

**CITY OF CASCADE, IOWA  
CITY COUNCIL MEETING AGENDA & PUBLIC NOTICE**

**Monday, February 3, 2025, 5:00 P.M**

**\*\*NOTICE NEW TIME\*\***

**CITY HALL, 320 1<sup>ST</sup> AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 5:00 PM on Monday, February 3, 2025 at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at [www.cityofcascade.org](http://www.cityofcascade.org) and Facebook Live

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. **City Council Minutes 1/13/25**
  2. **Cascade Library Board Minutes 1/14/25**
  3. **Cascade Economic Development Corporation Minutes 12/18/24**
  4. **Cascade Municipal Utilities Board Minutes 1/13/25**
  5. **January 27, 2025 Claims**
7. **Library Director to Review 23/24 Annual Report**
8. **Consideration of Resolution #13-25 – Resolution Approving the Landscape Quote From Dagwoods Lawn & Landscape For The Cascade Public Library in the City of Cascade, Iowa**
9. **Consideration of Resolution #11-25 – Resolution Approving FY24 and FY25 Budgeted Funding to Cascade Economic Development Corporation**
10. **Consideration of Resolution #12-25 – Resolution Approving a Firefighters Intergovernmental Mutual Aid Agreement Between Maquoketa Fire Department and Cascade Fire Department**
11. **Consideration of Resolution #09-25 – Resolution Approving Pay Application No. 12 for the Cascade Public Library Project in the City of Cascade, Iowa**
12. **Consideration of Ordinance #25-24 – An Ordinance Amending Title VI Physical Environment<sup>6</sup> of the Code of Ordinances of the City of Cascade, Iowa (Water Rates) (Third and Final Reading)**
13. **Consideration of Resolution #10-25 – Resolution Approving Change Orders From Garling Construction, Inc. Construction Contract for the New Cascade Public Library**
14. **Consideration of Resolution #14-25 – Resolution Approving an Agreement for Covenants and Restrictions for Iowa Main Street Investment and City of Cascade, Iowa**
15. **Reports – Police Chief and City Administrator**
16. **FY26 Budget Discussion**
17. **Adjournment**

January 13, 2025  
City Council Meeting Minutes

The January 13, 2025 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Weber, Delaney, Gehl, Hosch, and Oliphant (via phone) answered roll call.

Motion Gehl, second Weber to approve the agenda. Five Ayes. Motion carried.

Motion Hosch, second Delaney to approve the consent agenda items: City Council Minutes 12/9/24, Cascade Library Board Minutes 12/10/24, Cascade Park Board Minutes 01/06/24, FEH Design – Field Report Cascade Public Library 12/03/24, Cascade Economic Development Corporation Minutes 11/20/24, JCED Bulletin 1st Quarter 2025, Cascade Municipal Utilities Board Minutes 11/13/24 & 12/11/24, January 9, 2025 Claims, November Month End Financial Reports, and December Month End Financial Reports. Five Ayes. Motion carried.

City of Cascade proclaimed January as Human Trafficking Prevention and Awareness and Modern Day Slavery Prevention Month.

BerganKDV presented council and staff with the FY24 Audit Report.

Motion Delaney, second Gehl to approve Resolution #02-25 – A Resolution Accepting BerganKDV's Financial Audit of the City of Cascade's 2024 Fiscal Year Which Began July 1, 2023 and Ended June 30, 2024. Roll call vote. All ayes. Motion carried.

Ken McDermott, on behalf of the CEDC, addressed city council on budget requested funds from FY24 and FY25 and discussed budget request for FY26.

Greater Dubuque provided updates to city council.

Motion Weber, second Oliphant to approve Resolution #03-25 – Resolution of the City Council of the City of Cascade, Iowa Designating the Cascade Pioneer as the City's Official Newspaper, With the Telegraph Herald as the Official Alternate Newspaper for the Term January 1, 2025 to December 31, 2025 for Publication as Required by Law of Ordinances and Official Notices. Roll call vote. All ayes. Motion carried.

Motion Delaney, second Gehl to approve Resolution #04-25 – Resolution Approving a Reappointment of a Planning and Zoning Commission Member to Fill Another Term Through September 30, 2027. Roll call vote. Four ayes, Hosch abstained. Motion carried.

Motion Delaney, second Gehl to approve Resolution #05-25 – Resolution Approving a Reappointment of a Planning and Zoning Commission Member to Fill Another Term Through September 30, 2027. Roll call vote. Four ayes, Hosch abstained. Motion carried.

Motion Gehl, second Hosch to approve Resolution #01-25 - Resolution Approving Annual Appointments for the City of Cascade, Iowa for the Calendar Year of 2025. Roll call vote. All ayes. Motion carried.

Motion Weber, second Oliphant to approve Resolution #07-25 – Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Cascade Urban Renewal Area. Roll call vote. All ayes. Motion carried.

Motion Oliphant, second Weber to approve Resolution #06-25 – Resolution Approving Pay Application No. 11 for the Cascade Public Library Project in the City of Cascade, Iowa in the amount of \$98,610.95. Roll call vote. All ayes. Motion carried.

Motion Weber, second Hosch to approve consideration of Ordinance #25-24 – An Ordinance Amending Title VI Physical Environment<sup>6</sup> of the Code of Ordinances of the City of Cascade, Iowa (Water Rates) (Second Reading). Roll call vote. All ayes. Motion carried.

Motion Oliphant, second Delaney to approve Resolution #08-25 – Resolution Approving Change Orders From Garling Construction, Inc. Construction Contract for the New Cascade Public Library with a net increase of \$11,459.70. Roll call vote. All ayes. Motion carried.

Police Chief Heim had no updates to provide.

City Administrator provided updates to council and staff; advised council there will be a Special Budget meeting on February 3<sup>rd</sup>, 2025 at 6pm.

Motion Hosch, second Weber to adjourn at 7:14pm. All Ayes.

# Cascade Public Library Board of Trustees Minutes

Tuesday, January 14, 2025 (4:30pm)

Cascade City Hall Council Chambers

320 1st Avenue W, Cascade Iowa

Present: Kane, Recker, Brindle, Balster, Gleason, Funke

1. Call to Order: Recker called the meeting to order at 4:30pm.
2. Approval of the Agenda: Brindle motioned to approve the agenda; Gleason seconded. All approved.
3. Approval of the Minutes of December 10, 2024 library board meetings: Gleason moved to approve, Funke seconded. All approved.
4. Public Comment: No public comment.
5. Budget Reports: Budget reports were reviewed. Question regarding Invoice 7777-25 was asked, thinking it was previously paid. It was determined the banner was ordered, but we never received an invoice. A questions was asked regarding what Invoice 41915991 is for - it is another binder. We have received almost all the grants for the new library.
6. Bills: Bills were discussed and reviewed. Kane noted the banner invoice in the amount of \$125.00 was not on the list and should be. Balster moved to pay the bills; Brindle seconded; all approved. Kane noted she had about 9 new books pending and 28 on backorder that may show up during the moving process. She has no control on this.
7. Circulation Statistics: Door count & participation was down, but that was expected as the library was closed for the holidays.
8. Future Building Updates, Budgeting, Moving, & Policy Discussions:
  - a. Street lights are still in the works, the mover is coming out to double check his system will work, Recker will know more on 1-15-25 if we can move things in early, shelving is still set for the week of 2-3-25.
  - b. Recker is getting landscape quotes this week. Gleason will be a second set of eyes on that department.
  - c. Recker asked for help on the artwork. Balster & Funke volunteered, and Recker will also ask the art director at the high school for opinions.
  - d. Kane is getting a quote from Zakk Hansel Cleaning on 1-17-25.
  - e. It was moved by Brindle, & seconded by Balster, to get a new copier/printer for the new library. It was decided to go with the Ricoh IM C2510 model through Access Systems.
  - f. The furniture that will not be moved into the new library will go on an online auction that will be hopefully be live 1-17-25. It will be a 2 week long auction, items will need to be picked up by 2-14-25.
  - g. Kane is currently working on reviewing and changing the Community Room Policy. She will fine tune it some more and send it out over email. We want this established when the new library opens.
9. Friends of the Library update: Balster is still waiting on final numbers from the cookie walk - she should have these at the next meeting. Recker commented a new 8' Christmas tree was bought for the new library.
10. Budget for 2025-2026. The new budget needs presented to the City Council at the 1-27-25 meeting. The following increases were made: 001-410-6350 to \$2500.00, 001-410-6419 to \$3,000.00, 001-410-6490 to \$2,050.00 (due to alarm system), 001-410-6502 to \$30,000.00, 001-410-6506 to \$3,000.00, and 001-410-6512 to \$10,000.00. Deanna will fill in wages, taxes, insurance, and utilities. Brindle moved & Balster seconded to approve the new budget.

11. Programming/Upcoming Events/Librarians Calendar: There is limited programming due to preparing to move into the new space.
12. Code of Conduct Policy: Kane will continue working on this & will present a new copy at the next meeting.
13. Other: The address for the new library is 108 2nd Ave SW.
14. Adjournment: Gleason moved to adjourn, Balster seconded. All approved.

Respectfully submitted,  
Bret Funke, Cascade Public Library Board Secretary

## MINUTES – CASCADE ECONOMIC DEVELOPMENT CORPORATION

DATE: December 18, 2024

TIME: 12:00 P.M.

PLACE: Cascade City Hall Council Chambers

MEMBERS PRESENT: Brad Ludwig, Jim Conlin, Ken McDermott, Nick Callahan, Kyle Webber, Nicki Leytem, Pat Recker, Ryan Fritz, Bill Hosch, Tara Williams

STAFF PRESENT: Matt Specht, Holly McPherson

OTHERS PRESENT: Christie Remley

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### CALL TO ORDER

President McDermott called the meeting to order at 12:05 P.M.

### APPROVAL OF MINUTES

Motion by Leytem, second by Conlin to approve the Minutes of the October 16, 2024, meeting. Motion approved unanimously.

### TREASURER'S REPORT

Treasurers report since the November 20, 2024, meeting.

- ECIA Contract payment in the amount of \$1,666
- Paid Insurance \$703.00.

The current checking account balance is \$37,028.74.

Outstanding bills –

Request to make ECIA Contract payment in the amount of \$1,666 for November and Cascade Chamber Dues, amount same as last year.

Motion by Ludwig, second by Leytem to approve the treasure's report and to pay the outstanding bills as noted above. The motion passed unanimously.

### GDDC UPDATE

Not present.

### JONES COUNTY ED UPDATE

Not present.

### CHAMBER UPDATE/REPORT

Not present.

### MAQUOKETA VALLEY REC

Working on the 2025-line clearing schedule.

### SCHOOL UPDATE/REPORT

Fritz discussed the career fair over 30 businesses present.

### CITY UPDATE/REPORT

Not present

### WEBSITE DISCUSSION

The RFP was removed from the website, since the timeframe to respond has closed.

### ECIA UPDATE/REPORT

There was discussion about who would like to represent the CEDC for the downtown master plan. There was also discussion about who from the community and other groups should be a part of the master plan committee. McPherson indicated some dates that MSA are available for a kickoff meeting. Ken will send an email to figure out a date that works to hold the kick off meeting.

McPherson stated that the DRA mid-year grant report is coming due and she will be completing it and submitting it. She is also working on a contract for MSA/CEDC to sign for the downtown master plan.

McPherson and Specht will be attending the January 13, 2025, council meeting along with CEDC members to give them an update and discuss future funding.

### AVAILABLE LAND & BUILDINGS

McPherson reported that David Frommelt contacted her and lowered the price of the Bent Rim. She made the change in the locationone website. The new price is \$179,900. Additionally, she worked with locationone to update the contact information for the Skogman Realty buildings in the locationone system.

