

**CITY OF CASCADE, IOWA
COUNCIL MEETING AGENDA & PUBLIC NOTICE
Monday, July 24, 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, July 24, 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 and on Local Access Channel 18

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Public Comment (Limit 3 minutes per person-Agenda Items and Local Government Issues)**
- 6. Consent Agenda – Review and approve the following:**
 - 1. Minutes: City Council 7/10/23, Utility Board 7/20/23**
 - 2. July 24, 2023 Claims**
- 7. Open Public Hearing on Library Construction and Bidding**
- 8. Close Public Hearing**
- 9. Consideration of Resolution #62-23 Approval of the Construction Plans and Proceed to Publicly Bid the Public Library and Community Center Project**
- 10. Consideration of Resolution #64-23 Amendment #2 FEH Design Contract for Civil Engineering**
- 11. Discussion on IEDA Rural Child Care Planning Grant Application Submittal for Little Angels**
- 12. Consideration of Resolution #63-23 Approval of Social Service Agreement Cascade Economic Development Corporation FY24**
- 13. Consideration of Ordinance #08-23 Vacant Building Registration (Second of Three Readings)**
- 14. Consideration of Ordinance #09-23 Street Naming (Second of Three Readings)**
- 15. Discussion on Current Resolution 81-14 Approval of Water and Sewer Forgiveness Policy Changes**
- 16. Consideration of Ordinance #11-23 Requirement of a Tracer Wire Box Bracket for Plastic Water Service Lines (First of Three Readings)**
- 17. Consideration of Ordinance #10-23 Limitation on Garage or Rummage Sales (First of Three Readings)**
- 18. Consideration of Resolution #61-23 Approval of Library Wages FY2024**
- 19. Update on Community and Business Promotion Position Hiring and Approval of Elected Officials on the Selection Committee**
- 20. Reports – Police Chief, Library Design Committee, City Administrator**
- 21. Public Comment (Limit 3 Minutes per person-only items on this agenda)**
- 22. Adjournment**

July 10, 2023
City Council Meeting Minutes

The July 10, 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 Oliphant to approve the agenda. All Ayes. Motion carried.

No public comment.

Speakers from the floor: None.

Motion Oliphant, second Hosch to approve the consent agenda items: City Council Minutes 6/26/23 and 6/30/23, Library Board 7/5/23; July 10, 2023 claims and June 2023 Financial Reports; 5-day Liquor License for Corner Taproom. All Ayes. Motion carried.

Presentation given by Hailey Rausch, Chamber Director, regarding the possible creation of a joint Full-Time position.

Motion Oliphant, second Delaney to approve Resolution #58-23 Approval to Create a Full-Time, Jointly Funded Marketing, Promotion, Volunteer Coordinator and Progress and Create an Ad-Hoc Hiring Committee. Roll Call Vote. All Ayes. Motion carried.

Discussion took place regarding the Funding and Service Agreement for the CEDC FY24. Ken McDermott provided handouts along with Kelly Deutmeyer and Holly McPherson of ECIA.

Motion Delaney, second Oliphant to approve Ordinance #08-23 Vacant Building Registration as revised (First of Three Readings). Roll Call Vote. All Ayes. Motion carried.

Motion Oliphant, second Rausch to approve Resolution #59-23 Approval of Dubuque County Secondary Roads Agreement RCTP Funding for 2nd Ave NE (\$25,000). Roll Call Vote. All Ayes. Motion carried.

Discussion took place regarding proceeding to finalize plans and quotes for the 2nd Ave NE project. Staff was directed to proceed.

Motion Delaney, second Rausch to approve Ordinance #09-23 Street Naming (First of Three Readings). Roll Call Vote. All Ayes. Motion carried.

Discussion took place regarding the Installation of Speed Feedback Equipment – Highway 136. City Council supports the installation.

Discussion took place regarding the City Park Parking Lot Improvements At Time of Hwy 136 Reconstruction. Staff was directed to work on project estimates.

Discussion took place regarding the Change in Housing Units for 201 2nd Ave SW and Street Bump Outs on Buchanan Street and regarding the Public Parking Lot West of 201 2nd Ave SW Costs. City Council supports the change in units and further investigation on the bump outs. In addition, staff was directed to add the parking lot to the Fall 2023 Urban Renewal Plan Amendment.

Discussion on Current Resolution 81-14 Water and Sewer Forgiveness Policy Changes and Adding the One Time Lawn Watering Forgiveness to New Construction. Staff will update the Resolution for consideration at the next meeting.

Discussion on Adding the Requirement of a Tracer Wire Box Bracket for Plastic Water Service Lines. Staff will bring an updated Ordinance to the next meeting.

Discussion on Duty to Trim Trees and Dangerous, Dead and Diseased Tree Ordinance Enforcement. City Council supports enforcement of this ordinance.

Discussion on Park Rules Ordinance and Permission to Have Kegs of Beer. Staff will look at adding signage to the River Park.

Kotter provided additional information and staff updates.

No public comment.

Motion Kelchen, second Delaney adjourn at 8:09pm. All Ayes. Motion carried.

Kathy Goerd, City Clerk

Steven J. Knepper, Mayor

Meeting Minutes July 20, 2023
Cascade Municipal Utilities Board

Chairman Gross called the July 2023 regular meeting of the Cascade Municipal Utilities Board of Trustees to order on the special day & time of Thursday, July 20, 2023 at 12:00pm. Present were Trustees Barb Gross, Greg VanderLugt, Herb Manternach, Utility Manager Shontele Orr & Team Lead Matt Cooksley.

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

Motion Manternach, second by VanderLugt to approve the June 14th meeting minutes, June Financial Statements and Fund Balances, and the July bill list & claims for payment. Motion carried 3-0.

Under correspondence the board discussed the June plant summary & metrics. Motion Manternach, second VanderLugt to approve correspondence. Motion carried 3-0.

Manager/Team Lead Report discussion regarding workload and upcoming training, projects, etc.

Motion Manternach, second VanderLugt to adjourn meeting at 12:27pm. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	30.00	HOSCH INTERIORS	2,929.29
ADVANTAGE ADMINISTRATORS	43.50	I.A.M.U.	660.00
AHLERS & COONEY PC	245.00	INFRASTRUCTURE TECHNOLOGY SOLUTIONS	151.00
AT&T	14.16	IOWA ONE CALL	44.10
BARNEY OTTING	350.00	IPERS	3,961.18
CAEL MCDERMOTT	405.00	JOHN HACKE	325.00
CASCADE COMMUNICATIONS COMPANY	101.04	JOHN OBRIEN	436.58
CASCADE COMMUNICATIONS COMPANY	720.00	KEVIN MUCHOW	29.35
CASCADE LUMBER CO	700.00	KIRK SPEAR	127.72
CASCADE LUMBER CO	136.64	MADISON NATIONAL LIFE INS CO	213.88
CASCADE MUNICIPAL UTILITIES	1,751.29	MARLENE KOPPEL	100.00
CASCADE MUNICIPAL UTILITIES	824.06	MATTHEW COOKSLEY	150.00
CHANDLER WEBER	44.38	MCDERMOTT OIL CO.	722.01
CITY OF CASCADE	876.00	MISSION SQUARED	185.00
CITY OF CASCADE	3,333.00	NICHOLAS SCHULTZ	100.00
CLAYTON ENERGY CORPORATION	422.15	NICUSA - IOWA DIVISION	1,031.50
CLAYTON ENERGY CORPORATION	11,364.13	PAYROLL	9,152.93
COMELEC INTERNET SERVICES	45.00	PRM STORAGE	85.13
CUSTOM PRECAST COMPANY	160.50	RANDY LYONS	100.00
DELANEY'S PC REPAIR & RECYCLE	257.64	RICHARD NUNENBAR	55.78
DUBUQUE FIRE EQUIPMENT INC	143.40	SIMECA	93,050.80
EFTPS	2,662.34	SYDNEY HOWARD	95.87
EFTPS	2,556.52	TREASURER STATE OF IOWA	1,057.00
GARY GROSS	400.00	TREASURER STATE OF IOWA	4,637.65
GASSER FARM & HARDWARE LLC	360.64	TRISTIN MCLAUGHLIN	152.68
GORDON FLESCH COMPANY	123.80	TYLER TECHNOLOGIES INC	6,948.85
GREG OTTING	150.00	USDI	790.79
GROEBNER & ASSOCIATES INC	67.39	VISA	41.75
GROEBNER & ASSOCIATES INC	7,240.48	WELLMARK BC BS OF IOWA	3,670.41
HACAP BUSINESS OFFICE	445.84	WESCO RECEIVABLES CORP.	529.50
HERMAN BALDWIN	77.31	WOODWARD COMMUNITY MEDIA	317.69
		Total:	167,904.65
ELECTRIC REVENUE			177,165.80
GAS REVENUE			47,077.95

