purchase of the Macqueen Equipment 2016 Elgin Pelican Sweeper in the amount of
\$175,250 with financing to go through Ohnward Bank and Trust for a three-year term. The Mayor
and Clerk are authorized to sign all documentation necessary to make this purchase.

PASSED, APPROVED AND ADOPTED this 27th day of February, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: CITY OF CASCADE
SAME AS SOLD TO

Invoice To: CITY OF CASCADE
Po Box 400
Cascade IA 52033

Branch 02 - MENOM FALLS WI		
Date 02/21/2023	Time 10:25:57 (O)	Page 1
Account No CASCA001	Phone No 5638523114	Est No 00 Q01162
Ship Via GROUND	Purchase Order QUOTE	
Tax ID No		
BEN SCHROEDER		Salesperson 105

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/23/2023 Amount

Stock #: C041913 Serial #: NP41049 175000.00
Used 2016 EL PELICAN NP
2016 ELGIN PELICAN NP, DUAL SIDE BROOMS
*
APPROX. HOURS: 2,380
HEATED/MOTORIZED MIRRORS
DUAL ROOF LIGHT WITH GUARD
REAR FLOOD LIGHT
220 GALLON WATER TANK
RH BROOM TILT
RH LIMB GUARD
HYDRUALIC OIL TEMP SENSOR
BACKUP CAMERA
RH AIR RIDE SEAT
LOWER ROLLER WASHOUT
REAR FLASHERS IN BATTERY COVER
RADIO WITH MAP LIGHTS

Subtotal: 175000.00
Quote Total: 175000.00

Authorization: _____

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

*
INSPECTION, RECONDITIONING WORK, DELIVERY AND TRAINING
INCLUDED WITH PURCHASE.

*
IN ADDITION TO RECONDITIONING BASED ON INSPECTION, THE
FOLLOWING ITEMS WILL BE INCLUDED WITH PURCHASE:
FRONT LIGHT MOUNTING RAIL
NEW FACTORY DECALS
JOHN DEERE ENGINE INSPECTION, PM (AND REPAIRS IF NECESSARY)
ADDRESS WEAR/RUST ON BOTTOM LIP OF HOPPER
REPLACE CURTAIN AND GRIP TAPE UNDER HOPPER



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: CITY OF CASCADE
SAME AS SOLD TO

Invoice To: CITY OF CASCADE
Po Box 400
Cascade IA 52033

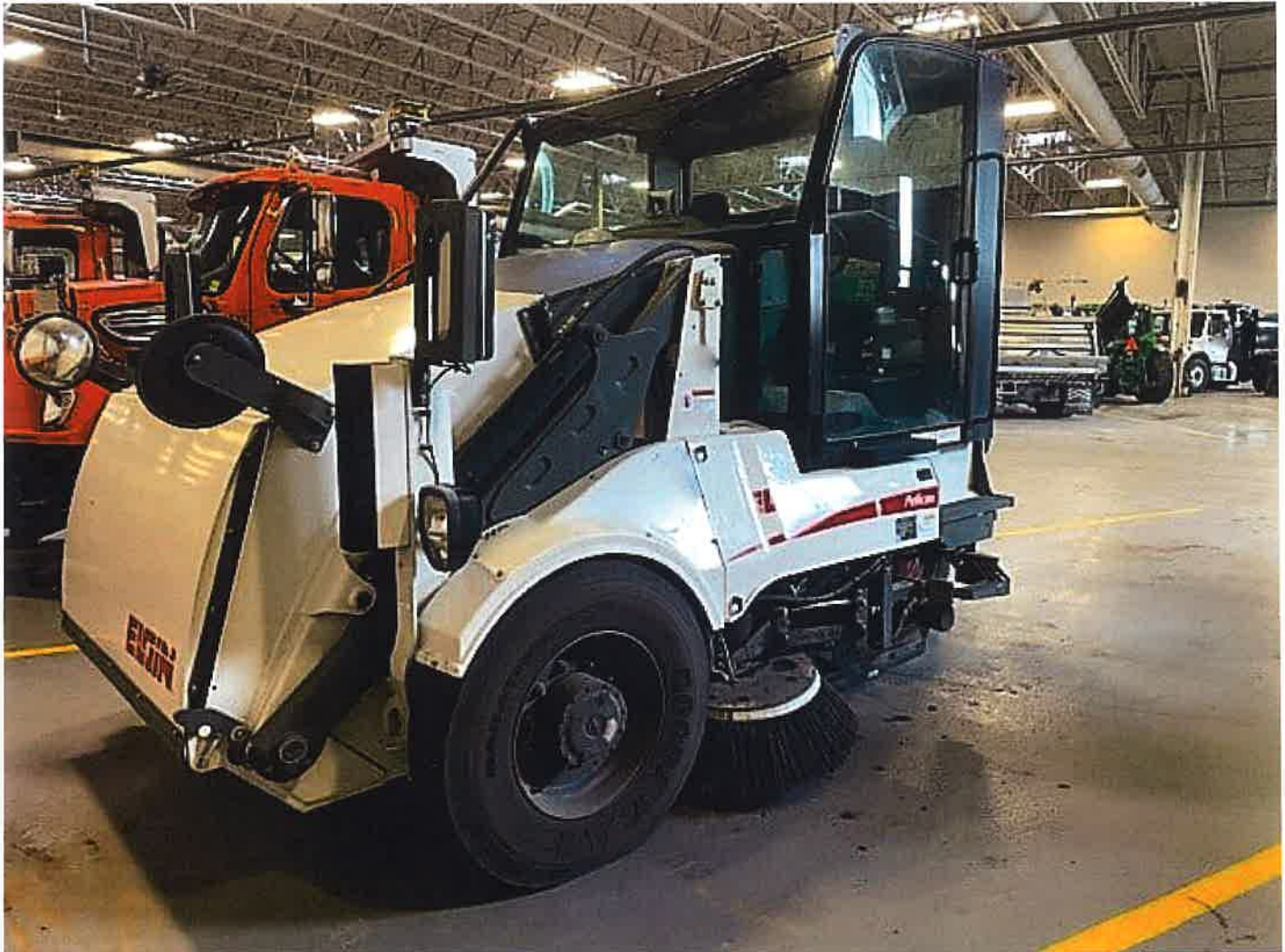
Branch 02 - MENOM FALLS WI		
Date 02/21/2023	Time 10:25:57 (O)	Page 2
Account No CASCA001	Phone No 5638523114	Est No 00 Q01162
Ship Via GROUND	Purchase Order QUOTE	
Tax ID No		
BEN SCHROEDER		Salesperson 105

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/23/2023 Amount

*
HOLD PLACED ON SWEEPER THROUGH 2/27/23
*
MQ WILL NOT TAKE POSSESSION OF THIS TRADE IN UNIT UNTIL
MAY/JUNE.

USED



2016 Elgin Pelican NP

SKU: C041913

- **SERIAL #**NP41049
- **ENGINE:** JOHN DEERE 4045 74HP



- HEATED/MOTORIZED MIRRORS
- DUAL ROOF LIGHT WITH GUARD
- REAR FLOOD LIGHT
- 220 GALLON WATER TANK
- RH BROOM TILT
- RH LIMB GUARD
- HYDRUALIC OIL TEMP SENSOR
- BACKUP CAMERA
- RH AIR RIDE SEAT
- LOWER ROLLER WASHOUT
- REAR FLASHERS IN BATTERY COVER
- RADIO WITH MAP LIGHTS
- AVAILABLE 4/17/2023

Gallery



Request Pricing

First Name*

Last name*

Company name*

Phone number*

State*

City of Cascade
Financing Comparison

Amount Financed \$ 105,000

Total of Payments									
Term	Ohnward Bank & Trust			NCL Government Capital			Bell Bank Eqmt Finance		
	Monthly Payment	Interest Rate	Total of Payments	Annual Payment	Interest Rate	Total of Payments	Annual Payment	Interest Rate	Total of Payments
3 years	\$ 3,294.47	7.95%	\$ 118,600.92	\$ 40,237.24	Lease	\$ 120,711.72	\$ 39,822.47	Lease	\$ 119,467.41
4 years	\$ 2,567.33	7.95%	\$ 123,231.84	\$ 30,761.36	Lease	\$ 123,045.44	\$ 30,791.75	Lease	\$ 123,167.00
5 years	\$ 2,132.92	7.95%	\$ 127,975.20	\$ 25,103.19	Lease	\$ 125,515.95	\$ 25,387.77	Lease	\$ 126,938.85
	1) Assumes Non Tax Exempt Loan 2) Loan Payments Due Monthly 3) Loan can be prepaid at any time without penalty 4) \$250.00 Doc Fee			1) Assumes Tax Exempt Lease 2) Lease Payments Due Annually 3) 4) \$500.00 Doc Fee			1) Assumes Tax Exempt Lease 2) Lease Payments Due Annually 3) 4) 395.00 Doc Fee		

Difference in Total Cost									
Term	OB&T compared to NCL Government Capital			OB&T compared to Bell Bank Eqmt Finance					
	OB&T Total Cost	NCL Total Cost	Difference	OB&T Total Cost	Bell Bank Total Cost	Difference			
3 years	\$ 118,850.92	\$ 121,211.72	\$ (2,360.80)	\$ 118,850.92	\$ 119,862.41	\$ (1,011.49)			
4 years	\$ 123,481.84	\$ 123,545.44	\$ (63.60)	\$ 123,481.84	\$ 123,562.00	\$ (80.16)			
5 years	\$ 128,225.20	\$ 126,015.95	\$ 2,209.25	\$ 128,225.20	\$ 127,333.85	\$ 891.35			

Total Cost includes doc fee

Summary:

1) The Ohnward Bank & Trust loan payments are calculated assuming a Non Tax Exempt Loan and the NCL Lease is calculated assuming a Tax Exempt Lease. If the Lease ends up being Non Tax Exempt, the lease payments would increase.

2) Payments for a 3 year term are \$2,360.80 *less* with OB&T compared to NCL and \$1,1011.49 *less* compared to Bell Bank
 Payments for a 4 year term are \$63.60 *less* with OB&T compared to NCL and \$80.16 *less* compared to Bell Bank
 Payments for a 5 year term are \$2,209.25 *more* with OB&T compared to NCL and \$891.35 *more* compared to Bell Bank

3) You have the option to pay off the OB&T loan at any time without penalty.

4) Doc Fee with OB&T is \$250.00, \$500.00 with NCL, & \$395 with Bell Bank



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Rezoning Requests

The Planning and Zoning Commission met on February 16 and held the public hearing about these two requests. No objections were filed for either action. The Public Hearing before the City Council must now be held. If approved, this would be your first of three readings.