### OTHER BUSINESS

McDermott informed the group the Scott Casey resigned from the CEDC due to other commitments.

### ADJOURNMENT

Motion by Leytem, second by Ludwig to adjourn. The motion was approved unanimously. The meeting was adjourned at 12:33.

Respectfully submitted,

Nick Callahan, Secretary

Meeting Minutes January 13, 2025  
Cascade Municipal Utilities Board

Chairman Gross called the January 2025 regular meeting of the Cascade Municipal Utilities Board of Trustees to order on the special day of Monday, January 13, 2025, at 4:45 pm. Present were Trustees Barb Gross, Greg VanderLugt, Sue Knepper and Utility Manager Shontele Orr

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

Dustin Opatz from Bergen KDV was at the meeting & presented the 2023-2024 audit to the board. Motion Gross, second VanderLugt to accept the 2023-2024 audit as presented. Motion carried 3-0.

There was a preliminary discussion around 2024-2025 budget items. No action taken.

Motion VanderLugt, second Knepper to approve the December 11<sup>th</sup> meeting minutes, December Financial Statements and Fund Balances, and the January bill list & claims for payment. Motion carried 3-0.

Motion Knepper, second VanderLugt to approve the December plant summary/metrics and rebate report.

Manager/Team Lead Report – a discussion was held regarding past & future workload, fixing the Digger Truck, Upcoming staff training and conference attendance.

Motion Gross, 2<sup>nd</sup> Knepper to adjourn meeting at 5:30 pm. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	\$ 165.12	I.A.M.U.	\$ 727.00
ADVANTAGE ADMINISTRATORS	\$ 43.50	IOWA ONE CALL	\$ 15.30
AHLERS & COONEY PC	\$ 37.00	IPERS	\$ 4,399.64
AT&T	\$ 11.08	JAZMIN CLARK	\$ 70.18
BERGANKDV	\$ 7,260.00	KEVIN FAGAN	\$ 615.00
CASCADE COMMUNICATIONS COMPANY	\$ 102.94	MCDERMOTT OIL CO.	\$ 239.14
CASCADE LUMBER CO	\$ 102.85	MIKEALA COOHEY	\$ 395.00
CASCADE MUNICIPAL UTILITIES	\$ 421.98	MISSION SQUARE RETIREMENT	\$ 185.00
CASCADE MUNICIPAL UTILITIES	\$ 266.50	MISSION SQUARE RETIREMENT	\$ 185.00
CITY OF CASCADE	\$ 115.75	NICUSA - IOWA DIVISION	\$ 1,050.90
CLAYTON ENERGY CORPORATION	\$ 49,238.37	PAYROLL	\$ 10,451.51
COMELEC INTERNET SERVICES	\$ 45.00	PAYROLL	\$ 11,041.96
COMMAND SECURITY SOLUTIONS	\$ 228.60	SIMECA	\$ 77,989.15
DELANEY'S PC REPAIR & RECYCLE	\$ 105.00	STUART C IRBY CO	\$ 3,226.29
EFTPS	\$ 2,758.62	TREASURER STATE OF IOWA	\$ 1,067.00
EFTPS	\$ 2,727.99	TREASURER STATE OF IOWA	\$ 8,415.14
GASSER FARM & HARDWARE LLC	\$ 13.90	VISA	\$ 677.40
GERALDINE MILLER	\$ 57.84	WELLMARK BC BS OF IOWA	\$ 4,798.90
GORDON FLESCH COMPANY	\$ 148.00	WOODWARD COMMUNITY MEDIA	\$ 88.46
GROEBNER & ASSOCIATES INC	\$ 10,713.67	<b>TOTAL</b>	<b>\$ 200,201.68</b>

<b>ELECTRIC REVENUE</b>	<b>161,867.88</b>
<b>GAS REVENUE</b>	<b>166,857.79</b>

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Secretary, Shontele Orr

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Chairman, Barb Gross



**CLAIMS REPORT**  
**Vendor Checks: 1/28/2025- 1/28/2025**

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
2179415997	AT&T	AT&T PHONE CHARGES		31.69		
2024AUDIT	AUDITOR STATE OF IOWA	2024 AUDIT FILING FEE		250.00		
JAN25	CASCADE STORAGE LLC	EMS MONTHLY BLDG RENT		1,500.00		
13384	CITY OF DUBUQUE	SEASON SALT PURCHASE		12,156.20		
2024 STATEMENT	CLH REPAIR	2024 STATEMENT		848.71		
01082025	COMELEC SERVICES INC	CAMERAS AND INSTALLATION		26,801.88		
85277	DOLLAR GENERAL-REGIONS 410526	WWTP SUPPLIES		53.75		
30088	ENGRAVED GIFT COLLECTION	2 PLAQUES		304.95		
114919	FEH DESIGN	LIB CONSTRUCT/ADMIN/FURN		6,369.84		
01242025	FIRST NET-AT&T MOBILITY	FIRST NET MONTHLY BILL		680.02		
PAYAPP12	GARLING CONSTRUCTION	PAY APP # 12		91,655.42		
I00987762	GORDON FLESCH COMPANY INC	1/2 LEASE		156.17		
01062025	IOWA DARE ASSOCIATION	2025 MEMBERSHIP DUES		100.00		
220790	LYNCH DALLAS P.C.	CITYHALL LEGAL LEAD PIPES SNOW		500.00		
01082025	MAQUOKETA VALLEY COOP	STREET LIGHTS	163.50			
1825	MAQUOKETA VALLEY COOP	HWY 151 & REITER RD	42.08	205.58		
1125	MCALEER WATER CONDITIONIN	EMS WATER SFT RENT		23.50		
12312025	MCDERMOTT OIL CO	DEC24 AMB FUEL		81.03		
01162025	MENARDS	LIBRARY SHELVES		504.53		
013125	MERCY FAMILY PHARMACY	BRAUN THERMOSCAN	43.46			
M01032857	MERCY FAMILY PHARMACY	DRUG BOXES	50.00	93.46		
012731	MSA PROFESSIONAL SERVICES	JOHNSON ST SW RECONSTRUCTION		11,676.53		
0897001042740	BFI WASTE SERVICES LLC	MONTHLY REPUBLIC SERVICE BILL		26,844.46		
16248	SCHMITZ JANITORIAL SUPPLY	SHOP AND PARK SUPPLIES		111.55		
292557	STATE HYGIENIC LABORATORY	COLIFORM E.COLI TESTING		29.00		
58026	TRI-STATE SHRED	EMS ON SITE SHREDDING		54.95		
0697299090	US CELLULAR	NOV24-JAN25 SERVICE BILL		235.92		
01262025	VISA	DECEMBER 24 STATEMENT		6,290.40		
250130001625	WELLMARK BC/BS OF IA	FEBRUARY25 INSURANCE PREMIUMS		8,864.01		
				<b>196,423.55</b>		
Accounts Payable Total						
Payroll Checks						
Report Total				<b>196,423.55</b>		

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	67,243.22
016	PARTIAL SELF-FUND	
110	ROAD USE TAX	14,657.98
323	HIGHWAY 136	11,676.53
370	LIBRARY CAPITAL PROJECT	99,331.22
600	WATER	1,658.21
610	SEWER	1,856.39
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	TOTAL FUNDS	196,423.55

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
AT&T GENERAL	TELEPHONE/INTERNET	2179415997	AT&T PHONE CHARGES	.84
GENERAL	TELEPHONE/INTERNET	2179415997	AT&T PHONE CHARGES	.79
GENERAL	TELEPHONE/INTERNET	2179415997	AT&T PHONE CHARGES	4.30
GENERAL	TELEPHONE/INTERNET	2179415997	AT&T PHONE CHARGES	24.91
SEWER	TELEPHONE/INTERNET	2179415997	AT&T PHONE CHARGES	.85
***** VENDOR TOTAL *****				31.69
AUDITOR STATE OF IOWA GENERAL	AUDIT COSTS	2024AUDIT	2024 AUDIT FILING FEE	125.00
WATER	PROFESSIONAL FEES	2024AUDIT	2024 AUDIT FILING FEE	62.50
SEWER	PROFESSIONAL FEES	2024AUDIT	2024 AUDIT FILING FEE	62.50
***** VENDOR TOTAL *****				250.00
CASCADE STORAGE LLC GENERAL	BUILDING RENT/LEASE	JAN25	EMS MONTHLY BLDG RENT	1,500.00
***** VENDOR TOTAL *****				1,500.00
CITY OF DUBUQUE ROAD USE TAX	OPER SUPPLIES/MATERIALS MISC	13384	SEASON SALT PURCHASE	12,156.20
***** VENDOR TOTAL *****				12,156.20
CLH REPAIR ROAD USE TAX	REPAIR & MAINT EQUIPMENT	2024 STATEMENT	OVAL MUFFLER, CLAMPS	334.30
ROAD USE TAX	STREET SUPPLIES	2024 STATEMENT	HOSEX4, HYDRAULIC HOSE	199.71
ROAD USE TAX	REPAIR & MAINT EQUIP	2024 STATEMENT	RUST PENETRANT	137.08
ROAD USE TAX	OPER SUPPLIES/MATERIALS MISC	2024 STATEMENT	HYDRAULIC HOSE	177.62
***** VENDOR TOTAL *****				848.71
COMELEC SERVICES INC GENERAL	CAPITAL EQUIPMENT	01082025	CAMERAS AND INSTALL EMS	5,390.00
GENERAL	CAPITAL EQUIPMENT	01082025	CAMERAS AND INSTALL PARKS	14,315.50
GENERAL	CAPITAL IMPROVEMENTS	01082025	CAMERAS AND INSTALL CITY HALL	7,096.38
***** VENDOR TOTAL *****				26,801.88
DOLLAR GENERAL-REGIONS 410526 SEWER	OPER SUPPLIES/MATERIALS MISC.	85277	WWTP SUPPLIES	53.75
***** VENDOR TOTAL *****				53.75
ENGRAVED GIFT COLLECTION GENERAL	EMPLOYEE/OFFICIAL RECOGNITION	30088	2 PLAQUES	304.95
***** VENDOR TOTAL *****				304.95
FEH DESIGN LIBRARY CAPITAL PROJECT	PROFESSIONAL FEES - LCP	114919	LIB CONSTRUCT/ADMIN/FURN	6,369.84

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
FEH DESIGN				
***** VENDOR TOTAL *****				----- 6,369.84
FIRST NET-AT&T MOBILITY				
GENERAL	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	296.27
GENERAL	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	165.08
GENERAL	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	55.47
GENERAL	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	52.24
WATER	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	55.48
SEWER	TELEPHONE/INTERNET	01242025	FIRST NET MONTHLY BILL	55.48
***** VENDOR TOTAL *****				----- 680.02
GARLING CONSTRUCTION				
LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	PAYAPP12	PAY APP # 12	91,655.42
***** VENDOR TOTAL *****				----- 91,655.42
GORDON FLESCH COMPANY INC				
GENERAL	OFFICE SUPPLIES	I00987762	1/2 LEASE	156.17
***** VENDOR TOTAL *****				----- 156.17
IOWA DARE ASSOCIATION				
GENERAL	PROFESSIONAL FEES	01062025	2025 MEMBERSHIP DUES	100.00
***** VENDOR TOTAL *****				----- 100.00
LYNCH DALLAS P.C.				
GENERAL	LEGAL FEES	220790	CITYHALL LEGAL LEAD PIPES SNOW	500.00
***** VENDOR TOTAL *****				----- 500.00
MAQUOKETA VALLEY COOP				
ROAD USE TAX	STREET LIGHTING	01082025	STREET LIGHTS	163.50
ROAD USE TAX	STREET LIGHTING	1825	HWY 151 & REITER RD	42.08
***** VENDOR TOTAL *****				----- 205.58
MCALEER WATER CONDITIONIN				
GENERAL	OPER SUPPLIES/MATERIALS MISC.	1125	EMS WATER SFT RENT	23.50
***** VENDOR TOTAL *****				----- 23.50
MCDERMOTT OIL CO				
GENERAL	FUEL	12312025	DEC24 AMB FUEL	81.03
***** VENDOR TOTAL *****				----- 81.03
MENARDS				
LIBRARY CAPITAL PROJECT	TRANSFER OUT - TIF	01162025	LIBRARY SHELVES	504.53