Secretary, Shontele Orr

Chairman, Barb Gross

CLAIMS REPORT
Vendor Checks: 7/12/2023- 7/24/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
26542	AMERICAN LEGAL PUBLISHING	JUNE 2023 S-2 EDITING		110.00		
2176884538	AT&T	AT&T ONE NET SERVICE 07012023		38.21		
84988470	BOUND TREE MEDICAL LLC	SHARPS/TRAUMA BAGS/CUFFED TRAC		457.14		
072023SWIM	BRITTANY KOPPE	SWIM LESSON REFUND		90.00		
0406	BROTHERS MARKET INC	POOL CONCESSIONS:BOMB RED WHIT	9.50			
0407	BROTHERS MARKET INC	POOL CONCESSIONS:FUN POPS	4.29			
8890	BROTHERS MARKET INC	POOL CONCESSIONS:BB BOMB RED	17.79	31.58		
162995	CASCADE LUMBER CO	LED LIGHT BULB-PARK	50.97			
835300	CASCADE LUMBER CO	BLACK PERMANENT MARKER	2.79			
835305	CASCADE LUMBER CO	SHIPPING FEES FOR BACTERICAL S	13.12			
836210	CASCADE LUMBER CO	TAPCON PHI HEAD 1/4 X 1 1/4	1.00			
839945	CASCADE LUMBER CO	DUPLICATE KEYS	5.70	73.58		
05032011	CASCADE MUNICIPAL UTILITIES	UTILITY DEPOSIT REFUND		120.00		
06234036	CASCADE PIONEER	PUBLISHING MIN/ZONING/ORDINANC	182.28			
07142023	CASCADE PIONEER	SUBSCRIPTION RENEWAL-CITY HALL	60.00	242.28		
JULY 2023	CENTRO, INC	CENTRO JULY 2023 PAYMENT		12,000.00		
1909469	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	170.32			
1911726	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	99.64	269.96		
07022023	ED GEHL	PARK PAVILION DEPOSIT REFUND		50.00		
2002078-IN	ENAQUA	UV SYSTEM/WASTEWATER		262.00		
27005	GASSER FARM & HARDWARE LLC	BULK BOLTS	.39			
27014	GASSER FARM & HARDWARE LLC	PURPLE PRIMER/CEMENT CLR HVY	26.98			
27070	GASSER FARM & HARDWARE LLC	PUMP FOR PARKS	118.99	146.36		
IN14275204	GORDON FLESCH COMPANY INC	1/2 PRINTER/COPIER SERVICE CON		123.80		
6517573	HAWKINS INC	CHLORINE/LPC-5/FREIGHT		2,044.68		
25721	HERB GREEN FORD INC	TIRE PATCH-POLICE		26.50		
072023 SWIM	HOLLY LARKINS	REFUND SWIM LESSON FEE		30.00		
28443	IAMU	QUARTER 3 2023 SAFETY TRAINING		660.00		
30783	INFRASTRUCTURE TECHNOLOGY SOL	1/2 MONTHLY SUPPORT FEE		151.00		
Q2 2022Q	IOWA DEPT OF PUBLIC SAFETY	ONLINE WARRANTS:QUARTERLY FEE		300.00		
PR20230706	IRS W/H	FED/FICA TAX		8,759.59	14016122	7/14/23
07172023	JENNY HOFFMAN	PARK PAVILION DEPOSIT REFUND		50.00		
07202023	JONES COUNTY ERT	FY24 CONTRIBUTION		2,000.00		
JULY2023 SWIM	KARA LAWLER	SWIM LESSON REFUND		30.00		
1619	KERPS SERVICE CENTER INC	FIX FLAT ON LAWN MOWER		13.13		
20334677	LIME ROCK SPRINGS CO	POOL CONCESSIONS		128.61		
209673	LYNCH DALLAS P.C.	VACANT BUILDING REGISTRATION		647.50		
1569102	MADISON NATL LIFE INS CO, INC	AUGUST 2023 PREMIUMS		381.47		
071023	MAQUOKETA VALLEY COOP	STREET LIGHT LOCATION 54320266		159.25		
227560	MEDICAL ASSOCIATES CLINIC PC	DRUG SCREEN COLLECTION		26.00		
M01023895	MERCY MEDICAL CENTER	EMS PHARMACY FEES-Q2		50.00		
PR20230706	MISSION SQUARE RETIRE-#303939	ICMA PERCENTAGE		1,229.20	65154	7/14/23
INV19371	MOBILE CITIZEN, LLC	ADV LTE TECH & MULTIBAND SUPPO	76.95			
INV19372	MOBILE CITIZEN, LLC	HOTSPOT REPLACEMENT	67.00	143.95		
R00447040.0-13	MSA PROFESSIONAL SERVICES	HWY 136 PROJECT:ENGINEERING	4,625.00			
r00447055.0-5	MSA PROFESSIONAL SERVICES	CITY ENGINEERING FEES	7,884.03	12,509.03		
561593	MYERS-COX	POOL CONCESSIONS	486.07			
562102	MYERS-COX	POOL CONCESSIONS	260.39	746.46		
3566	O.A. TECHNICAL SERVICES	WELL PLUG & ABANDONMENT		400.00		
433-219979	PARTS AUTHORITY	THREADLOCKER FOR POOL	8.67			
433-220130	PARTS AUTHORITY	TAR KETTLE OIL FILTER	16.36			
433-220218	PARTS AUTHORITY	TAR KETTLE	20.23	45.26		
JUN2023 PARK	PHILENA PEYTON	LARGE PAVILION DEPOSIT REFUND		50.00		

CLAIMS REPORT
Vendor Checks: 7/12/2023- 7/24/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
23-REIFF AUGUST	JOE OR PEG REIFF	MONTHLY RENT & REIMBURSEMENT		620.90		
1794731565	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	28.47			
2328790567	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	119.43			
445868748	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	128.13	276.03		
NATL NIGHT OUT	SHONTELE ORR	NATIONAL NIGHT OUT FACE PAINTE		325.00		
07012023	SQUARE SERVICES	JULY SQUARE MONTHLY SERVICE FE		64.20		
258568	STATE HYGIENIC LABORATORY	MUNICIPAL COL		27.00		
JUNE2023	CINDY STOLL	CLEANING SERVICES		710.00		
2020IN6483	UNITYPOINT HEALTH	2ND QUARTER EMS DRUG BOXES		180.00		
74009773172001204700	VISA	VISA CHARGES		705.94		
1357	WEBER CONSTRUCTION INC	CONSTRUCTION WORK FOR CITY		4,950.00		
231930001836	WELLMARK BC/BS OF IA	AUGUST PREMIUMS 2023		8,254.89		
Accounts Payable Total				60,710.50		
Invoices: Paid				9,988.79		
Invoices: Scheduled				50,721.71		
Payroll Checks				31,152.07		
Report Total				91,862.57		



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Proceed to Bid Library Project

This meeting will include the required public hearing to go over the final plans for the new Library. Once the hearing is complete the Council may consider accepting the final plans and direct the staff to proceed with bidding. If the plans are acceptable to the Council, there is a Resolution to consider. That is included as Resolution #62-23.

The construction documents are too large to include in the packet so I will do a transfer to you on a site called WE Transfer. We do not want to place these plans online on our website so that a contractor doesn't accidentally take this copy instead of the final official copy that would be available next week.

The FEH team will be present at this meeting.

The plan, if approved, is as follows:

Bid documents available July 28

Pre-Bid Meeting August 8 at 10:00 a.m.

Bids Due September 7 at 3:00 p.m.

Preliminary Report to Council on Bids September 11

Final Consideration of Contract Approval September 25

A second Resolution for consideration is the Amendment #2 of the FEH Contract that calls for the City to pay separately for the costs of civil engineering. Busing was the low of three firms and in total is \$16,417.50. That is included as Resolution #64-23.

RESOLUTION #62-23

RESOLUTION APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CASCADE PUBLIC LIBRARY AND TO SOLICIT BIDS FOR THE CONSTRUCTION

WHEREAS, the City Council of the City of Cascade, Iowa, heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Cascade Public Library and Community Center (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and,

WHEREAS, a hearing has been held to review the Contract Documents on July 24, 2023.

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

Section I. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the plans, specifications, and Cost Estimate approval is hereby confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section II. The Advertisement for Bids is approved and attached as Exhibit A.

Section III. The City staff, along with FEH Design team, are directed to solicit bids for this project and return to the City Council with a recommendation at the September 25, 2023 meeting.

PASSED AND APPROVED this 24th day of July, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:**1.01 THE OWNER / LIBRARY (HEREINAFTER REFERRED TO AS OWNER / LIBRARY):**

- A. City of Cascade / Cascade Public Library
- B. Address:
320 1st Ave W
Cascade, Iowa 52033

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. FEH DESIGN
- B. Address:
951 Main Street
Dubuque , IA 52001
- C. Architect's Project Number: 2021310

1.03 BIDS DUE

- A. Date: Thursday, 09-07-2023
- B. Time: Until 3:00 PM local time
- C. Location:
Cascade City Hall , Lisa Kotter
320 1st Ave W , PO Box 400
Cascade , IA 52033

1.04 NOTICE IS HEREBY GIVEN:

- A. Sealed bids for the Cascade Public Library will be received by the City of Cascade .
- B. Bids will be publicly opened by the Owner / Library and publicly read by the Owner / Library or designee, on said date and will be acted upon by the Owner / Library at such later time and place as may then be fixed. Award of the Contract shall be to the lowest responsive, responsible bidder determined on the basis of a combination of the Base Bid and selected Alternates. Neither the Owner / Library nor its agents will assume liability for the inability of the bidder to submit a bid in a timely manner. Bids received after the deadline will be rejected. Bidders bear full and complete responsibility for the timely submission of such bid. Time of receipt shall be the time recorded and determined by the Library or designee.
 - 1. Regulatory Requirements: Bidder certifies that all laws of the State of Iowa and ordinances of the City of Cascade in effect at the date of bidding shall be observed by bidder.
 - 2. Bids are anticipated to be reviewed by the Library Board of Trustees on September 25, 2023.
 - 3. Bids are anticipated to be reviewed and the project potentially awarded during the City of Cascade Council Meeting on September 25, 2023.
- C. **ALL BIDDERS ARE REQUIRED TO OBTAIN AND COMPLY WITH THE REQUIREMENTS IN THE INVITATION TO BID DOCUMENTS.**

1.05 TO: POTENTIAL BIDDERS

- A. Project: Cascade Public Library
- B. Project Scope: The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. A new Library Building including site work.
- C. Bids will be received for the following:
 - 1. General Contract, including Architectural, Structural, Mechanical, Electrical, Technology, Civil, and Plumbing .