The first Ordinance is #04-23, which is all of the properties in the Parkridge Phase 1, 2 and 3 subdivision which is being developed by Maryville. When the first two phases were developed there was no rezoning made from Agriculture. This action would make all the existing and final Phase 3 lots R- Single Family Residential.

The second request, Ordinance #03-23, is to go from M-2 Heavy Industrial to C-1 Highway Commercial on two 1st Ave East lots owned by the Cascade Economic Development Corporation. This will continue to move toward the goal to have the 1st Avenue main corridor a commercial area.

ORDINANCE #04-23

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
CASCADE, IOWA BY REZONING ALL LOTS IN PARKRIDGE SUBDIVISION
PHASES 1, 2 AND 3 FROM THE CURRENT ZONING DISTRICT CLASSIFICATION
A-1 AGRICULTURAL TO R-1 SINGLE FAMILY RESIDENTIAL IN THE CITY OF
CASCADE, IOWA**

WHEREAS, pursuant to the requirement of the Cascade Zoning Ordinance, the City and Maryville Family Partnership LP, Cascade, Iowa, jointly petitioned for rezoning from A-1 Agricultural to R-1 Single Family Residential in the City of Cascade for the following parcels in Phases 1, 2 and 3 of the Parkridge Subdivision:

1931481006	1931458002	1931459002	1931459008	1931484004
1931481007	1931458003	1931459003	1931459009	1931484005
1931482004	1931458004	1931459004	1931459010	1931484006
1931482005	1931458005	1931459005	1931459011	1931484007
1931482006	1931458006	1931459006	1931459012	1931484008
				1931484009
1931458001	1931459001	1931459007	1931484003	0406220019

; and,

WHEREAS, pursuant to the duly published notice in the February 8, 2023 edition of the Cascade Pioneer newspaper, the Cascade Planning & Zoning Commission held a public hearing on February 16, 2023 to review, consider and hear public comment on the rezoning request; and,

WHEREAS, pursuant to the duly published notice in the February 8, 2023 edition of the Cascade Pioneer newspaper, the Cascade City Council held a public hearing on February 27, 2023 to review, consider and hear public comment on the rezoning request; and,

WHEREAS, the Cascade Planning & Zoning Commission has approved the rezoning request and recommends to the Cascade City Council and the Cascade City Council concurs with the Planning & Zoning Commissions recommendation.

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

Section I. That the Zoning Code of the City of Cascade, Iowa, is hereby amended by rezoning parcels

1931481006	1931458002	1931459002	1931459008	1931484004
1931481007	1931458003	1931459003	1931459009	1931484005
1931482004	1931458004	1931459004	1931459010	1931484006
1931482005	1931458005	1931459005	1931459011	1931484007
1931482006	1931458006	1931459006	1931459012	1931484008
				1931484009
1931458001	1931459001	1931459007	1931484003	040620019

Cascade, Iowa, from A-1 Agricultural to R-1 Single Family Residential in the City of Cascade

Section II. The City Clerk is hereby directed to make the above change on the Official Zoning Map of the City of Cascade, publish the ordinance in the Cascade Pioneer newspaper and submit the Ordinance to the Dubuque and Jones County Recorder.

Section III. This ordinance shall take effect immediately upon publication as provided by law.

PASSED, APPROVED AND ADOPTED this 27th day of March, 2023.

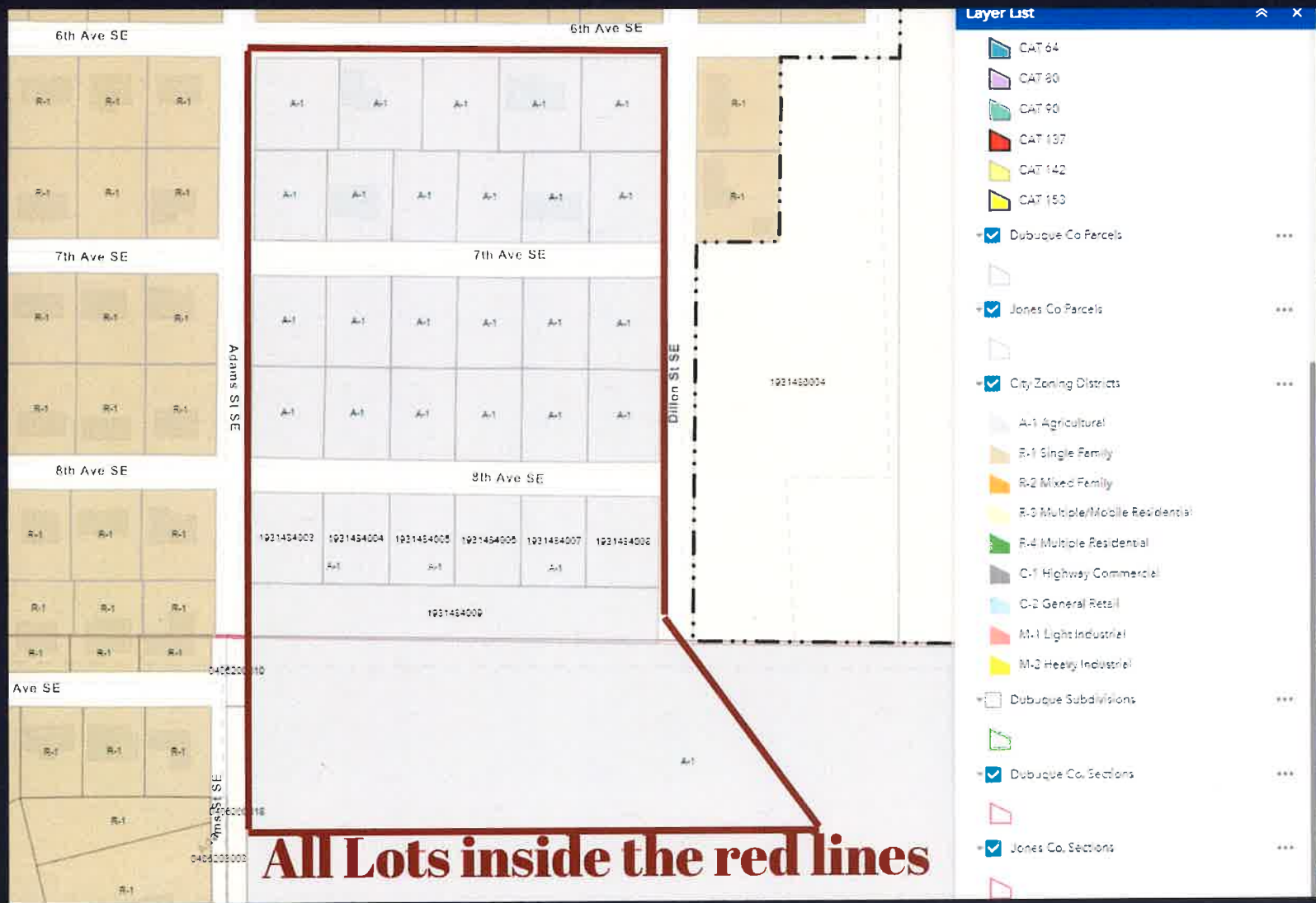
Steven Knepper, Mayor

Kathy Goerdts, City Clerk

First Reading 2/27/23, Second Reading 3/13/23 and Third Reading 3/27/23

CITY OF CASCADE

REZONING PARKRIDGE 1, 2, 3



A-1 AGRICULTURAL TO R-1 SINGLE FAMILY RESIDENTIAL

ORDINANCE #03-23

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
CASCADE, IOWA BY REZONING TWO LOTS ON FIRST AVE EAST FROM
CURRENT ZONING DISTRICT CLASSIFICATION M-2 HEAVY INDUSTRIAL TO
C-1 HIGHWAY COMMERCIAL IN THE CITY OF CASCADE, IOWA**

WHEREAS, pursuant to the requirement of the Cascade Zoning Ordinance, the owner of Parcels 1932126004, LOT 2 CASCADE INDUSTRIAL PARK and 1932126016, LOT 2 CASCADE INDUSTRIAL PARK 6TH ADD; on 1st Avenue East, Cascade, Iowa, petitioned for rezoning from M-2 Heavy Industrial to C-1 Highway Commercial in the City of Cascade; and,

WHEREAS, pursuant to the duly published notice in the February 8, 2023 edition of the Cascade Pioneer newspaper, the Cascade Planning & Zoning Commission held a public hearing on February 16, 2023 to review, consider and hear public comment on the rezoning request; and,

WHEREAS, pursuant to the duly published notice in the February 8, 2023 edition of the Cascade Pioneer newspaper, the Cascade City Council held a public hearing on February 27, 2023 to review, consider and hear public comment on the rezoning request; and,

WHEREAS, the Cascade Planning & Zoning Commission has approved the rezoning request and recommends to the Cascade City Council and the Cascade City Council concurs with the Planning & Zoning Commissions recommendation.

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

Section I. That the Zoning Code of the City of Cascade, Iowa, is hereby amended by rezoning Parcels 1932126004, LOT 2 CASCADE INDUSTRIAL PARK and 1932126016, LOT 2 CASCADE INDUSTRIAL PARK 6TH ADD; on 1st Avenue East, Cascade, Iowa, from M-2 Heavy Industrial to C-1 Highway Commercial in the City of Cascade

Section II. The City Clerk is hereby directed to make the above change on the Official Zoning Map of the City of Cascade, publish the ordinance in the Cascade Pioneer newspaper and submit the Ordinance to the Dubuque County Recorder.

Section III. This ordinance shall take effect immediately upon publication as provided by law.