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
MENARDS				
***** VENDOR TOTAL *****				504.53
MERCY FAMILY PHARMACY				
GENERAL	OPER SUPPLIES/MATERIALS	MISC. 013125	BRAUN THERMOSCAN	43.46
GENERAL	OPER SUPPLIES/MATERIALS	MISC. M01032857	DRUG BOXES	50.00
***** VENDOR TOTAL *****				93.46
MSA PROFESSIONAL SERVICES				
HIGHWAY 136	CAP OUTLAY-FURN/FIXTURES	012731	JOHNSON ST SW RECONSTRUCTION	11,676.53
***** VENDOR TOTAL *****				11,676.53
BFI WASTE SERVICES LLC				
GENERAL	GARBAGE HAULER	0897001042740	MONTHLY REPUBLIC SERVICE BILL	26,844.46
***** VENDOR TOTAL *****				26,844.46
SCHMITZ JANITORIAL SUPPLY				
GENERAL	MISC OPERATING SUPPLIES	16248	LOPPERS	55.00
SEWER	OPER SUPPLIES/MATERIALS	MISC. 16248	DISPENSER & TOWELS	56.55
***** VENDOR TOTAL *****				111.55
STATE HYGIENIC LABORATORY				
WATER	PROFESSIONAL FEES	292557	COLIFORM E.COLI TESTING	29.00
***** VENDOR TOTAL *****				29.00
TRI-STATE SHRED				
GENERAL	OPER SUPPLIES/MATERIALS	MISC. 58026	EMS ON SITE SHREDDING	54.95
***** VENDOR TOTAL *****				54.95
US CELLULAR				
GENERAL	TELEPHONE/INTERNET	0697299090	LIBRARY HOTSPOTS	235.92
***** VENDOR TOTAL *****				235.92
VISA				
GENERAL	OPER SUPPLIES/MATERIALS	MISC. 01262025	DIAMONDBACK BINOCULARS	234.20
GENERAL	OPERATING SUPPLIES	01262025	SHOP ICE MAKER REPLACEMENT	44.46
GENERAL	MISC OPERATING SUPPLIES	01262025	VOTIVE CANDLES	28.37
GENERAL	OFFICE SUPPLIES	01262025	HEATER	25.36
GENERAL	PROFESSIONAL FEES	01262025	GODADDY 3YR RENEW	4,916.63
LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	01262025	BALSAM XMAS TREE-LIB	801.43
WATER	OPER SUPPLIES/MATERIALS	MISC. 01262025	WATER BATTERIES	63.75
SEWER	OPER SUPPLIES/MATERIALS	MISC. 01262025	BELT PRESS HOSE WWTP	176.20

# ACCOUNTS PAYABLE REPORT

VENDOR NAME	FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
VISA					
***** VENDOR TOTAL *****					6,290.40
WELLMARK BC/BS OF IA					
GENERAL		EMPLOYEE HEALTH INS	250130001625	FEBRUARY25 INSURANCE PREMIUMS	4,517.98
ROAD USE TAX		INSURANCE W/H PAYABLE	250130001625	FEBRUARY25 INSURANCE PREMIUMS	1,447.49
WATER		INSURANCE W/H PAYABLE	250130001625	FEBRUARY25 INSURANCE PREMIUMS	1,447.48
SEWER		INSURANCE W/H PAYABLE	250130001625	FEBRUARY25 INSURANCE PREMIUMS	1,451.06
***** VENDOR TOTAL *****					8,864.01
***** REPORT TOTAL *****					196,423.55

FUND	INV	PAYMENTS
GENERAL	31	67,243.22
ROAD USE TAX	8	14,657.98
HIGHWAY 136	1	11,676.53
LIBRARY CAPITAL PROJECT	4	99,331.22
WATER	5	1,658.21
SEWER	7	1,856.39
FUND TOTALS	56	196,423.55

# 2023/2024



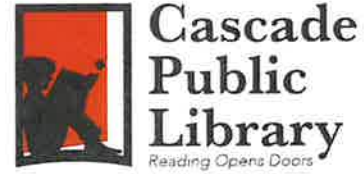
# Annual Report

July 1, 2023 - June 30, 2024



**Presented by**  
Melissa A. Kane

# Table Of Content



**Mission Statement**

**Goals**

**Discover with Materials**

**Connect with Services**

**Inspire with Programs**



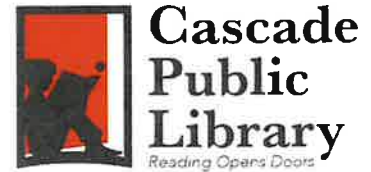


## **Mission Statement:**

The mission of the Cascade Public Library is to enrich people's lives by providing current resources, programs, education, and entertainment for the entire community.



# GOALS



**GOAL #1: Construct an enhanced physical space to welcome and empower our community.**

- a. Locate and select a site for the future library building. (2022)
- b. Secure funding through a variety of channels including, but not limited to, the city of Cascade, grants, donations, and fundraisers. (2022-2025)
- c. Design of the future library to be a reflection of the community. (2023-2027)

The library seeks to promote literacy in our community by offering a wide variety of programming.

**GOAL #2: Inspire and create opportunities that cultivate and enrich people's lives. (2022-2027)**

1. Library staff will identify topics of interest for diverse groups in the community. (2022)
2. Seek opportunities to reach out to organizations in our community, being an active partner in life-long learning. (2022-2027)
3. Library staff will work with the local schools to engage students and their families in the services the library has to offer.
4. Library staff that work with programming will research various partnerships with other community groups to provide programming at the best location to reach a wider audience. (2022-2027)

The library should be a vital part of the community it serves.

**GOAL #3: Increase community support and awareness of the services the library has to offer.**

1. Support the efforts of the Friends of the Cascade Public Library to involve community members as volunteers and advocates for the library. (2022-2027)
2. Develop a plan to better inform people about the services the library provides, as well as promoting library programs and events. (2022-2027)

# Discover with Materials



**PRINT COLLECTION: BOOKS,  
LARGE PRINT BOOKS,  
NEWSPAPERS AND  
MAGAZINES**

**COLLECTION COUNT: 13,839**

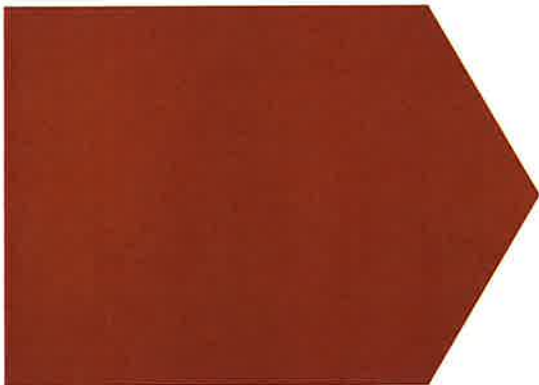
**Other library resources:**

**5 Mobile Hotspots  
Board Games  
Puzzles  
S.T.E.A.M. Kits**

**DVD AND AUDIOBOOK  
COLLECTION COUNT:  
1734**

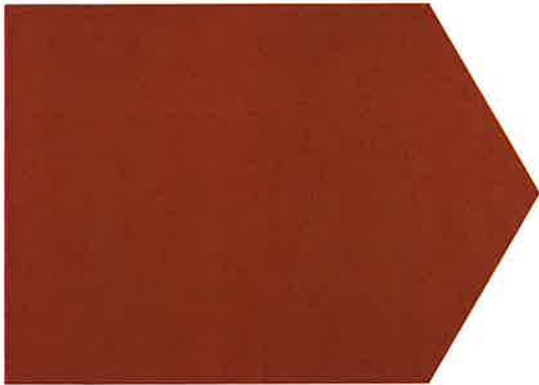
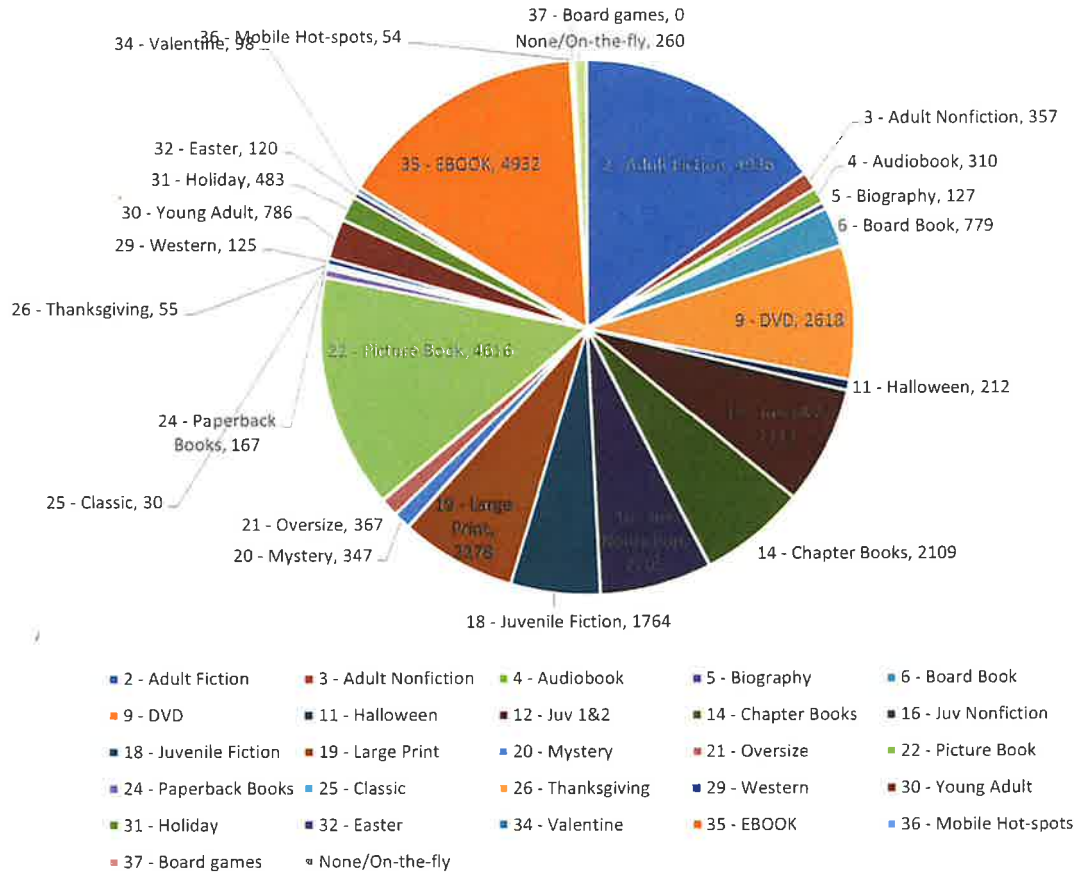
**Downloadable Materials:**

