

**CITY OF CASCADE, IOWA  
COUNCIL MEETING AGENDA & PUBLIC NOTICE  
MONDAY, JULY 11, 2022, 6:00 P.M.  
CITY HALL, 320 1<sup>ST</sup> AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, July 11, 2022, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at [www.cityofcascade.org](http://www.cityofcascade.org) under city of Cascade tab and on Local Access Channel 18

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Speakers from the Floor** (limit 2 minutes per person).
6. **Consent Agenda** – Review and approve the following:
  1. City Council Minutes 6/27/22
  2. Library Board Minutes 6/27/22 and 7/5/22
  3. July Claims
  4. June Financial Reports and Fund Balances
  5. Moski’s BBQ – New Liquor License
7. **Consideration of Cycling Club Donation for Trail-Recognition**
8. **Consideration of ECIA Building Inspection Proposal – Questions and Answers**
9. **Discussion on Water and Sewer Connection and Service Fees Ordinance**
10. **Discussion on Garbage Hauler Permit Ordinance and Weekly Contract Renewal or Bidding**
11. **Consideration Resolution # 36-22 – Acceptance of 2<sup>nd</sup> Ave SE Contract Work**
12. **Discussion on Date to Discuss Report from Cindy Kendall – Office Duties and Job Descriptions -July 18 or 25**
13. **Discussion on Urban Renewal Amendment Process**
14. **Consideration of Resolution #37-22 Contributions to Community Groups**
15. **Reports – Police Chief and City Administrator**
  - a. **MSA City Engineer Update**
  - b. **June 2022 Police Report**
16. **Adjournment**

June 27, 2022  
City Council Meeting Minutes

The June 27, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Pro Tem Bill Hosch. The Pledge of Allegiance was recited. Hosch, Delaney, Oliphant and Rausch answered roll call. Knepper and Kelchen were excused.

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

Council reviewed the items in the consent agenda including City Council Minutes 6/13/22 and Liquor License Renewals for Textile Brewing Co and Kalmes Club 528. Motion Delaney, second Rausch. Motion carried.

Staff from ECIA were present to answer questions from contractors and elected officials regarding a proposed program to have ECIA staff complete building permit and inspection duties for the City. The first concern was higher fees. This will be discussed again at the next City Council meeting.

The Council will hold off on a final water and sewer connection fee ordinance decision until a determination has been made on the future of the building inspections.

Motion Delaney, second Oliphant to approve hiring Eastern Iowa Excavating and Concrete to repair a storm sewer manhole in the alley west of Hwy 136 between 1<sup>st</sup> and 2<sup>nd</sup> Aves NW in the amount of \$9426. Motion carried.

Motion Delaney, second Oliphant to approve hiring Eastern Iowa Excavating and Concrete to repair concrete on the 1<sup>st</sup> Ave E trail in the amount of \$2050.40. Motion carried.

The Council discussed the future of the residential and commercial garbage service contract and 3 options: to negotiate a one-year extension to the current contract with Republic Services, to re-negotiate a long-term contract with Republic Services or do a complete, new Request for Proposals with all companies. The Council also discussed the current City Ordinance and changes that should be addressed so that the contract aligns with current services and what services, if any, they would like to allow other haulers to provide within the City. This will be discussed again at the next meeting.

Resolution No 35-22 Approving a Second Stop Sign on 7<sup>th</sup> Street SE at Adams Street. Motion Delaney, second Oliphant, motion carried unanimously by roll call vote.

Motion Rausch, second Delaney to solicit Request for Proposals for IT services and bring proposals back to the City Council. Motion carried.

The Chief and elected officials reminder citizens that fireworks are not allowed to be shot off in the City and that it can be traumatic to veterans and animals. The Lion's Club was thanked for providing the upcoming 4<sup>th</sup> of July event.

Kotter reported the City staff will be sealcoating and crack filling in August.

Motion Oliphant , second Rausch to adjourn the meeting at 7:15p.m. Motion carried.

Lisa A. Kotter, Interim City Administrator

William Hosch, Mayor Pro-tem

Cascade Public Library Board of Trustees  
Minutes of June 27, 2022 Cascade Public Library  
Present: Kane, Brickley, Ludwig, Thomas, Recker, Kotter

1. Meeting called to order at 4:05 pm. Approval of the agenda was made by Thomas, second by Brickley, motion carried. Kotter brought up the discussion of the site by RiverPark for the future library being concerned by the lack of parking when the apartments were built where the future brewery will be located. The Board expressed that they still prefer the River Park site for the future library. This site was most preferred by the survey taken last fall.
2. Consideration to Contract with The Community Foundation of Greater Dubuque for Cascade Public Library Project Fundraising: was pre approved by Cascade City Council previous meeting. Amy Manternach and Peter Supple were there to represent CFGD. Manternach presented a campaign structure that includes:
  - \*Fundraising Committee with chair/co-chairs
  - \*Grant research and writing committee-to which Kotter said should come from City Hall
  - \*Event Committee to organize and host fundraising events
3. Consideration to Approve Campaign Name: Cascade's Next Chapter was selected for the slogan for the fundraising campaign and preferred by all Board members.
4. Consideration of Fundraising Timeline and Tasks: On Tuesday July 12th at 6:00pm there will be a public meeting held at City Council Chamber room . This motion for agreement and application was made by Thomas, second by Recker, motion was carried.
5. Motion to adjourn at 5:00 pm by Thomas, second by Recker , motion carried .

Monica Recker  
Secretary Cascade Public Library Board of Trustees

# Cascade Public Library Board of Trustees Minutes

Meeting July 5, 2022 City Hall, 4:30 pm

Present: Staff: Kane, Kotter and Board Members: Ludwig, Brindle, Thomas, Recker

1. Meeting called to order by Ludwig at 4:35
2. Approval of the agenda motion made by Thomas, second by Brindle, motion carried.
3. Approval of minutes from June 7, 2022 meeting made by Thomas, second by Brindle, motion carried.
4. .Public Comment-no public comment. During this meeting Lisa Kotter Interim Administrator said she was approached by he business owner of the insurance company next to the Cascade Public Library. How questions did the Cascade Public Library have any interest in building on his insurance property buildings. Kotter was told that he had not been directly been contacted about purchasing his property but had been invited a couple of times to attend the public meeting that were being held in the summer of 2021 when we were doing our planning with FEH. At that time there was not public interest in placing the library there and Director Kane had stated that the Library would have to close if this site was approved for construction. However the Board told Kotter that they would be open to the business owner for discussion. Kotter said she would relay that message. Amy Ludwig will contact FEH with feasibility for this site etc and get back to the Board with his comments.
5. Budget report: Kane noted that there was a \$20,000.00 amount in the Capital Improvement line for the new fiscal budget. This was because of the repair that has to be done on the existing library roof.
6. Bills: Hoopla had 2 months billing in this statement because of an email change for the Library. Summer reading bills have all been paid. The budget amount for books in 2022-2023 is \$28,000.00. There was a Bank Cash Report in the July meeting info and it showed that there is \$122,206.17 in he Library Reserve. Motion was made by Recker, second by Thomas, motion carried to pay bills.
7. Circulation Stats: There is a line that says On The Fly in the circulations stats report. Kane said that is the number of people that checked out books from other libraries. This month it was 47. All circulation numbers are up from May thru June 2022. Grand total of materials used was 3839 June 2022 from 3222 in May 2022. There is a HotSpot tat has not been returned and that user will receive a letter from Kane and if that does not suffice she will take actions with our local police.
8. Old Business: a. Future Bldg: Motion was made by Thomas, second by Brindle, motion carried to approve minutes from June 27th meeting with CFGD. There will be a Fundraising Meeting for the new Library on July 12, 2022 at 6:00pm at City Hall Council Chambers. Library board members are asked to invite as many residents as possible to this meeting. b. Newsbank: the motion was made by Recker, Second by Brindle , motion carried to approve the purchase of Newsbank service at a cost of \$350.00 per year. c. Summer reading update: there are 150 children registered for the program. There were 125 attendants at the Brent Alan program at the Community Park. Dubuque County Supervisor Ann McDonough stopped by the library and told One that the Library would be receiving a check for \$725.00 for the summer reading program . d. PRN: there was a discussion by the board to place an add for a PRN for the library on Facebook and social media. A motion was made by Recker, second by Thomas , motion carried to hire PRN with no additional budget costs for this fiscal year. Said person would only be there when regular staff was not at \$10.50an hour.
9. a. Programming/ events/ Librarians Calendar: July 12th Fundraising Committee meeting , July 13th Butterfly Tents at Community Park, July 14th Rudy Daniels Program at Riverbend at 4:30. To name just a few activities during July. b. Melissa Kane will be on vacation from July 18-July 24th.
10. Next Meeting: August 2nd at 4:30 at City Hall. Motion by Recker, second by Thomas, motion carried to adjourn at 6:00pm.

Monica Recker, Secretary Cascade Library Board of Trustees

**CLAIMS REPORT**  
**Vendor Checks: 6/15/2022- 7/08/2022**

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
0223735-IN	ACCO	CHLORINE,SODIUM BICARB-POOL		1,264.15
062322	R.D. DRENKOW & CO INC	PSF REIMB-HARTKE,STANER	18.48	
06302022	R.D. DRENKOW & CO INC	PSF REIMB-HOFFMANN	36.78	
063022	R.D. DRENKOW & CO INC	ADMIN SVC-JULY 2022	60.90	
07082022	R.D. DRENKOW & CO INC	PSF REIMB-HOFFMANN,GEHL,STANER	452.37	
61622	R.D. DRENKOW & CO INC	PSF REIMB-FRASHER,HARTKE	727.74	1,296.27
070122	AMERICAN LEGION POST 528	FY23 CONTRIBUTION		5,000.00
070122	ASHLEE EAVES	PUBL SWIM LESSON RFND-J.EAVES		40.00
2036539799	BAKER & TAYLOR BOOKS	BOOKS-LIB	214.77	
2036552995	BAKER & TAYLOR BOOKS	BOOKS-LIB	134.92	
2036574671	BAKER & TAYLOR BOOKS	BOOKS-LIB	68.10	
2036589896	BAKER & TAYLOR BOOKS	BOOKS-LIB	252.54	
2036614607	BAKER & TAYLOR BOOKS	BOOKS-LIB	551.54	
2036640663	BAKER & TAYLOR BOOKS	BOOKS-LIB	134.43	
2036670760	BAKER & TAYLOR BOOKS	BOOKS-LIB	111.31	
2036689903	BAKER & TAYLOR BOOKS	BOOKS-LIB	226.66	
2036741911	BAKER & TAYLOR BOOKS	BOOKS-LIB	146.48	1,840.75
515067	BEHREND'S CRUSHED STONE	GRAVEL-BUCHANAN PARKING LOT		571.50
07072022	BOOK LOOK	BOOKS-LIB	465.73	
07072022-1	BOOK LOOK	BOOKS-LIB	288.79	754.52
84476203	BOUND TREE MEDICAL LLC	ENDOTRACHEAL TUBE,DRESSING-EMS	122.53	
84577769	BOUND TREE MEDICAL LLC	SUCTION TUBING-EMS	4.74	127.27
070122	BRAD OR TANYA MANTERNACH	SWIM LESSON RFND-N.MANTERNACH		40.00
070722	BRENT ALLEN ENTERTAINMENT	MAGIC,COMEDY,PUPPETS-LIB PROG		350.00
1325	BROTHERS MARKET INC	WATER,CANDY-POOL	51.38	
3588	BROTHERS MARKET INC	ICE,WATER-POOL	12.49	
3888	BROTHERS MARKET INC	WATER,ICE-POOL	17.46	
4290	BROTHERS MARKET INC	FUN POPS-POOL	7.98	
5241	BROTHERS MARKET INC	WATER X4-POOL	15.96	
9243	BROTHERS MARKET INC	CONCESSIONS-POOL	55.76	161.03
070122	CASCADE COMMUNICATIONS CO	PHONE & INTERNET SVC		986.11
070122	CASCADE EMS	FY23 CONTRIBUTION		12,000.00
070122	CASCADE FIRE DEPARTMENT	FY23 CONTRIBUTION		5,000.00
070122	CASCADE HOMETOWN DAYS	FY23 CONTRIBUTION		1,000.00
070122	CASCADE LIONS CLUB	FY23 CONTRIBUTION		9,400.00
135535	CASCADE LUMBER CO	BLEACH-WA	5.49	
135579	CASCADE LUMBER CO	UPS SHIPPING-WA	11.82	
686960	CASCADE LUMBER CO	CEMENT MIX-PARKS	115.20	
686965	CASCADE LUMBER CO	SKIDSTEER AUGER RENT-PARKS	65.00	
688625	CASCADE LUMBER CO	HOSE MENDER,NOZZLE-POOL	16.78	
688640	CASCADE LUMBER CO	CONNECTOR HOSE-POOL	4.29	
690120	CASCADE LUMBER CO	TEFLON-WELL #5	1.89	
691520	CASCADE LUMBER CO	PAINT MARKER,WEEDBLOCK-PARKS	63.14	
692610	CASCADE LUMBER CO	BATTERIES,TANK LEVER-LIB	14.98	
693950	CASCADE LUMBER CO	REBAR,WIRE-SHOP	7.59	
695360	CASCADE LUMBER CO	CHAIN,RAPID LINKS-KUBOTA	7.87	
696965	CASCADE LUMBER CO	UPS SHIPPING-WA	24.86	
8409	CASCADE LUMBER CO	HOSE MENDER RETURN-POOL	3.99	334.92
070122	CASCADE MUNICIPAL UTILITIES	JULY 2022 UTILITIES		8,133.57
06222899	ADVERTISING CASCADE PIONEER	FLOODING TO FISHING	32.15	
06224036	LEGALS CASCADE PIONEER	MAY-JUNE 2022 PUBLISHING	196.41	
07072022	CASCADE PIONEER	SUBSCRIP RENEW-C.H.	55.00	283.56
07072022	CASEYS BUSINESS MASTERCARD	JUNE 2022 FUEL		205.56
77924146	CENGAGE LEARNING	LG PRINT BOOKS-LIB	60.72	