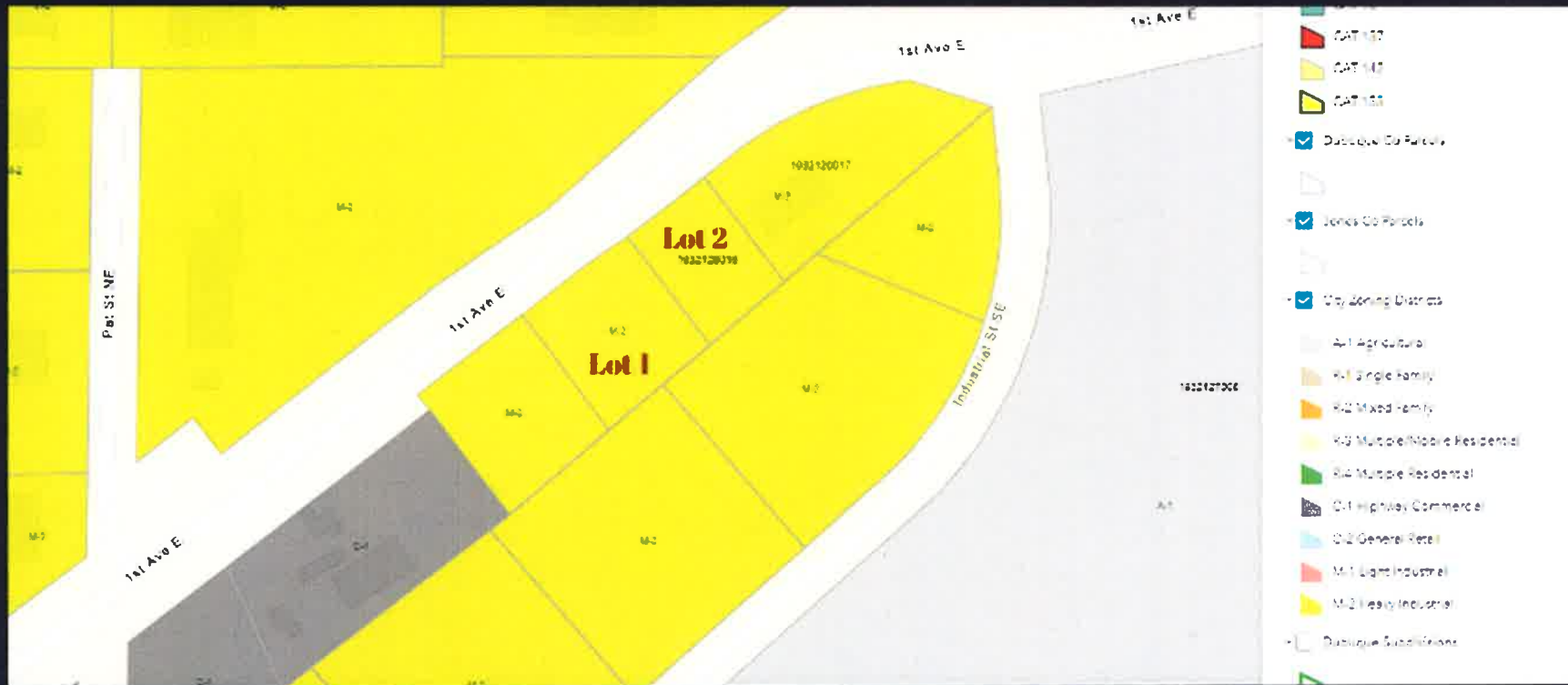
PASSED, APPROVED AND ADOPTED this 27th day of March, 2023.

Steven Knepper, Mayor

Kathy Goerd, City Clerk

First Reading 2/27/23, Second Reading 3/13/23 and Third Reading 3/27/23

CITY OF CASCADE REZONING CEDC LOTS



M2 HEAVY INDUSTRIAL TO C1 HIGHWAY COMMERCIAL



February 27, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: February 24, 2023

Re: Buchanan Street NW Alley Completion Resolution #12-23

You will recall we completed this construction project last summer using ARPA funds. Jake Deaver, from MSA, has inspected the work and is recommending accepting the work and paying the final reserve dollars in the amount of \$7,664.33. Jake will not be in attendance at the meeting, so if you have any questions please get those to me in advance.

RESOLUTION #12-23

A RESOLUTION APPROVING FINAL AND THIRD PAYMENT APPLICATION AND FINAL ACCEPTANCE OF WORK FOR THE BUCHANAN STREET NW ALLEY RECONSTRUCTION PROJECT WITH EASTERN IOWA EXCAVATING IN THE CITY OF CASCADE, IOWA

WHEREAS, Eastern Iowa Excavating and Concrete, LLC, of Cascade, Iowa, was awarded the Buchanan Street NW Alley Reconstruction Contract at a City Council Meeting on March 14, 2022 and April 11, 2022 with Resolutions #11-22 and #17-22 in the amount of \$146,901.20; and,

WHEREAS, the project included one change order with a net increase of \$6,385.43 which changed the total project cost to \$153,286.63; and,

WHEREAS, the City to date has paid \$145,622.30; and,

WHEREAS, the MSA, City Engineers, have reviewed the final payments and completed work and are recommending City Council approval for the second and final payment in the amount of \$7,664.33, see Exhibit A; and,

WHEREAS, the MSA, City Engineers, have inspected the improvements and received all lien waivers and are therefore recommending final acceptance of this work to close out the project, see Exhibits B and C.

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

SECTION 1. That Final and Payment No. 3, Buchanan Street NW Alley Reconstruction, dated November 30, 2022 in the amount of \$7,664.33 is approved.

SECTION 2. That the City Council accepts and approves all the reconstruction improvements on Buchanan Street NW Alley.

SECTION 3. That the Mayor and Clerk are hereby authorized and directed to execute the Final and Third Payment of \$7664.33 on behalf of the City of Cascade and the City Clerk shall issue payment upon approval by the City Council and execution of the Mayor.

PASSED AND APPROVED this 27th day of February, 2023.

Steven J. Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: City of Cascade
320 1st Ave. W
Cascade, IA 52033

PROJECT: Buchanan St. NW
Alley Reconstruction

APPLICATION NO: PP#3
Retainage Release

Distribution to:

FROM CONTRACTOR:
EASTERN IOWA EXCAVATING & CONCRETE
P.O. BOX 189
CASCADE, IA 52033

VIA ENGINEER: MSA

PERIOD TO: 30-Nov-22

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

PROJECT NOS: 447052

CONTRACT FOR:

CONTRACT DATE: 24-Mar-22

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

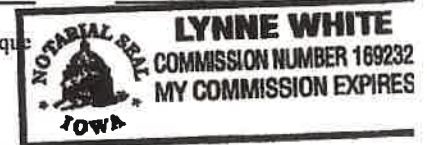
1. ORIGINAL CONTRACT SUM	\$	<u>146,901.20</u>
2. Net change by Change Orders	\$	<u>6,385.43</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>153,286.63</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>153,286.63</u>
5. RETAINAGE: (Original Contract Only)		
a. 5 % of Completed Work	\$	<u>0.00</u>
(Column D + E on G703)		
b. 0 % of Stored Material	\$	<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>153,286.63</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>145,622.30</u>
8. CURRENT PAYMENT DUE	\$	<u>7,664.33</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CONTRACTOR: EASTERN IOWA EXCAVATING & CONCRETE

By: Matt Menster

Date: 11/30/22

State of Iowa County of Dubuque
Subscribed and sworn to before me: Matt Menster
Notary Public: Lynne White
My Commission expires: 04/26/23



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 7,664.33

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: MSA

By: LR

Date: Feb 19, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$6,385.43	\$0.00
Total approved this Month (#1)		
TOTALS	\$6,385.43	\$0.00
NET CHANGES by Change Order	\$6,385.43	\$0.00

CONTRACTOR EASTERN IOWA EXCAVATING AND CONCRETE, LLC
 OWNER: City of Cascade
 PROJECT: Buchanan St NW Alley Reconstruction
 JOB #: 22-933

CONTRACT PAYMENT NO.

PAYMENT #3
 11/23/22

Retainage Release

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM				PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	PERCENT
1	Excavation, Class 10	1	LS	\$13,875.00	\$13,875.00	1	\$13,875.00		\$0.00	1.00	\$13,875.00	100%
2	Macadam, 8"	872	SY	\$8.35	\$7,281.20	872	\$7,281.20		\$0.00	872.00	\$7,281.20	100%
3	Mod Subbase, 4"	872	SY	\$5.00	\$4,360.00	872	\$4,360.00		\$0.00	872.00	\$4,360.00	100%
4	Proof Roll	1	LS	\$250.00	\$250.00	1	\$250.00		\$0.00	1.00	\$250.00	100%
5	Below Grade Excavation, Core	150	CY	\$48.25	\$7,237.50		\$0.00	0	\$0.00	0.00	\$0.00	0%
6	Replacement of Unsuitable	250	LF	\$28.85	\$7,212.50	320	\$9,232.00		\$0.00	320.00	\$9,232.00	128%
7	Sanitary Sewer, 8"	320	LF	\$53.55	\$17,136.00	320	\$17,136.00		\$0.00	320	\$17,136.00	100%
8	Sanitary Sewer Service, 4"	90	LF	\$110.00	\$9,900.00	55	\$6,050.00		\$0.00	55	\$6,050.00	61%
9	Sanitary Sewer Service Assembly	8	EA	\$365.00	\$2,920.00	5	\$1,825.00		\$0.00	5	\$1,825.00	63%
10	Manhole, SW 301	3	EA	\$4,625.00	\$13,875.00	3	\$13,875.00		\$0.00	3	\$13,875.00	100%
11	Internal Drop and Connection	1	EA	\$2,050.00	\$2,050.00	1	\$2,050.00		\$0.00	1	\$2,050.00	100%
12	Remove Manhole	4	EA	\$700.00	\$2,800.00	4	\$2,800.00		\$0.00	4	\$2,800.00	100%
13	PCC Curb and Gutter, 30"	52	LF	\$44.50	\$2,314.00	73.5	\$3,270.75		\$0.00	73.5	\$3,270.75	141%
14	PCC Drainage Swale, 5"	22	SY	\$93.25	\$2,051.50	0	\$0.00		\$0.00	0	\$0.00	0%
15	HMA Pavement, 6"	856	SY	\$44.50	\$38,092.00	952	\$42,364.00		\$0.00	952	\$42,364.00	111%
16	PCC Sidewalk, 5"	22	SY	\$83.75	\$1,842.50	21.5	\$1,800.63		\$0.00	21.5	\$1,800.63	98%
17	PCC Driveway, 6"	23	SY	\$84.25	\$1,937.75	23	\$1,937.75		\$0.00	23	\$1,937.75	100%
18	Granular Driveway	79	SY	\$12.75	\$1,007.25	79	\$1,007.25		\$0.00	79	\$1,007.25	100%
19	Detectable Warning	16	SF	\$48.00	\$784.00	16	\$784.00		\$0.00	16	\$784.00	100%
20	Traffic Control	1	LS	\$1,625.00	\$1,625.00	1	\$1,625.00		\$0.00	1	\$1,625.00	100%
21	Inlet Protection	1	EA	\$50.00	\$50.00		\$0.00		\$0.00	0	\$0.00	0%
22	Mobilization	1	LS	\$8,500.00	\$8,500.00	1	\$8,500.00		\$0.00	1	\$8,500.00	100%
TOTAL WORK COMPLETED					\$146,901.20		\$0.00		\$139,823.58			

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM				PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	PERCENT
1	Sanitary Sewer Service	50	LF	\$152.75	\$7,637.50	50	\$7,637.50		\$0.00	50	\$7,637.50	100%
2	Sewer Service Assembly	5	EA	\$414.25	\$2,071.25	5	\$2,071.25		\$0.00	5	\$2,071.25	100%
3	PCC Drainage Swale	22	SY	\$170.65	\$3,754.30	22	\$3,754.30		\$0.00	22	\$3,754.30	100%