**Ebooks: 1,210,363  
eAudiobooks: 331,244**



# Discover with Materials

Usage by Material Type



**# of People  
with Library  
cards:  
1234**

**# of people  
entering the  
library:  
13,785**

**\$335,954.80**  
**amount saved by people  
checking out from the  
library**



# Connect at the Library



**Computer and WiFi services**

**Total usage:**

**3349**

## Digital Collection & Electronic Services:



**5 Hotspots available  
for borrowing.**

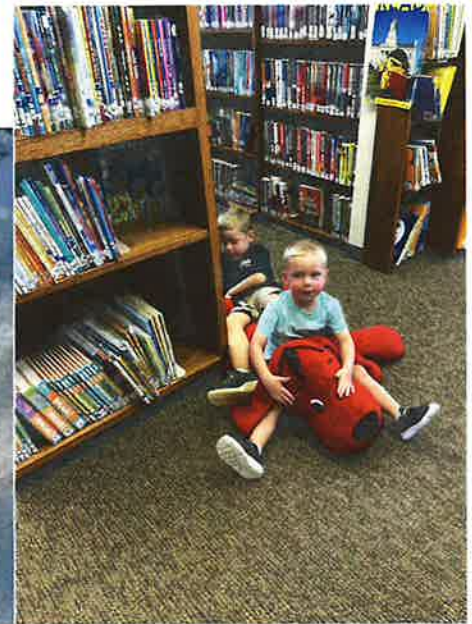
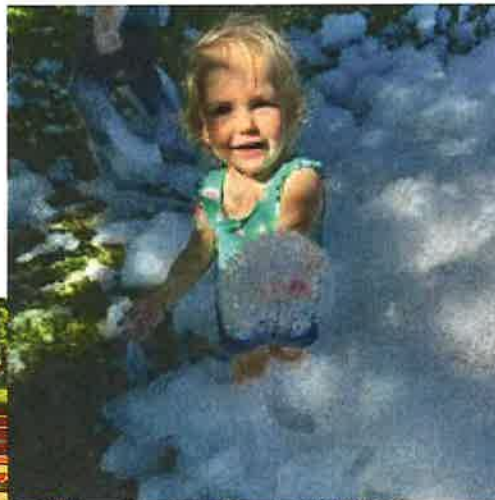


# Inspire with Programs



## 308 Library Programs Offered

## 5700 participants



**Programs offered  
inside and out of the  
library:**

**Book Clubs, Storytimes,  
Craft activities,  
seasonal programs,  
Storywalk, Take and  
make kits, school and  
daycare outreach visits,  
presenters, and lifelong  
learning.**





**Thank you for your support of the  
Cascade Public Library!**



Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: Landscape Quote for the Cascade Library Project  
From: Deanna McCusker, Interim City Administrator

Three landscape companies visited the library and reviewed the area needing landscaped and discussed the needs and wants of the landscaping and submitted quotes. After reviewing the quotes and asking additional questions, the lowest quote, with the best timeframe, was received from Dagwoods Lawn & Landscape for \$10,885.00. He will also donate some of the rock to the project.

It is recommended that Council approve the quote received from Dagwoods Lawn & Landscape for the landscaping at the new library.

**RESOLUTION #13-25**

**A RESOLUTION APPROVING THE LANDSCAPE QUOTE FROM DAGWOODS  
LAWN & LANDSCAPE FOR THE CASCADE PUBLIC LIBRARY IN THE CITY OF  
CASCADE, IOWA**

WHEREAS, the new Cascade Public Library is set to open on March 3, 2025 and we would like the landscaping at the new building to be done once spring arrives; and,

WHEREAS, a few landscape companies reviewed the exterior area around the library and discussed the needs and wants and quotes were requested; and,

WHEREAS, quotes were then received from a few landscape companies that will provide bushes, flowers, rock and edgers at the new library, with an acceptable timeframe and the lowest quote was received from Dagwoods Lawn & Landscape for \$10,885.00; and,

WHEREAS, additionally Dagwoods Lawn & Landscape will donate some rock for the project; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the quote with Dagwoods Lawn & Landscape for \$10,885.00.

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



# Bid

DATE January 14, 2025

563-580-4912 dagwoodslawn@gmail.com

Monica Recker  
Cascade Public Library  
319-480-3568

## New Landscape Install Bid

Caramel Quartz Rock

Description	AMOUNT
measurments call for 23 ton of Carmel Quartz rock, I have approx 5-6 ton on hand will donate. 17 ton of quartz rock @165.00	\$ 2,805.00
250' of Red Edgers	\$ 365.00
Landscape Fabric and Staples	\$ 250.00
Plants: Bo Bo Hydrangeas 50.00 retail. Karl Foerster Grass 30.00 retail. Boxwoods and Dogwoods 40.00 Retail	\$ 2,000.00
50 plants @40.00 Avg	
McDermott Garden: Limestone Edging 315.00. Weeping Norway 300.00 Retail. Perennials 350.00 (spring,early summer,late summer blooms)	\$ 965.00
Labor,rock trucking, equipment, seeding	\$ 4,500.00
<b>TOTAL</b>	<b>\$ 10,885.00</b>

Does not include Xmas Trees

Materials for Acc Hardware



# Bid

DATE January 14, 2025

563-580-4912 dagwoodslawn@gmail.com

Monica Recker  
Cascade Public Library  
319-480-3568

## New Landscape Install Bid

Iowa Jack 3/4 Rock

Description	AMOUNT
23 Ton of Iowa Jack 3/4 Rock @88	\$ 2,025.00
250' of Red Edgers	\$ 365.00
Landscape Fabric and Staples	\$ 250.00
Plants: Bo Bo Hydrangeas 50.00 retail. Karl Foerster Grass 30.00 retail. Boxwoods and Dogwoods 40.00 Retail 50 plants @40.00 Avg	\$ 2,000.00
McDermott Garden: Limestone Edging 315.00. Weeping Norway 300.00 Retail. Perennials 350.00 (spring,early summer,late summer blooms)	\$ 965.00
Labor,rock trucking, equipment, seeding	\$ 4,500.00
<b>TOTAL</b>	<b>\$ 10,105.00</b>

16615 Rock Road  
Monticello, IA 52310

Date	Estimate #
1/14/2025	22

Name / Address
Cascade Library

			Project
Description	Qty	Rate	Total
<b>***Front parking lot and entry flowerbeds***</b>			
Bullet Edging, Plants, Fabric, Large River Rock and installation labor	1	3,750.00	3,750.00T
Upgrade areas to Rosetta Bordo Edging	1	180.00	180.00T
South and west side shrubs- Globe boxwoods, Bobo Hydrangeas, Dwarf Spireas, Dwarf Ninebark, Althea, Dark Horse Weigela. Perennials- Karl Foerster grasses, Daylily, catmint, Russian sage, bellflower, blue fortune Agastache, Dianthus, ticked, Coneflower, etc. *** a few buried annual pots that can be refilled every spring with ease.			
<b>***South side Memorial area***</b>			
Bullet Edging, Plants, Fabric, Large River Rock and installation labor.	1	1,750.00	1,750.00T
Upgrade area to Rosetta Bordo Edging.	1	300.00	300.00T
Requested area as a focal point with Trellis and vine. (Trellis not accounted for) Clematis or Wisteria Vine. Showy perennials and small shrubs to accent a memorial bench or stone.			
<b>***Front electrical areas***</b>			
Bullet Edging, Plants, Fabric, Large River Rock and installation labor	1	2,250.00	2,250.00T
Upgrade area to Rosetta Bordo Edging	1	240.00	240.00T
Will use taller shrubs/ maiden grass to help hide large electrical boxes- Dwarf lilac, burning bush, Weigela, boxwoods, vanilla strawberry hydrangeas etc.			
<b>***Drive thru corner- Tough area to mow***</b>			
Bullet Edging, Plants, Fabric, Large River Rock and installation labor. - Minimal shade plants- Hosta, coral bell, Astilbe		600.00	600.00T
Upgrade area to Rosetta Bordo Edging	1	150.00	150.00T
<b>***East corners where two Christmas trees would be planted***</b>			
		<b>Subtotal</b>	
		<b>Sales Tax (7.0%)</b>	
		<b>Total</b>	

16615 Rock Road  
Monticello, IA 52310

Date	Estimate #
1/14/2025	22

Name / Address
Cascade Library

Project

Description	Qty	Rate	Total
Bullet Edging, Plants, Fabric, Large River Rock and installation labor- Two Dwarf evergreens not to exceed 8' (Dwarf Spruce/Juniper)	1	1,200.00	1,200.00T
Upgrade area to Rosetta Bordo Edging	1	240.00	240.00T
***Yard Trees***			
Dwarf Crabapple- Tina Sargent	3	110.00	330.00T
Cleveland Select Flowering Pear	3	175.00	525.00T
Estimate gives a broad view of pricing. Subject to minor fluctuation based on final numbers. Usually within 5% of estimated cost.			

<b>Subtotal</b>		\$11,515.00
<b>Sales Tax (7.0%)</b>		\$806.05
<b>Total</b>		\$12,321.05



Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: CEDC FY24 and FY25  
From: Deanna McCusker, Interim City Administrator

After the presentation by CEDC at the last council meeting, they are still requesting payment of \$6,015 from FY24 and \$20,000 from FY25. The partnership between the City of Cascade and CEDC is a strong partnership that has brought many new businesses to Cascade and made the economic health of Cascade better.

I would encourage Council to consider approving the payment from FY24 and FY25. The process was discussed and going forward the City Administrator will be included early on with new business leads and the City Council will be brought into the discussion when actual incentives will be discussed.



**RESOLUTION #11-25**

**A RESOLUTION APPROVING FY24 AND FY25 BUDGETED FUNDING TO  
CASCADE ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, funds were approved in the FY24 and FY25 budgets for Cascade Economic Development Corporation in the amount of \$20,000 each fiscal year; and,

WHEREAS, for FY24, \$3,985 was used for the mural project, and CEDC received a payment of \$10,000 on February 13, 2024, leaving a balance of \$6,015 for FY24 and then \$20,000 for FY25; and,

WHEREAS, the total payment to Cascade Economic Development Corporation would be \$26,015.

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

The City Council does approve the payment of \$26,015 for \$6,015 for FY24 and \$20,000 for FY25. The Council further directs the City Clerk to prepare the check in the amount of \$26,015.