- D. All bids shall be in accordance with Contract Documents prepared by FEH DESIGN , Which Contract Documents are made a part of this Advertisement by reference thereto.
- E. Prime Contractors can obtain two (2) sets of printed bidding documents, and Sub-Contractors can obtain one (1) set of printed bidding documents from CityBlue Technologies , 4653 44th Street , Rock Island , IL 61201 . Phone: 800.747.6500 for a plan deposit of \$50 per set. Deposit will be refunded to bidders upon return of their complete set(s) of Bidding Documents, including any Addenda, properly bound and in good condition to FEH DESIGN within 14 calendar days after opening bids. Cash deposits will not be accepted. MBI plan deposit cards are also an acceptable method for deposit for documents. When shipping/postage is required, there will be a \$20 non-refundable fee for each set of Bid Documents shipped.
- F. **Send all checks to CityBlue Technologies .**
- G. Bidding documents will be available for pickup/ordering after 07-28-2023 .
- H. Bidding documents are on file at the Architect 's Office, 951 Main Street , Dubuque , IA 52001 ; and at the following Plan Centers:
 - 1. Builders Exchange of Rochester, 108 Elton Hills Lane NW, Rochester, MN 55901
 - 2. Central Illinois Plan Room, 1620 S. 5th Street, Springfield, IL 62703
 - 3. Construct Connect, 28 N. Clark Street, Suite 450, Chicago, IL 60602
 - 4. LaCrosse Builders Exchange, 427 Gillette Street, La Crosse, WI 54603
 - 5. Master Builders of Iowa, 221 Park St., Des Moines, IA 50303
 - 6. Minnesota Builders Exchange, 1123 Glenwood Ave., Minneapolis, MN 55405
 - 7. North Iowa Builders Exchange, 15 W. State St, P. O. Box 1128, Mason City, IA 50401

The Planholder's List may be viewed on-line at www.cityblueplanroom.com.

Some plan centers may include the documents on their respective electronic sites. Check with the individual plan centers to verify.

I. BIDDING REQUIREMENTS

- 1. Each Bid shall be made on a form furnished by the Architect , and must be accompanied by a certified check or cashier's check drawn on an Iowa bank, or Bid Bond to be executed by corporation authorized to contract as a surety in the State of Iowa , in the amount equal to five percent (5%) of the amount of the Bid, made payable to the City of Cascade , Cascade , IA and may be cashed by the Owner / Library as liquidated damages in the event that the successful bidder fails to enter into a Contract and file a bond satisfactory to the Owner / Library assuring the faithful fulfillment of the Contract and maintenance of said improvements as required by the law, the provisions of this Notice and Contract Documents within (10) days after acceptance of the lowest responsive, responsible bid. All bids shall be sealed and plainly marked. Any alteration of the Bid Form may be cause for rejection of the bid.
- 2. **State Sales Tax:** This project is tax exempt. **Do Not** include State Sales Tax in any calculation of Bid totals. Contractor will be provided with IA sales tax exemption number for this project.
- 3. **In-Kind Donations:** Intent to offer an in-kind donation has been provided by local donors. Interested bidders may contact those individuals listed in the Summary specification section. In-Kind donations must be identified on the bid form and included in the base bid.

J. BIDDER'S QUALIFICATIONS

- 1. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
- 2. Bidders may qualify to submit bids or proposals, only if they are a legal entity authorized to do business in Iowa prior to submitting the bid, offer, or proposal. This applies to both in-state and out-of-state firms.

K. BASIS OF BIDS

1. The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, issued by a responsible Surety approved by the Owner / Library and shall guarantee the faithful performance of the Contract and terms and conditions therein contained and the maintenance of said improvements pursuant to the provisions of the Contract Document. Bid Security shall be made payable to City of Cascade , Cascade , IA .
2. Bid Security of two lowest Bidders will be retained until a contract has been awarded and executed, but no longer than 45 days. No Bidder may withdraw their bid within 45 days after opening of bids.
3. City of Cascade , reserves the right to reject any and all bids, re-advertise for new bids, and to waive informalities that may be in the best interest of City of Cascade .
4. The bidder shall insert the prices on the Bid Form. The prices inserted shall be net and shall be the full, delivered cost, including all factors whatsoever. No permits shall be waived with the exception of the City building permit fee. The contractor shall be responsible to pay for all required permits to accomplish the work.
5. The City of Cascade reserves the right to negotiate with the apparent low bidder to reduce the overall project cost.
6. Payment will be made by City of Cascade from cash-on-hand from such sources as may be legally available.
7. Monthly estimates will be paid to the Contractor as the work progresses in amounts equal to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month, including the actual cost (exclusive of overhead or profit to the Contractor) of materials and equipment of a permanent nature to be incorporated in the work and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. Final payment of the five percent (5%) due each Contractor will be made upon final acceptance of the work under the respective Contract by the Owner / Library , and after receipt of satisfactory evidence that all claims pertaining to such Contract have been paid in full as provided in the Contract Document for said work.
8. The work under the Contract shall be commenced on or before a date to be specified in the Contract or written Notice to Proceed of the Owner, and shall achieve Substantial Completion by 03-28-2025.
9. The successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the City of Cascade.
10. All bids will be governed by applicable provisions in the IA Code and City Policies.

L. PRE-BID MEETING/TOUR:

1. A Pre-Bid Meeting/Tour for interested bidders will be on Tuesday, 8 August 2023 at 10:00 AM local time at 320 1st Ave W, Cascade , IA 52033 in the City Hall / Council Chambers . All prospective bidders are encouraged to be present at this Pre-Bid Meeting/Tour. A walk through tour will follow.
2. Each bidder shall visit the site to familiarize themselves with conditions under which they will operate. All interested parties in attendance at the pre-bid meeting will sign the attendance form. There are no provisions for any additional dates for site visits.

M. REJECTIONS

1. The Owner / Library reserves the right to accept or reject any or all offers.

END OF SECTION

RESOLUTION #64-23

A RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENT #2 TO THE CONTRACT WITH FEH DESIGN FOR DESIGN OF THE NEW PUBLIC LIBRARY IN THE CITY OF CASCADE, IOWA

WHEREAS, the City Council has entered into an agreement with the FEH Design Team to complete the design of the new Cascade Public Library, and;

WHEREAS, the contract calls for separate fees charged to the City for civil engineering costs, and;

WHEREAS, the FEH Team hired Busing as they were the lowest cost firm; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves Amendment #2 of the FEH Design Contract, which is attached as Exhibit A, in the amount of \$16,417.50, and authorizes the City Administrator to sign the document.

PASSED, APPROVED AND ADOPTED this 8th day of May, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

 **AIA**® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Cascade Public Library

AGREEMENT INFORMATION:
Date: January 25, 2021

AMENDMENT INFORMATION:
Amendment Number: 002
Date: 2023-7-14

OWNER: *(name and address)*
City of Cascade, Iowa
320 First Avenue
Cascade, IA 52033

ARCHITECT: *(name and address)*
FEH Associates, Inc. dba FEH Design
951 Main Street
Dubuque, IA 52001

The Owner and Architect amend the Agreement as follows:

Per the owner/architect agreement, article 4.1.1.8, Civil Engineering is provided as an additional service. Per article 11.4, compensation shall be amount invoiced to the architect plus 10%. The architect received three competitive proposals for the civil engineering services. Busing was the least cost to the owner and they were selected.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The services for the Civil engineer billed to FEH Design are \$14,925. This includes up to 4 site visits. Site visits requested beyond that for the civil engineer will be charged to FEH Design at \$600 each. The amount charged to the Owner including the 10% will be \$16,417.50 for the Civil base fee and \$660 pre site visit, if required and requested beyond the four included in the base fee.

Schedule Adjustment:

no change in schedule

SIGNATURES:

FEH Design
ARCHITECT *(Firm name)*


SIGNATURE

Kevin J. Eipperle, AIA, President
PRINTED NAME AND TITLE

2023-7-14
DATE

City of Cascade
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Day Care Planning Grant Submittal

As the Council knows childcare is an issue across our nation and challenges have also hit Cascade through the Little Angels Center. There are challenges in all industries with hiring and providing top quality service. I have heard others provide comments on the challenges and as expected many have different opinions on how we have gotten to where we are today. I believe that while the service is provided by our church, it is a community wide topic of concern. To have a healthy business community, we must do what we can to provide the services that allow our adult employees to get to work with a safe place for the children to be cared for. It is easy to have ideas on how we got to the place we are at, but I would like to see how we can focus on a stronger future. The Council is aware that the Downtown Assessment that took place in January included a visit from State IEDA staff members. One of the grants that they offer to rural communities is on Child Care planning in the amount of \$10K. In the past the grant only allowed for funds to hire a firm to help market a center. However, it has now changed to feasibility and finance. I was approached by some members of the Day Care Advisory Committee on how we might help. I believe that what is good and positive for Cascade is something we can review and see where our services could help. I spoke with state IEDA staff and they advised that a Cascade childcare application would be stronger coming from the City vs the Aquin School system. There was a webinar on the grant hosted by IEDA staff that I and number of Day Care Committee members watched last Monday. There is a minimum of a \$5K match from the local community if we were to receive the \$10K. I also think our application would be strongest if we had more than just the church funding the match. I have asked that the Chamber Board consider contributing part of this match. The Day Care Committee may also reach out to others regarding matching funds. Where I would ask that the Council approve our participation is to allow me to be the grant writer and that the City submit the grant. There is one consulting firm that has been used by many in Iowa and was recommended by the IEDA staff. I arranged for a zoom call this past Friday with Heidi Schlueter the Iowa Regional Director of First Children's Finance which is a non-profit group. I invited some Day Care Committee members and Deacon Mark Otting to join. We had a productive conversation and have concluded that our best request would come from writing to hire the firm to help evaluate the center and write a business plan. We agreed on that path and the firm will be writing a proposal if they are hired to the complete this task. The grant is due August 30 so I would ask for the Council's consideration on the approval for me to join the group and write the grant. I have also asked some members of the Committee to attend our meeting.

The consulting firm's website is www.firstchildrensfinance.org

Included in the packet is information on the grant.