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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
77924748	CENGAGE LEARNING	LG PRINT BOOKS-LIB	46.48	107.20
070122	CHAMBER OF COMMERCE	FY23 CONTRIBUTION		8,000.00
1774734	CITY LAUNDERING CO	SUPPLIES & UNIFORMS	118.54	
1776854	CITY LAUNDERING CO	SUPPLIES & UNIFORMS	94.89	
1778970	CITY LAUNDERING CO	SUPPLIES & UNIFORMS	125.49	
1781078	CITY LAUNDERING CO	SUPPLIES & UNIFORMS	94.89	433.81
369601	COMPLETE OFFICE OF WISCONSIN	ROLL TOWELS, TISSUE-LIB		155.84
7136017	DEMCO INC	CLOROX, ENDUST, WIPES-LIB		32.39
1001175430	DOLLAR GENERAL-REGIONS 410526	CLEANING SUPPLIES-POOL	28.50	
1001177955	DOLLAR GENERAL-REGIONS 410526	NAPKINS, TRASH BAG-POOL, TOILET	59.20	87.70
173165	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-EMS	26.00	
173169	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-LIB	78.75	
173173	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-P.W.	297.20	
173174	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-C.H.	178.70	
173175	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-WWTP	81.00	
173178	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-POLICE	43.60	
173180	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-POOL	26.00	
173181	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER MAINT-WA	116.85	848.10
IVC20896	ECIA	FY23 MEMBERSHIP		1,360.02
070122	ENHANCEMENT COMMITTEE	FY23 CONTRIBUTION		900.00
070122	BEN FRASHER	BOOT ALLOW-FRASHER		50.00
070122	GARDEN CLUB	FY23 CONTRIBUTION		1,200.00
19534	GASSER FARM & HARDWARE LLC	BATTERIES-EMS	11.99	
19577	GASSER FARM & HARDWARE LLC	SPADE MOUNT ASSEMB-MOWER	2.39	
19615	GASSER FARM & HARDWARE LLC	GRND FAULT OUT TESTER-POOL	12.99	
19735	GASSER FARM & HARDWARE LLC	SECURITY BIT-STREETS	16.99	44.36
070122	GEHL LAWN SERVICE	WEED CONTROL-PARKS, WWTP		300.00
070122	PHIL GEHL	BOOT ALLOW-GEHL		50.00
6207476	HAWKINS INC	POLY PHOSPATE-WA	1,556.08	
6210950	HAWKINS INC	CHLORINE-WA	100.00	1,656.08
23294	HERB GREEN FORD INC	2017 FORD EXP MAINT-POLICE		372.65
070122	MARTY HOFFMANN	BOOT ALLOW-HOFFMANN		50.00
501912669	HOOPLA	AUDIOBOOK, EBOOK, MOVIE, MUSIC-LI	128.83	
502049140	HOOPLA	AUDIOBOOK, EBOOK, MUSIC, TV-LIB	176.26	305.09
167	HUMANITIES IOWA	LIB PROGRAM		50.00
070122	IA STATE UNIVERSITY EXTENSION	FY23 CONTRIBUTION		300.00
26240	IAMU	SAFETY TRAINING 3RD QTR 2022		599.76
19722	INSURANCE ASSOCIATES INC	INSURANCE-POOL, F.D.		1,999.00
07072022	IOWA DEPT OF NATURAL RESCOURCE	ANNUAL WATER SUPPLY FEE	262.80	
070720221	IOWA DEPT OF NATURAL RESCOURCE	NPDES APPLICATION FEE	85.00	347.80
070122	IOWA LEAGUE OF CITIES	FY23 MEMBERSHIP DUES		1,657.00
PR20220603	IPERS	IPERS	3,071.73	
PR20220609	IPERS	IPERS	3,222.11	6,293.84
PR20220609	IRS W/H	FED/FICA TAX	7,916.08	
PR20220623	IRS W/H	FED/FICA TAX	9,082.74	16,998.82
2206388-IN	J&R SUPPLY INC	MARKING PAINT-WA		48.00
070122	JONES COUNTY EDC	FY23 CONTRIBUTION		2,000.00
070122	JONES COUNTY ERT	FY23 CONTRIBUTION		2,000.00
070122	JONES COUNTY TOURISM	FY23 CONTRIBUTION		117.90
070122	JONES COUNTY YOUTH COALITION	FY23 CONTRIBUTION		500.00
612098	JUNIOR LIBRARY GUILD	BOOKS-LIB	12.50	
613919	JUNIOR LIBRARY GUILD	BOOKS-LIB	36.00	48.50
07072022	KOTTER LISA	JULY 2022 ALLOWANCE		1,260.00
20294376	LIME ROCK SPRINGS CO	CONCESSIONS-POOL	96.19	

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**Vendor Checks: 6/15/2022- 7/08/2022**

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
20295009	LIME ROCK SPRINGS CO	CONCESSIONS-POOL	298.75	
20295879	LIME ROCK SPRINGS CO	CONCESSIONS-POOL	79.00	
20296517	LIME ROCK SPRINGS CO	CONCESSIONS-POOL	164.51	638.45
197742	LYNCH DALLAS P.C.	ZONING		75.00
1508455	MADISON NATL LIFE INS CO, INC	AUGUST 2022 PREMIUM		319.96
070122	MARYVILLE FAM PARTNERSHIP	STREET BOND RFND-616 2ND AVE N		2,596.25
07082022	MCDERMOTT OIL CO	JUNE 2022 FUEL		2,577.65
070122	MCDERMOTT'S TREE & AERIAL LIFT	STUMP X6 REMOVAL-MCKINLEY ST		300.00
1985	MIDWEST PATCH	STOP SIGN-7TH ST SE & ADAMS	135.00	
3241	MIDWEST PATCH	HIGH PERFORMANCE PATCH	849.50	984.50
501898891	MIDWEST TAPE LLC	DVD-LIB	23.24	
501924431	MIDWEST TAPE LLC	DVD'S-LIB	63.71	
501924433	MIDWEST TAPE LLC	DVD-LIB	22.49	
501959584	MIDWEST TAPE LLC	DVD-LIB	12.99	
501985551	MIDWEST TAPE LLC	DVD'S-LIB	59.98	
502023626	MIDWEST TAPE LLC	DVD-LIB	22.49	
502050382	MIDWEST TAPE LLC	DVD-LIB	29.99	
502050383	MIDWEST TAPE LLC	DVD-LIB	26.24	
502090211	MIDWEST TAPE LLC	DVD-LIB	22.49	
502090212	MIDWEST TAPE LLC	DVD-LIB	22.49	306.11
PR20220609	MISSION SQUARE RETIREMENT	ICMA	953.02	
PR20220623	MISSION SQUARE RETIREMENT	ICMA	966.55	1,919.57
R00447047.0-7	MSA PROFESSIONAL SERVICES	RISE,NPDES,DOG PARK,RIVERVIEW	5,540.00	
R00447048.0-20	MSA PROFESSIONAL SERVICES	2ND AVE SE WATER MAIN IMPROV	975.00	6,515.00
534332	MYERS-COX	CONCESSIONS-POOL	623.37	
534843	MYERS-COX	CONCESSIONS-POOL	548.46	
535651	MYERS-COX	CONCESSIONS-POOL	596.27	1,768.10
070122	OPERATION NEW VIEW	FY23 CONTRIBUTION		1,600.00
717322508-02	ORIENTAL TRADING	MINI PLUSH ASSORT-LIB PROG		54.99
433-100596	PARTS AUTHORITY	CREDIT-BATTERY-SW	12.00-	
433-207862	PARTS AUTHORITY	GENERATOR BATTERY-SW	132.83	
433-207883	PARTS AUTHORITY	WASHER-SW	.72	
433-207884	PARTS AUTHORITY	30 AMP TEST CLI-GATOR	2.19	123.74
07072022	JOE OR PEG REIFF	AUGUST 2022 BLDG RENT-EMS		500.00
070122	BFI WASTE SERVICES LLC	RECYCLING SVC	7,121.66	
07072022	BFI WASTE SERVICES LLC	COMMERCIAL SANITATION	8,381.08	
897000963634	BFI WASTE SERVICES LLC	RESIDENTIAL SANITATION	6,996.69	22,499.43
2906	RHINO INDUSTRIES INC	CHEMICALS-SW	782.50	
2907	RHINO INDUSTRIES INC	CHEMICALS-SW	465.19	1,247.69
4300021164	RIVER CITY PAVING	HOT MIX		491.27
070122	ROCKIN' ON THE RIVER	FY23 CONTRIBUTION		2,000.00
070122	SCHMIDT GREG	BOOT ALLOW-SCHMIDT		50.00
1000042	SCHNEIDER GEOSPATIAL LLC	1/2 CONSULTING,REMOTE SVC		1,380.00
4493	SCHOCKEMOEHL LANDSCAPING INC	DECOR ROCK-PARK		72.00
2185677218	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	155.07	
269614331	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	93.42	
269751121	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	108.82	
269952301	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	41.31	
283658380	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	11.57	
283943543	SCHWAN'S HOME SERVICE	CONCESSIONS-POOL	261.11	671.30
07072022	CINDY STOLL	JUNE 2022 SERVICE		870.00
07072022	TELEGRAPH HERALD	SUBSCRIP RENEWAL-LIB		318.00
3100107743	TEST AMERICA LABORATORIES INC	WASTEWATER TESTING		1,957.50
PR20220603	TREAS STATE OF IOWA	STATE TAXES	849.00	