TOTAL CHANGE ORDER WORK					\$13,463.05		\$0.00		\$13,463.05			
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TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE	\$153,286.63
Less: Amount Retained Per Contract 5%	\$0.00
Value of Stored Materials (See Attached List)	\$0.00
Less: Stored Materials Amount Retained Per Contract 5%	\$0.00
Net Amount Earned to Date	\$153,286.63
Less: Previous Amount Earned	\$145,622.30
BALANCE DUE THIS PAYMENT	\$7,664.33

23

Iowa Guide 34a

Iowa Instruction 1942-A

STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF THE WORK

PROJECT: <u>Buchanan St. NW Alley</u>	ENGINEER / <u>MSA</u>
<u>Reconstruction</u>	ARCHITECT: <u>400 Ice Harbor Dr., Suite 110</u>
	<u>Dubuque, IA 52001</u>
OWNER: <u>City of Cascade</u>	CONTRACTOR: <u>Eastern Iowa Excavating & Concrete LLC .</u>
<u>320 1st Ave. W</u>	<u>P.O. Box 189</u>
<u>Cascade, IA 52033</u>	<u>Cascade, IA 52033</u>

I, the undersigned Engineer / Architect of the above designated project, do hereby state that:

1. The construction provided for pursuant to CONTRACT DOCUMENTS including all approved amendments and Change Orders, hereafter called the WORK between the OWNER and CONTRACTOR has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the CONTRACT DOCUMENTS.
2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the WORK performed in accordance with the CONTRACT DOCUMENTS.
3. The total cost of the WORK as completed is \$153,286.63


I recommend, under the provisions of the CONTRACT DOCUMENTS, that the WORK be accepted and that the final payment be made.

Engineer / Architect

By  Date Feb 10, 2023

The CONTRACTOR shall guarantee materials and equipment furnished and construction performed by providing a PERFORMANCE BOND which shall remain in full force and effect for a period of one year from date of acceptance by OWNER.

(Note if Statement of Substantial Completion was issued then effective date of Bond is as approved by the OWNER on Statement of Substantial Completion)

Accepted By CONTRACTOR
 By 
 Title Owner
 Date 1-16-2023

Accepted BY OWNER
 By _____
 Title _____
 Date _____

(Iowa Guide 7c)

Iowa Instruction 1942-A

RELEASE OF CLAIMS

CONTRACTOR, on behalf of itself, its subsidiaries, its affiliated entities, and each of their partners, respective shareholders, directors, officers, employees, agents, and attorneys and their predecessors, successors, and assigns (collectively "CONTRACTOR") hereby waives, releases and discharges OWNER, its officers, directors, employees and agents from and all actions, causes of action, claims and liabilities of any kind which in any manner arise from, relate to or are involved by CONTRACTOR's WORK on the PROJECT as defined by the CONTRACT DOCUMENTS. The waived, released and discharged actions, causes of action, claims and liabilities shall be forever barred once CONTRACTOR accepts final payment.

CONTRACTOR

By: Eastern Iowa Excavating & Concrete LLC

Name: 
PRINT

Title: Chad Demmer

Date: 1-16-2023

OWNER

By: _____

Name: _____
PRINT

Title: _____

Date: _____

(4-7-97) SPN 508



February 27, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: February 24, 2023

Re: Interfund and Debt Transfers

As we work to finalize the FY24 budget and prepare for FY23 year end balances, I am recommending we approve the planned transfers at this time. The Resolution outlines the ones planned with two changes. The first, when the list was prepared, the plan was to have a \$75,000 debt service levy. That was changed to \$100,000 when the budget was adopted but the amount from Sales Tax was not reduced by \$25,000. Therefore the change I made was to lower the LOST amount by \$25,000 to \$203,825. The second change was that there was a number of transfers for ARPA funds. Those are all staying in Fund 111 for revenues and expenses so there is no need to transfer those funds.

RESOLUTION #13-23

A RESOLUTION AUTHORIZING THE CITY CLERK TO TRANSFER FUNDS FOR FISCAL YEAR 2023 FOR THE DEBT LEVY AND OTHER INTERNAL TRANSFERS FOR THE CITY OF CASCADE, IOWA

WHEREAS, the City Council adopted the Fiscal Year 2023 budget with a number of transfers to allocate funds for the Debt obligations and between various funds; and

WHEREAS, the City Council desires to direct the City Clerk to perform these transfers prior to final budget amendments are considered in May of 2023; and

WHEREAS, a summary of the planned transfers is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cascade, Iowa, that:

Section I. That the City Council approves the transfers to pay the debt requirements of the City of Cascade, Iowa.

Section II. That the City Council approves the transfers to move funds internally between various City Funds.

Section III. That the City Clerk is hereby authorized and directed to execute these transfers listed in Exhibit A on behalf of the City of Cascade, Iowa.

PASSED AND APPROVED this 27th day of February, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

**FY23 Transfers to Reserves, Capital Project & Debt Service Funds
FY23**

Resolution #13-23 Exhibit A

Transfer Out				Transfer In			
Fund	Department	Amount	Reason for transfer	Fund	Department	Amount	Reason for transfer
110	RUT	\$ 35,000.00	to reserve account	15	Truck Reserves	\$ 5,000.00	
				20	Street Equipment Reserves	\$ 30,000.00	
121	Local Option	\$ 203,825.00	Debt *	200	Debt Service	\$ 203,825.00	pool debt, bond fees part of street debt(\$64,175)
112	Employee Benefits	\$ 25,000.00	to general & RUT	110	RUT	\$ 8,000.00	for health ins
				1	General	\$ 17,000.00	for health ins
600	Water	\$ 5,000.00	to PSF	16	Partial Self-Funding	\$ 20,000.00	
1	General	\$ 5,000.00	to PSF				
110	RUT	\$ 5,000.00	to PSF				
610	Sewer	\$ 5,000.00	to PSF				
1	General	\$ 82,000.00	to reserve funds	12	Fire Truck Reserves	\$ 30,000.00	
				14	Fire Equipment Reserves	\$ 10,000.00	
				28	Ambulance Reseves	\$ 20,000.00	
				17	Pool Reserves	\$ 5,000.00	
				21	Library Reserve	\$ 10,000.00	
				11	Police Reserve	\$ 7,000.00	
600	Water	\$ 1,600.00	for PRV maintenance	600	Water Reserve	\$ 1,600.00	for PRV maintenance
TOTAL TRANSFERS		<u>\$ 367,425.00</u>		TOTAL TRANSFERS		<u>\$ 367,425.00</u>	

28

As adopted by Resolution #13-23

* This amount was lowered from the FY23 Budget Amount (\$228,825) As the Debt Service Tax Levy was \$100,000 instead of \$75,000, therefore this transfer was \$25,000 less
There was also a change in transfers for the ARPA Funds. No transfers are being made as all funds were deposited and spent out of Fund 111



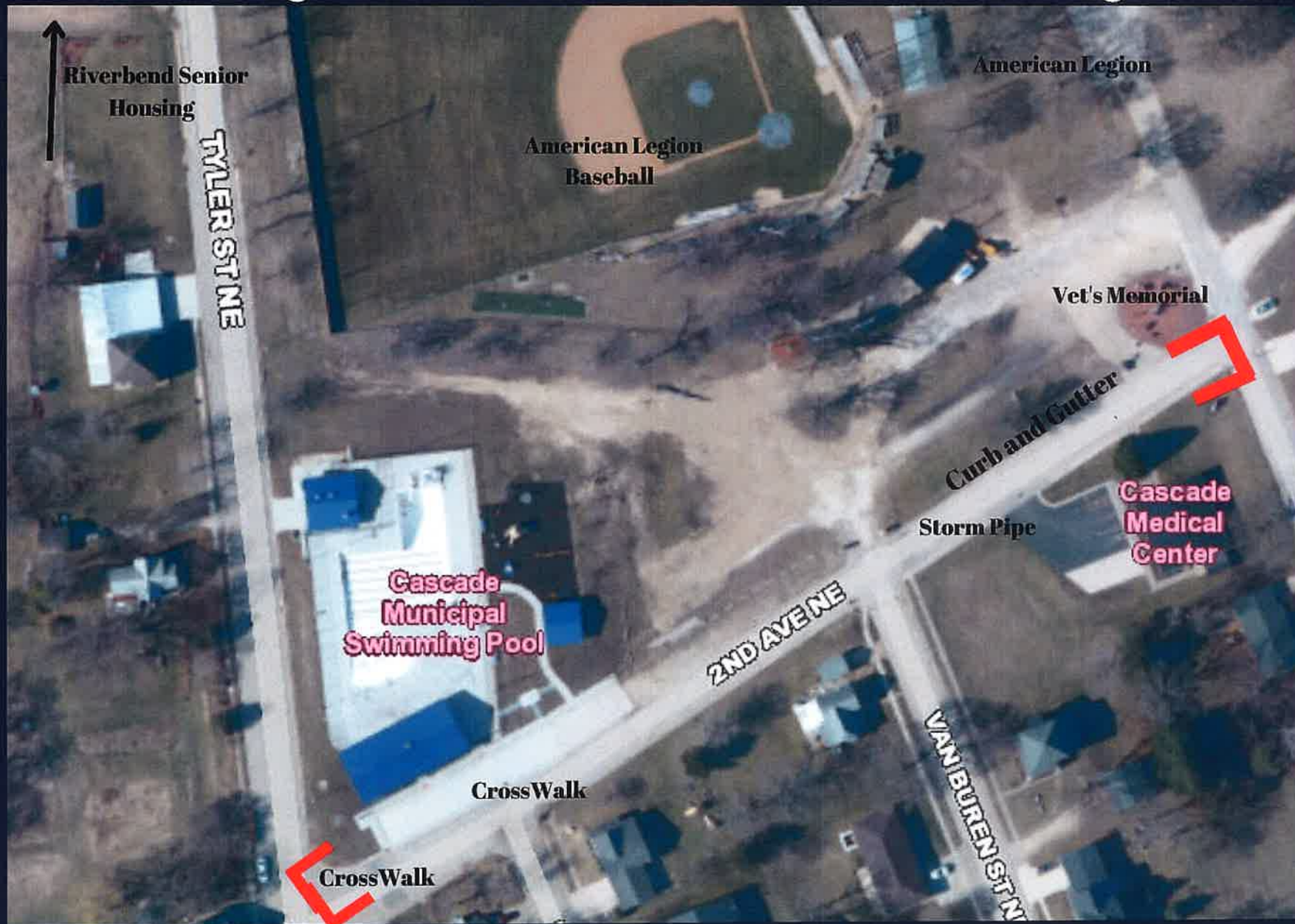
February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: RCTP Grant

The Dubuque County Supervisors allocate \$70,000 in funding to give to small community street projects. There is a scoring system used to determine the top three community projects to fund. I have attached the scoring system and believe that we have the best chance to present the project on 2nd Avenue NE from Tyler Street to Jackson Street for FY24. This would include a milling, resurfacing project, 75 feet of curb and gutter, cross walks, a manhole casting, 28 feet of storm sewer pipe, and a new catch basin, storm intake. We estimate the project to be \$50,000 to \$55,000. The two Resolutions required to be approved to submit the grant that is due March 9, are one to list the project in our priority list and two to indicate the City's amount requested and amount pledged as a match. Resolutions #14-23 and #15-23 are included in the packet along with some information about the program. We recommend requesting funding of the maximum amount \$25,000 and a pledge of \$30,000.