The header features a green background with a stylized illustration of a rural landscape. On the left, a circular inset shows a house with a sign that says 'Young'. To the right, there are faint drawings of a clock face and a map of Iowa.

RURAL CHILD CARE PLANNING GRANT GUIDELINES

Child care is a challenge across rural communities in Iowa and across the nation. However, the solutions are often more complicated than the construction of a new facility. Many factors need to be carefully analyzed to determine the feasibility for development of a child care center, expansion of an existing one or support for in-home providers. Through greater understanding of their geographic market, demographics, competition, financials, and other factors, communities can be armed with the information needed to take proactive steps towards addressing child care challenges. Funding from the programs will empower communities to assess their current child care environment and develop strategies.

The program, defined in Iowa Administrative Code, is administered by the [Center for Rural Revitalization](#), a division of the Iowa Economic Development Authority (IEDA), in consultation with the Governor's Empower Rural Iowa Initiative Task Forces.

TIMELINE

June 28, 2023 | Application Window Opens
Application available through IowaGrants.gov

July 17, 2023 | Grant Informational Webinar
[Register for the webinar](#) to be held on Monday, July 17 at 2 p.m. CT. This webinar will be recorded and posted on the grant website.

August 30, 2023 | Application Deadline
Deadline to submit an application for funding is 11:59 p.m., August 30, 2023.

October 15, 2023 | Funding Decision Notification
Applicants notified of funding decisions by October 15.

October 15, 2023 – June 30, 2025 | Funding Period
All project activities and incurred expenses must occur within the eligible contracted funding period of October 15, 2023 – June 30, 2025. Funding is awarded on a reimbursement basis after expenses have been incurred for approved project activities.



ELIGIBILITY REQUIREMENTS

Eligible Use of Funding

The program provides funding for planning initiatives addressing child care needs through a professional third-party partner.

Eligible Applicants

The following entities are eligible to apply:

- City and county governments or federally recognized tribal governments physically located in Iowa;
- Federally designated nonprofit agencies and foundations;
- Public and private schools that serve grades pre-K through 12 and are physically located in Iowa; and
- Higher education institutions located in Iowa.

The study must take place in and benefit a community in Iowa with a population of 20,000 or fewer and not contiguous to a city with a population of 40,000 or greater. If a county-wide application, the applicant must be within one of the 88 least-populous counties in Iowa. Any eligible applicant may submit an application that includes one or more partners and may apply on behalf of multiple cities or an entire county if the county is one of the 88 least-populous counties in Iowa.

Eligible Project Requirements

Requirements for Rural Child Care Planning Grant awards include, but are not limited to the following:

- Applicants must demonstrate the capacity for grants administration.
- Applications must provide 1:1/2 cash match.
- Applications must agree to contract with a professional third-party partner for completion of the market study and strategic goals.
- Applicant communities must identify the third-party organization in their application that will conduct the planning process.

FUNDING

Grant Request Amount

Grant Recipients will be awarded \$10,000.

Match Requirement

Applicants are required to demonstrate investment in the project process by providing a minimum of \$5,000 cash match. The cash match must be secured, dedicated to eligible expenses, a legitimate part of the project and be expended within the eligible funding period. Cash match constitutes actual cash contributed to direct project expenses by the applicant or other funding sources. The minimum \$5,000 match requirement may be raised through a combination of public and private sources but may not include in-kind donations of goods or services, unsecured funding or loans. Funding from state government already being used as match from another program, including other funds from the IEDA, cannot be used to meet the match requirement.

Funding Period

All project activities and incurred expenses must occur within the eligible contracted funding period of October 15, 2023 – June 30, 2025. Funding is awarded on a reimbursement basis after expenses have been incurred for approved project activities within the eligible funding period. Expenses incurred before or after the eligible funding period are not eligible for reimbursement.

Disbursement of Funds

Disbursements will be made on a reimbursement basis. Disbursement claims must be for an amount equal to or greater than \$1,000 per request. All claims must be made through IowaGrants.gov. When submitting a claim, the following items are required:

- An invoice and proof of payment.
- A status report for the claim period. Status reports must be received once a quarter. If no funds are requested, recipients should still file a status report.
- The IEDA may request additional documentation as needed.

REPORTING REQUIREMENTS

Quarterly Reports

Each quarter, the recipient must provide an update on the percentage towards completion and a narrative of the activities taken place.

Recipients shall also provide a narrative description of any deviations from the proposed timeline, tasks and objectives during the reporting period. If the reported deviations will have an impact on the remainder of the project, the recipient must also notify the program manager via email.

Final Report

- The final report will be submitted via iowaGrants.gov within 120 days of the project completion date.
- IEDA will withhold 5% of project funds until the final report is received and approved by the program manager.
- The final report shall contain the following information:
 - Executive Summary
 - Timeline of the completion of each goal or objective
 - Narrative description of grant activities undertaken to support the project
 - Narrative description of the achievements of the project
 - The benefit the end product provides or will provide
 - Narrative description of any deviation from the original budget, timeline or any grant activity

ONLINE APPLICATION SUBMISSION

Applicants must submit an application via iowaGrants.gov, an online application portal. Applications will not be accepted in any other format. Late, incomplete or ineligible applications will not be accepted. Applicants must create a login to view the full application for the program.

REVIEW PROCESS

Applications will be reviewed for completion, eligibility, and adherence to published guidelines. Eligible applications will be referred for a competitive review by a volunteer panel, including the Governor's Empower Rural Iowa Initiative Task Force members, IEDA staff, and expert professionals (grant review committee). The grant review committee reserves the right to recommend conditional funding and partial funding. Funding recommendations will be submitted by the committee to the executive director of the IEDA for consideration and approval. The applicant's authorized official will receive award notification. All funding decisions are final.

SCORING RUBRIC

Eligibility Review

Applications must demonstrate evidence of the following:

- Applicant is eligible
- Funding request meets eligible project and expense requirements
- Request includes proof of cash match
- Request includes proposal from professional third party partner
- Project duration does not exceed contract period
- Application is complete and submitted through iowaGrants.gov

Application Review

The Rural Child Care Planning Grant Scoring Rubric will be used to evaluate applications. Each section has criteria and corresponding point values to ensure a fair review process. The rubric is on a scale of 45 points.

1 – APPLICANT PROFILE: 5 points possible		
5	3	1
Applicant clearly identifies strategic priorities and appropriateness in initiating the study.	Applicant adequately identifies strategic priorities and appropriateness in initiating the study.	Applicant does not adequately identify strategic priorities and appropriateness in initiating the study.

2 – PURPOSE: 5 points possible		
5	3	1
Proposal clearly identifies the identified child care challenge as well as how this study will address the challenge and how the information will be broadly shared publicly.	Proposal adequately identifies the identified child care challenge as well as how this study will address the challenge and how the information will be shared publicly.	Proposal does not adequately identify the identified child care challenge or how the information will be shared publicly.

3 – TIMING: 5 points possible		
5	3	1
Proposal clearly identifies recent momentum, demonstrating excellent timing for completion of the market study.	Proposal identifies recent momentum, demonstrating appropriate timing for completion of the market study.	Proposal does not adequately identify recent momentum, demonstrating unappropriated timing for completion of the market study.

4 – THIRD PARTY PARTNER: 5 points possible		
5	3	1
Proposal identifies professional third party partner to complete the market study. Partner proposal demonstrates exceptional experience and clear objectives.	Proposal identifies professional third party partner to complete the market study. Partner proposal demonstrates adequate experience and objectives.	Proposal identifies professional third party partner to complete the market study. Partner proposal includes minimal information.

5 – PARTNERS: 5 points possible		
5	3	1
Proposal identifies and describes in detail the community roles of a variety of partners.	Proposal identifies and briefly describes the roles of a variety of partners.	Proposal does not adequately identify or describe the roles of partners.

6 - BUDGET: 5 points possible		
5	3	1
Project budget and intended use of funds are clear and appropriate.	Project budget and intended use of requested funds are identified and adequate.	Project budget and intended use of requested funds are unclear or inadequate.

7 – BUDGET LOCAL SUPPORT: 5 points possible		
5	3	1
Majority of the applicant match is from local, including county and city government, or private sources.	Over half of the applicant match is from local, including county and city government, or private sources.	Less than half of the applicant match is from local, including county and city government, or private sources.

8 – CASE FOR SUPPORT: 5 points possible		
5	3	1
Case for support is exemplary and merits investment from the State.	Case for support is adequate.	Case for support is inadequate or does not merit State investment.

9 - GRANTSMANSHIP: 5 points possible		
5	3	1
The application is clear, concise and well composed.	The application is clear.	Application is unclear or poorly composed.

CONTACT

Potential applicants are encouraged to review all published material and contact Rural Community Revitalization Program Manager Liesl Seibert at 515.348.6154 or rural@iowaeda.com with questions well in advance of application deadlines.



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: CEDC Funding

Included in your packet is an email from Brad Ludwig regarding funding.

I have included a draft of the social services agreement that is required if we are providing funds to the CEDC and a resolution for consideration.

I have drafted it as one of the proposals we discussed at the last meeting. We would contribute a first payment of \$10,000. A second payment will be considered up to an additional \$5,000 at a future date. I listed January 2024 as Bill Hosch suggested for the second payment review. I recommend this approach as a compromise to it not just being a reduction to a flat \$10,000, but also allows the Council more time to work with the CEDC in determining future task needs, how we can complete those and the value of those services. This is versus only determining the FY2024 payment based on history.

RESOLUTION #63-23

**A RESOLUTION APPROVING A SOCIAL SERVICE AGREEMENT BETWEEN THE CITY OF
CASCADE AND THE CASCADE ECONOMIC DEVELOPMENT CORPORATION IN ORDER
TO RECEIVE PUBLIC FUNDING**

Whereas, City of Cascade is required by Iowa Code to enter in to social service agreements with any outside organization requesting public funds from the City to provide a service for the community; and,

Whereas, the City Council is required to enter into this agreement knowing that a true service is being provided by each group that benefits the citizens of Cascade and that determination has been made for the Cascade Economic Development Corporation, and;

Whereas, the agreement outlines the expectations of the group in order to receive the allocated amount of funds set aside in the Fiscal year 2024 City of Cascade budget

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

The City Council approves a social service agreement and allocates an initial payment of \$10,000 and will determine in January 2024 if any further funds will be allocated up to an additional \$5,000 for the Cascade Economic Development Group. The Council further directs the City Administrator to prepare and have the Mayor sign the agreement on behalf of the City and execute the documents.