PASSED AND APPROVED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk

Use ID	Alpha ID	Starting Date	Status	Sort Order	Invoice #	Invoice Amt
<input checked="" type="checkbox"/>	CASCADE ECONOMIC DEVELOP		All	Date	JULY 2023-DEC 2024	

**Vendor #:** 216

CASCADE ECONOMIC DEVELOPMENT	Phone	Ext	Purchases YTD	
PO BOX 695	Last Inv #	JULY 2023-DEC 2024	Purchases LYR	10,000.00
	Last Inv Date	2-13-2024	Purchases 2YR	20,000.00
CASCADE IA	Last Payment	10,000.00	On-Order Balance	
52033	Last Pmt Date	2-13-2024	Balance	
	Last Check #	65542		

Select Via Amt  
 Show POs  
 Show Inv Lines  
 Show Checks  
 Show Notes  
 Add1 Reference  
  
 Dist ID  
 Journal #  
 1099  
 None

Date	Invoice #	Line	St	Reference	Amount	General Ledger #	Journal
2-13-24	JULY 2023-DEC 2024	1	P	JULY 23-DEC 24 CONTRIBUTION	10,000.00	001-510-6490	2091
2-13-24				Check 65542	10,000.00		

Use ID	Alpha ID	Starting Date	Status	Sort Order	Invoice #	Invoice Amt
<input checked="" type="checkbox"/>	OPTIMUM EXTERIOR CLEANING		All	Date	1203	

**Vendor #:** 765

OPTIMUM EXTERIOR CLEANING	Phone	Ext	Purchases YTD	
1207 1ST STREET SW	Last Inv #	1203	Purchases LYR	
	Last Inv Date	11-14-2023	Purchases 2YR	1,600.00
DYERSVILLE IA	Last Payment	1,600.00	On-Order Balance	
52040	Last Pmt Date	11-14-2023	Balance	
	Last Check #	65424		

Select Via Amt  
 Show POs  
 Show Inv Lines  
 Show Checks  
 Show Notes  
 Add1 Reference  
  
 Dist ID  
 Journal #  
 1099  
 None

Date	Invoice #	Line	St	Reference	Amount	General Ledger #	Journal
11-14-23	1203	1	P	EXTERIOR WALL CLEANING-MURAL	1,600.00	001-510-6490	2039
11-14-23				Check 65424	1,600.00		

Use ID	Alpha ID	Starting Date	Status	Sort Order	Invoice #	Invoice Amt
<input checked="" type="checkbox"/>	KEPPLER PAINTING		All	Date	1005	

Vendor #: 754

KEPPLER PAINTING  
13527 GUN CLUB ROAD

EPWORTH IA

52045

Phone  
Last Inv # 1005  
Last Inv Date 10-24-2023  
Last Payment 2,385.00  
Last Pmt Date 10-24-2023  
Last Check # 65390

Est  
Purchases YTD  
Purchases LYR  
Purchases 2YR 2,385.00  
On-Order Balance  
Balance

Vendor Invoice Attach Files

- Select Via Amt
- Show POs
- Show Inv Lines
- Show Checks
- Show Notes
- Add1 Reference
- 
- Dist ID
- Journal #
- 1099
- None

Date	Invoice #	Line	St	Reference	Amount	General Ledger #	Journal
10-24-23	1005	1	P	MURAL BASE PAINTING	2,385.00	001-510-6490	2035
10-24-23				Check 65390	2,385.00		



Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: Fire Department Mutual Aid Agreement  
From: Deanna McCusker, Interim City Administrator

Mutual aid agreements are normal procedure for fire departments and EMS services. This particular mutual aid agreement is between the Maquoketa Fire Department and the Cascade Fire Department. This mutual aid agreement will outline the requirements if either department needs extra manpower or equipment with a particular fire situation. There is no compensation for either department and the departments maintain their ownership of the equipment and authority over the fire department personnel.

There are other fire department mutual aid agreements with townships similar to this already in place.

It is recommended that the is mutual aid agreement be approved.

**RESOLUTION #12-25**

**RESOLUTION APPROVING A FIREFIGHTERS INTERGOVERNMENTAL MUTUAL AID AGREEMENT BETWEEN MAQUOKETA FIRE DEPARTMENT AND CASCADE FIRE DEPARTMENT**

WHEREAS, emergencies may arise within fire territories which require additional departments to assist with the emergency; and,

WHEREAS, Maquoketa Fire Department and Cascade Fire Department would like to enter into a mutual aid agreement which is an agreement that states if an emergency develops where additional manpower or equipment is needed the other department will assist;

WHEREAS, during the duration of this agreement, each fire department is responsible for its own equipment and personnel and has authority over its own department; and,

WHEREAS, the mutual aid agreement shall be in effect for five (5) years and will automatically renew for another year unless one of the parties takes appropriate action to terminate the agreement.

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

Section 1. That the Firefighters Intergovernmental Mutual Aid Agreement as attached is hereby approved by the Cascade City Council.

Section 2. The Mayor and City Clerk are authorized to sign and execute the agreement.

PASSED AND APPROVED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk

# **Firefighters Intergovernmental Mutual Aid Agreement**

Whereas, the undersigned Fire Departments of Maquoketa, Iowa and Cascade, Iowa agree pursuant to the Constitution of the State of Iowa, (IA Const. Art. III, Sec. 39A) and Chapter 28E of the Code of Iowa, as follows:

## **Section 1 Purpose of Agreement**

The purpose of this agreement is, in cases of emergencies arising within the territories of the signatory members, to provide to the other members any available firefighting equipment and firefighting personnel in combating such emergency that is beyond the capabilities of any individual member.

The Members to this agreement recognize that such an emergency is likely to occur and wish to provide for a system of mutual aid and assistance by each party to the other within the jurisdiction to meet such an emergency.

This Agreement is made in recognition of the fact that situations may arise which exceed the resources, equipment and/or firefighting personnel of the parties. Each party that signs a copy of this agreement has and does express its intent to aid and assist the other party by assigning some of their resources, equipment and/or firefighting personnel to the requesting party as circumstances permit and in accordance with the terms of this Agreement.

## **Section 2 Agreement to Participate in Firefighters Intergovernmental Mutual Aid Agreement.**

The Signatory Public Agencies to this Agreement agree that, in the event of circumstances contemplated by this Agreement, they will respond to requests for assistance by a Requesting Public Agency with such Firefighting Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency, available and useful and being requested by a Requesting Public Agency.

Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in Firefighting activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public

Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting

Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

### **Section 3 Parties**

The public agencies which are parties to this agreement are: The State of Iowa Fire Departments of the cities of Maquoketa, Iowa and Cascade, Iowa. The parties may be referred to in this agreement as "Requesting Public Agencies" Responding Public Agencies" or Signatory Public Agencies" as the context requires.

### **Section 4 Administration**

No separate legal entity is created to administer this agreement. However, the Maquoketa Fire Chief is named administrator to comply with Iowa Code Chapter 28E.6, and for purposes of establishing procedures and policies to implement this agreement, and to assure its effective operation. The administrator shall meet with the other parties not less than one time each calendar year to review and revise, as appropriate, any procedures established.

### **Section 5 Financing and Budget**

Each respective party shall be responsible for all the costs, expenses, equipment and financing of their own firefighting personnel serving pursuant to this agreement.

### **Section 6 Insurance**

Each respective party agrees to provide insurance coverage for its respective firefighting personnel working pursuant to this agreement.

### **Section 7 Authority**

Each party retains its authority to exercise firefighting authority within its jurisdiction either alone or together with the other party or parties.

Under this agreement, each party has all firefighting authority possessed by the requesting party within requesting party's jurisdiction and may exercise this authority to the full extent of the requesting party's legal ability to do so, at the request of the requesting party.

Upon request of any party to another party or parties for assistance respecting the purposes of this agreement, the other party or parties shall as soon as it is practicable, provide to the requesting party the assistance of as many duly certified firefighters, together with necessary equipment, as are then reasonably available for the purpose.

Firefighters provided shall be subject to command by the requesting party for so long as the firefighters remain within the jurisdiction of the requesting party. The firefighters may be recalled by their principal commanding officer as needs require.

All services performed under this agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting party or other sources. Each participating firefighting agency shall assume sole responsibility for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this agreement.

The participating agencies agree that this agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating parties further agree that each party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as a result of this agreement and that each party will be responsible for bearing their own costs, damages and losses arising out of the firefighting activities of their respective firefighters, expenses, and attorney fees.

#### **Section 8      Duration and Termination**

The duration of this agreement shall be five (5) years commencing on the effective date signed by each Signatory Public Agency, and shall automatically renew each year upon its anniversary date for one additional year unless a party takes appropriate action by ordinance, resolution, or otherwise pursuant to the law of the governing body terminating this agreement and it gives written notice to the governing body of the other parties within ninety (90) days prior to the anniversary date of this agreement.

#### **Section 9      Compliance with Laws**

All Signatory Public Agencies to this Mutual Aid Agreement agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this Agreement.

#### **Section 10     Immunities**

Performance under the terms of this Agreement shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agencies would otherwise be entitled under statute or common law in the absence of this Agreement.



## **Section 11     Effective Date**

This agreement shall become effective on the date on which the last of the following prerequisites has been completed:

1. Each party to this agreement will take the appropriate action, by ordinance, resolution, or otherwise pursuant to law of the governing body, approving participation in this agreement and execute this agreement.
2. A dated copy of the ordinance, resolution, or other action taken by each party approving participation in this agreement shall be provided by mail to the governing body of each other party.
3. A copy of this agreement shall be approved by the Iowa Attorney General in accordance with Iowa Code Section 28E.9.
4. A copy of this agreement shall be filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

## Signatory Page

CASCADE, IOWA

This signatory certifies that this mutual aid agreement between The State of Iowa Fire Departments of the cities of Maquoketa, Iowa and Cascade, Iowa, has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor of Cascade

Attest: \_\_\_\_\_  
Cascade City Clerk

Approved: \_\_\_\_\_  
Cascade Fire Chief



Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: Pay App #12 for the Cascade Library Project  
From: Deanna McCusker, Interim City Administrator

This Resolution is to approve Pay App #12 for the Cascade Public Library project in the amount of \$91,655.42. There is \$203,853.31 left to finish including retainage. We have received all the \$1M from Dubuque County. We have received all the money from grants except \$23,000 from the CAT Enhance Iowa grant. We can request the last monies once the project is completed.

**RESOLUTION NO. 09-25**

**A RESOLUTION APPROVING PAY APPLICATION NO. 12 FOR THE CASCADE  
PUBLIC LIBRARY PROJECT IN THE CITY OF CASCADE, IOWA**

WHEREAS, Garling Construction, Inc., Belle Plaine, Iowa, was awarded the Cascade Public Library Project by the City Council at its regular meeting on December 11, 2023 by Resolution 93-23 in the amount of \$2,923,000; and,

WHEREAS, the project engineer has tabulated the project costs through December 31, 2024 for the Cascade Public Library Project; and,

WHEREAS, the contract engineer does recommend approval of Pay Application No. 12 for the project in the amount of \$91,655.42, with a balance to finish including retainage of \$203,853.31.

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

Section 1. That Payment No. 12, Cascade Public Library Project, dated December 31, 2024 in the amount of \$91,655.42 is made part of this resolution.

Section 2. That the City Council accepts and approves Contractor's Application for Payment No. 12 as presented.

Section 3. That the Mayor is hereby authorized and directed to execute Payment No. 12 on behalf of the City of Cascade and the City Clerk shall issue payment upon approval by the City Council and execution by the Mayor.