CITY OF CASCADE

DUBUQUE COUNTY RCTP GRANT REQUEST



RESOLUTION #14-23
**RESOLUTION ESTABLISHING PROJECT PRIORITIES FOR RURAL COUNTY
TRANSPORTATION PROGRAM APPLICATION**

RESOLUTION PROVIDING A LIST OF TRANSPORTATION PRIORITIES WITHIN THE CITY OF CASCADE FOR THE NEXT THREE YEARS THAT ARE ELIGIBLE FOR THE DUBUQUE COUNTY RURAL COUNTY TRANSPORTATION PROGRAM (RCTP) FUNDING

WHEREAS The Dubuque County Rural County Transportation Program (RCTP) is designed to help small cities implement non-federal aid transportation projects. Dubuque County awards RCTP funds to cities annually through a competitive application process; and

WHEREAS the City developed a list of priority transportation projects that need to be addressed to provide a safe and efficient transportation system; and

WHEREAS the City will be requesting RCTP funds to address these improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASDCADE IOWA, THAT:

THE PROJECTS LISTED BELOW REPRESENT THE CITY’S TOP TRANSPORTATION PRIORITIES FOR THE NEXT THREE YEARS:

NAME	LOCATION	IMPROVEMENT	REASON FOR IMPROVEMENT
2 nd Ave NE Road Improvements	2 nd Ave NE, Tyler St to Jackson St	Resurface with Millings, Curb & Gutter, Catch Basins	Poor Road Conditions
Hwy 136 Improvements	Hwy 136 South	Sidewalk improvement	Connectivity and ADA compliant sidewalks
1 st Ave Bridge Railing	1 st Ave Bridge	Replace Rail and fence	Railing and Fence are in disrepair
Coohey Trail, trailhead	Beginning of Coohey Trail	Pave sidewalk and connect to Trail	Unsafe trail connection from parking lot

THE CITY HEREBY SUPPORTS AND AUTHORIZES THE PROJECT PRIORITIES ELIGIBLE FOR FUNDING THROUGH THE RCTP FOR THE NEXT THREE YEARS

Passed, approved and adopted this February 27, 2023

Councilmember _____ offered the foregoing Resolution and moved for its adoption.

Councilmember _____ seconded the said Resolution and upon roll call the following vote was recorded:

	A Y E	N A Y
Councilmember Hosch	_____	_____
Councilmember Kelchen	_____	_____
Councilmember Rausch	_____	_____
Councilmember Oliphant	_____	_____
Councilmember Delaney	_____	_____

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

RESOLUTION #15-23

RESOLUTION AUTHORIZING THE FILING OF A DUBUQUE COUNTY RURAL COUNTY TRANSPORTATION PROGRAM (RCTP) GRANT APPLICATION TO ASSIST WITH THE FUNDING FOR THE 2ND Ave NE RECONSTRUCTION PROJECT IN THE CITY OF CASCADE, IOWA.

WHEREAS the City recognizes the need to improve the infrastructure; and

WHEREAS the City is requesting Dubuque County RCTP funding in the amount of \$25,000 in Fiscal Year 2024 to assist with the improvements; and

WHEREAS the City will be responsible for maintenance of the project for the project’s life time; and

WHEREAS the City has sufficient funds available to cover the local funding in the amount of \$30,000.

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

THE CITY HEREBY SUPPORTS AND AUTHORIZES THE GRANT APPLICATION SUBMITTAL FOR FUNDING THROUGH THE FISCAL YEAR 2024 DUBUQUE COUNTY RURAL COUNTY TRANSPORTATION PROGRAM TO ASSIST WITH THE 2ND AVE.NE RECONSTRUCTION PROJECT.

Passed, approved and adopted this February 27, 2023

Councilmember _____ offered the foregoing Resolution and moved for its adoption.

Councilmember _____ seconded the said Resolution and upon roll call the following vote was recorded:

	AYE	NAY
Councilmember Kelchen	_____	_____
Councilmember Rausch	_____	_____
Councilmember Hosch	_____	_____
Councilmember Oliphant	_____	_____
Councilmember Delaney	_____	_____

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Tree Removal

As you know the Council approved the purchase of 24 trees to use for a donation program in the City Parks. As you also know the City had a serious infestation of Emerald Ash Borer disease in the many Ash trees around the City. There are approximately 15 trees that are either dead or seriously diseased that need to be removed prior to the planting of the new trees in the Spring.

We also have approximately eight trees that are in the construction area for the new Library that need to be removed. We have a price from Kammiller Tree Service for both areas. The Park is \$11,000 and the Library site is \$5,500. I have permission from both homeowners that we can remove the trees prior to closing on the properties to accommodate getting the work done soon.

There is a Resolution prepared if the Council is willing to approve these two quotes.

RESOLUTION #16-23

A RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT TO REMOVE TREES FROM THE COMMUNITY PARK AND THE NEW LIBRARY AND COMMUNITY CENTER SITE WITH KAMMILLER TREE SERVICE IN THE CITY OF CASCADE

WHEREAS, the City has diseased and dead trees in the Community Park evaluated and a recommendation was made to remove the trees, and;

WHEREAS, the City has trees on the future site of the new library and community center that will be in the location of the future building; and,

WHEREAS, the City of Cascade received a quote from Kammiller Tree Service in the amount of \$16,500 for trees to be removed (\$11,000 Park and \$5,500 Library Community Center); and,

WHEREAS, the City desires to have the trees removed so as to prevent an damage to persons or property and be able to proceed with construction as the project advances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the hiring of Kammiller Tree Service in the amount of \$16,500 and authorizes City staff to arrange for the work to be completed.

PASSED, APPROVED AND ADOPTED this 27th day of February, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

Kammiller Tree Service

YOUR SATISFACTION IS OUR PRIORITY

2810 Highway 13 | Ryan, IA 52330
p. 563.590.5605
e. kammillerts@gmail.com

INVOICE

Payment is due 30 days
from the date of invoice.

Invoice # 094 PO# _____

Start Time _____ Break _____ End Time _____

QUANTITY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
15	Ash Removals		
5	Trims		

<u>Stump Grinding</u>	<u>Bucket Truck</u>	SUBTOTAL	11,000 ⁰⁰
Land Clearing	<u>Dump Truck</u>	TAX	
JOB DESCRIPTION		TOTAL	11,000 ⁰⁰

Thank You!

DATE _____ EMPLOYEE _____

ACCOUNT NAME City of Cascade

ADDRESS _____

PHONE # _____

SIGNATURE _____

We hereby certify that these goods were produced in compliance with the applicable requirements of sections 8, 7 & 12 of the Fair Standards Act, as amended, and of Regulations and Orders of the United States. In the event of dispute, purchaser consents to binding arbitration, and prevailing party shall be paid reasonable attorney's fees and court costs.

**Kammiller
Tree Service**

YOUR SATISFACTION IS OUR PRIORITY

2010 Highway 13 | Rylee, IA 52330
p. 563.598.5505
e. kammillerts@gmail.com

INVOICE

payment is due 30 days
from the date of invoice.

Invoice # 390 PO# _____

Start Time _____ Break _____ End Time _____

QUANTITY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
8	Tree Removal + Stump		5500

Stump Grinding

Bucket Truck

Land Clearing

Dump Truck

SUBTOTAL

TAX

TOTAL **5500**

JOB DESCRIPTION

Property Address 106 and 110
2nd Ave SW Cascade

Thank You!

Quote

DATE 2-23-23 EMPLOYEE _____

ACCOUNT NAME City of Cascade

ADDRESS 320 1st Ave W Cascade

PHONE # _____

SIGNATURE _____

We hereby certify that these goods were produced in compliance with the applicable requirements of sections 8.7 & 12 of the Fair Standards Act, as amended, and of Regulations and Orders of the United States. In the event of dispute, purchaser consents to binding arbitrations, and prevailing party shall be paid reasonable attorney's fees and court costs.



City of
CASCADE



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Parkview Homes

Last Fall the Council approved supporting the construction of the four homes above the Park hill and the application for State of Iowa Workforce Housing Tax Credits. Now that those have been approved we need to have a development agreement that specifies the \$1,000 payment per house that is required by the tax credit program. We have also met with the developers to discuss infrastructure improvements. They are in the process of hiring civil engineers to design the water, sewer, roadway and curb and gutter. Once those are prepared, Jake Deaver and staff will review them for recommendation for approval. In the packet is a Resolution and Development Agreement for the Council's consideration.

RESOLUTION #17-23

RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH CR HISTORY LLC FOR THE DEVELOPMENT OF THE FOUR PARKVIEW SINGLE FAMILY HOMES

WHEREAS, a certain development agreement (the “Agreement”) between the City and CR History House LLC (the “Company”) has been prepared, and is attached as Exhibit A, pursuant to which the Company would undertake the construction of a four new single-family homes (the “Project”); and

WHEREAS, under the Agreement, the City would provide four, one-thousand dollar payments to the Company as a requirement in the Workforce tax credit program in the State of Iowa totaling and not to exceed \$4,000; and

WHEREAS, the City Council declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

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

Section 1. The City Council hereby finds that:

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

(b) The Project will generate public gains and benefits.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the \$1,000 payments after each of the four homes occupancy permits have been issued.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement, attached as Exhibit A, has been presented to this City Council. Passed and approved the 27th day of February, 2023.

Steven Knepper, Mayor

Attest:

Kathy Goerd, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Cascade, Iowa (the “City”) and CR History House, LLC (the “Developer”) as of the 27th day of February, 2023 (the “Commencement Date”).

WHEREAS, in September 2021 the Developer purchased four single family lots located adjacent to the City’s Community Park off 6th Ave SW (Merrill’s Add Lots 1, 2, 3 and 4) in Jones County and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the lots are zoned Single-Family Residential R-1 and it is the intent of the Developer to build four single family homes that will be rental properties which is hereby “The Project”; and

WHEREAS, the Developer has applied for and received State of Iowa Workforce Housing Tax Credits; and,

WHEREAS, the Developer has requested that the City provide financial assistance in the form of a \$1,000 payment for each of the four homes for a total of \$4,000, which is also a required contribution to participate in the Workforce Housing Tax Credit Program

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project Construction and Operation. The Developer agrees to construct the Project on the Property and to maintain and use the completed Project as single-family rental properties. The Developer agrees that the construction of the Project shall minimally include the four improvements in an amount of a least \$200,000 per home. The completion of the Project shall take place no later than October 1, 2026.