PASSED, APPROVED AND ADOPTED this 24th day of July, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

**CITY OF CASCADE AND CASCADE
ECONOMIC DEVELOPMENT
CORPORATION SOCIAL SERVICES
FUNDING AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Cascade Economic Development Corporation (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Cascade, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Cascade, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Cascade is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Cascade (the “Services”):

The Cascade Economic Development Corporation works to further the economic development of the City. They promote and assist in the growth and development of the business community. They work to stimulate business opportunities and development which is measured by increased employment, payrolls, assessed tax value, business volume and corresponding community benefits.

D. The City finds that the Services offered by the Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Cascade.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$10,000 (Ten-

Thousand) in September 2023. In return, Provider agrees to provide the Services to residents of Cascade as part of its ongoing operations. The Provider will be eligible to receive an additional amount up to \$5,000 after a review in January 2024 of the tasks accomplished by the Provider in the first six months of the agreement year.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Cascade, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

Cascade Economic Development Corporation, Provider

By: _____

Date of Signature: _____

City of Cascade, Iowa

By: _____

Steven Knepper, Mayor

Date of Signature: _____

Lisa Kotter

From: Ludwig,Brad W <Brad.Ludwig@edwardjones.com>
Sent: Wednesday, July 19, 2023 2:02 PM
To: undisclosed.for.privacy@edwardjones.com
Subject: Cascade Economic Development Budget Request
Attachments: CEDC 2023-2024 Budget request.docx

Mayor and City Council,

Unfortunately, several of our board members including myself and Ken will be out of town next week and will not be able to attend the Monday, July 24th Council Meeting. It is our understanding that you will be discussing the funding for the CEDC at this meeting. I have attached the budget proposal on behalf of the CEDC.

Thanks you

Brad Ludwig
Financial Advisor
Edward Jones
100 Fox St SE
Cascade, IA 52033
(563) 852-7055
www.edwardjones.com

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Mayor and City Council

We appreciated your interest in CEDC and the discussions we have had over the past couple council meetings. I believe we made a lot of progress for a better understanding of the partnership the CEDC has with the City of Cascade. With your partnership, we have been able to accomplish many things over the past 25 years past and we look forward to many more.

Our request to the City of Cascade is funding of \$20,000 for fiscal year 2023-2024. Of the \$20,000, we would designate \$2,500 to Chamber/City Employee position. Representation from CEDC Board or ECIA would be present at Council meetings on a Quarterly bases. CEDC will continue to provide the council with minutes from our monthly meetings. Like we have been in the past, we are always available to answer questions or concerns.

Thank you for your consideration

Brad Ludwig, CEDC President

CEDC Board



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Vacant Building Registration

As we have discussed in the last few months and at the last meeting, the Council is looking to adopt a vacant building registration requirement. Our City law firm drafted the ordinance. The ordinance was drafted to only address commercial and industrial buildings. The Council can consider adding residential buildings as well. This is consideration for a second reading of three if the Council wishes to proceed.

ORDINANCE NO. 08-23

**AN ORDINANCE AMENDING TITLE VI (PHYSICAL ENVIRONMENT) OF THE
CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA**

WHEREAS, the City Council of the City of Cascade, Iowa, has determined it is necessary to amend Title VI (Physical Environment) of the Code of Ordinances of the City of Cascade, Iowa (“City Code”), to remove the City’s Restricted Residence District and to add a Vacant Building Registration

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CASCADE, IOWA** as follows:

SECTION 1. TITLE VI CHAPTER 10. Title IV Chapter 10 of the City Code (Restricted Residence District) is hereby deleted in its entirety and replaced with the following:

**CHAPTER 10
VACANT BUILDING REGISTRATION**

6-10-1 Purpose

6-10-2 Definitions

6-10-3 Permit Required

6-10-4 Vacant Building Maintenance Requirements

6-10-5 Enforcement and Penalties

6-10-1 PURPOSE.

The purpose of this chapter is to identify and register vacant commercial and industrial buildings that may present a fire hazard, become an attractive nuisance, detract from private or public efforts to rehabilitate or maintain surrounding buildings, or present a hazard to the health, safety, and welfare of the public; to set forth the responsibilities of owners of vacant buildings and structures; and to encourage the rehabilitation of vacant buildings.

6-10-2 DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning. All other terms defined elsewhere in this code shall be as defined therein.

1. “Accessory Building or Structure,” a subordinate building or structure located on the same lot as an existing principal building, which is incidental and subordinate to the principal building.

2. "Actively Marketed," a vacant commercial or industrial building that displays a "For Sale" sign prominently visible to the public, and the property is listed for sale for a reasonable price on the local multiple listing service by a licensed realtor. An asking price not greater than one hundred and fifty percent (150%) of the total assessed value, as determined by the county assessor, is presumptively a "reasonable price."

3. "Boarding or Boarded," the act of securing a building from unauthorized entry by attaching boards or similar rigid materials to doors and windows, for the purpose of preventing unauthorized entry (boarding), or the result thereof (boarded).

4. "Commercial Building," a building constructed for or intended to be used by one or more property users or employees engaged in work, for which compensation is intended to be received for goods, services, entertainment, or other fungible activities, or a building where commercial or personal storage is the principal use.

5. "Form of Display," Installation and display of goods, artifacts, historic photos, items of local interest, or other items arranged in and visible through first floor display windows, to avoid the appearance of vacancy.

6. "Industrial Building," a building constructed for or intended to be used for transforming materials or substances into new products, such as assembly of component parts, manufacturing of products, or blending of materials, and including such ancillary functions such as (but not limited to) administration, storage, and showrooms.

7. "Mixed-Use Building," a commercial building that also contains a residential function, where at least thirty (30) percent of the ground floor area is dedicated to commercial functions. A mixed-use building shall be considered the same as a commercial building for the purposes of this chapter.

8. "Owner," any person, in whose name a property is titled, and any person with a recorded contract interest in the property, and any person, agent, servicing company, firm, third party, or financial institution that has an interest in the property as a result of an assignment, sale, mortgage, transfer of a mortgage, or similar instrument, or having an agreement with any one of the above for the purpose of securing and/or managing the property.

9. "Principal Building," a building within which is conducted the principal function of the lot on which the building is located.

10. "Properly Maintained," A vacant building that is maintained in accordance with the requirements of this chapter.

11. "Secured," all accessible means of ingress and egress to a vacant structure, including but not limited to all exterior doorways and windows, are locked, boarded, or otherwise obstructed so as to prevent unauthorized entry.

12. "Vacant," a building or structure that is unoccupied or unused, or a building that does not contain a lawful commercial or industrial function that is open for business or is actively operated, with the exception of holidays and seasonal businesses, and also meets one or more of the following:

- a. The building is unsecured or is secured by means other than those used in the design of the building.
- b. The building is declared a dangerous building or otherwise unfit for occupancy, as determined by the City Administrator.
- c. The building is not in compliance with the building code, fire code, or property maintenance code adopted by the City.
- d. The building has or contains nuisance, property maintenance, health and safety, or zoning violations; or
- e. The building is not receiving all public utilities necessary for occupancy.

A building that is being used strictly for storage that otherwise meets the above requirements shall be considered to be vacant, unless storage is the principal function of the building and premises and if such storage is permitted under applicable zoning.

6-10-3 PERMIT REQUIRED.

1. Applicability. The owner of any principal building or structure that is vacant shall apply for a vacant building permit within one hundred and twenty (120) days of the building becoming vacant. Any accessory building or structure on the same lot with a vacant principal building is also considered to be vacant, regardless of any use or occupancy of the accessory building or structure.

2. Exemptions. The owner of a vacant building may, in writing and prior to expiration of the one hundred and twenty (120)-day registration period, request an exemption from the requirements of this chapter, provided that the one or more of the following conditions exists:

- a. The building is under active construction/renovation and has a valid building permit, until the expiration of the longest running active building permit.
- b. The building has suffered fire damage, flood damage, damage caused by extreme weather conditions, or weakening of the structural integrity of the building resulting from an accident or other cause not of the owner's own making; provided that the owner will initiate renovation or demolition within one (1) year of the date the damage occurred and has provided a commitment to do so in writing.
- c. The building is actively marketed, as defined in this chapter; in which case the building may be exempted for a period of up to twelve (12) months from the start of vacancy, subject to the following:

- (1) The owner shall present proof of listing the property for sale to the City Administrator, according to the definitional requirements of "actively

marketed" in section 6-10-2-2, above. The City Administrator or his/her designee may request proof of continued compliance with this requirement at any time during the twelve (12) month period and may rescind the exemption if such proof is not provided.

(2) If the property is offered for sale, the City Administrator may deny this exemption if the listing price is one hundred fifty percent (150%) or greater than the assessed value of the real estate as determined by the County Assessor. However, if the owner provides either a certified appraisal or a licensed realtor's opinion of cost justifying the listing price, the exemption may be granted.

d. The owner of the building provides proof of imminent sale, rehabilitation, or otherwise lawful renovation or occupation of the building, which may occur during or after the ninety (90)-day registration period; however, to qualify for the exemption, the owner must also show that the sale, construction, or occupation will occur within one (1) year of becoming vacant. Proof shall be in the form of an executed real estate purchase agreement, construction contract, or other legally enforceable agreement or contract, any of which must remain in force until the sale, occupation, or project is complete.

e. Any commercial or industrial building or structure determined to be vital for purpose of economic development by the City Administrator.

f. Any vacant building owned by the City of Cascade.

g. An owner of a vacant building that does not qualify for an exemption under the above may request an exemption for a period of up to twelve (12) months from the provisions of this chapter by filing a written application with the City Administrator. The applicant shall present justification for the exemption and shall show proof that the need for the exemption is not due to action or inaction by the applicant or by any other party with control of the property. In determining whether a request for exemption should be granted, the City Administrator shall consider all of the following:

(1) The applicant's prior record as it pertains to the city's building code, fire code, property maintenance code, nuisance regulations, or other relevant city code violations;

(2) the amount of vacant property the applicant currently owns or controls within the City; and

(3) the length of time that the building for which the exception is sought has been vacant.