**CLAIMS REPORT**  
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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
PR20220609	TREAS STATE OF IOWA	STATE TAX	935.00	1,784.00
07082022	TREASURER STATE OF IOWA	JUNE 2022 WET	1,639.88	
07082022-1	TREASURER STATE OF IOWA	JUNE 2022 SALES TAX	3,490.08	5,129.96
070122	TRI COUNTY HISTORICAL SOC	FY23 CONTRIBUTION		5,000.00
921021	UMB BANK, N.A.	2012B BOND FEE-FINAL	250.00	
921551	UMB BANK, N.A.	HWY 136 BOND FEE	250.00	
921658	UMB BANK, N.A.	POOL BOND FEE	600.00	1,100.00
062322	UNITED STATES TREASURY	PCORI FEE		22.32
015907	USA BLUE BOOK	LMI REPAIR KIT-WA,GLOVES-SW		299.64
WRRRC011413	WATER & RESOURCE RECOVERY CTR	WATER EMS #29138		22.00
221640002469	WELLMARK BC/BS OF IA	JULY 2022 PREMIUM		7,356.70
Accounts Payable Total				<u>171,514.20</u>
Invoices: Paid				41,901.48
Invoices: Scheduled				129,612.72 <i>OK</i>
Payroll Checks				45,413.77
Report Total				<u><u>216,927.97</u></u>



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

FUND	NAME	AMOUNT
001	GENERAL	162,158.95
016	PARTIAL SELF-FUND	1,235.37
110	ROAD USE TAX	13,365.81
200	DEBT SERVICE	1,075.00
600	WATER	17,941.43
610	SEWER	21,151.41
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	TOTAL FUNDS	216,927.97

**TREASURER'S REPORT  
CALENDAR 6/2022, FISCAL 12/2022**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	404,059.85	97,250.39	113,600.18	.00	387,710.06
002 ARP- COVID-19 GRANT	98,274.20	173,538.06-	75,263.86-	.00	.00
011 POLICE	70,543.70	31.31	.00	.00	70,575.01
012 FIRE TRUCK	251,045.70	111.40	.00	.00	251,157.10
013 RIVERVIEW PARK	9,529.56	4.23	.00	.00	9,533.79
014 FIRE EQUIPMENT	67,500.00	.00	.00	.00	67,500.00
015 PUBLIC WORKS TRUCK	37,481.03	16.63	.00	.00	37,497.66
016 PARTIAL SELF-FUND	45,097.65	7.45	909.19	.00	44,195.91
017 SWIMMING POOL	39,489.94	4.17	.00	.00	39,494.11
018 CABLE	6,480.42	2.89	.00	.00	6,483.31
019 PARKS/PLAYGROUND	20,712.64	9.18	.00	.00	20,721.82
020 STREET EQUIP	71,422.63	31.70	.00	.00	71,454.33
021 LIBRARY	143,230.72	54.23	.00	.00	143,284.95
022 1ST AVENUE	307,452.98	.11	.00	.00	307,453.09
023 1ST AVE BRIDGE	.00	.00	.00	.00	.00
024 TYLER BRIDGE	.00	.00	.00	.00	.00
025 TRAIL	25.43	.00	.00	.00	25.43
026 SIREN	2,232.96	1.00	.00	.00	2,233.96
027 BICENTENNIAL	3,384.98	1.50	.00	.00	3,386.48
028 AMBULANCE	154,618.36	68.58	.00	.00	154,686.94
<b>GENERAL FUNDS:</b>	<b>1,732,582.75</b>	<b>75,943.29-</b>	<b>39,245.51</b>	<b>.00</b>	<b>1,617,393.95</b>
110 ROAD USE TAX	73,794.34	41,840.38	11,896.36	12.67	103,751.03
111 ARP (AMERI RESUCUE PLAN	.00	173,538.06	75,263.86	.00	98,274.20
112 EMPLOYEE BENEFITS	23,227.22	94.32	.00	.00	23,321.54
121 LOCAL OPTION	386,617.72	30,552.21	.00	.00	417,169.93
125 TAX INCREMENT FINANCING	122,997.96	1,910.82	384,537.25	.00	259,628.47-
<b>SPECIAL REVENUES:</b>	<b>606,637.24</b>	<b>247,935.79</b>	<b>471,697.47</b>	<b>12.67</b>	<b>382,888.23</b>
200 DEBT SERVICE	320,662.03-	377,113.86	1,075.00	.00	55,376.83
220 SPECIAL ASSESSMENT	.00	.00	.00	.00	.00
<b>DEBT SERVICE TOTALS</b>	<b>320,662.03-</b>	<b>377,113.86</b>	<b>1,075.00</b>	<b>.00</b>	<b>55,376.83</b>
310 HOUSING REHAB	13,603.74	.00	.00	.00	13,603.74
312 1ST AVE TRAIL PROJECT	9,990.32	.00	.00	.00	9,990.32
322 STREET IMPROVEMENTS	165,636.34-	.00	.00	.00	165,636.34-
323 HIGHWAY 136	88,676.19	.00	.00	.00	88,676.19
360 WATER SYSTEM IMPROVEMEN	700.53	.00	.00	.00	700.53
363 WWTP IMPROVEMENT PROJEC	358,669.62-	.00	.00	.00	358,669.62-
364 TRAIL WATER MAIN REPLAC	.00	.00	.00	.00	.00
365 MCKINLEY ST & 1ST AVE C	.00	.00	.00	.00	.00
366 SWIMMING POOL PROJECT	.00	.00	.00	.00	.00
<b>CAPITAL PROJECTS TOT</b>	<b>411,335.18-</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>411,335.18-</b>
600 WATER	81,086.65	30,301.04	80,635.07	17.26	30,769.88
601 DEPOSITS-WATER/SEWER	5,223.43	.00	.00	.00	5,223.43
603 WELL PUMP	52,232.75	23.19	.00	.00	52,255.94
604 2021A BOND	.00	.00	.00	.00	.00
605 2021A BOND SINKING	72,086.24	.00	.00	.00	72,086.24

**TREASURER'S REPORT**  
**CALENDAR 6/2022, FISCAL 12/2022**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
610 SEWER	732,624.40	75,346.33	475,907.72	10.07	332,073.08
611 SEWER SINKING	567,136.00	.00	.00	.00	567,136.00
620 GARBAGE	.00	.00	.00	.00	.00
621 GARBAGE TRUCK	.00	.00	.00	.00	.00
ENTERPRISE FUNDS:	1,510,389.47	105,670.56	556,542.79	27.33	1,059,544.57
GRAND TOTAL:	3,117,612.25	654,776.92	1,068,560.77	40.00	2,703,868.40
Report Total	3,117,612.25	654,776.92	1,068,560.77	40.00	2,703,868.40

**BANK CASH REPORT  
2022**

BANK NAME FUND GL NAME	MAY CASH BALANCE	JUNE RECEIPTS	JUNE DISBURSMENTS	JUNE CASH BALANCE	OUTSTANDING TRANSACTIONS	JUN BANK BALANCE
OHNWARD CHECKING ACCT						
BANK OHNWARD CHECKING ACCT						1,455,793.22
001 CASH - GENERAL	282,512.97	108,254.50	124,658.40	266,109.07	5,577.47	
002 CASH- ARP COVID 19 GRANT	98,274.20	173,538.06-	75,263.86-	0.00		
011 CASH - POLICE	0.00	0.00	0.00	0.00		
012 CASH - FIRE	0.00	0.00	0.00	0.00		
013 CASH - RIVERVIEW PARK	0.00	0.00	0.00	0.00		
014 CASH - FIRE EQUIPMENT	67,500.00	0.00	0.00	67,500.00		
015 CASH - PUBLIC WORKS TRUCK -	0.00	0.00	0.00	0.00		
016 CASH - PARTIAL SELF-FUND	28,280.86	0.00	909.19	27,371.67		
017 CASH - SWIMMING POOL	30,027.59	0.00	0.00	30,027.59		
018 CASH - CABLE	0.00	0.00	0.00	0.00		
019 CASH - PARKS/PLAYGROUND	0.00	0.00	0.00	0.00		
020 CASH - STREET EQUIP	0.00	0.00	0.00	0.00		
021 CASH - LIBRARY	21,024.55	0.00	0.00	21,024.55		
022 CASH - 1ST AVENUE	307,232.35	0.00	0.00	307,232.35		
023 CASH - 1ST AVE BRIDGE	0.00	0.00	0.00	0.00		
024 CASH - TYLER BRIDGE	0.00	0.00	0.00	0.00		
025 CASH - TRAIL	0.00	0.00	0.00	0.00		
026 CASH - SIREN	0.00	0.00	0.00	0.00		
027 CASH - BICENTENNIAL	0.00	0.00	0.00	0.00		
028 CASH - AMBULANCE	0.00	0.00	0.00	0.00		
110 CASH - ROAD USE TAX	73,794.34	43,444.38	13,487.69	103,751.03		
111 CASH	0.00	173,538.06	75,263.86	98,274.20		
112 CASH - EMPLOYEE BENEFITS	23,227.22	94.32	0.00	23,321.54		
121 CASH - LOST	386,617.72	30,552.21	0.00	417,169.93		
125 CASH - TIF	122,997.96	1,910.82	384,537.25	259,628.47-		
200 CASH - DEBT SERVICE	320,662.03-	377,113.86	1,075.00	55,376.83		
220 CASH - SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00		
310 CASH - HOUSING REHAB	13,603.74	0.00	0.00	13,603.74		
312 CASH - 1ST AVE TRAIL PROJECT	9,990.32	0.00	0.00	9,990.32		
322 CASH - STREET IMPROVEMENTS	165,636.34-	0.00	0.00	165,636.34-		
323 CASH - HIGHWAY 136	88,676.19	0.00	0.00	88,676.19		
360 CASH - WATER SYS IMPROVEMENT	700.53	0.00	0.00	700.53		
363 CASH - WWTP IMPROVEMENT PROJ	358,669.62-	0.00	0.00	358,669.62-		
364 CASH - TRAIL WATER MAIN REPLAC	0.00	0.00	0.00	0.00		
365 CASH - MCKINLEY ST & 1ST AVE	0.00	0.00	0.00	0.00		
366 CASH - SWIMMING POOL PROJ	0.00	0.00	0.00	0.00		
600 CASH - WATER	1,001.48-	30,961.93	81,348.67	51,388.22-		
601 CASH - DEPOSITS	1,723.43	0.00	0.00	1,723.43		
603 CASH - WELL PUMP	0.00	0.00	0.00	0.00		
604 CASH - 2021A BOND	0.00	0.00	0.00	0.00		
605 CASH - 2021A BOND SINKING	0.00	0.00	0.00	0.00		
610 CASH - SEWER	587,165.27	75,649.81	476,265.65	186,549.43		
611 CASH - SEWER SINKING	567,136.00	0.00	0.00	567,136.00		
620 CASH - GARBAGE	0.00	0.00	0.00	0.00		
621 CASH - GARBAGE TRUCK	0.00	0.00	0.00	0.00		
OHNWARD CHECKING ACCT TOTALS	1,864,515.77	667,981.83	1,082,281.85	1,450,215.75	5,577.47	1,455,793.22