PASSED AND APPROVED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk

**APPLICATION AND CERTIFICATE FOR PAYMENT**  
AIA DOCUMENT G702

TO (OWNER): City of Cascade  
320 First Ave W  
Cascade, IA 52033

PROJECT: Cascade Library  
102 2nd Ave SW  
Cascade, IA 52033

ARCHITECT: FEH Design  
951 Main St  
Dubuque, IA 52001

FROM: Michael J Svatosch  
Garling Construction, Inc.  
1120 11th Street  
Belle Plaine, IA 52208

ARCHITECT: FEEH Design  
951 Main St  
Dubuque, IA 52001

CONTRACT DATE: 12/11/2023  
FROM: 12/1/2024  
TO: 12/31/2024

APPLICATION NO: 12  
INVOICE NO: 003382  
PROJECT NO: 54240  
ARCHITECT PROJECT NO:  
OWNER PO NO: 54240

Distribution to:  
 OWNER  
 ARCHITECT  
 LENDOR  
 GENERAL CONTRACTOR  
 CONSTRUCTION MANAGER  
 OTHER

**CONTRACTORS APPLICATION FOR PAYMENT**

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

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total	\$28,483.18	
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		\$28,483.18

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

CONTRACTOR: Garling Construction, Inc.  
BY: Tom R DATE: 1-22-25

**ARCHITECTS CERTIFICATE FOR PAYMENT**


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

1. ORIGINAL CONTRACT SUM ..... \$2,923,000.00
2. Net change by Change Orders ..... \$28,483.18
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$2,951,483.18
4. TOTAL COMPLETED & STORED TO DATE ..... \$2,892,241.97  
(Column I on G703)
5. RETAINAGE:
  - a. 5.00% ..... \$144,612.10  
of Completed Work (Column F + G on G703)
  - b. .....  
of Stored Material (Column H on G703)
6. TOTAL EARNED LESS RETAINAGE ..... \$2,747,629.87  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)..... \$2,655,974.45
8. CURRENT PAYMENT DUE ..... \$91,655.42
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$203,853.31  
(Line 3 less Line 6)

State of: IA  
Subscribed and sworn to before me this 22nd day of January 2025

Notary Public: Amber Miller

My Commission Expires: 3-6-26



AMOUNT CERTIFIED ..... \$ 91,655.42  
Ninety One Thousand Six Hundred Fifty Five Dollars and Forty Two Cents

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: AL EMS Date: 22 January 2025

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column L on Contracts where variable retainage for lin-  
 CONTRACT DATE: 12/11/2023  
 FROM: 12/1/2024  
 TO: 12/31/2024  
 APPLICATION NO: 12  
 INVOICE NO: 003382  
 PROJECT NO: 54240  
 ARCHITECT PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		F PERCENT COMPLETE	G COMPLETED THIS MONTH		H STORED MATERIALS	I PERCENT COMPLETE	J TOTAL COMPLETE AND STORED TO DATE		K COMPLETE	L BALANCE		M RETAINAGE	
			AMOUNT	AMOUNT	AMOUNT	AMOUNT		WORK IN PLACE	AMOUNT			AMOUNT	AMOUNT		BALANCE	BALANCE TO FINISH		
<b>DIVISION 01</b>																		
1	General Requirements		74,500.00	74,500.00	100%							74,500.00	100%				3,725.00	
2	PM/Super/Admin		189,100.00	170,190.00	90%	18,910.00					10%	189,100.00	100%				9,455.00	
3	Contingency Allowance		75,000.00	15,019.40	20%	739.39					1%	15,758.79	21%				787.94	
4	<b>DIVISION 02</b>																	
5	Layout/SWPP		18,700.00	18,700.00	100%							18,700.00	100%				935.00	
6	Mobilization		8,700.00	8,700.00	100%							8,700.00	100%				435.00	
7	Site Demo/Excavation		33,300.00	33,300.00	100%							33,300.00	100%				1,664.99	
8	Mass Fill		50,600.00	50,600.00	100%							50,600.00	100%				2,530.01	
9	Storm Sewer		60,000.00	60,000.00	100%							60,000.00	100%				3,000.00	
10	Sanitary Sewer		5,300.00	5,300.00	100%							5,300.00	100%				265.00	
11	Domestic Service		7,500.00	7,500.00	100%							7,500.00	100%				375.00	
12	Subbase		35,400.00	35,400.00	100%							35,400.00	100%				1,770.00	
13	Final Grading		6,000.00	6,000.00	100%							6,000.00	100%				300.00	
14	Asphalt/Striping		57,800.00	57,800.00	100%							57,800.00	100%				2,890.00	
15	<b>DIVISION 03</b>																	
16	Reinforcement		28,600.00	28,600.00	100%							28,600.00	100%				1,430.00	
17	Foundations		97,200.00	97,200.00	100%							97,200.00	100%				4,860.00	
18	Floor Slab		53,200.00	53,200.00	100%							53,200.00	100%				2,660.00	
19	Sidewalks		51,900.00	51,900.00	100%							51,900.00	100%				2,595.00	
20	<b>DIVISION 04</b>																	
21	Masonry Material		152,200.00	152,200.00	100%							152,200.00	100%				7,610.00	
22	Masonry Labor		122,900.00	122,900.00	100%							122,900.00	100%				6,145.00	
23	<b>DIVISION 05</b>																	
24	Structural Steel		27,200.00	27,200.00	100%							27,200.00	100%				1,360.00	
25	<b>DIVISION 06</b>																	
26	Rough Carpentry Material		86,100.00	86,100.00	100%							86,100.00	100%				4,305.00	
27	Heavy Timber Material		102,900.00	102,900.00	100%							102,900.00	100%				5,145.00	
28	Wood Trusses Material		12,200.00	12,200.00	100%							12,200.00	100%				610.00	
29	Finish Carpentry Material		140,200.00	140,200.00	100%							140,200.00	100%				7,010.00	
30	<b>DIVISION 07</b>																	
31	Insulation Material		28,900.00	28,900.00	100%							28,900.00	100%				1,445.00	
32	Insulation Labor		14,900.00	14,900.00	100%							14,900.00	100%				745.00	
33	Weather Barriers		26,700.00	26,700.00	100%							26,700.00	100%				1,335.00	
34	<b>PAGE TOTALS</b>																	
35	REGULAR ITEM TOTALS		\$1,736,900.00	\$1,658,009.40	95%	\$19,649.39					1%	\$1,677,658.79	97%				\$59,241.21	
	CHANGE ORDERS		\$2,923,000.00	\$2,767,279.40	95%	\$96,479.39					3%	\$2,863,758.79	98%				\$143,187.94	
	GRAND TOTALS		\$2,951,483.18	\$2,795,762.58	95%	\$96,479.39					3%	\$2,892,241.97	98%				\$144,612.10	

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest doll  
 Use Column L on Contracts where variable retainage for lin

CONTRACT DATE: 12/11/2023  
 FROM: 12/11/2024  
 TO: 12/31/2024

APPLICATION NO: 12  
 INVOICE NO: 003382  
 PROJECT NO: 54240  
 ARCHITECT PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		F PERCENT COMPLETE	G COMPLETED THIS MONTH		H STORED MATERIALS	I PERCENT COMPLETE	J TOTAL COMPLETE AND STORED TO DATE		K PERCENT COMPLETE	L BALANCE TO FINISH	
			AMOUNT	AMOUNT	AMOUNT	PERCENT		WORK IN PLACE	COMPLETE			AMOUNT	COMPLETE		BALANCE	RETAINAGE
36	TPO Roofing Material		84,500.00	84,500.00	100%							84,500.00	100%		4,225.00	
37	TPO Roofing Labor		43,500.00	43,500.00	100%							43,500.00	100%		2,175.00	
38	Sheet Metal Trims Material		12,800.00	12,800.00	100%							12,800.00	100%		640.00	
39	Sheet Metal Trims Labor		6,700.00	6,030.00	90%	670.00	10%					6,700.00	100%		335.00	
40	Joint Sealants		13,600.00	13,600.00	100%							13,600.00	100%		680.00	
41	Fiber Cement Siding		13,400.00	13,400.00	100%							13,400.00	100%		670.00	
42	<b>DIVISION 08</b>															
43	Doors/Frames/Hardware Material		61,200.00	61,200.00	100%							61,200.00	100%		3,060.00	
44	Doors/Frames/Hardware Labor		24,900.00	22,410.00	90%	2,490.00	10%					24,900.00	100%		1,245.00	
45	Storefronts/Glazing Material		99,500.00	99,500.00	100%							99,500.00	100%		4,975.00	
46	Storefronts/Glazing Labor		52,700.00	50,065.00	95%	2,635.00	5%					52,700.00	100%		2,635.00	
47	<b>DIVISION 09</b>															
48	Drywall Material		33,500.00	33,500.00	100%							33,500.00	100%		1,675.00	
49	Drywall Labor		39,900.00	39,900.00	100%							39,900.00	100%		1,995.00	
50	Acoustical Ceiling & Sounds Units		44,900.00	13,470.00	30%	31,430.00	70%					44,900.00	100%		2,245.00	
51	Flooring		37,900.00	28,425.00	75%	9,475.00	25%					37,900.00	100%		1,895.00	
52	<b>Painting &amp; Coverings</b>		58,000.00	52,200.00	90%	5,800.00	10%					58,000.00	100%		2,900.00	
53	<b>DIVISION 10</b>															
54	Visual Display Units		4,400.00	3,960.00	90%	440.00	10%					4,400.00	100%		220.00	
55	Signage & Flagpoles		14,700.00	14,700.00	100%							14,700.00	100%		735.00	
56	Protective Wall Covering		5,400.00	2,700.00	50%	2,700.00	50%					5,400.00	100%		270.00	
57	Toilet Accessories		6,700.00	5,360.00	80%	1,340.00	20%					6,700.00	100%		335.00	
58	Fire Protection Specialties		5,600.00	5,040.00	90%	560.00	10%					5,600.00	100%		280.00	
59	<b>DIVISION 11</b>															
60	Book Drop Box		4,400.00	4,400.00	100%							4,400.00	100%		220.00	
61	<b>DIVISION 12</b>															
62	Window Shades		5,500.00	3,300.00	60%	2,200.00	40%					5,500.00	100%		275.00	
63	<b>DIVISION 22</b>															
64	Mobilization		2,200.00	2,200.00	100%							2,200.00	100%		110.00	
65	Underground Equipment & Labor		14,300.00	14,300.00	100%							14,300.00	100%		715.00	
66	Rough-In Labor		12,900.00	12,900.00	100%							12,900.00	100%		645.00	
67	Plumbing Fixtures Material		20,100.00	20,100.00	100%							20,100.00	100%		1,005.00	
68	Piping Material		13,500.00	13,500.00	100%							13,500.00	100%		675.00	
69	Insulation		8,200.00	8,200.00	100%							8,200.00	100%		410.00	
70	<b>DIVISION 23</b>															
	<b>PAGE TOTALS</b>		<b>\$744,900.00</b>	<b>\$685,160.00</b>	<b>92%</b>	<b>\$59,740.00</b>	<b>8%</b>					<b>\$744,900.00</b>	<b>100%</b>		<b>\$37,245.00</b>	
	<b>REGULAR ITEM TOTALS</b>		<b>\$2,923,000.00</b>	<b>\$2,767,279.40</b>	<b>95%</b>	<b>\$96,479.39</b>	<b>3%</b>					<b>\$2,863,758.79</b>	<b>98%</b>		<b>\$143,187.94</b>	
	<b>CHANGE ORDERS</b>		<b>\$28,483.18</b>	<b>\$28,483.18</b>	<b>100%</b>							<b>\$28,483.18</b>	<b>100%</b>		<b>\$1,424.16</b>	
	<b>GRAND TOTALS</b>		<b>\$2,951,483.18</b>	<b>\$2,795,762.58</b>	<b>95%</b>	<b>\$96,479.39</b>	<b>3%</b>					<b>\$2,892,241.97</b>	<b>98%</b>		<b>\$144,612.10</b>	

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing PROJECT: 54240  
 Contractor's signed Certification is attached. CONTRACT DATE: 12/11/2023  
 In tabulations below, amounts are stated to the nearest doll FROM: 12/1/2024  
 Use Column L on Contracts where variable retainage for lin TO: 12/31/2024  
 ARCHITECT PROJECT NO: 54240