3. Application. The owner of a vacant building shall apply for a vacant building permit. A complete application shall include the following:

a. Name of the Owner and means of contacting the owner during business and non-business hours.

b. Name and contact information for any manager or other party responsible for the property other than the owner.

c. The names and addresses of all known contract and lien holders and any other party with an ownership interest in the vacant building.

d. Proof of insurance: one hundred thousand dollars (\$100,000) in general liability coverage, and fire and casualty coverage equal to no less than replacement value as determined by the insurance provider, or a minimum of fifty thousand dollars (\$50,000).

e. A Vacant Building Plan, as outlined below.

4. Vacant Building Plan. A plan for maintenance, disposal, or removal of the vacant building, in accordance with this chapter, shall accompany the permit application. The applicant shall select a Vacant Building Plan from one of the following three categories:

a. Demolition. If the vacant commercial or industrial building is to be demolished, the Vacant Building Plan shall include a proposed time frame for demolition, which shall not exceed nine (9) months in duration.

b. Secured Structure. If the vacant commercial or industrial building is expected to remain vacant, the Vacant Building Plan shall contain all of the following:

(1) A plan for fire alarm and fire protection, if required by the Fire Marshal.

(2) A plan of action to remedy any public nuisance existing in the building or on the property, within thirty (30) days of permit issuance.

(3) A lighting plan for the exterior of the building and property, walkways adjacent thereto, parking or loading areas, and nighttime illumination of areas and walkways of the building and property that may be vulnerable to vandalism or vagrancy, including a regular maintenance plan for all exterior lighting and illumination fixtures.

(4) A plan to secure the building. Boarding or other covering of windows and doors must comply with section 6-10-4-1 of this chapter.

(5) A plan to maintain the vacant commercial or industrial building and property in compliance with the Vacant Building Maintenance Standards set forth in section 6-10-4 of this chapter.

c. Rehabilitation. If the owner of the vacant building intends to return it to lawful occupancy or function, the Vacant Building Plan shall include a rehabilitation time frame for the building and property, which shall not exceed twelve (12) months. A valid building permit, or a written waiver from the City Administrator that a permit is not required, shall be obtained within three (3) months of the issuance of the Vacant Building Permit. The City Administrator may grant an extension of time upon receipt of a written statement from the owner detailing any unavoidable delays causing the need for the extension. The rehabilitation shall conform to all applicable laws and the owner shall obtain all required permits. The owner shall keep the building secured and in compliance with the Vacant Building Maintenance Standards as provided in section 6-10-4 of this chapter at all times during rehabilitation.

5. Fees. The City Council shall pass a resolution stating the amount of all fees and costs of all penalties.

a. Initial Fee. The initial fee is due at the time of initial registration of the vacant building.

b. Renewal Fee. The renewal fee is due one (1) year after issuance of the initial registration of the vacant building. The Resolution setting fees shall establish the renewal fee in an amount higher than the initial fee and shall require that the amount of the renewal fee increase each additional year a renewal is required, provided that the resolution may determine a maximum fee after a specified number of years have passed.

c. Refund.

(1) If the vacant building is occupied or otherwise brought into lawful use within three (3) months after issuance of the permit, eighty (80) percent of the fees paid for that year shall be refunded to the owner.

(2) If the vacant building is occupied or otherwise brought into lawful use more than three (3) months but less than six (6) months after issuance of the permit, fifty (50) percent of the fees paid for that year shall be refunded to the owner.

(3) No refund shall be granted if the vacant building is occupied or otherwise brought into lawful use six (6) months or more after issuance of the vacant building permit.

6. Requirements

a. Length of Registration. A registration permit shall be valid for one (1) year.

b. Renewal.

(1) If the building remains vacant on the date of expiration of the permit, the owner shall be granted a thirty (30) day grace period to renew the permit and pay required fees; however, the renewal year shall commence one day after expiration of the prior registration.

(2) The owner shall submit a new Vacant Building Plan at the time of renewal, unless the owner certifies in writing that there will be no change to the Vacant Building Plan already on file.

c. Consent to Entry. An applicant for a permit or for a renewal shall consent to the entry of the City Administrator, or his/her designee, at all reasonable hours and upon reasonable notice for the purpose of inspection. Refusal to consent to entry shall be a violation of this chapter. In addition to issuing a municipal infraction citation in the event of refusal, the City may file a complaint under oath to a court of competent jurisdiction requesting a warrant and shall complete the inspection upon issuance of a warrant by the court.

d. Consent to Emergency Inspections or Emergency Repairs. An applicant for a permit or for a renewal shall consent to the entry of the City Administrator, or his/her designee, if the City Administrator has reason to believe that an emergency exists with respect to the building or structure that creates, or tends to create, an imminent hazard to health, welfare, or safety of the public. If the City Administrator believes that such an emergency exists, then the City Administrator may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If the City Administrator finds an emergency situation exists that presents an imminent hazard to the health, welfare or safety of the general public, then the City Administrator may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs to alleviate the hazard. The owner shall pay costs incurred in the performance of emergency repairs; and if not paid by the owner, the City may place a lien against the property to recover the costs.

e. Cooperation by the Owner or Responsible Person. All owners holding a permit and responsible persons identified in a permit application shall cooperate with and facilitate inspections of the premises at reasonable times pursuant to reasonable notice. Obstructing a duly authorized inspection, including refusing entry or access to portions of the building subject to the permit, shall be a violation of this chapter. The owner shall notify the City Administrator within thirty (30) business days of any changes to the contact information of the owner or responsible person.

f. Continued Compliance. For the Vacant Building Permit to remain valid, the building or structure shall continuously comply with the filed Vacant Building Plan and the Vacant Building Maintenance Requirements of this chapter, below. Failure to maintain the building in accordance with this chapter shall be a violation of the City Code.

7. Process

a. Inspections.

(1) Upon receipt of a complete initial application or renewal application, including payment of required fees, the City Administrator or his/her designee shall schedule an inspection.

(2) The City Administrator or his/her designee shall prepare an inspection report, noting the condition of the property and any deficiencies from the requirements of this chapter. The owner shall receive a copy of the inspection report.

b. Vacant Building Permit. Upon a finding by the City Administrator that the vacant building is secure, is not hazardous, and does not present a public nuisance, the City Administrator shall issue a Vacant Building Permit.

c. If the Vacant Building Permit is denied, the City Administrator shall notify the applicant in writing of the deficiencies. The applicant shall be given a reasonable amount of time to correct deficiencies, which shall in no case extend beyond thirty (30) days, unless extended by the City Administrator. Failure to secure a valid permit shall be a violation of this chapter.

8. Appeals. Any determination of the City Administrator may be appealed to the City Council. A request for a hearing must be made in writing and delivered to the City Administrator within seven (7) working days from the date the determinations being appealed is communicated to the owner. If an appeal is not filed as set forth herein, it will be conclusively presumed that the City Administrator's determination is correct. The findings of the Council shall be conclusive.

9. Sale or Transfer. The owner may sell or transfer the permit to a new owner, who shall be subject to the Vacant Building Plan and any other conditions imposed on the permit. The new owner shall notify the City of the transfer and provide contact information for the new owner and any new management or other person responsible for maintaining or operating the property within 30 days of the transfer. Failure to notify the City of a transfer as required shall be a violation of the City Code.

6-10-4. VACANT BUILDING MAINTENANCE REQUIREMENTS.

1. Maintenance Requirements. All buildings or structures subject to the application shall be adequately protected from intrusion by trespassers and pests, and from deterioration by the weather. The building must also comply with the approved Vacant Building Plan and the following Vacant Building Maintenance Standards:

a. Building Openings. Except for downtown buildings in the Z5, Central Business zoning district, all doors, windows, areaways, and other openings shall be weathertight and secured against entry by birds, vermin, and trespassers.

b. Waste Removal. All waste, debris, rubbish, and garbage shall be removed from the interior of the building or structure and surrounding premises, on an ongoing basis.

c. Roofs. The roof and flashings shall be sound and tight, not admit moisture, or have defects that could admit moisture, rain, or roof draining, and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building. Where present, parapets shall be structurally sound and kept in good repair.

d. Drainage. The building storm drainage system shall be functional and installed in an approved manner and shall allow discharge in an approved manner.

e. Building Structure. The building shall be maintained in good repair and structurally sound. The building shall be maintained in a manner that does not pose a threat to public health, safety, or welfare.

f. Structural Members. The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.

g. Foundation Walls. The foundation walls shall be maintained structurally sound so as not to pose a threat to the public health, safety, and welfare. The foundation shall be capable of supporting the load that normal use places upon it, and shall be free from open cracks and breaks, free from leaks, and be secure from entry and infiltration by vermin.

h. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the

elements and against decay or rust by periodic applications of weather-coating materials, such as paint, stain, or similar surface treatment. Brick, stone, or other materials shall be maintained to be structurally secure.

i. Decorative Features and Appurtenances. The cornices, belt courses, corbels, terra cotta trim, decorative metal façade, wall facings and similar decorative features and appurtenances shall be safe, anchored, and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather coating materials, such as paint, stain, or similar surface treatment.

j. Overhanging Extensions. All balconies, canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, exhaust ducts, and similar features shall be in good repair, anchored, safe and sound. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather coating materials, such as paint or similar surface treatment.

k. Chimneys and Towers. Chimneys, cooling towers, smokestacks and similar features shall be structurally safe and in good repair. Exposed metal, wood, brick, stone, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials.

l. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed in accordance with the requirements of this City Code.

m. Accessory Building/Structures. Accessory buildings or structures such as garages, sheds, and fences shall be free from safety, health, and fire hazards, and shall be kept in good repair.

n. Exterior Premises. The surrounding premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, and other nuisances; shall not be used for exterior storage; and shall not pose a threat to public health, safety, or welfare.