2. Engineering and Public Infrastructure. The Developer is required to design, and construct where applicable, all infrastructure to include water, sewer, electric, gas, alleyway surface and curb and gutter to the City’s specifications and the design work must be completed by a civil engineer. Once the plans are complete, the City’s engineer will review these plans and approve or make recommendations for change. The fee for review is \$1,000. Once construction begins, City Ordinance requires that the City have inspections completed by City staff to assure the work is up to specifications. According to City Ordinance 6-7-15, the cost of these inspections is to be paid for by the Developer.

3. Building Permits. The Developer is required to apply for and pay the fees for all building permits for each of the four structures.

B. City's Obligations

1. **Economic Development Incentive.** The City agrees to pay \$1,000 within 30 days of the completion of each home. Completion shall be defined as the time with which an occupancy permit is issued by the City's Building inspector.

C. Administrative Provisions

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

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on October 1, 2026 or on such earlier date upon which the aggregate sum of \$4,000 in Payments has been made to the Developer.

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

CITY OF CASCADE, IOWA

By: _____
Steven Knepper, Mayor

Attest:

Kathy Goerd, City Clerk

CR History House LLC

By: _____
Jason Rogers

By: _____
Tyler McQuillen

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

0301232007
MERRILLS ADD LOT 1, BLK 66

0301232006
MERRILLS ADD LOT 2, BLK 66

0301232004
MERRILLS ADD LOT 3, BLK 66

0301232003
MERRILLS ADD LOT 4, BLK 66 & VAC UNION ST ADJ LOT 4





February 27, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: February 24, 2023

Re: Asbestos Inspection Resolution #18-23

As a City government, we are required to appropriately handle any asbestos abatement when we demo buildings. The first step is to hire a certified firm to inspect the property and give the City an evaluation on the asbestos found on the property. It would also include what measures need to be taken to abate the material. We are asking for approval to have three evaluations done. The first two are the homes we are buying for the library and community center site. The third is the garage on the City Hall site to the East of the gym. This building has deteriorated to a point that it doesn't seem to be repairable. I obtained three quotes and the lowest was from All Star Environmental for \$2,000. The other two prices were \$2,750 from Environmental Management Services of Iowa and \$2,150 from Haasco Ltd. If the City Council would like to proceed with this work, there is Resolution #18-23 drafted for consideration.

RESOLUTION #18-23

A RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH ALL STAR ENVIRONMENTAL TO INSPECT THREE PROPERTIES FOR ASBESTOS REMOVAL PRIOR TO DEMOLITION IN THE CITY OF CASCADE

WHEREAS, the City will be removing two houses prior to the construction of a new library and community center at 106 and 110 Second Avenue NW, and;

WHEREAS, the City is also considering removing the City Hall garage located on the far east side of the facility at 320 1st Avenue West due to deterioration beyond repair; and,

WHEREAS, the City of Cascade received three quotes and All Star Environmental was the lowest price at \$2,000 for all three inspections; and,

WHEREAS, the City desires to have the inspections completed so as to know what asbestos removal will be required.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the hiring of All Star Environmental in the amount of \$2,000 and authorizes City staff to arrange for the work to be completed.

PASSED, APPROVED AND ADOPTED this 27th day of February, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

PROPOSAL FROM: All Star Environmental
2622 Van Buren Street
DUBUQUE, IOWA 52001
PHONE: 563-542-2379



PROPOSAL TO: City of Cascade	PHONE:	DATE: 2-21-2023
STREET: 320 1st Ave West	563-852-3114	
ATTN: Lisa Kotter	Job #:	
CITY, STATE, ZIP: Cascade, Iowa 52033	Job Location: various	
<p>We hereby submit specifications and estimates for:</p> <p>1. Inspection for 2 homes: 106 and 110 2nd Ave SW and 1 garage connected to city hall.</p>		
<p>*WI JOBS ONLY: If awarded this project, there will be an additional notification fee, if applicable, added to the price quoted as this fee is required by the WI DNR. The fees range from \$50.00 to \$1,325.00 depending on the type of project.</p>		
<p>IL JOBS ONLY: If awarded this project, there will be an additional \$150.00 notification fee, if applicable, added to the price quoted as this fee is required by the IL EPA. Price does not nclude the cost of required air clearance samples.</p>		
<p>*SCHOOL PROJECTS ONLY: Prices do not include the cost of project management, if applicable, or air clearance samples that are required to be taken by an Independent Air Sampling Professional at the end of a school project. Schools will be billed directly by the Project Manager and/or Air Sampling Professional.</p>		
<p>All work will be performed in accordance with OSHA asbestos standard for construction industry, 29 CFR 126.1101 and USEPA I National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Asbestos Regulations, 40 CFR 61 Subpart A & M. All work will be iperformed by AHERA licensed individuals regularly engaged in asbestos removal.</p>		
<p>We propose hereby to furnish materials, equipment and labor, complete in accordance with the above specifications, for the sum of TOTAL: \$ 2,000.00</p>		
<p>Payment to be made as follows: Net 10 days from receipt of invoice/ 1.5%Past Due</p>		<p>Residential services: 100% due at start of job</p>
<p>Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.</p>		
<p>Iowa Contractors License 3123 IL Asbestos Contractor Permit 500-1913 WI Contractor Permit No. 2639450</p>		<p>Authorized Signature: </p>
<p>NOTE: This proposal may be withdrawn if not accepted within 30 days.</p>		
<p>Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.</p>		<p>Signature: _____</p>
<p>Date Accepted: _____</p>		<p>Signature: _____</p>

PROPOSAL

ENVIRONMENTAL MANAGEMENT SERVICES OF IOWA, INC.

5170 WOLFF ROAD, #2

DUBUQUE, IOWA 52002-2563

PHONE: (563) 583-0808

FAX: (563) 583-2206

PROPOSAL TO: City of Cascade Attn: Lisa Kotter, City Administrator	PHONE: (563) 320-1206 admin@citycascade.com	DATE: February 9, 2023
STREET: 320 – 1 st Avenue W.	PROJECT: Asbestos Inspections -	
CITY, STATE, ZIP: Cascade, IA 52033	CMU Garage, 320 – 1 st Ave. W., Cascade, IA; Residence, 106 – 2 nd Ave. SW, Cascade, IA; and Residence, 110 – 2 nd Ave. SW, Cascade, IA	

QUOTATION:

Environmental Management Services of Iowa (EMSI) will conduct asbestos inspections of three properties.

Upon completion of the inspections, EMSI will provide reports listing the location, description, and amount of asbestos materials identified. The reports will also include all sample results.

CMU Garage, 320 – 1 st Ave. W., Cascade, IA	\$790.00
Residence, 106 – 2 nd Ave. SW, Cascade, IA	\$980.00
Residence, 110 – 2 nd Ave. SW, Cascade, IA	\$980.00

NOTE: If during the inspection(s) vermiculite is found in the walls or attic, an additional \$225.00 per vermiculite sample may need to be added.


Payment to be made as follows: Net 10 days from receipt of invoice. 1.5% Past Due Invoices.

NOTE: If payment is not received within the terms of payment, a lien will be filed and/or other legal action will be taken.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Iowa, Illinois, and Wisconsin Licensed

Authorized Signature:



Mark Hogan, President

NOTE: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

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

Signature: _____

Date Accepted: _____

Signature: _____



P.O. Box 156

Dyersville, Iowa 52040

Phone 563-875-8300

haascoltd@yahoo.com

2/21/2023

Lisa Kotter

City Administrator

City of Cascade

Haasco Ltd.'s bid for doing NESHAPS Asbestos Inspection on the following properties is as follows:

A. 106 2nd Ave SW \$875.00

B. 110 2nd Ave SW \$875.00

C. Garage attached to City Hall \$400.00

We have provided services for asbestos inspection for the City of Cascade and in addition we have done numerous projects with the Western Dubuque Community School District since 1988.

Regardless of whether we get the bid, we can give you a list of asbestos abatement contractors who are located in this area.

Thanks

A handwritten signature in cursive script, appearing to read 'Tom Haas', is written over the printed name.

Thomas E. Haas



February 27, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: February 24, 2023

Re: Max Levy Hearing

The State now requires a City to advertise for and hold a public hearing for the Council's maximum levy intent. The advertisement only includes the levies that are not debt service. We now have until April 30 to submit the budget and are awaiting to see the new valuations in early March. The State requires the Council to adopt this max levy hearing resolution.

RESOLUTION #20-23

A RESOLUTION APPROVING THE TOTAL MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2024

WHEREAS, the City Council of the City of Cascade has considered the proposed FY24 city maximum property tax dollars for the affected levy total; and,

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published in the Cascade Pioneer on February 15, 2023 as required and posted on the City website and social media accounts; and,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 27, 2023 at 6:00p.m. at the Council Chambers at the Cascade City Hall; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cascade that the maximum property tax dollars for the affected tax levies, excluding Debt Service, for FY24 shall not exceed the following total: \$1,049,275.

Section 1. Total maximum levy for affected property tax levies: \$1,049,275 per thousand in assessed value.

Section 2. The Maximum Property Tax Dollars requested in the total maximum levy for affected property tax levies for FY24 represents an increase greater than 102% from the Maximum Property Tax dollars request for FY23.

PASSED AND APPROVED on the 27th day of February, 2023.

Councilmember _____ offered the foregoing Resolution and moved for its adoption.

Councilmember _____ seconded the said Resolution and upon roll call the following vote was recorded:

	AYE	NAY
Councilmember Oliphant	_____	_____
Councilmember Kelchen	_____	_____
Councilmember Rausch	_____	_____
Councilmember Hosch	_____	_____
Councilmember Delaney	_____	_____

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF CASCADE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/27/2023 **Meeting Time:** 06:00 PM **Meeting Location:** Cascade City Hall 320 1st Ave W Cascade Iowa 52033

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofcascade.org

City Telephone Number
 (563) 852-3114

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	117,404,076	109,226,750	109,226,750	
Tax Levies:				
Regular General	950,973	950,973	884,737	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			54,846	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS			54,846	
Other Employee Benefits	750	750	54,846	
Total Tax Levy	951,723	951,723	1,049,275	10.25
Tax Rate	8.10639	8.71328	9.60639	

Explanation of significant increases in the budget:

Liability, property and vehicle insurance costs are raising 25%. Health insurance is planned to increase 10%. A dog park is being considered in the Park Budget. City Hall gym insulation. In Public Works there is consideration of additional storm water and street repairs and a replacement of a 27 year old street sweeper.