**BANK CASH REPORT**  
2022

BANK NAME FUND GL NAME	MAY CASH BALANCE	JUNE RECEIPTS	JUNE DISBURSMENTS	JUNE CASH BALANCE	OUTSTANDING TRANSACTIONS	JUN BANK BALANCE
<b>OHNWARD MONEY MARKET ACCT</b>						
BANK OHNWARD MONEY MARKET ACCT						1,253,652.65
001 CDS/INVESTMENTS - GENERAL	121,546.88	54.11	0.00	121,600.99		
011 CDS/INVESTMENTS - POLICE CAR	70,543.70	31.31	0.00	70,575.01		
012 CDS/INVESTMENTS - FIRE TRUCK	251,045.70	111.40	0.00	251,157.10		
013 CDS/INVESTMENTS - RIVERVIEW	9,529.56	4.23	0.00	9,533.79		
015 CDS/INVESTMENTS - TRUCK RSRV	37,481.03	16.63	0.00	37,497.66		
016 CDS/INVESTMENTS - PARTIAL SELF	16,816.79	7.45	0.00	16,824.24		
017 CDS/INVESTMENTS - SWIMMING	9,462.35	4.17	0.00	9,466.52		
018 CDS/INVESTMENTS - CABLE RSRV	6,480.42	2.89	0.00	6,483.31		
019 CDS/INVESTMENTS - PARKS	20,712.64	9.18	0.00	20,721.82		
020 CDS/INVESTMENTS - STREET EQUIP	71,422.63	31.70	0.00	71,454.33		
021 CDS/INVESTMENTS - LIBRARY RSRV	122,206.17	54.23	0.00	122,260.40		
022 CDS/INVESTMENTS - 1ST AVE RSRV	220.63	0.11	0.00	220.74		
024 CDS/INVESTMENTS - TYLER BRIDGE	0.00	0.00	0.00	0.00		
025 CDS/INVESTMENTS - TRAIL RSRV	25.43	0.00	0.00	25.43		
026 CDS/INVESTMENTS - SIREN RSRV	2,232.96	1.00	0.00	2,233.96		
027 CDS/INVESTMENTS - BICENTENNIAL	3,384.98	1.50	0.00	3,386.48		
028 CD/INVESTMENTS - AMBULANCE RES	154,618.36	68.58	0.00	154,686.94		
110 CDS/INVESTMENTS - ROAD USE TAX	0.00	0.00	0.00	0.00		
112 CDS/INVESTMENTS - EMPLOYEE BEN	0.00	0.00	0.00	0.00		
125 CDS/INVESTMENTS - TIF	0.00	0.00	0.00	0.00		
200 CDS/INVESTMENTS - DEBT SERVICE	0.00	0.00	0.00	0.00		
600 CDS/INVESTMENTS - WATER	82,088.13	69.97	0.00	82,158.10		
601 CDS/INVESTMENTS - DEPOSITS	3,500.00	0.00	0.00	3,500.00		
603 CDS/INVESTMENTS - WELL PUMP	52,232.75	23.19	0.00	52,255.94		
605 CD'S/INVESTMENTS-2021A SINKING	72,086.24	0.00	0.00	72,086.24		
610 CDS/INVESTMENTS - SEWER	145,459.13	64.52	0.00	145,523.65		
611 CDS/INVESTMENTS - SEWER SINKIN	0.00	0.00	0.00	0.00		
620 CDS/INVESTMENTS - GARBAGE	0.00	0.00	0.00	0.00		
621 CDS/INVESTMENTS - GARBAGE TRK	0.00	0.00	0.00	0.00		
<b>OHNWARD MONEY MARKET ACCT TOTA</b>	<b>1,253,096.48</b>	<b>556.17</b>	<b>0.00</b>	<b>1,253,652.65</b>	<b>0.00</b>	<b>1,253,652.65</b>
<b>OHNWARD BANK CD</b>						
BANK OHNWARD BANK CD						
019 CD - PARKS	0.00	0.00	0.00	0.00		
021 CD - LIBRARY	0.00	0.00	0.00	0.00		
022 CD - 1ST AVE	0.00	0.00	0.00	0.00		
600 CD - WATER	0.00	0.00	0.00	0.00		
<b>OHNWARD BANK CD TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL OF ALL BANKS</b>	<b>3,117,612.25</b>	<b>668,538.00</b>	<b>1,082,281.85</b>	<b>2,703,868.40</b>	<b>5,577.47</b>	<b>2,709,445.87</b>

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

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	113,600.18	1,680,394.56	1,832,909.00	152,514.44
	ARP- COVID-19 GRANT TOTAL	75,263.86-	.00	.00	.00
	POLICE TOTAL	.00	38,000.00	38,000.00	.00
	PARTIAL SELF-FUND TOTAL	909.19	11,052.17	20,000.00	8,947.83
	SWIMMING POOL TOTAL	.00	15,167.67	.00	15,167.67-
	PARKS/PLAYGROUND TOTAL	.00	.00	20,000.00	20,000.00
	LIBRARY TOTAL	.00	21,988.94	22,000.00	11.06
	ROAD USE TAX TOTAL	11,896.36	270,513.25	299,827.00	29,313.75
	ARP (AMERI RESUCUE PLAN) TOTA	75,263.86	75,263.86	.00	75,263.86-
	EMPLOYEE BENEFITS TOTAL	.00	25,000.00	25,000.00	.00
	LOCAL OPTION TOTAL	.00	232,725.00	232,725.00	.00
	TAX INCREMENT FINANCING TOTAL	384,537.25	469,644.76	472,519.00	2,874.24
	DEBT SERVICE TOTAL	1,075.00	712,270.09	713,385.00	1,114.91
	HIGHWAY 136 TOTAL	.00	.00	88,676.00	88,676.00
	SWIMMING POOL PROJECT TOTAL	.00	751.09	20,000.00	19,248.91
	WATER TOTAL	80,635.07	667,153.36	638,691.00	28,462.36-
	DEPOSITS-WATER/SEWER TOTAL	.00	480.00	1,000.00	520.00

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

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SEWER TOTAL	475,907.72	823,785.34	901,639.00	77,853.66
	TOTAL EXPENSES BY FUND	<u>1,068,560.77</u>	<u>5,044,190.09</u>	<u>5,326,371.00</u>	<u>282,180.91</u>

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

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,561,258.00	97,250.39	1,507,979.77	96.59	53,278.23
	ARP- COVID-19 GRANT TOTAL	173,538.00	173,538.06-	.00	.00	173,538.00
	POLICE TOTAL	300.00	31.31	402.79	134.26	102.79-
	FIRE TRUCK TOTAL	21,000.00	111.40	20,967.91	99.85	32.09
	RIVERVIEW PARK TOTAL	100.00	4.23	38.91	38.91	61.09
	FIRE EQUIPMENT TOTAL	10,000.00	.00	10,000.00	100.00	.00
	PUBLIC WORKS TRUCK TOTAL	5,150.00	16.63	5,138.58	99.78	11.42
	PARTIAL SELF-FUND TOTAL	20,150.00	7.45	20,068.86	99.60	81.14
	SWIMMING POOL TOTAL	5,100.00	4.17	38,262.46	750.24	33,162.46-
	CABLE TOTAL	100.00	2.89	26.59	26.59	73.41
	PARKS/PLAYGROUND TOTAL	300.00	9.18	84.96	28.32	215.04
	STREET EQUIP TOTAL	20,200.00	31.70	20,232.39	100.16	32.39-
	LIBRARY TOTAL	15,300.00	54.23	15,455.30	101.02	155.30-
	1ST AVENUE TOTAL	3,000.00	.11	.99	.03	2,999.01
	SIREN TOTAL	50.00	1.00	9.32	18.64	40.68
	BICENTENNIAL TOTAL	50.00	1.50	13.84	27.68	36.16
	AMBULANCE TOTAL	20,500.00	68.58	20,573.13	100.36	73.13-



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

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	ROAD USE TAX TOTAL	307,000.00	41,840.38	331,165.70	107.87	24,165.70-
	ARP (AMERI RESUCUE PLAN) TOTA	.00	173,538.06	173,538.06	.00	173,538.06-
	EMPLOYEE BENEFITS TOTAL	25,679.00	94.32	25,603.72	99.71	75.28
	LOCAL OPTION TOTAL	400,000.00	30,552.21	401,692.33	100.42	1,692.33-
	TAX INCREMENT FINANCING TOTAL	324,237.00	1,910.82	331,606.46	102.27	7,369.46-
	DEBT SERVICE TOTAL	715,148.00	377,113.86	715,279.04	100.02	131.04-
	SWIMMING POOL PROJECT TOTAL	.00	.00	15,167.67	.00	15,167.67-
	WATER TOTAL	388,100.00	30,301.04	341,301.99	87.94	46,798.01
	WELL PUMP TOTAL	200.00	23.19	213.82	106.91	13.82-
	SEWER TOTAL	899,600.00	75,346.33	846,479.81	94.10	53,120.19
	TOTAL REVENUE BY FUND	<u>4,916,060.00</u>	<u>654,776.92</u>	<u>4,841,304.40</u>	<u>98.48</u>	<u>74,755.60</u>

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

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	POLICE TOTAL	15,940.94	257,668.11	281,336.00	23,667.89
	EMERGENCY MANAGEMENT TOTAL	.00	75,263.86	1,000.00	74,263.86-
	FLOOD CONTROL TOTAL	.00	75.00	.00	75.00-
	FIRE TOTAL	5,784.08	32,256.77	52,680.00	20,423.23
	AMBULANCE TOTAL	3,434.26	56,045.39	76,500.00	20,454.61
	ANIMAL CONTROL TOTAL	.00	.00	.00	.00
	<b>PUBLIC SAFETY TOTAL</b>	<b>25,159.28</b>	<b>421,309.13</b>	<b>411,516.00</b>	<b>9,793.13-</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	10,959.23	430,578.70	466,764.00	36,185.30
	STREET LIGHTING TOTAL	928.95	11,061.91	23,000.00	11,938.09
	SNOW REMOVAL TOTAL	945.00	27,686.62	41,463.00	13,776.38
	RECYCLING/GARBAGE TOTAL	24,150.22	272,282.06	265,200.00	7,082.06-
	<b>PUBLIC WORKS TOTAL</b>	<b>36,983.40</b>	<b>741,609.29</b>	<b>796,427.00</b>	<b>54,817.71</b>
	LIBRARY TOTAL	9,058.10	165,150.09	176,442.00	11,291.91
	PARKS TOTAL	8,368.58	42,717.62	65,308.00	22,590.38
	SWIMMING POOL TOTAL	26,852.95	132,393.11	144,752.00	12,358.89
	OTHER CULTURE/RECREATION TOTA	.00	.00	.00	.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>44,279.63</b>	<b>340,260.82</b>	<b>386,502.00</b>	<b>46,241.18</b>
	COMMUNITY BEAUTIFICATION TOTA	1,043.10-	26,956.90	45,000.00	18,043.10
	TIF REVOLVING FUND TOTAL	7,707.25	92,814.76	95,689.00	2,874.24
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>6,664.15</b>	<b>119,771.66</b>	<b>140,689.00</b>	<b>20,917.34</b>
	MAYOR/COUNCIL/CITY MGR TOTAL	2,085.72	8,511.97	8,550.00	38.03
	EXECUTIVE ADMINISTRATION TOTA	753.55	2,852.73	3,110.00	257.27
	CLERK/TREASURER/ADM TOTAL	9,027.38	142,693.92	146,850.00	4,156.08
	ELECTIONS TOTAL	.00	7,884.77	2,500.00	5,384.77-
	LEGAL SERVICES/ATTORNEY TOTAL	765.00	5,218.50	10,000.00	4,781.50
	CITY HALL/GENERAL BLDGS TOTAL	6,631.84	177,608.11	178,217.00	608.89
	CABLE ACCESS CHANNEL TOTAL	1,763.03	48,476.64	50,234.00	1,757.36
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>21,026.52</b>	<b>393,246.64</b>	<b>399,461.00</b>	<b>6,214.36</b>
	AMBULANCE TOTAL	.00	30,815.09	30,830.00	14.91
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	517,555.00	517,555.00	.00
	DEBT SERVICES TOTAL	1,075.00	163,900.00	165,000.00	1,100.00
	<b>DEBT SERVICE TOTAL</b>	<b>1,075.00</b>	<b>712,270.09</b>	<b>713,385.00</b>	<b>1,114.91</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	.00	.00	.00

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

PCT OF FISCAL YTD 100.0%

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

Moski's BBQ outdoor Service Area







## July 11, 2022 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, Interim City Administrator

Date: July 8, 2022

Re: Cycling Club Donation

As you know we are working with the Cascade Enhancement Committee to raise funds to purchase new metal, brown benches in various places such as Riverview Park, Community Park, Coohy Trail, etc. Linda Hoffman approached me as she was approached by members of the disbanded Cycling Club that had given funds for the paving of the Coohy Trail. The message was that the City was supposed to purchase two benches in return for the Club's donation. The trail cost approximately \$70,984. The donation was \$13,823.80 and each bench costs \$2,000. I have included the minutes that show the group requested the benches. However, there was no action taken by the City to set aside these funds. The fiscal year was balanced with amendments without allocating \$4,000 in benches. If the benches are purchased, it would have to come from unbudgeted money in the new FY 23. I might suggest we try to recognize them in a way that does not cost the City \$4,000. There is also only one planned spot left for a bench on the paved trail. One idea would be to purchase one bench or place some type of recognition at the trail head where the large rock is near the soccer field. There was also a member of the previous bicyclist club that indicated to Linda that the group as a whole did not expect a large dollar item recognition such as the bench. I am bringing this to the City Council for direction as we are preparing to order benches and not sure what the group would like to do.