6-10-5. ENFORCEMENT AND PENALTIES.

1. Any violation of a provision of this chapter is a municipal infraction, as provided in section 1-3-2 of this City Code, for which the City may issue a citation. Each day that the violation continues shall constitute a separate violation.

2. Abatement of Violations. The issuance of a municipal infraction citation shall not preclude the City from instituting appropriate action to restrain, correct, or abate a violation, or to prevent illegal occupancy of a structure or premises, or to stop an illegal act, conduct business, or utilization of the structure or premises.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this ___ day of _____ 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

First Reading: July 10, 2023
Second Reading:
Third Reading:
Publication:
Sent to American Legal:



July 24, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: July 22, 2023

Re: Street Name Changing Ordinance

As we discussed when we approved the Street name for Parkview Street, it was suggested that the reference to how Street, Drive, or Avenue is chosen should be removed. This was recommended partly because the current code is incorrect and second as it was deemed unnecessary to have this guidance. The draft ordinance #09-23 in the packet removes this portion of the code. It is listed as a second reading as the first reading was approved July 10.

ORDINANCE NO. 09-23

AN ORDINANCE AMENDING TITLE VII (SPECIAL ORDINANCES) OF THE CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA

WHEREAS, the City Council of the City of Cascade, Iowa, has determined it is necessary to amend Title VII (Special Ordinances) of the Code of Ordinances of the City of Cascade, Iowa (“City Code”), to remove the description of how street names such as Street, Drive or Lane are chosen below

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

SECTION 1. TITLE VII CHAPTER 9 NAMING OF STREETS. Title VII Chapter 9, Section 1, Subsection 4 of the City Code is hereby deleted in its entirety.

7-9-1 NAMING NEW STREETS.

New streets shall be assigned names in accordance with the following:

~~4. In general, streets running east and west shall be named “streets”. Streets running north and south shall be named “avenues”. Streets that loop around and exit in the same direction as they enter shall be named “courts”. Streets that end in a cul-de-sac shall be named “lanes”.~~

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this 14th day of August 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdt, City Clerk

First Reading July 10, 2023
Second Reading
Third Reading
Publication



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Water and Sewer Forgiveness

Included in the packet is a Resolution which is an updated version of Resolution #81-14 when the Council agreed to give some forgiveness for water and sewer bills.

The Section III is the added provision on new construction lawn watering which reads:

SECTION III: Each property owner that has a newly developed property may have a one-time 2 billing cycle forgiveness on the sewer portion of the bill that is excess of normal usage and is attributed to the watering of the lawn. If the property is not occupied during the first 60 days, then the amount forgiven will be usage in excess of 1,000 gallons. If the property owners have occupied the premise prior to the billing forgiveness request, and the amount of normal usage can be determined, than the excess lawn watering usage can be forgive immediately. If the property is newly occupied, the owner must pay the full sewer bill and will be given a credit when the utility has at least four months history to determine the amount of normal usage. This does not apply to additions or renovations to residential properties.

A reminder that previous forgiveness was issued when water did in fact go down the sewer which is not how the 2014 resolution was worded. Therefore, going forward we will enforce this the way it was intended.

RESOLUTION #60-23

**A RESOLUTION ADOPTING AN UPDATED WATER AND SEWER BILL
ADJUSTMENT POLICY FOR THE CITY OF CASCADE, IOWA**

WHEREAS, the City of Cascade provides water and sewer services to the citizens of Cascade; and,

WHEREAS, the City of Cascade previously adopted Resolution #81-14 outlining an adjustment policy for water and sewer bills; and,

WHEREAS, the sewer and water fees are calculated on the water usage; and,

WHEREAS, the Council has been presented with requests for a portion of a resident's water and sewer utility billings to be forgiven based on the position that not all of the water entered the sewer system or the excess water usage was due to an event outside the resident's control, such as a break or malfunction; and,

WHEREAS, the Council wants to encourage a property owner of a newly developed property an incentive to water and successfully install grass in their yard; and,

WHEREAS, the Council finds it to be necessary and appropriate to set forth a policy to which the Council and the Citizens may look to when considering a forgiveness request.

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

SECTION I: Each resident is allowed a **one-time** fifty (50) percent forgiveness on their water utility bill, not to exceed \$300. The adjustment will be calculated on the gallons in excess of their previous 12 month average.

SECTION II: Each resident is allowed a **one-time** hundred (100) percent forgiveness on their sewer utility bill, not to exceed \$300. The adjustment will be calculated on the gallons in excess of their 12 month average and only if the water did not go down the sewer system.

SECTION III: Each property owner that has a newly developed property may have a one-time 2 billing cycle forgiveness on the sewer portion of the bill that is excess of normal usage and is attributed to the watering of the lawn. If the property is not occupied during the first 60 days, then the amount forgiven will be usage in excess of 1,000 gallons. If the property owners have occupied the premise prior to the billing forgiveness request, and the amount of normal usage can be determined, than the excess lawn watering usage can be forgive immediately. If the property is newly occupied, the owner must pay the full sewer bill and will be given a credit when the utility has at least four months history to determine the amount of normal usage. This does not apply to additions or renovations to residential properties.

SECTION IV: Forgiveness on both water and sewer utility bills is allowed only if it can be verified that the excess usage was due to a break or malfunction to a relative degree of certainty.

SECTION V: A water and/or sewer forgiveness request must be submitted in writing and include the reason for the excess usage and include any supporting documentation available and approved by the City Administrator.

PASSED AND APPROVED this 24th day of July, 2023.

Steven Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk



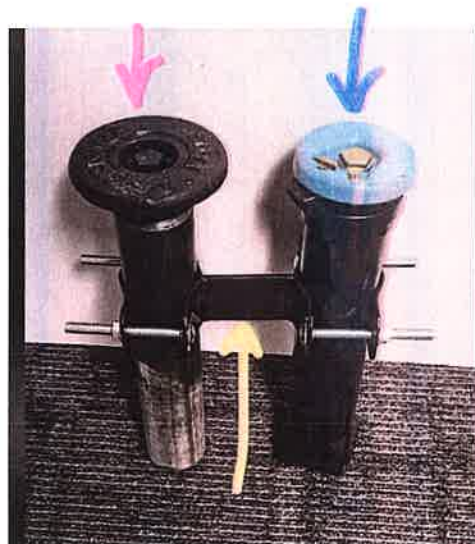
July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Tracer Wire Box

After discussion at the last meeting, I was directed to prepare the ordinance that will require a bracket be used when a tracer wire and tracer wire box is installed on plastic water service piping. The new ordinance is included in the packet with the two new sentences underlined. This would be the first of three readings.

INFO FROM JULY 10 MEETING:

The Council will recall when it was requested that we change the ordinance to allow for plastic water service lines on the portion that is on private property, we required tracer wire and a tracer wire box. We have an illustration below that shows the pink arrowing pointing to the water curb stop, which is used to shut off water to the house. The blue arrow is pointing to the tracer wire box which is how the City staff can locate a plastic pipe as the tracer wire is connected to the blue capped box. We have discovered the bracket that the yellow arrow points to. By requiring this bracket, which retails for \$80, we can assure that everything stays connected. The brackets are not as common to find in stock at suppliers. Therefore, if the City Council is willing to support the staff recommendation to require the brackets, we could get them in stock and sell them to the builders. We have curb stops that have sunk below the surface by as much as 12 inches. It will be even easier for the tracer wire box to get moved around. Therefore, this bracket will help to keep the two secure and at the surface. If the Council is supportive, we would create a draft ordinance for review on July 24.



ORDINANCE #11-23

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

**CHAPTER 6-3 UTILITIES-WATER SYSTEM SPECIFICALLY
WATER SERVICE PIPE 6-3-33**

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

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

6-3-33 WATER SERVICE PIPE. Service pipe shall be Type K copper on the portion of the service within the City Right of Way and/or between the water main and the curb stop. On the section of the service outside of the City’s right of way from the curbs stop to the building, a property owner may install Type K Copper or a plastic CTS (Copper Tube Sizing) pipe. When a plastic pipe is installed, it is also required to install a tracer wire with #12 AWG Copper Clad Steel, High Strength with minimum 450lb break load, with minimum 30 mil HDPE insulation thickness. **In addition, when a tracer wire box is installed, a City supplied bracket shall also be required to make a solid connection between the curb stop and tracer wire box. The City will charge for the cost of the bracket.** All tracer wire must be installed to City specifications. The diameter shall be 3/4-inch minimum.

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

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

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

Steven J. Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

First Reading:
Second Reading:
Third Reading:



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Garage and Yard Sale Ordinance

As Council is aware we discussed at a previous meeting creating an ordinance limiting the number of garage sales a property can have. Several communities have similar restrictions.

Included in the packet is a draft of an ordinance that will allow any house to have three per year that are no longer than three consecutive days, during daylight hours. I created this to be its own chapter in the Special Ordinances section as there was no other chapter it seemed to fit.

This would be the first of three readings.