If applicable, the above notice also available online at:

www.cityofcascade.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Claddagh Subdivision Storm Sewer Work

We received three quotes for the work we discussed at the last meeting. Gravel Grading and Excavating was the lowest price. Gravel's intent is to use Coyle Concrete and River City Asphalt as subs.

We estimate based on the prices the following costs:

Five Structures \$9,200
Curb and Gutter Concrete \$6,440
Road Patch Between Two Catch Basins \$4,750
Asphalt Around Catch Basin Areas \$2,400
ESTIMATED TOTAL: \$22,790

The prices on asphalt and concrete are quantity prices and are not exact amounts until the field work is complete.

A Resolution and the price quotes are included.

The other higher bidders were Eastern Iowa Excavating and Concrete LLC and Connolly Excavating Inc.

RESOLUTION #21-23

**RESOLUTION AWARDING WORK FOR THE CLADDAGH SUBDIVISION
STORM WATER, CONCRETE AND ASPHALT WORK**

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Cascade, Iowa, as required by law, quotes and proposals were received by this City for the Claddagh Subdivision Catch Basin, Concrete and Asphalt Patch work (the "Project"); and,

WHEREAS, all of the said quotes and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

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

Section I. The quote for the project submitted by the following contractor is fully responsive to the plans and specifications for the Project, heretofore approved by the City Council, and are the lowest responsible quote received, such bid being as follows:

Name and Address of Contractor _____

Contractor Gravel Grading and Excavating
Address PO Box 298
 Cascade IA 52033

Section II. The contract for the Project is hereby awarded to such contractor at the total estimated cost set in Exhibit A, the Quote Sheet, the final settlement to be made on the basis of unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution.

Section III. All resolutions or parts of resolutions in conflict herewith are hereby appeals to the extent of such conflict

PASSED AND APPROVED this 27th day of February, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

Quote Title: City of Cascade Catch Basin, Curb Gutter and Asphalt Spot Replacement (See attached map and catch basin specifications)

Resolution #21-23
Exhibit A

THE CITY INTENDS TO COMPLETE THIS WORK

- Location #1: Replace Top of Structure with SW #505 and 30 feet Curb Gutter and Asphalt
- Location #2: Replace Top of Structure with SW #501 and 28 feet Curb Gutter and Asphalt
- Location #3: Replace Top of Structure with SW #501 and 27 feet Curb Gutter and Asphalt
- Location #7: Replace 15'x26' patch of asphalt between structures 2 and 3

THE CITY WILL ALSO COMPLETE THESE THREE ITEMS IF BUDGETED FUNDS ALLOW

- Location #4: Replace Top of Structure with SW #501 and 26 feet Curb Gutter and Asphalt
- Location #5: 30 feet Curb and Gutter and Asphalt
- Location #6: Replace Top of Structure with SW #501 and 29 feet Curb Gutter and Asphalt

Replace the top of each box with new casting. Replace curb and gutter to the nearest joint.
Please provide a per foot price for Curb and Gutter in the event the estimated lengths are not exact.
All yards, landscape, grass must be returned to previous condition and include seeding.
The length of all Curb and Gutter and Asphalt is approximate and should be reviewed by the contractor.
All work must be completed in accordance with standard SUDAS Specifications.
Work must be completed on June 30, 2023

Location: Clauddagh Subdivision, Cascade IA

Non-Mandatory Pre-Bid Meeting: Thursday, February 16 at 10:00am, Meet at City Hall

- Quote Deadline:** Thursday, February 23rd at 1.00pm.
- Submittal Info:** Sealed quotes will be accepted at Cascade City Hall
320 1st Ave W, P.O. Box 400, Cascade, Iowa 52033
Mark on Outside of Envelope Catch Basin, Concrete Quotes
- Quote Award:** City Council Meeting – Monday, February 27th at 6:00pm.
- Contact Persons:** Lisa A. Kotter, or Phil Gehl, Public Works Director 563-852-3114
E-Mail: admin@citycascade.com
- Business Hours:** M-F, 8:30am – 4:30pm

Insurance: Contractor Awarded Bid Must Provide a Certificate of Insurance with the City as an Additional Insured

Name of Company: GRAVEL GRADING + ETC. Phone Number: 563-542-6610
Address: P.O. Box 298 CASCADE IA 52033 Email: tgravel@netins.net

Quote Amount for Three Structures at Locations #1, #2, #3 (Two SW-501 and One SW-505)
\$ 5900.00
Quote for Asphalt Patch Per Ton \$ 475.00
Per Linear Foot Price for Curb and Gutter \$ 46.00
Quote Amount for Two Structures at Locations #4, #6 (Two SW-501) \$ 3300.00

The City reserves the right to reject any and all bids.

Coyle subconcrete

Quote Title: City of Cascade Catch Basin, Curb Gutter and Asphalt Spot Replacement (See attached map and catch basin specifications)

THE CITY INTENDS TO COMPLETE THIS WORK

- Location #1: Replace Top of Structure with SW #505 and 30 feet Curb Gutter and Asphalt
- Location #2: Replace Top of Structure with SW #501 and 28 feet Curb Gutter and Asphalt
- Location #3: Replace Top of Structure with SW #501 and 27 feet Curb Gutter and Asphalt
- Location #7: Replace 15'x26' patch of asphalt between structures 2 and 3

THE CITY WILL ALSO COMPLETE THESE THREE ITEMS IF BUDGETED FUNDS ALLOW

- Location #4: Replace Top of Structure with SW #501 and 26 feet Curb Gutter and Asphalt
- Location #5: 30 feet Curb and Gutter and Asphalt
- Location #6: Replace Top of Structure with SW #501 and 29 feet Curb Gutter and Asphalt

Replace the top of each box with new casting. Replace curb and gutter to the nearest joint.
Please provide a per foot price for Curb and Gutter in the event the estimated lengths are not exact.
All yards, landscape, grass must be returned to previous condition and include seeding.
The length of all Curb and Gutter and Asphalt is approximate and should be reviewed by the contractor.
All work must be completed in accordance with standard SUDAS Specifications.
Work must be completed on June 30, 2023

Location: Clauddagh Subdivision, Cascade IA

Non-Mandatory Pre-Bid Meeting: Thursday, February 16 at 10:00am, Meet at City Hall

Quote Deadline: Thursday, February 23rd at 1.00pm.
Submittal Info: Sealed quotes will be accepted at Cascade City Hall
320 1st Ave W, P.O. Box 400, Cascade, Iowa 52033
Quote Award: Mark on Outside of Envelope Catch Basin, Concrete Quotes
City Council Meeting – Monday, February 27th at 6:00pm.
Contact Persons: Lisa A. Kotter, or Phil Gehl, Public Works Director 563-852-3114
E-Mail: admin@citycascade.com

Business Hours: M-F, 8:30am – 4:30pm

Insurance: Contractor Awarded Bid Must Provide a Certificate of Insurance with the City as an Additional Insured

Name of Company: Eastern Iowa Excavating & Concrete LLC Phone Number: 563-852-5120

Address: 121 Nixon St. SE, P.O. Box 189, Cascade, IA 52033 Email: office@easterniowaexcavating.com

Quote Amount for Three Structures at Locations #1, #2, #3 (Two SW-501 and One SW-505)
\$ 9,545.00

Quote for Asphalt Patch Per Ton \$ 825.00

Per Linear Foot Price for Curb and Gutter \$ 59.25

Quote Amount for Two Structures at Locations #4, #6 (Two SW-501) \$ 5,130.00

The City reserves the right to reject any and all bids.

Quote Title: City of Cascade Catch Basin, Curb Gutter and Asphalt Spot Replacement (See attached map and catch basin specifications)

THE CITY INTENDS TO COMPLETE THIS WORK

Location #1: Replace Top of Structure with SW #505 and 30 feet Curb Gutter and Asphalt

Location #2: Replace Top of Structure with SW #501 and 28 feet Curb Gutter and Asphalt

Location #3: Replace Top of Structure with SW #501 and 27 feet Curb Gutter and Asphalt

Location #7: Replace 15'x26' patch of asphalt between structures 2 and 3

THE CITY WILL ALSO COMPLETE THESE THREE ITEMS IF BUDGETED FUNDS ALLOW

Location #4: Replace Top of Structure with SW #501 and 26 feet Curb Gutter and Asphalt

Location #5: 30 feet Curb and Gutter and Asphalt

Location #6: Replace Top of Structure with SW #501 and 29 feet Curb Gutter and Asphalt

Replace the top of each box with new casting. Replace curb and gutter to the nearest joint.

Please provide a per foot price for Curb and Gutter in the event the estimated lengths are not exact.

All yards, landscape, grass must be returned to previous condition and include seeding.

The length of all Curb and Gutter and Asphalt is approximate and should be reviewed by the contractor.

All work must be completed in accordance with standard SUDAS Specifications.

Work must be completed on June 30, 2023

Location: Clauddagh Subdivision, Cascade IA

Non-Mandatory Pre-Bid Meeting: Thursday, February 16 at 10:00am, Meet at City Hall

Quote Deadline: Thursday, February 23rd at 1.00pm.

Submittal Info: Sealed quotes will be accepted at Cascade City Hall
320 1st Ave W, P.O. Box 400, Cascade, Iowa 52033

Quote Award: Mark on Outside of Envelope Catch Basin, Concrete Quotes
City Council Meeting – Monday, February 27th at 6:00pm.

Contact Persons: Lisa A. Kotter, or Phil Gehl, Public Works Director 563-852-3114
E-Mail: admin@citycascade.com

Business Hours: M-F, 8:30am – 4:30pm

Insurance: Contractor Awarded Bid Must Provide a Certificate of Insurance with the City as an Additional Insured

Name of Company: Connolly Excavating, Inc. Phone Number: 563-513-9772

Address: PO Box 942 Email: cei.dirt.inc@gmail.com

Quote Amount for Three Structures at Locations #1, #2, #3 (Two SW-501 and One SW-505)
\$ 14,260.00

Quote for Asphalt Patch Per Ton \$ 430.00

Per Linear Foot Price for Curb and Gutter \$ 40.00

Quote Amount for Two Structures at Locations #4, #6 (Two SW-501) \$ 9633.00

The City reserves the right to reject any and all bids.

CITY OF CASCADE

Quotes Due
Thurs., Feb 23
1:00pm



**QUOTES FOR CATCH BASIN, CURB GUTTER,
ASPHALT PATCH**



February 27, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: February 24, 2023
Re: Purchase of Three Lots

The City Council had given prior direction to negotiate with the three landowners on the top site choice on 2nd Avenue NW. The terms have been negotiated and are now presented to the City Council for final consideration. In the packet is the Resolution that lists the three parcels and the attachments are the offers to purchase.