September 27, 2021  
City Council Meeting Minutes

The September 27, 2021 Regular City Council meeting was called to order at 6:00PM by Mayor Staner. The Pledge of Allegiance was recited and then Hosch, Kelchen, Knepper, Delaney and Rausch answered roll call.

A motion was made by Kelchen, second by Hosch to approve the agenda. Motion carried.

No speakers addressed the City Council.

Council reviewed the items in the consent agenda including City Council minutes 09/13/21, Library Board minutes 09/8/21, Cascade Economic Development Corporation minutes 08/25/21, Annual Financial Report for fiscal year 2020-2021, Annual Urban Renewal Report for FY21 and Annual City Street Finance Report for FY21. Motion by Delaney, second by Kelchen to approve the items in the consent agenda. Motion carried.

The Cascade Cycling Club was present to present a check to the City for upgrading the Coohy Trail to an asphalt trail. Terry Frasher addressed the City Council and thanked the city for doing this and asked that we consider extending our other existing trails. The check presented was in the amount of \$13,823.80. The Cycling Club's only request is that we place 2 benches along the trail with plaques from the Cycling Club. Present from the Cascade Cycling Club included John and Linda Kremer, Terry and Jan Frasher, Jessica Koob, and Nancy Strang. Randy Lyons was also involved with this club. A photo was done of the City Council and Cycling Club. The City would like to extend a gracious thank you to the cycling club for this donation towards the trail project.

Nick Leytem from the Fire Department was present to discuss trick or treating and to let council know they are wanting to do the fire truck parade again and that they will be holding their annual costume dance on Saturday, October 30<sup>th</sup>. After some discussion, it was suggested to hold trick or treat from 4:00-5:30pm on Saturday, October 30<sup>th</sup> and the truck parade would follow starting at 6:30pm and the dance to follow at the American Legion at 8pm. Motion by Kelchen, second by Rausch to set trick or treat for October 30<sup>th</sup> from 4:00-5:30pm. Motion carried unanimously.

Members of the Cascade Economic Development Corporation (CEDC) and ECIA were present to provide City Council with a brief annual update. Brad Ludwig addressed the City Council and introduced Holly McPherson and Matt Specht, who handles a lot of duties for the CEDC. Holly McPherson then addressed the City Council and provided them with a handout that provided an overview. Holly and Matt visit smaller non-manufacturing companies to get feedback on needs and what is going well. Greater Dubuque visits the manufacturing companies. CEDC and ECIA also assists businesses with workforce issues and trying to attract leads to Cascade. They also find funding opportunities and writes grants. They also perform administrative duties for CEDC. CEDC and ECIA are now more focused on improving the community as a whole that includes partnering with the City. A very good informative update.

Council reviewed the *2<sup>nd</sup> Reading, with the consideration of Waiving the 3<sup>rd</sup> Reading of Ordinance #6-21, An Ordinance Amending the Code of Ordinances of the City of Cascade, Iowa, by Vacating a 290' of Nixon Street SE in the City of Cascade, Iowa.* Motion by Kelchen, second by Rausch to approve the *2<sup>nd</sup> Reading and Waived the 3<sup>rd</sup> Reading of Ordinance #6-21.* Motion carried unanimously by roll call.

Council then began discussing the price to charge for the vacated 290' of Nixon Street. The Council just passed an updated policy on how to determine pricing for vacated streets/alleys at the last meeting. With using this calculation, the price per square foot would be \$.51. This section of Nixon Street was not finished by the City. The owner of Eastern Iowa Excavating has put in infrastructure and is putting the street in to abut the existing street at his own cost. The street would have cost the city over \$60,000. During the discussion, it was suggested that we not charge a fee, but to charge for the legal fees. Motion by Kelchen, second by Rausch to not charge a

**G/L EXPENSE HISTORY REPORT**  
**FROM 07/2021 TO 6/2022**

ACCOUNT NUMBER	ACCOUNT NAME	(FISCAL 1/2022 TO 12/2022)	AMOUNT
DATE JRNL	NAME/OTHER REFERENCE	PO NUMBER INVOICE	CHECK NO REF/DESCRIPTION
001-210-6761	STREET IMPROVEMENTS		
8/31/21 AP1567	KLUESNER CONSTRUCTION	28395	64060 ASPHALT OVERLAY-COOHEY TRAIL 62784.86
8/31/21 AP1567	KLUESNER CONSTRUCTION	28396	64060 BUCHANAN ST PARKING LOT 41945.24
9/08/21 AP1573	CONCRETE RAISING SOLUTIOS	000151	64044 MAN HOLE REPAIR X3-HWY 136 920.00
9/29/21 GL0728	MISC REVENUES		→ CASCADE CYCLING CLUB 13823.80 ← COOHEY TRAIL DONATION Check Number 1000
10/28/21 AP1605	GENERAL TRAFFIC CONTROLS	21561	4937 TRAFFIC SIGNAL 24690.00
12/02/21 AP1626	KLUESNER CONSTRUCTION	29305	64215 BLACK DIRT, SEEDING-COOHEY TRAI 8200.00
12/07/21 AP1630	EASTERN IOWA EXCAVATING	120721	64206 GARFIELD STORM SW INTAKES 16883.66
1/05/22 AP1643	WEBER CONSTRUCTION INC	914	5107 DETENTION POND MAINT 190.00
1/05/22 AP1643	WEBER SURVEY LLC	10522	64277 BUCHANAN ST PARKING LOT SURVEY 2640.00
1/07/22 AP1645	EASTERN IOWA EXCAVATING	10722	64257 BUCHANAN ST PKG LOT, 1ST AVE SI 31052.23
	ACCOUNT TOTAL		----- 175,482.19
			REPORT TOTAL =====
			175,482.19



## July 11, 2022 Agenda

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

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

**Date: July 8, 2022**

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

As the City Council is aware, the staff from ECIA was present at the last meeting to answer questions on a possible program in which ECIA would provide staffing for inspections. In the packet is the letter that was sent to area contractors inviting them to the meeting. Six contractors were present at the meeting and had their questions answered. The main concern from those giving input is cost increases. We waited to take any action since Council Member Kelchen and Mayor Knepper were not in attendance.

Attached in the packet is information from ECIA on signing up for a phased in approach for permits and inspections. This first step would be a plan to have the ECIA staff do plan reviews, and depending on the type of projects a setback inspection and final inspection. The fees for residential property is \$93 per hour for inspection work and \$58 per hour for administrative work. While ECIA would bill us per hour we would set fees to include collecting enough to cover the bill from ECIA and some administrative time of City staff such as the Clerk, Administrator and Public Works Director. Most communities seem to upcharge a ECIA cost by 30% so a \$300 bill from ECIA would be a permit fee to the resident of \$400. Commercial plan reviews are based on square footage and the chart is included. I have also included what the inspection report would look like for a commercial review. Below are notes to help understand plan review times for residential.

**Garage:** A plan review to check location on site. Then a Setback inspection to ensure it get's placed correctly. But I don't see a need for a final on that....State will be checking electrical. So 2.5hours.

**Deck:** A plan review check location on site. Then a Setback inspection to verify placement again. And we should to a final as well to check guardrails, and stairs, and verify they used correct sized posts, beams and joists. 3.5 hours.

**Remodel:** Just a plan review. Then a final only if deemed needed eg. Bedroom, major remodel that might affect egress, or an addition. 1-2.5 hours.

**Fence:** I would think the City could just issue that without a plan review, give them info on the rules and check placement on your own or have us do it next time we are in town.

Keep in mind, less hours if we go to multiple sites that day and are already in town.





A Place We Call Home

City of Cascade  
320 1<sup>st</sup> Avenue West  
P.O. Box 400  
Cascade, Iowa 52033  
Ph. 563-852-3114  
[admin@citycascade.com](mailto:admin@citycascade.com)

June 16, 2022

Dear Area Contractors:

We are extending this invitation to join us at the **Monday, June 27** City Council meeting to discuss the idea of Cascade joining the consortium organized by ECIA to provide building inspection services. This change would mean work would be completed by certified building inspectors Craig Elskamp and Matt Specht or others that work for ECIA. There will also be an increase in the fees since this will be a higher level of service. The current work the team completes is listed below.

- Asbury on a regular basis for both commercial and residential.
- Peosta on a regular basis for residential. They are working on adopting commercial.
- Maquoketa as requested for commercial plan reviews only.
- Existing building code reviews and building evaluations for Delhi, Edgewood, and Dyersville in recent years.

The ECIA inspectors will be at the Cascade City Hall to answer questions starting at 5:30 pm and the meeting will begin at 6:00 p.m.. The City Council recognizes that a higher fee is not something anyone wants to charge or pay, but they are looking to assure the best, highest quality service as it relates to inspections. You are welcome to join us to discuss the possible change and ask any questions you might have.

Please let me know if there questions by calling 563-852-3114.

Sincerely,

A handwritten signature in blue ink that reads "Lisa A. Kotter". The signature is written in a cursive, flowing style.