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		WORK IN PLACE	COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE		AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	BALANCE	RETAINAGE
71	Shop Drawings		5,700.00	100%	5,700.00	100%				5,700.00	100%		285.00
72	Ductwork/Insulation		23,000.00	100%	23,000.00	100%				23,000.00	100%		1,150.00
73	Equipment		85,900.00	100%	85,900.00	100%				85,900.00	100%		4,295.00
74	Gas Piping		8,600.00	100%	8,600.00	100%				8,600.00	100%		430.00
75	Controls		27,400.00	90%	24,660.00	90%	2,740.00			27,400.00	100%		1,370.00
76	FAB		6,400.00				6,400.00			6,400.00	100%		320.00
77	<b>DIVISION 26-27-28</b>												
78	Distribution Material		19,600.00	100%	19,600.00	100%				19,600.00	100%		980.00
79	Lighting Material		104,500.00	100%	104,500.00	100%				104,500.00	100%		5,225.00
80	Comm Material		40,900.00	100%	40,900.00	100%				40,900.00	100%		2,045.00
81	Rough-In Material		31,600.00	100%	31,600.00	100%				31,600.00	100%		1,580.00
82	Misc Material		8,100.00	100%	8,100.00	100%				8,100.00	100%		405.00
83	Labor		79,500.00	90%	71,550.00	90%	7,950.00			79,500.00	100%		3,975.00
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<b>PAGE TOTALS</b>			\$441,200.00	96%	\$424,110.00	96%	\$17,090.00	4%	\$441,200.00	100%		\$59,241.21	\$22,060.00
<b>REGULAR ITEM TOTALS</b>			\$2,923,000.00	95%	\$2,767,279.40	95%	\$96,479.39	3%	\$2,863,758.79	98%		\$143,187.94	\$1,424.16
<b>CHANGE ORDERS</b>			\$28,483.18	100%	\$28,483.18	100%			\$28,483.18	100%		\$59,241.21	\$1,424.16
<b>GRAND TOTALS</b>			\$2,951,483.18	95%	\$2,795,762.58	95%	\$96,479.39	3%	\$2,892,241.97	98%		\$59,241.21	\$144,612.10



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACT DATE: 12/11/2023  
 Contractor's signed Certification is attached. CONTRACT DATE: 12/11/2024  
 In tabulations below, amounts are stated to the nearest dollar. FROM: 12/31/2024  
 Use Column L on Contracts where variable retainage for line items may apply TO: 12/31/2024  
 APPLICATION NO: ARCHITECT PROJECT NO:  
 INVOICE NO:  
 PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C CHANGE ORDER NUMBER	D BILLING CODES	E SCHEDULED VALUE		F PREVIOUS APPLICATION		G PERCENT COMPLETE		H COMPLETED THIS MONTH		I TOTAL COMPLETE AND TO DATE		J BALANCE TO FINISH	
				AMOUNT	AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE	
1	Change Orders														
2	COR 002R- REF 1.2 Existing Storm an	0001		9,328.44	9,328.44	100%						9,328.44	100%		466.42
3	Contingency COR 1.3,4,5,7R,8R,9,10	0002													
4	AIA 2 COR 13 and 14	0003		19,154.74	19,154.74	100%						19,154.74	100%		957.74
5	Contingency COR 5R, 12,15	0004													
6	Contingency COR 16,17,18	0005													
7	Contingency COR 019- Added Line S	0006													
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35															
PAGE TOTALS					\$28,483.18	\$28,483.18	100%					\$28,483.18	100%		\$1,424.16
CHANGE ORDER TOTAL					\$28,483.18	\$28,483.18	100%					\$28,483.18	100%		\$1,424.16
REGULAR ITEMS TOTAL					\$2,923,000.00	\$1,767,279.40	95%		\$96,479.39		3%	\$2,863,758.79	98%	\$59,241.21	\$143,187.94
GRAND TOTALS					\$2,951,483.18	\$2,795,762.58	95%		\$96,479.39		3%	\$2,892,241.97	98%	\$59,241.21	\$144,612.10

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:           \$10545.00  
for labor, services, equipment or material  
furnished to:           Garling Construction, Inc.  
on the job of:           Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material  
furnished to:           Garling Construction, Inc.  
through  
Subcontractor Pay       0007  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated:                   December 05, 2024

Company:               Bealy Contracting, LLC  
Signature:             *Kevin Bealy*

By:                     *Brian Bealy Owner*  
(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:                    \$14255.22  
for labor, services, equipment or material  
furnished to:                    Garling Construction, Inc.  
on the job of:                    Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:                    Garling Construction, Inc.  
through  
Subcontractor Pay            0004  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated:                                December 05, 2024

Company:                            Gilise Roofing Company  
Signature:                         

By:                                     Amber Wenzel

(Name & Title)



**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:           \$12762.58  
for labor, services, equipment or material  
furnished to:           Garling Construction, Inc.  
on the job of:           Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material  
furnished to:           Garling Construction, Inc.  
Through  
Subcontractor Pay       0007  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated:                   December 05, 2024

Company:               Giese Sheet Metal Co Inc  
Signature:              *Amber Wenzel*

By:                      *Amber Wenzel, Accounting*

(Name & Title)



**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of:           \$21945.95  
for labor, services, equipment or material  
furnished to:           Garling Construction, Inc.  
on the job of:           Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to:           Garling Construction, Inc.  
Through  
Subcontractor Pay       0007  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated:                   December 05, 2024

Company:               McAllister Electrical Services Inc  
Signature:             Pete McAllister

By:                     Pete McAllister, VP/Owner  
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment  
in the sum of: \$38112.75  
for labor, services, equipment or material  
furnished to: Garing Construction, Inc.  
on the job of: Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material  
furnished to: Garing Construction, Inc.  
Through 10/30/24  
Subcontractor Pay 0002  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release. If that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated: December 05, 2024

Company: Mathy Construction DBA River City  
Paying

Signature:



By:

Larry H. Schaefer, Division Controller

(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment

in the sum of: **\$18,432.81**

for labor, services, equipment or material

furnished to: **Garling Construction, Inc.**

on the job of: **Cascade Public Library**

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material

furnished to: **Garling Construction, Inc.**

through

Subcontractor Pay **0005**

Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: **January 09, 2025**

Company: **Ivyrogen Plumbing LLC**

Signature:



By:

**Sam Blahney, Owner**  
(Name & Title)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment  
in the sum of: **\$6,175.00**

for labor, services, equipment or material  
furnished to: **Garling Construction, Inc.**  
on the job of: **Cascade Public Library**

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced  
job to the following extent. This release covers a progress payment for labor, services, equipment, or material  
furnished to: **Garling Construction, Inc.**  
Through  
Subcontractor Pay **0004**  
Request number:

only and does not cover any retention retained before or after the release date; extras furnished before the release date  
for which payment has not been received; extras or items furnished after the release date. Rights based upon work  
performed or items furnished under written change order which has been fully executed by the parties prior to the  
release date are covered by this release unless specifically reserved by the claimant in the release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties  
to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished  
labor, services, equipment, or material was not compensated by the progress payment.

Dated: **January 09, 2025**

Company: **Livengreen Plumbing LLC**

Signature: 

By:   
(Name & Title)



**ORDINANCE #25-24**

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

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

**Section 1. TITLE VI PHYSICAL ENVIRONMENT CHAPTER 5 UTILITIES – BILLING CHARGES.** Title VI Physical Environment Chapter 5 Utilities – Billing Charges of the City Code is hereby amended as follows.

**6-5-8 WATER RATES OF SERVICE.**

Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Section 6-3. Each location, building, premises or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not. Water shall be furnished at the following monthly rates per property serviced within the City.

1. Monthly Meter Charge. There is imposed for each billing period regardless of actual metered usage during such billing period, a meter charge to each separately metered residential, commercial, industrial premise, directly or indirectly served by a connection to the water system, unless water connection is shutoff by city employees at the curb box. If curb box is defective or inoperable, monthly meter charge will be billed until such time the curb box can be shutoff. This monthly charge shall be ~~\$13.33~~ \$17.00.

2. Water Use Rates. In addition to the monthly meter charge, there shall be imposed the following water rate charges based on actual metered usage during the billing period, unless water has been shutoff at the curb box or a lockable tag added to the meter or water shutoff in the basement by city employees:

- a. ~~\$2.42~~ \$3.50 per 1,000 gallons of usage
- b. ~~\$25.00~~ \$37.50 per 1,000 gallons of usage for occasional or bulk water sales
- c. ~~\$4.84 per 1,000 gallons of usage for water outside the city limits.~~

3. Annual increase to the above rates is built into this water rate ordinance at three percent if needed. Council will approve the rate increase prior to the beginning of the upcoming fiscal year.

Section 2. Severability Clause. If any section, provision or part of the ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

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Steve Knepper, Mayor

ATTEST:

---

Samie Simon, City Clerk

First Reading	12/9/2024
Second Reading	01/13/2025
Third Reading	
Publication	
Sent to American Legal	



Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: Change Orders for Library Project  
From: Deanna McCusker, Interim City Administrator

As the project was continuing and utility work was being done, some additional prep work was necessary for the alley and parking lot prior to the asphalt getting done.

Change order 24 is for \$2,998.80 to do the extra prep work to the north end of the alley near where the utility work was occurring prior to asphaltting.

Change order 25 is for \$3,494.11 to do some additional parking lot prep prior to the asphalt occurring and making some revisions to the book drop lane.

The total of the 2 change orders is \$6,492.91 and will be included in the remaining contingency funds. After these 2 change orders there is still \$41,288.99 in the contingency fund.

**RESOLUTION #10-25**

**RESOLUTION APPROVING CHANGE ORDERS FROM GARLING CONSTRUCTION  
INC CONSTRUCTION CONTRACT  
FOR THE NEW CASCADE PUBLIC LIBRARY**

WHEREAS, the City Council of the City of Cascade, Iowa, approved a construction contract with Garling Construction Inc to construct the Cascade Public Library and Community Center in Resolution #96-23; and,

WHEREAS, there is an additional contingency fund of \$75,000 built into the contract price; and,

WHEREAS, there is \$47,781.90, remaining in the contingency fund to be used in the project; and,

WHEREAS, Change Order 24 is to do extra work to prep north alley for asphalt after utility work was completed for a project increase of \$2,998.80; and,

WHEREAS, Change Order 25 is for extra parking lot prep after utility work and extra prep for revision of book drop lane for a project increase of \$3,494.11; and,

WHEREAS, with the two change orders with a net increase of \$6,492.91, there is \$41,288.99 remaining in the contingency fund.

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

Section 1. That Change Order 24 and 25, as listed above and attached are hereby approved by the Cascade City Council with the net increase of \$6,492.91, leaving \$41,288.99 left in the contingency fund.

Section 2. The Mayor and City Clerk are authorized to sign and execute the contract.

PASSED AND APPROVED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk



# GARLING CONSTRUCTION, INC.

## General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0025

<b>Date</b>	Thursday, January 16, 2025
<b>Project:</b> Cascade Public Library	
<b>Project #:</b> 54240	<b>cc: Superintendent</b>
<b>Extra parking lot prep after City utilities, extra prep for revision of book drop lane, and extra material to complete all work.</b>	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00030	River City Paving	Subcontractor Expense			3262.480	5.0000	\$3,425.60
00030	Bond 2%	Other Expense		0.000	68.510	0.0000	\$68.51

**PROPOSAL SUMMARY**

Subcontractor Expense	\$3,425.60
Other Expense	\$68.51
<b>Net Costs</b>	<b>\$3,494.11</b>

**Proposal Total** **\$3,494.11**

~~PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER~~

Architect: x \_\_\_\_\_ Date: \_\_\_\_\_  
FEH Design

Owner: x \_\_\_\_\_ Date: \_\_\_\_\_

*Michael J Svatosch*

PM: x \_\_\_\_\_ Date: 1/16/2025  
Michael J Svatosch, Project Manager



# RIVER CITY PAVING

A DIVISION OF MATHY CONSTRUCTION CO. • DUBUQUE, IA

PO Box 1430  
Dubuque, IA 52004  
(608) 568-3433  
[www.rivercity-paving.com](http://www.rivercity-paving.com)  
EOE, including disability / vets

<b>To:</b>	GarLING CONSTRUCTION INC.	<b>Contact:</b>	Jessica Kimm
<b>Address:</b>	1120-11TH STREET BELLE PLAINE, IA. 52208	<b>Phone:</b>	319-398-3340
<b>Project Name:</b>	CASCADE LIBRARY ALLEY	<b>Bid Number:</b>	24-91
<b>Project Location:</b>	CASCADE LIBRARY ALLEY, CASCADE, IOWA	<b>Bid Date:</b>	6/20/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Additional Prep On Main Parkign Lot	1.00	LS	\$2,500.00	\$2,500.00
	Extra Work - Book Drop Off Additional HMA	6.00	TON	\$127.08	\$762.48

**Total Bid Price:** \$3,262.48

**Notes:**

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

**Payment Terms:**

Payment is due upon receipt of invoice.  
By my signature herein I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>River City</b></p> <p style="text-align: right;"><i>Steve Schroeder</i></p> <p><b>Authorized Signature:</b></p> <p><b>Estimator:</b> Steve Schroeder 563-213-8421 Steve.Schroeder@Rivercity-Paving.com</p>
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**GARLING**  
CONSTRUCTION, INC.