Property One Mary CR Schmidt, Vacant Lot, \$42,500
Property Two Bruce Greenwood, 106 2nd Ave NW, \$71,500
Property Three Arlene Eisermann, 110 2nd Ave NW, \$88,000

RESOLUTION #22-23

RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY

WHEREAS, the City Council of the City of Cascade, Iowa (“City Council”), deems it necessary or desirable to purchase and acquire the real estate (“Property”) legally described as follows:

- Property #1 Vacant Land Parcel 1931351013
Lot 1 of Lot 7 in East Cascade
- Property #2 Single Family Home Parcel 1931351012, 106 2nd Ave NW
Lot 8 in East Cascade
- Property #3 Single Family Home Parcel 1931351011, 110 2nd Ave NW
Lot 9 in East Cascade

WHEREAS, the three owners of the Properties, #1 Mary CR Schmidt, #2 Bruce A. Greenwood and #3 Arlene M. Eisermann, have agreed to sell their Properties to the City of Cascade, upon the terms and conditions set forth in the Real Estate Purchase Agreements (“Purchase Agreements”), attached hereto as “Exhibit A, B and C” and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cascade, Iowa, that the purchases of the Properties, as legally described in the Recitals above, by the City of Cascade, Iowa; pursuant to the terms and conditions set forth in the attached Purchase Agreements, are hereby authorized and approved; and,

BE IT FURTHER RESOLVED, that the Mayor of the City of Cascade is hereby authorized and directed to execute this Resolution and the Purchase Agreements; to accept a Warranty Deeds on behalf of the City of Cascade, Iowa, and to execute any necessary documentation to complete the above-described transactions; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue checks for such amounts set forth in the attached Purchase Agreement, and such other reasonable amounts as may be necessary to complete this transaction.

BE IT FURTHER RESOLVED, that the law office of Locher Davis, P.C., is hereby authorized and directed to prepare any necessary documents to effectuate the above-referenced acquisitions and transfers of title to the Property.

PASSED AND APPROVED this 27th day of February, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk



RESIDENTIAL PURCHASE AGREEMENT

TO: Mary C R Schmidt (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Dubuque County, Iowa, locally known as a vacant lot at the intersection of Pierce Street SW and 2nd Ave SW, Cascade, IA 52033 and legally described as:

Lot 1 of Lot 7 in East Cascade, in Dubuque County, Iowa, according to the recorded plat of said East Cascade

Exact legal to be taken from the Abstract of Title

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$42,500.00 and the method of payment shall be as follows: \$3,000.00 with this offer to be deposited upon acceptance of this offer and held in trust by Locher & Davis, PLC as earnest money to be delivered to the SELLERS up on performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price:
 - in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.
2. **REAL ESTATE TAXES.**
 - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023).

BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.
 - C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

- A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the closing date.
- B. If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
- D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
- E. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before January 31, 2023 and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: None.

The following items shall not be included: None.

7. CONDITION OF PROPERTY.

- 1. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
- 2. Within 30 days of possession and closing of this Agreement BUYERS may, at their

sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

~~3. NEW CONSTRUCTION: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ days of acceptance of this Agreement. New construction shall have the warranties implied by law, those specifically made by suppliers of materials/appliances, and those specifically tendered by the contractor.~~

- 8. ABSTRACT AND TITLE.** SELLERS, at BUYERS expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
- 9. SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
- 10. ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: None.

(b) BUYERS may at their expense, within 30 days of possession and closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$100.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
13. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
15. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- ~~16. **APPROVAL OF COURT.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.~~
17. **REMEDIES OF THE PARTIES.**
 - A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate

the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

- B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
 - C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
- 18. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.
- 19. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
- 20. GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
- 21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- 22. ADDITIONAL PROVISIONS:**
- A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.
 - B. CLOSING COSTS. BUYERS shall be responsible for abstracting fees, transfer taxes, seller legal fees, buyer legal fees, deed recording fees, and costs of the BUYERS lender. SELLERS shall be responsible for costs associated with Section 2 regarding real estate taxes.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before DECEMBER 31, 2022, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

February 2, 2023
Accepted December __, 2022

Property taxes from today
Dated December 29, 2022. *Mike Schuster*
Randy Jaeger
Sidewalk & yard

Mary C R Schmidt
Mary C R Schmidt
2409 Queen Street
Dubuque, IA 52001
Telephone: _____

LISA KOTTER
City of Cascade
By: Lisa Kotter
320 1st Ave W
P.O. Box 400
Cascade, IA 52033
Telephone: 563-320-1206



RESIDENTIAL PURCHASE AGREEMENT

TO: Bruce A. Greenwood (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Dubuque County, Iowa, locally known as 106 2nd Ave SW, Cascade, IA 52033 and legally described as:

Lot 8 in East Cascade, in Dubuque County, Iowa, according to the recorded plat of said East Cascade

Exact legal to be taken from the Abstract of Title

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$71,500.00, which is 10% over the appraised value, and the method of payment shall be as follows: \$5,000.00 with this offer to be deposited upon acceptance of this offer and held in trust by Locher & Davis, PLC as earnest money to be delivered to the SELLERS up on performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price:
 - in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.
2. **REAL ESTATE TAXES.**
 - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023).
 - BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax

classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the closing date.

B. If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before September 1, 2023, or as described in Section 22 Additional Provisions, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: Any personal

property remaining in the property upon possession.

following items shall not be included: _____

7. CONDITION OF PROPERTY.

1. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
2. Within 30 days of possession and closing of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

~~3. NEW CONSTRUCTION: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ days of acceptance of this Agreement. New construction shall have the warranties implied by law, those specifically made by suppliers of materials/appliances, and those specifically tendered by the contractor.~~

8. **ABSTRACT AND TITLE.** SELLERS, at BUYERS expense, shall promptly obtain an abstract of title to the Property continued through 30 days prior to possession and closing of this Agreement and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
9. **SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
10. **ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action,

investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: .

(b) BUYERS may at their expense, within 30 days of possession and closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$100.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
13. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
15. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
- ~~16. **APPROVAL OF COURT.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval,~~

the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.

17. REMEDIES OF THE PARTIES.

- A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

22. ADDITIONAL PROVISIONS:

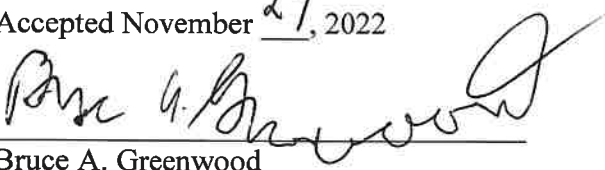
- A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall

survive closing.

- B. POSSESSION AND CLOSING. In conjunction with Section 5 regarding possession and closing, this Agreement must close and possession must be given to BUYERS by September 1, 2023 or within 30 days of Notice to BUYERS that SELLERS are ready to move out.
- C. CLOSING COSTS. BUYERS shall be responsible for abstracting fees, transfer taxes, seller legal fees, buyer legal fees, recording fees, and costs of the BUYERS lender. SELLERS shall be responsible for costs associated with Section 2 regarding real estate taxes and Section 21 and shall pay all utilities, including but not limited to electric, gas, water, and refuse, through the date of closing.
- D. MOVING CREDIT. SELLERS are eligible for a credit by BUYERS for actually incurred moving expenses not to exceed \$2,000. Application must be made to BUYERS with request for credit and all applicable receipts of moving services provided.
- E. EXTENSION OF THIS AGREEMENT. This Agreement shall only be extended in regard to the possession and closing date upon consent and approval of the BUYERS that will only be considered upon a written request by SELLERS for extension. Consent and approval of the BUYERS shall not be unreasonably withheld.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before NOVEMBER 30, 2022, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted November 29th, 2022


Bruce A. Greenwood
106 2nd Ave SW
Cascade, IA 52033
Telephone: 563 663 3733

Dated November 29, 2022.


City of Cascade
By: Lisa Kotter
320 1st Ave W
P.O. Box 400
Cascade, IA 52033
Telephone: 563 852 3114



RESIDENTIAL PURCHASE AGREEMENT

TO: Arlene M. Eisermann (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Dubuque County, Iowa, locally known as 110 2nd Ave SW, Cascade, IA 52033 and legally described as:

Lot 9 in East Cascade, in Dubuque County, Iowa, according to the recorded plat of said East Cascade

Exact legal to be taken from the Abstract of Title

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$88,000.00, which is 10% over the appraised value, and the method of payment shall be as follows: \$5,000.00 with this offer to be deposited upon acceptance of this offer and held in trust by Locher & Davis, PLC as earnest money to be delivered to the SELLERS up on performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price:
 - in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.
2. **REAL ESTATE TAXES.**
 - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023).
 - BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax

classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the closing date.

B. If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before September 1, 2023, or as described in Section 22 Additional Provisions, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: Any personal

property remaining in the property upon possession.

following items shall not be included: _____

7. CONDITION OF PROPERTY.

- A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
- B. Within 30 days of possession and closing of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

~~C. NEW CONSTRUCTION: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ days of acceptance of this Agreement. New construction shall have the warranties implied by law, those specifically made by suppliers of materials/appliances, and those specifically tendered by the contractor.~~

- 8. ABSTRACT AND TITLE.** SELLERS, at BUYERS expense, shall promptly obtain an abstract of title to the Property continued through 30 days prior to possession and closing of this Agreement and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
- 9. SURVEY.** BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
- 10. ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action,

investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: .

(b) BUYERS may at their expense, within 30 days of possession and closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$100.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
13. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.
14. **STATEMENT AS TO LIENS.** If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
15. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. **APPROVAL OF COURT.** ~~If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval,~~

the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.

17. REMEDIES OF THE PARTIES.

- A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

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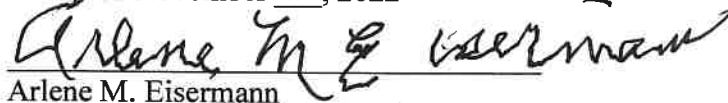
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Accepted November 27, 2022


Arlene M. Eisermann

Address:

P.O. Box 213

Cascade, IA 52033

Telephone: 563-852-3967

Dated November 28, 2022.


City of Cascade

By: Lisa Kotter

320 1st Ave W

P.O. Box 400

Cascade, IA 52033

Telephone: 563 852 3114

CITY OF CASCADE

LOTS TO PURCHASE FOR LIBRARY SITE





February 27, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: February 24, 2023

Re: Recycling

Council Member Riley Rausch has requested to discuss the idea that residents might want to move to weekly recycling, versus having it every other week. Obviously the biggest thing is it is all or nothing. We cannot have it where you can choose to have the higher level of service by household. If the Council wants to discuss it more or get citizen input, we can discuss how to get feedback.