Lisa A. Kotter  
Interim City Administrator

**SHOP LOCAL, BUY LOCAL**

Feltons  
612 2<sup>nd</sup> Ave NW  
Cascade, IA 52033

J&L Lumber  
6803 Columbus St  
New Vienna, IA 52065

Noonan Fencing  
21814 21<sup>st</sup> Ave  
Bernard, IA 52032

Century Building Products  
201 8<sup>th</sup> Ave NW  
Worthington, IA 52078

LeConte Construction LLC  
5974 Olde Massey Road  
Dubuque, IA 52003

Mark Redman  
24380 7<sup>th</sup> Avenue  
Bernard, IA 52032

Coyle Concrete  
PO Box 352  
Cascade, IA 52033

Neil Hoffman  
1000 8<sup>th</sup> Ave SE  
Cascade, IA 52033

Jesse Loewen  
209 Madison St SE  
Cascade, IA 52033

Pete and Chris McAllister  
PO Box 1  
Cascade, IA 52033

Terry Gravel  
155 Jack Oak Dr SE  
Cascade, IA 52033

Herb Manternach  
1108 3<sup>rd</sup> Ave SE  
Cascade, IA 52033

River  
PO Box 1430  
Dubuque, IA 52004

Scott Ward  
401 Garfield St SW  
Cascade, IA 52033

Josh Thomas  
1009 8<sup>th</sup> Ave SE  
Cascade, IA 52033

Heier Fencing  
13975 Ryan Rd  
Peosta, IA 52068

Mike Beck  
PO Box 98  
Cascade, IA 52033

Chad Demmer  
PO Box 189  
Cascade, IA 52033

Cascade Lumber Co  
PO Box 220  
Cascade, IA 52033

Marv McLees  
PO Box 687  
Cascade, IA 52033

B&L Construction  
308 Adams St SE  
Cascade, IA 52033

Smith Construction  
24507 63<sup>rd</sup> Ave  
Cascade, IA 52033

Kleitsch Electric  
24926 248<sup>th</sup> Street  
Cascade, IA 52033

Mark Bader  
22509 River Road  
Monticello, IA 52310

Mike McDermott  
PO Box 581  
Cascade, IA 52033

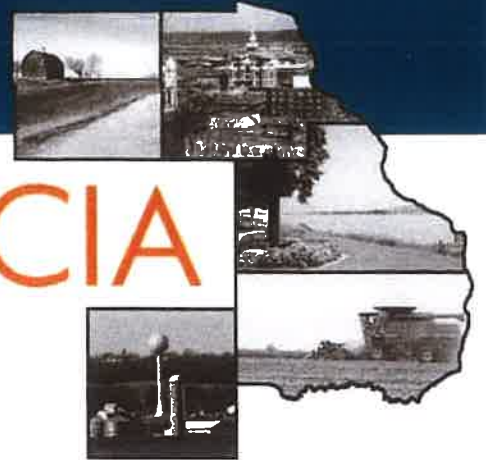
Dan Gile  
PO Box 165  
Cascade, IA 52033

Scott Casey  
1008 6<sup>th</sup> Ave SE  
Cascade, IA 52033

Mark Weber  
PO Box 639  
Cascade, IA 52033

Ross Orr  
PO Box 746  
Cascade, IA 52033

Pete Conrad  
609 Baja Dr  
Epworth, IA 52045



Lisa A. Kotter  
Interim City Administrator  
City of Cascade  
320 1<sup>st</sup> Ave W  
Cascade, IA 52033

June 9, 2022

**Summary of Proposed Building Inspection Services for the City of Cascade, IA:**

**Residential Construction:** New one & two family dwellings, townhouses, additions, and remodels, as well as decks and fences. (No re-roofs or pools.)

- 1) Plan Review (Floor plans, elevations, foundation plan, and site plan)  
Review plans for egress, placement on lot within setbacks, provide list of general code requirements, answer any contractor questions.
- 2) Setback Inspection.  
Check for proper placement of structure on lot. (Contractor to locate property pins.)
- 3) Final Inspection.  
Check guardrails and handrails. Test smoke detectors. Check for emergency egress required components. Check for any exposed wiring. Check for required fire rated construction (between garage and dwelling, under stair, floor framing)

Estimated Residential Fees: \$93/hour (FY23 rate)

Plan Review: 1 hours.

Setback Inspection: 1.5 hours.

Final Inspection: 1.5 hours.

ECIA Admin charge of 1 hour (\$58/hr FY 23 rate) per month for administration staff to schedule inspections and coordinate inspection work logs.

Note: Time may be reduced if there are multiple inspections on the same day. Re-inspections will be an additional charge. Additional Costs: ECIA to charge the City milage at the federal rate. City to include mark-up and/or administration fees.

**Commercial Construction:** Any commercial building including apartment buildings.

- 1) Plan Review (Drawings from a professional architect and/or engineer required)  
Full plan review in accordance with the State of Iowa Adopted Building Code. (Life Safety, electrical, plumbing, mechanical)

Estimated Commercial Fees: See fee chart based on square foot area of building. Fees in chart reflect ECIA charges. City to include mark-up and/or administration fees.

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



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

# Building Code Inspections

- **Staffing**
  - ECIA staff will conduct inspections
  - Staff trained in Code inspections
  - Minimum of two staff will be available for inspections
  - ECIA insurance covers inspections
- **Timeframe**
  - ECIA will begin inspections with a signed contract and resolution
  - ECIA will be on call to conduct inspections during regular office hours of Monday through Friday, 8:00 a.m. to 4:00 p.m. Inspections will be conducted within 24 hours of the contractors' request, with the exception of holidays and weekends. ECIA staff will not be available on holidays or weekends. A list of holidays is attached to this Scope of Service.
- **Cost**
  - Inspections fees will be based on the ECIA billable hourly rate as established by the ECIA Council. FY'23 billable rates are \$106/hour for program director and \$93 Building Inspector. If re-inspections are required, ECIA will bill at the billable hourly rates set forth above. The average residential house takes approximately 12 hours to inspect.
  - ECIA will log all mileage related to the Cascade inspections and bill at the federal mileage rate as established by the Federal Government.

# Building Code Inspections

- A log will be maintained documenting the inspections and the time to complete the inspection on the inspection log report.
- ECIA will bill the City of Cascade based on its established billable hourly rates for responding to questions from the public, engineers, contractors, developers, architects and other interested parties. **A log will be maintained.**
- **Inspections - conducted per Cascade’s adopted building codes**
  - Limited to all new construction; residential, commercial, and industrial and remodeling of residential, commercial, and industrial.
  - Cascade must provide ECIA with their adopted building codes
  - ECIA will use a standard checklist inspection form
  - Inspections to be conducted on all phases of construction and improvement work including but not limited to:
    - Footings, Foundation, Framing, Sheetrock, and other materials to assure the appropriate construction is completed in compliance with the zoning classification, plans, standards, specifications, special requirements, codes and regulations.
    - Rough-in and above grade inspections
    - Electrical

# Building Code Inspections

- Plumbing
- Heating/Cooling
- Final
- ECIA will maintain an inspection log report/record for each residential, commercial or industrial unit/building.
- ECIA will maintain a call/activity log for responding to questions from the public, architects, engineers, developers, and other interested parties.

- **ECIA Responsibilities**

- Staff will compile and complete required reports, check lists and maintain logs pertaining to inspections and inquiries.
- Staff will correspond with City of Cascade Building Official, regulatory agencies and others as needed.
- Staff will provide findings and recommendations to the City of Cascade staff regarding corrective notices, approvals, and occupancy permits for residences, commercial and/or industrial buildings.
- Staff will inspect for violation of local code
- Staff will inspect for compliance with zoning set-back requirements and easements.
- Staff will investigate and inspect complaints and report to City of Cascade City Clerk and staff of potential code violations relating to building occupancy, hazardous conditions, construction, polluting, or other related code-related matters.

# Building Code Inspections

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

- **Billing and Payment**

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

- **Contract**

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

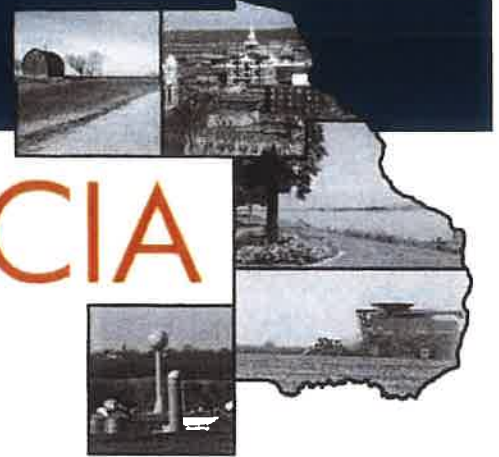


# ECIA Holidays

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

**Commercial Building Plan Review Fees**

<b>Area (Square Feet)</b>	<b>Building Plans</b>	<b>HVAC Plans</b>	<b>Electrical Plans</b>	<b>Plumbing Plans</b>	<b>Fire Alarm Plans</b>	<b>Fire Suppression Plans</b>
Less than 2,500	\$300	\$180	\$180	\$180	\$50	\$50
2,500-5,000	350	250	250	250	100	100
5,001-10,000	600	350	350	350	150	150
10,001-20,000	800	450	450	450	200	200
20,001-30,000	1,200	600	600	600	250	250
30,001-40,000	1,600	900	900	900	400	400
40,001-50,000	2,100	1,200	1,200	1,200	550	550
50,001-75,000	2,900	1,600	1,600	1,600	800	800
75,001-100,000	3,600	2,200	2,200	2,200	1,100	1,100
100,001-200,000	6,000	2,900	2,900	2,900	1,400	1,400
200,001-300,000	10,500	6,700	6,700	6,700	3,300	3,300
300,001-400,000	15,500	9,800	9,800	9,800	4,800	4,800
400,01-500,000	18,500	12,000	12,000	12,000	6,300	6,300
Over 500,000	20,000	13,500	13,500	13,500	7,100	7,100



May 17, 2019

Saint Paul, MN 55120

Dear Mr. Johansen:

A review of the plans and specifications dated 03-08-19 (including Addendum AD-01 dated 3-25-19) for the proposed building to be located adjacent to [redacted] Iowa has been completed by us on behalf of the City of Maquoketa. This review includes, but is not limited to: architectural, structural, fire protection systems, and mechanical/electrical/plumbing systems for general code compliance with life safety and accessibility requirements. This review is not a detailed code analysis of the proposed building or building systems design.

The project has been conditionally APPROVED. Listed below are the statements and conditions of approval for this project. (Chapters/Sections/Tables referenced are from the 2015 International Building Code (IBC), unless noted otherwise).

### General Code Information

1. **Governing Codes:** Iowa State Building Code (Chapter 301, Iowa Administrative Code) including the adopted 2015 International Building Code (IBC), 2015 International Fire Code, 2015 International Mechanical Code (IMC), 2017 National Electrical Code (NEC), 2015 Uniform Plumbing Code (IPC), 2012 International Energy Conservation Code, 2010 ADA Standards for Accessible Design, and all other provisions as referenced by these codes.
2. **Occupancy Use Classification:** The proposed building shall be classified as Mixed Use per Section 508.1 consisting of groups B (Business) for the office areas, I-2 (Institutional, Condition 2) for the health care, sleeping and patient treatment areas, and S-2 (Storage-Low Hazard) for the ambulance garage area.
3. **Construction Type:** The proposed construction type is Type II-A.
4. **Fire Rated Construction:** The proposed building shall include fire rated partitions and barriers and/or smoke partitions and barriers as required by Sections 407 in accordance with Sections 707, 708, 709, 710, and 711.

5. Allowable Number of Stories above Grade Plane: The allowable stories shall be (3) per Table 504.4 based on the most restrictive occupancy group of I-2.
6. Allowable Area: The allowable area per story shall be per Table 506.2 and based on the most restrictive occupancy group of I-2. The building as proposed would comply with both the Separated and Non-separated options of Section 508 for allowable area.
7. Means of Egress & Exits: The minimum egress components shall be determined per Chapter 10 and based on occupant load as calculated per Section 1004 and Table 1004.1.2.
8. Fire Protection Systems: Automatic Sprinkler System required throughout per Section 903.2.6 and throughout smoke compartments containing sleeping rooms per 407.6. Portable fire extinguishers are required throughout per Section 906. Fire Alarm and Detection System required throughout per Section 907.2.6.2.
9. Energy Conservation: Compliance required with the energy conservation provisions referenced in the IBC and the State of Iowa Building Code Requirements for Energy Conservation (661 Iowa Admin Code, Chapter 303).
10. Mechanical/Electrical/Plumbing: Compliance required with 2015 International Mechanical Code (IMC), 2017 National Electrical Code (NEC), and the 2015 Uniform Plumbing Code (IPC).
11. Accessibility: Compliance required with the 2010 ADA Standards for Accessible Design.