**General Contractors**

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0024

<b>Date</b>	Thursday, January 16, 2025
<b>Project:</b> Cascade Public Library	
<b>Project #:</b> 54240	<b>cc: Superintendent</b>
<b>Extra work to prep north alley for asphalt after City utility work was completed and adjust proper grades for drive approaches and sidewalks.</b>	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00029	Beaty Excavating	Subcontractor Expense			2800.000	5.0000	\$2,940.00
00029	Bond 2%	Other Expense		0.000	58.800	0.0000	\$58.80

**PROPOSAL SUMMARY**

Subcontractor Expense	\$2,940.00
Other Expense	\$58.80
<b>Net Costs</b>	<b>\$2,998.80</b>

**Proposal Total** **\$2,998.80**

**✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍**

**Architect:** x \_\_\_\_\_ **Date:** \_\_\_\_\_  
FEH Design

**Owner:** x \_\_\_\_\_ **Date:** \_\_\_\_\_

**PM:** x  \_\_\_\_\_ **Date:** 1/16/2025  
Michael J Svatosch, Project Manager



January 15, 2025

To: Garling Construction  
RE: Change Order Request  
Cascade Library Project

Cascade Library Change Order Request

Regrading the alley with the D5 dozer, T770 Bobcat and Bomag Roller after the city municipality installed utilities	\$2,800.00
---	------------

Thank you for your business!





Date: February 3, 2025  
To: Mayor, City Council and Staff  
RE: Agreement for Covenant and Restrictions  
From: Deanna McCusker, Interim City Administrator

I received a phone call from the Iowa Economic Development Authority on Friday, January 24<sup>th</sup> asking to have this document uploaded in Iowa Grants. After reviewing the documents in the file, this agreement was never approved by council and therefore, never uploaded. This was to be approved in March 2024.

I recommend that City Council approve this document and once signed by all parties, it will be uploaded in Iowa Grants.

**RESOLUTION #14-25**

**A RESOLUTION APPROVING AN AGREEMENT FOR COVENANTS AND RESTRICTIONS FOR IOWA MAIN STREET INVESTMENT AND CITY OF CASCADE, IOWA**

WHEREAS, Iowa Economic Development Authority requested that the City of Cascade approve an Agreement for Covenants and Restrictions with Iowa Main Street Investments for the Downtown Housing grant; and,

WHEREAS, the Agreement for Covenants and Restrictions has been updated with the proper Grantor and Grantee information.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa approves the Agreement for Covenants and Restrictions with Iowa Main Street Investments.

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

\_\_\_\_\_  
Samie Simon, City Clerk

**AGREEMENT FOR COVENANTS AND RESTRICTIONS**

**Document prepared by, and  
after recording, please return to:**  
Rita C. Grimm, Chief Legal Counsel  
Iowa Economic Development Authority  
1963 Bell Avenue, Suite 200  
Des Moines, Iowa 50315  
(515) 348-6200

GRANTOR AND TAXPAYER: Iowa Main Street Investment

GRANTEE: City of Cascade

LEGAL DESCRIPTION:

Lot 1-1 Block 5 West Cascade (Orig Town); & Lot 1 West Cascade Place

**AGREEMENT FOR COVENANTS AND RESTRICTIONS  
(DOWNTOWN HOUSING GRANT PROGRAM)**

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), effective as of March 1, 2024, is between City of Cascade, (the "City"), and Iowa Main Street Investment (the "Owner").

WITNESSETH:

WHEREAS, the City received Downtown Housing Grant Program ("Program") funds from the Iowa Economic Development Authority ("IEDA"); and

WHEREAS, the City utilized the Program funds received from IEDA to assist Owner with its project to be located on the real estate described in **Exhibit A** hereto (the "Property") as identified in the Program application dated January, 2022, and the Owner and the City have entered into a Development Agreement relating to the Project, dated September 26, 2022 (the "Development Agreement"); and

WHEREAS, in accordance with the Program contract executed by the City and IEDA dated June 30, 2022 ("the Contract") and the Development Agreement, the Owner is required to develop a housing unit or housing units, and is further required to comply with the requirements and covenants set forth therein; and

WHEREAS, pursuant to 2 C.F.R. 200.310-316, property, supplies, and equipment purchased with Grant Funds, must continue to be used consistent with the purpose for which it was purchased or improved or be subject to disposition procedures specified therein; and

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Housing Units" means those units contained on the Property that are occupied as permanent residences.

"Downtown Housing Grant Program" or "Program" means the grant program administered by IEDA to provide financial assistance for projects that support local downtown revitalization through new and renovated housing opportunities in communities under 30,000.

"IEDA" means the Iowa Economic Development Authority.

2. As a condition to receipt of Program Funds, and in order to help ensure compliance by the Owner and any future owner of the Project with the requirements and covenants set forth in the Contract and Development Agreement throughout the required period of time ("Enforcement Period") as set forth in the Contract and Development Agreement thereto, so as to maintain the housing units for which assistance has been provided through the Program and therefore protect the investment of the City and IEDA in the Project, and in order to give the City and IEDA the ability to fulfill its obligations under the Program to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in **Exhibit A** hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Owner and its successors or assigns. The Owner, for itself and for its successors or assigns, makes the following covenants as to the use of the Project and the real estate described in **Exhibit A**:

(a) All of the Program Funds shall be spent on Eligible Costs of the Project described in the Contract, in accordance with the Project described in Exhibit A to the Contract;

(b) The Project shall be completed so as to provide the project benefits as required by and specified in the regulations and as referenced in the Contract;

(c) The Project shall constitute an eligible activity in compliance with the Program as described in the Contract, and the Owner shall comply with all of the Program requirements and shall own, operate and manage the Project as an eligible project **throughout the Enforcement Period ending effective December 31, 2031**;

(d) Throughout the Enforcement Period, the Project shall be continuously occupied as a permanent residence, except for reasonable periods required to fill a vacancy between occupants as determined by the city, and shall not be used as a short-term rental of fewer than six months in duration or used as other commercial property;

(e) Throughout the Enforcement Period, the Owner shall allow inspections of the Project to ensure continued compliance with all locally adopted and enforced building codes and standards, or, in the absence of any locally adopted and enforced building codes and standards, the requirements of the current Iowa State Building Code;

(f) Throughout the Enforcement Period, the City and Owner shall comply with all laws, guidance, rules and regulations applicable to the Program and Grant Funds, including but not limited to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF"); Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

(g) In order to ensure compliance with the covenants in subparagraphs (d), (e), and (f) above, Owner shall submit to the City its annual certification of compliance with such covenant, together with documentation in form and substance satisfactory to the City evidencing compliance with such covenant; and

(h) The Owner shall comply with all the covenants set forth in the Development Agreement.

3. All the covenants herein shall run with the real estate described in **Exhibit A** hereto and the Project thereon and be binding upon the Owner and its successors or assigns for the Enforcement Period. To ensure compliance with the requirements of the Program, this Agreement shall not be terminated before December 31, 2031.

4. Notwithstanding the provisions of Section 3, such covenants shall cease to apply to the Project prior to the end of the Enforcement Period in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Loan which prevents the City or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the Program.

Notwithstanding the provisions of Section 4, if once the Project has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Enforcement Period subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again

run with the land described in Attachment A hereto and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Enforcement Period.

5. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

6. This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder's office.

7. Except for the rental of units in the Project to tenants, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the City, which shall be conditioned solely upon receipt of evidence satisfactory to the City that the Owner's purchaser or transferee (i) has assumed in writing and in full the Owner's duties and obligations under this Agreement and all related documents thereto; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this paragraph may be ineffective to relieve the Owner of its obligations under this Agreement and all related documents thereto.

8. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of 20 Business Days, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Owner commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days, then the City may declare that the Owner is in default hereunder and may take any one or more of the following steps, at its option:

- (a) temporarily suspend making disbursements of Program Funds under this Agreement pending correction of the deficiency or default by the Owner;
- (b) require the immediate repayment of the Program Funds;
- (c) declare the Owner and its principals "not in good standing" with respect to the City;
- (d) cease making any further payments of Program Funds under this Agreement;
- (e) terminate this Agreement;
- (j) exercise any rights it may have under the Contract or Development Agreement; and
- (k) exercise any other rights and remedies that may be available under law or in equity.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

City: City of Cascade  
P.O. Box 400  
Cascade, Iowa 52033  
Attention: Deanna McCusker, Interim City Administrator

Owner: Iowa Main Street Investment  
4282 Buffalo Ct NE  
Solon, Iowa 52333  
Attention: Brian Bock, Owner

11. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by its duly authorized officers.

**OWNER:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Authority: \_\_\_\_\_

**STATE OF IOWA**            )

)

**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared \_\_\_\_\_, for \_\_\_\_\_, a \_\_\_\_\_ organized in the State of Iowa, and that \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_

**CITY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Authority: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Authority: \_\_\_\_\_

**STATE OF IOWA**            )

)

**COUNTY OF \_\_\_\_\_** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_ organized in the State of Iowa, and that \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

**STATE OF IOWA**            )

)

**COUNTY OF \_\_\_\_\_** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_ organized in the State of Iowa, and that \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**

The following described real estate located in the City of Cascade, Dubuque County, Iowa:

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

## CITY ADMINISTRATOR REPORT

### 01/27/25 City Council Meeting

- The Builders Risk insurance has been cancelled on the new library and we have full insurance on the building
- Final punch list meeting for the new library is Tuesday, January 28<sup>th</sup> at 1:30pm. It is already substantially completed.
- Library shelving and furniture still on track to be delivered and installed the first weeks in February. With moving to the new library to start the week of February 17. The new library is set to open March 3<sup>rd</sup>.
- Reminder we will have a budget workshop at 6pm on Monday, February 3<sup>rd</sup>.
- We are doing a demo with Tyler Technologies on February 12<sup>th</sup>. We did a demo with one company and it is literally going backwards from what we have. We have received a quote, but it will be amended since it included some alternative options. Once we have the demo I will get an updated quote. There is money in the current budget for the new software conversion.
- I am working on a sidewalk inspection program and will have council review once I have it more defined.
- FYI: regarding the street light globe. CMU replace these when light bulbs burn out or they no longer pass inspections, not just when they become faded. Globes are glass. Downtown streetlights have guards in them to alter how the light shines.
- There will be training on the alarm system at the library on Monday. Police, Fire and public works will be attending.