ORDINANCE NO. 10-23

**AN ORDINANCE CREATING TITLE VII (SPECIAL ORDINANCES) CHAPTER 17
YARD AND GARAGE SALES CHAPTER OF THE CODE OF ORDINANCES OF THE
CITY OF CASCADE, IOWA**

WHEREAS, the City Council of the City of Cascade, Iowa, has determined it is necessary to create Title VII (Special Ordinances) of the Code of Ordinances of the City of Cascade, Iowa (“City Code”), to create Chapter 17 Regulations on Yard and Garage Sales

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CASCADE, IOWA** as follows:

SECTION 1. TITLE VII CHAPTER 17. Title VII Chapter 17 of the City Code Yard and Garage Sales is created with the following:

7-17-1 Yard And Garage Sales:

a. Definitions: For the purpose of this section, the following terms shall have the meanings ascribed to them in this subsection:

(1) Garage or Yard Sale: Means and includes all general sales open to the public, conducted from or on a residential premises in any residential zone, for the purpose of disposing of personal property, including, but not limited to, all sales entitled garage, lawn, yard, attic, porch, room, back yard, patio, rummage, or moving sale. This definition shall not include a situation where no more than five (5) specific items are held out for sale and all advertisement of such sale specifically names those items to be sold and may include multi-family garage sales on one residential site.

(2) Personal Property: Property which is owned, utilized, and maintained by an individual or members of his or her residence and acquired in the normal course of living in or maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.

b. Hours Of Operation: Garage sales shall be limited in time to no more than the daylight hours of three (3) consecutive days.

c. Display Of Sale Property: Personal property offered for sale may be displayed within the residence in a garage, carport, and a rear yard and/or front yard, but only in such areas. No personal property offered for sale at a garage sale shall be displayed in any public right-of-way. Only personal property shall be sold.

d. Number Of Garage Sales: No residence shall be the site of more than three (3) garage sales per calendar year. The owner and occupant of the residence whereon the garage sale is located shall be deemed to jointly control the property for purposes of this section and shall be responsible for complying with this section.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____ 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

First Reading
Second Reading
Third Reading
Publication
Sent to American Legal



July 24, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: July 22, 2023
Re: Library Wages

The Library Board has voted to allocate a 4% cost of living increase for the library employees. At the request of the auditors, this should also be approved by the City Council. In the past these wages were included in the City employee resolution of approval. However, you will recall that the Council approved the other increase earlier in the year when the FY24 budget was adopted, and the Library Board had not yet discussed the issue.

RESOLUTION #61-23

A RESOLUTION APPROVING WAGES FOR LIBRARY EMPLOYEES FOR THE FY24 FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR THE CITY OF CASCADE, IOWA

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

Section I. The following full-time and permanent part-time employees of the City of Cascade Public Library shall be given a 4% cost of living increase and shall be paid the gross wages as indicated below for the fiscal year 2024. The City’s Library Board of Trustees has met as is recommending these increases to the City Council. The new wages will begin on June 24, 2023 and ending June 30, 2024. The City Clerk will back pay the employees as the start date has since passed.

	<u>Employee Name</u>	<u>Position</u>	<u>Wage</u>
1.	Cigrand, Carol	Librarian Asst	\$12.46/hr.
2.	Johnson, Rebecca	Librarian Asst	\$12.82/hr.
3.	Kane, Melissa	Library Director	\$23.57/hr.
4.	Kremer, Joyce	Librarian Asst	\$12.11/hr.
5.	Strang, Jane	Librarian Asst	\$12.46/hr.
6.	Beechum, Mariah	Librarian Asst	\$10.92/hr
7.	Casey, Alli	Librarian Asst	\$10.92/hr

Section II. The City Clerk of the City of Cascade is hereby authorized to issue checks, less legally required or authorized deductions from the amount set out above, on the days of the payroll, and to make contributions to IPERS, Social Security and Medicare, or other purposes required by law or authorized by the City Council all subject to audit and review of the City Council.

PASSED AND APPROVED this 24th day of July, 2023.

Steven J. Knepper, Mayor

ATTEST:

Kathy, Goerdts City Clerk



July 24, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: July 22, 2023

Re: Community and Business Promotion Coordinator Hiring Update

The position has been posted and resumes are due August 4 for the first review. The ad and job description are included in the packet. The Council will need to decide which two elected officials will be included in the interviews. The intent is to conduct interviews during the day on Tuesday, August 15.

City of Cascade, IA

Community and Business Promotion Coordinator

Position Announcement

Position Objectives:

The City of Cascade in Dubuque and Jones County is seeking applicants for its first full-time Community and Business Promotion Coordinator.

About Us

The City of Cascade (population 2,386) is located in rural Dubuque and Jones Counties sitting along Highway 151, 25 miles Southwest of Dubuque. The City of Cascade operates under a City Administrator form of government with a Mayor and five City Council members. The Chamber of Commerce has a seven-member Board of Directors. The City and Utility have 14 full-time employees and a number of part time employees as well.

Duties and Responsibilities:

The successful candidate will report to the City Administrator, in addition to working collaboratively with the Chamber of Commerce Board as their Executive Director. This position was created to assist with the promotion and marketing of all happenings in the community through print, video, website and social media. In addition, there is an expectation to coordinate community and chamber events and recruit and serve business members. The Coordinator will develop a volunteer database and organize the efforts of all volunteers and publish a community calendar.

The ideal candidate will possess a high level of integrity, strong organizational and problem-solving skills, and the ability to maintain professional and courteous relationships and interactions with elected officials, Board Members, City staff, and business and community members. Regular hours are M-F 8:00am-4:30pm, and will include a few evening meetings per month, as well as evening and weekend hours during community events.

Minimum Requirements:

Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying and considered. However, an ideal candidate would have a Bachelor's degree in marketing, public relations, hospitality, or related field and at least three years' experience in hospitality sales, business development, event coordination, or other tourism related work experience. This position requires a valid Iowa Driver's license.

Benefits:

The City provides a comprehensive benefits package. The position will be salaried with a maximum starting salary of \$50,000, depending on qualifications.

More Information:

An application and complete job description and qualifications can be found at cityofcascade.org.

Interested professionals should submit their resume, application and cover letter by email to City Administrator Lisa A. Kotter at admin@citycascade.com

The position is open until filled but the first review of resumes will take place on Friday, August 4 at 2:00 p.m..

All questions should be directed to Lisa A. Kotter, City Administrator.

COMMUNITY AND BUSINESS PROMOTION COORDINATOR

Position: Community and Business
Promotion Coordinator

Reports to: City Administrator who
will coordinate with the
Chamber Board of Directors

Department: Administration

**Approval
Date:** July 2023

FLSA Status: Salaried, Exempt

Position Summary

Performs a variety of promotion and event coordination duties, social media and communications.

Plans, coordinates and implements special events and other meetings, conferences and special projects to attract people and businesses to the City of Cascade.

Acts as Chief Executive Officer of the Chamber and is responsible for the full range of Chamber services, events and overseeing the daily operations of the Chamber. Responsibilities include, but are not limited to, implementation of the Chamber Strategic Plan; community outreach; service and promotion; and maintenance of membership.

Acts as an advocate for local business and supports the needs of existing businesses and assists in the recruitment of new businesses.

Coordinates Chamber member recruitment and retention

Publishes a monthly newsletter; communication with members via all social media outlets and the Chamber website that features local business news and a membership directory; maintaining a membership database; providing marketing and event support; attending and providing support for monthly board meetings; visiting and reporting on business members; and other administrative duties commonly associated with chambers of commerce and assigned by the Chamber Board of Directors.

Coordinates the production and publication of City publications both written and electronic.

Effectively negotiates terms and conditions with event venues and partners to meet service expectations and ensures appropriate expense management.

Handles all aspects of event management, including venue selection, audio visual arrangement, and food and beverage, in conjunction with activities and other operational logistics.

Develops a daily/weekly/annual marketing activity calendar.

Develops and oversees mechanisms to measure the success and continuously improve the quality of the City and Chamber's marketing, advertising, programs and strategies.

Develops and recommends new marketing methods and enhancements to better achieve City goals; includes marketing City services to citizens, community groups and other external organizations that help maintain a visible and positive image for the City.

Develops and recommends new marketing methods and enhancements to better achieve Chamber goals; includes marketing Chamber services to the business community and other external organizations that help maintain a visible and positive image for the Chamber.

Develops ideas and opportunities for publications, presentations, events, and other public relations activities that promote awareness of the City and its services.

Plans, organizes and disseminates timely and accurate information and promote awareness of City operations, services, programs, projects, events and issues to key audiences as identified by the City.

Coordinates social media presence with the City Administrator.

Coordinates and maintains community calendar that encompasses City, Chamber, Civic Group and Youth Group events.

Maintains a community volunteer database and educates and informs citizens on the volunteer opportunities available, as well as coordinates with groups that are need of volunteers.

Prepares written reports as required on content reach, media tracking, civic engagement measurement, and other research findings.

Assists in the development and maintenance of departmental and Chamber web pages.

Organizes and maintains video and photographic library, taking photographs and videos in the field and/or making arrangements with others with the required expertise.

Attends monthly Chamber of Commerce Board and Committee meetings and Cascade Economic Development Meetings and City Council meetings as needed.

Skill/Ability

Communicate clearly and concisely, orally and in writing, and to maintain effective working relationships with superiors, Chamber Board members, Chamber members, volunteers, other employees, city elected and appointed officials and the general public.

Use sound judgment and professional methods to provide expertise, advice and assistance to internal and external customers; act with political awareness and tact. Promptly respond to requests and inquiries from the general public, other governmental entities, internal staff and businesses. Use office computer applications (word processing, email, presentations, website production and calendar) in a proficient manner. Be able to use design software such as CANVA or other similar programs. Work independently as both a leader and a member of the team.

Minimum Training and Experience Required to Perform Essential Job Functions

Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying and considered. However, an ideal candidate would have a Bachelor's degree in marketing, public relations, hospitality, or related field and at least three years' experience in hospitality sales, business development, event coordination, or other tourism related work experience. The City will consider a candidate with any Bachelor's degree

We are looking for a high energy individual with strong organizational skills, effective communication skills, and a positive attitude.

Hours of Work

Monday to Friday 8:30 am to 4:30 pm

A few evening meetings each month

Evening and Weekend hours during community events