### **Code Review Compliance Comments**

1. The utilized codes indicated on sheets 100.C0 and 101.C0 appear to be correct.
2. The occupancy/use classifications indicated on sheets 100.C0 and 101.C0 appear to be compliant.
3. The construction type indicated on sheets 100.C0 and 101.C0 is a compliant option.
4. The proposed fire partitions and barriers, as well as smoke compartments shown on sheets 100.C0 and 101.C0 appear to be compliant.
5. The proposed building height in stories appears to be compliant.
6. The proposed building area (SF) per story appears to be compliant.
7. The proposed egress and exit sizes and quantities appear to be compliant.
8. The proposed Fire Protection Systems (Automatic Sprinkler System and Fire Alarm and Detections System) appear to be compliant. See below for portable fire extinguishers.
9. The proposed design in regards to energy conservation requirements appears to be compliant as far as floor, wall, and roof construction per the drawing details and sections. Provide associated Envelope Compliance Documents such as documentation of compliance with the prescriptive requirements of the applicable Energy Conservation Code. Compliance shown using computer software such as COMcheck is also acceptable.
10. The proposed mechanical, electrical, and plumbing systems appear to be compliant.

11. The proposed floor plan(s) design in regards to accessibility appear to be compliant except at the following areas/rooms: 1) Toilet clear floor space at Toilet-Patient-1919A and Toilet-Patient-ACC-1917A. 2) Toilet clear floor space and no grab bars at Toilet-ADL-1226.
12. The proposed portable fire extinguisher quantities/locations shown on the drawings appear to be compliant except verification is required for Food Prep 0401. Per IFC Section 904.12.5.2, certain cooking equipment requires Class “K” units depending on type and quantity. There appears to be no indication of this on the drawings or in the specifications.

Please address Code Review Compliance Comments 9, 11, and 12 in writing (email or letter). Be aware that subsequent code compliance issues may be discovered during construction inspections by the City of Maquoketa and/or by the City of Maquoketa Fire Department as well as other authorities having jurisdiction. My email address is [celskamp@ecia.org](mailto:celskamp@ecia.org). If you have any questions, please feel free to contact me at 563-690-5760.

Sincerely,



Craig J. Elskamp, AIA  
Plan Reviewer / Building Code Inspector

Cc:

Mark Schneider, Director of Community Development, ECIA – Dubuque, Iowa  
Gerald Smith, City Manager/Clerk, City of Maquoketa, Iowa



October 22, 2019

Cedar Rapids, IA 52401

Dear Ms. Petrzalek:

A review of the architectural and site plans dated 10-03-19 for the proposed Building Addition located on Maquoketa, Iowa has been completed by us on behalf of the City of Maquoketa. This review includes a building plan review for general code compliance with life safety and accessibility requirements. This review is not a detailed code analysis of the proposed building or building design.

The project has been conditionally APPROVED. Listed below are the statements and conditions of approval for this project. (Chapters/Sections/Tables referenced are from the 2015 International Building Code (IBC), unless noted otherwise).

### General Code Information

1. **Governing Codes:** Statewide adopted codes including: 2015 International Fire Code, 2015 International Mechanical Code (IMC), 2017 National Electrical Code (NEC), 2015 Uniform Plumbing Code (UPC), 2012 International Energy Conservation Code, 2010 ADA Standards for Accessible Design, and all other provisions as referenced by these codes. **This review also references the 2015 International Building Code (IBC) as a standard code in efforts to be consistent with the Iowa State Building Code (Chapter 301, Iowa Administrative Code).**
2. **Use/Occupancy Classification:** The existing building and proposed building addition will be classified as Mixed Use per Section 508.1 consisting of groups F-2 (Factory-Low Hazard) and S-2 (Storage-Low-Hazard) with High Piled Combustible Storage area.
3. **Construction Type:** The proposed construction type is Type II-B.
4. **Fire Rated Construction:** None proposed. None required.
5. **Allowable Number of Stories above Grade Plane:** The allowable stories shall be (3) per Table 504.4 based on the most restrictive occupancy group of F-2.
6. **Allowable Area:** The allowable area per story shall be per Table 506.2 and based on the most restrictive occupancy group of F-2.

7. Means of Egress & Exits: The minimum egress components shall be determined per Chapter 10 and based on occupant load as calculated per Section 1004 and Table 1004.1.2.
8. Fire Protection Systems: General Fire Protection and Life Safety Requirements are required per IFC Table 3206.2. Portable fire extinguishers are required throughout per Section 906.
9. Energy Conservation: Compliance required with the energy conservation provisions referenced in the 2012 International Energy Conservation Code
10. Mechanical/Electrical/Plumbing: Compliance required with 2015 International Mechanical Code (IMC), 2017 National Electrical Code (NEC), and the 2015 Uniform Plumbing Code (UPC).
11. Accessibility: Compliance required with the 2010 ADA Standards for Accessible Design.

#### **Code Review Compliance Comments (corresponding to above list)**

1. The utilized code indicated on the cover sheet is not applicable. See General Code Information item #1 above for list of applicable codes and the code used as reference for this review.
2. The occupancy/use classifications indicated appear to be compliant.
3. The construction type indicated appears to be compliant.
4. The proposed building addition without fire rated construction appears to be compliant.
5. The proposed building height in stories appears to be compliant.
6. The proposed building area (SF) per story appears to be compliant. The building area as proposed would comply with the Non-separated option of Section 508 and allowable area per Section 506.2 with Frontage Increase per Section 506.3.
7. The proposed egress and exit sizes and quantities appear to be compliant.
8. **An Automatic Sprinkler System compliant with IFC Section 3208 is required per IFC Table 3206.2 Option 1 (2,501-12,000 SF, Nonpublic Accessible). The proposed Automatic Sprinkler System does not comply with IFC Section 3208 as it is only proposed in the addition (without fire barrier separation) and not throughout the existing portion of the building. However, if additional access doors are provided such that none are more than 100 lineal feet apart per IFC Section 3206.6, it will be deemed equivalent in compliance with Option 2 (2,501-12,000 SF, Nonpublic Accessible).**
9. The proposed design in regards to energy conservation requirements appears to be compliant as far as floor, wall, and roof construction per the drawing details and sections. Envelope Compliance Documents documentation of compliance with the prescriptive requirements of the 2012 International Energy Conservation Code or compliance shown using computer software such as COMcheck is required to be available.

10. No proposed mechanical, electrical, and plumbing systems are included in the plan set. Inspections of these systems during construction may be required by the City or other authorities having jurisdiction.
11. The proposed floor plan(s) design in regards to accessibility appear to be compliant.

Please address Code Review Compliance Comment #8, in writing (email or letter). Be aware that subsequent code compliance issues may be discovered during construction inspections by the City of Maquoketa and/or by the City of Maquoketa Fire Department as well as other authorities having jurisdiction. My email address is [celskamp@ecia.org](mailto:celskamp@ecia.org). If you have any questions, please feel free to contact me at 563-690-5760.

Sincerely,



Craig J. Elskamp, AIA  
Plan Reviewer / Building Code Inspector, ECIA

Cc:

Mark Schneider, Director of CED, ECIA Dubuque, Iowa  
Gerald Smith, City Manager/Clerk, City of Maquoketa, Iowa





March 26, 2021

Dubuque, IA 52001

Dear Mr. McCready:

A review of the architectural plans dated 3-2-21 for the proposed \_\_\_\_\_ located on \_\_\_\_\_ Iowa has been completed by us along with the City of \_\_\_\_\_. This review includes a building plan review for general code compliance with life safety and accessibility requirements. This review is not a detailed code analysis of the proposed building or building design. (No mechanical or electrical systems plans were included in the set and no fire protection systems plans were included. Some general review comments for these systems are included.)

The project as submitted has been **REJECTED**. Listed below are the statements and conditions for potential approval of this project. (Chapters/Sections/Tables referenced are from the 2018 International Building Code (IBC), unless noted otherwise).

### General Code Information

1. Governing Codes:
  - a. City of Maquoketa, Building Department adopted 2018 International Building Code (IBC) and all other applicable referenced codes contained within including the 2018 International Existing Building Code (IEBC).
  - b. 2010 ADA Standards for Accessible Design (federally mandated).
  - c. All other provisions as referenced by the above listed codes or standards.
2. Use/Occupancy Classification: Considering the proposed remodel work, the building will be classified as Mixed Use per Section 508 consisting of groups R-2 (Residential) for dwelling spaces and "to be determined" for main floor since it will unlikely be R-2. The building is allowed to be Nonseparated per Section 508.3 except as required by Section 420.
3. Construction Type: The proposed and existing Construction Type is Type III-B which requires noncombustible construction for exterior walls allows any materials permitted by code including combustible construction for interior walls per Section 602.

4. Fire Rated Construction: Exterior walls shall be of 2-hour fire-resistance rating per Type III-B construction. Fire partitions shall be provided between dwelling units as required per Section 420.2 of ½-hour fire resistance rating per Section 708.3. Horizontal Assemblies shall be provided between dwelling units as required per Section 420.3 of ½ -hour fire resistance rating per Section 711.2.4.3.
5. Allowable Number of Stories above Grade Plane: The allowable stories shall be (5) per Table 504.4 based on the occupancy groups of the building.
6. Allowable Area: The allowable area per story shall be 16,000 SF per Table 506.2 and based on R-2 occupancy group listed above.
7. Means of Egress & Exits: The minimum egress components shall be determined per Chapter 10 and based on occupant load as calculated per Section 1004 and Table 1004.5 including exit lights and emergency lighting.
8. Fire Protection Systems: An automatic fire sprinkler system is required per Section 903.2.8 and IEBC Section 1011. Fire alarm and smoke alarms are required per 907.2.9. Portable fire extinguishers are required throughout per Section 906.
9. Energy Conservation: Compliance required with the energy conservation provisions referenced in the 2018 International Energy Conservation Code
10. Mechanical/Electrical/Plumbing: Compliance required with 2018 International Mechanical Code (IMC), 2017 National Electrical Code (NEC), and the 2018 International Plumbing Code (IPC) (Iowa Plumbing Code shall govern where IPC is less stringent).
11. Accessibility: Compliance required with the 2010 ADA Standards for Accessible Design.

**Code Review Compliance Comments (corresponding to above list)**

1. Conformance to the indicated codes above is required.
2. The proposed occupancy/use classifications listed above shall apply to this project.
3. The proposed construction type appears to be compliant. Additional compliance to be determined during construction inspections.
4. The proposed and exiting construction appears to be compliant. Additional compliance to be determined during construction inspections.
5. The proposed building height in stories appears to be compliant and will be unchanged.
6. The proposed building area appears to be compliant and will be unchanged.
7. The proposed egress and exit sizes and quantities appear to be compliant. Additional compliance to be determined during construction inspections.
8. **An Automatic Sprinkler System is required as described above. A NFPA 13R system may be acceptable although future build-out of the main floor may require a NFPA 13 system depending on occupancy.**

9. This is an existing building. Any modifications to existing exterior construction including doors and windows shall comply with the adopted Energy Code and will be inspected during construction.
10. No drawings included for these systems. Compliance to be determined during construction inspections by the City or other Authorities Having Jurisdiction.
11. The proposed floor plans appear to be compliant. Additional compliance to be determined during construction inspections.

Please address Code Review Compliance Comment #8, in writing (email or letter) to the City. Be aware that subsequent code compliance issues may be discovered during construction inspections by the City of Maquoketa and/or by the City of Maquoketa Fire Department as well as other authorities having jurisdiction. My email address is [celskamp@ecia.org](mailto:celskamp@ecia.org). If you have any questions, please feel free to contact me at 563-690-5760.

Sincerely,



Craig J. Elskamp, AIA  
Plan Reviewer / Building Code Inspector, ECIA

**The following  
are ECIA fees if  
the inspections  
included all  
work during  
construction.**

**CITY OF ASBURY  
BUILDING PERMIT APPLICATION**

IOWA CONTRACTOR REG NUMBER C131682		PERMIT NO:	
JOB ADDRESS		LEGAL DESCRIPTION	
OWNER	ADDRESS	PHONE	
CONTRACTOR (General)	ADDRESS	PHONE	
USE OF BUILDING Residential			
DESCRIPTION OF WORK	BASEMENT	NO. OF STORIES	NO. OF DWELLING UNITS
VALUATION OF WORK 176900			

**SPECIAL CONDITIONS**

**NOTICE**  
SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, BUILDING, HEATING, VENTILATING OR AIR CONDITIONING

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PERMIT FEES			
Type of Fee	Quantity	Fee	
Permit Issuance Fee - Residential	0.00	\$10.00	
Plan Review Fee	0.00	\$80.00	
Valuation Fee - Residential	0.00	\$906.75	
Type of Construction	Occupancy Group	Total Fee	
New Home Construction		\$996.75	
Size of Bldg	Basement	Total	
Total Sq Ft. 1930	Sq Ft. 0	Feet. 1930	
Plan Review	Zoning Dist.	Auto Extinguishing System	
Special Approvals	Required	Received	Not Required
ZONING			
HEALTH DEPARTMENT			
FIRE DEPARTMENT			
SOIL REPORT			
SITE PLAN			
CITY ENGINEER			
PLAN REVIEW			
ARCHITECT/ENGINEER			
BOARD OF ADJUSTMENT			
HISTORICAL PRESERVATION			
SPECIAL INSPECTION			

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		DATE
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE

WHEN PROPERLY VALIDATED (IN THIS SPACE) THIS IS YOUR PERMIT

APPLICATION ACCEPTED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY  
ZONING OCCUPANCY CERTIFICATE MUST BE OBTAINED PRIOR TO OCCUPANCY**

**CITY OF ASBURY  
MECHANICAL PERMIT APPLICATION**

IOWA CONTRACTOR REG NUMBER	PERMIT NO:
----------------------------	------------

JOB ADDRESS	LEGAL DESCRIPTION
OWNER ADDRESS	PHONE
CONTRACTOR (Mechanical) ADDRESS	PHONE

USE OF BUILDING  
**Residential**

DESCRIPTION OF WORK  
**HVAC FOR NEW SF HOME**

SPECIAL CONDITIONS

**NOTICE**

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PERMIT FEES		
Type of Fixture or Item	Quantity	Fee
Plan Review/Mechanical	0.00	\$0.00
Incinerator	0.00	\$0.00
Evaporative Cooler	0.00	\$0.00
20 Exhaust Hood	0.00	\$0.00
19 Air handler > 10,000 CuFt	0.00	\$0.00
18 Air handler <= 10,000 CuFt	0.00	\$0.00
17 Gas-Piping System Outlets	0.00	\$0.00
16 Other Appliance Not Covered	0.00	\$0.00
15 Ventilation System	1.00	\$17.00
14 Ventilation Fan	3.00	\$24.00
13 Boiler Over 50 HP	0.00	\$0.00
12 Boiler 30-50 HP	0.00	\$0.00
11 Boiler 15-30 HP	0.00	\$0.00
10 Boiler 3-15 HP	0.00	\$0.00
09 Boiler >= 3 HP	1.00	\$17.00
08 Heating Appliance/Refrige. Unit	0.00	\$0.00
07 Appliance Vent	1.00	\$17.00
06 Suspended Furnace	0.00	\$0.00
05 Floor Furnace	0.00	\$0.00
04 Forced/Gravity Furnace > 100,000 BTU	0.00	\$0.00
03 Forced/Gravity Furnace < 100,000 BTU	1.00	\$17.00
02 Mechanical Supplemental Permit Issuance	0.00	\$0.00
01 Mechanical Issuance Fee	1.00	\$10.00
<b>TOTAL FEE</b>		<b>\$102.00</b>

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF OWNER (IF OWNER BUILDER) \_\_\_\_\_ DATE \_\_\_\_\_

**WHEN PROPERTY VALIDATED THIS IS YOUR PERMIT**

PLANS CHECKED BY: \_\_\_\_\_

APPROVED FOR ISSUANCE BY: \_\_\_\_\_

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY**

**CITY OF ASBURY  
PLUMBING PERMIT APPLICATION**

<b>IOWA CONTRACTOR REG NUMBER</b>	<b>PERMIT NO:</b>
<b>JOB ADDRESS</b>	<b>LEGAL DESCRIPTION</b>
<b>OWNER</b>	<b>ADDRESS</b>
	<b>PHONE</b>
<b>CONTRACTOR</b>	<b>ADDRESS</b>
(Plumbing)	<b>PHONE</b>
<b>USE OF BUILDING</b>	
<b>Residential</b>	
<b>DESCRIPTION OF WORK</b>	
<b>PLUMBING FOR NEW SF HOME</b>	

**SPECIAL CONDITIONS**

**NOTICE**

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, BUILDING, HEATING, VENTILATING OR AIR CONDITIONING

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I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PERMIT FEES		
Type of Fixture or Item	Quantity	Fee
01 Plumbing Permit Issuance Fee	1.00	\$10.00
02 Plumbing Supplemental Permit Issuance Fee	0.00	\$0.00
03 Sewer Tap	0.00	\$0.00
04 Water Tap	0.00	\$0.00
05 Sewer Service - Main to Curb	0.00	\$0.00
06 Sewer Service - Curb to House	1.00	\$15.00
07 Water Service - Main to Curb	0.00	\$0.00
08 Water Service - Curb to House	1.00	\$15.00
09 Water Closet	3.00	\$24.00
10 Bathtub	3.00	\$24.00
11 Lavatory (Wash Basin)	4.00	\$32.00
12 Shower	1.00	\$8.00
13 Kitchen Sink	1.00	\$8.00
14 Garbage Disposal	1.00	\$8.00
15 Dishwasher	1.00	\$8.00
16 Laundry Tray	0.00	\$0.00
17 Clothes Washer	1.00	\$8.00
18 Service Sink	2.00	\$16.00
19 Water Heater	1.00	\$12.00
20 Gas Piping (no outlets)	1.00	\$15.00
21 Floor Drain	5.00	\$40.00
22 Roof Drain	0.00	\$0.00
23 Condensate Drain	0.00	\$0.00
24 Backwater Valve (sewer)	0.00	\$0.00
25 Backflow Prevention Device (water)	1.00	\$15.00
26 Water Distribution Piping	1.00	\$15.00
27 Sump Basin	0.00	\$0.00
28 Sump Pump	0.00	\$0.00
29 Water Service Repair	0.00	\$0.00
30 Water Treating Equipment (Softner)	1.00	\$15.00
31 Pressure Reducing Valve	1.00	\$15.00
32 Plan Check Fee	0.00	\$0.00
33 Drinking Fountain	0.00	\$0.00
34 Urinal	0.00	\$0.00
35 Grease Trap	0.00	\$0.00
36 Shampoo Bowl	0.00	\$0.00
37 Vacuum Breaker	0.00	\$0.00
<b>TOTAL FEE</b>		<b>\$303.00</b>

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF OWNER (IF OWNER BUILDER) \_\_\_\_\_ DATE \_\_\_\_\_

**WHEN PROPERTY VALIDATED THIS IS YOUR PERMIT**

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY**

**CITY OF ASBURY  
ELECTRICAL PERMIT APPLICATION**

IOWA CONTRACTOR REG NUMBER	PERMIT NO:
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JOB ADDRESS	LEGAL DESCRIPTION	
OWNER	ADDRESS	PHONE
CONTRACTOR (Electrical)	ADDRESS	PHONE
USE OF BUILDING <b>Residential</b>		
DESCRIPTION OF WORK <b>WIRE NEW SF HOME W/UB</b>		

SPECIAL CONDITIONS

**NOTICE**  
SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, BUILDING, HEATING, VENTILATING OR AIR CONDITIONING

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I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF OWNER (IF OWNER BUILDER) \_\_\_\_\_ DATE \_\_\_\_\_

**WHEN PROPERTY VALIDATED THIS IS YOUR PERMIT**

PLANS CHECKED BY: \_\_\_\_\_

APPROVED FOR ISSUANCE BY: \_\_\_\_\_

PERMIT FEES		
Type of Fixture or Item	Quantity	Fee
Transformer Additional / Ballast	0.00	\$0.00
Transformer (First), Neon Signs	0.00	\$0.00
Plan Review Electrical	0.00	\$0.00
Motors/Generators 30+ HP	0.00	\$0.00
Motors/Generators 20-30 HP	0.00	\$0.00
Motors/Generators 10-20 HP	0.00	\$0.00
Motors/Generators =1-10 HP	0.00	\$0.00
Motors/Generators <= 1HP	0.00	\$0.00
Light Fixtures - Theatrical	0.00	\$0.00
Light Fixtures - Pole Mount	0.00	\$0.00
Gasoline Pump/Dispenser	0.00	\$0.00
Busways	0.00	\$0.00
16 Other Electrical Apparatus/Conduits	0.00	\$0.00
15 Service/Sub Panel Over 1000 AMP	0.00	\$0.00
14 Service/Sub Panel 600-1000 AMP	0.00	\$0.00
13 Service/Sub Panel 400-600 AMP	0.00	\$0.00
12 Service/Sub Panel 100-400 AMP	1.00	\$14.00
11 Service/Sub Panel 0-100 AMP	0.00	\$0.00
10 Residential Appliances	2.00	\$12.00
09 Light Fixtures	10.00	\$6.00
08 Receptacle, Switch Outlets	10.00	\$6.00
07 Temp Service - Pole or Pedestal	0.00	\$0.00
06 Temp Service - Construction Site	1.00	\$17.00
05 Private Swimming Pool	0.00	\$0.00
04 System Fee Schedule	1,930.00	\$96.50
03 Minimum Permit Fee	0.00	\$0.00
02 Supplemental Permit Issuance Fee	0.00	\$0.00
01 Electrical Permit Issuance Fee	1.00	\$10.00
<b>TOTAL FEE</b>		<b>\$161.50</b>

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY**





## July 11, 2022 Agenda

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

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

**Date: July 8, 2022**

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

As the Council discussed at the last four meetings, we discovered that we have inconsistencies between what we are enforcing and the ordinances on the books for water and sewer connections. The fee we are currently charging is \$25 which relates to Ordinance 6-3-5 which relates to a water service fee. What we are not enforcing is the water and sewer connection fees can be found in Title VI Physical Environment Chapters 2 Sub (4)(15) and 3 (8). These two sections outline a connection fee for both water and sewer. The residential fees are a flat \$250 (\$500 total) for both water and sewer separately if the lot is 60 feet or less. If the frontage is more than 60 feet, additional charges are added at \$8.34 per foot (\$4.17 each), again for both. The residential lot that I am reviewing for the permit is wider than normal at 120 feet for the frontage. The fee for this lot will be \$1000.40. This means that a common lot will be \$500 to \$1000.

Two meetings ago we agreed to consider some changes and wanted to first review the current fees for Peosta, Dyersville and Monticello. Those fees and ordinances are included in the packet. At the last meeting the Council also decided to get more information from ECIA as to the costs associated with hiring them to conduct building inspections in the City. In the packet is information about this program from the ECIA Staff.

I would still suggest we need to consider having some type of fee directly connected to these connections even if you proceed with a more complex building inspection program.

### **Dyersville**

**Water and Sewer \$325 Residential Each**

**Water and Sewer \$425 Commercial/Industrial Each**

### **Monticello**

**Water and Sewer \$125 Each, \$100 Impact Fee for New Construction**

These have not been raised in a very long time. They will be exploring Building Codes and Inspection Fees in a year or so.

### **Peosta**

**No connection fees.**

**However, they contract with ECIA for inspections so much higher fees are collected in this service area.**

**For example a new 2,000 sq ft home for building permit alone is \$900. This fee does not include any electric, plumbing, HVAC.**

**None of the communities charges different fees based on who pays to install the main and the stubs for the services.**

**If the Council is prepared to recommend a new fee we can draft a new ordinance to be considered in the upcoming meetings.**

## City Administrator

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**From:** Mick Michel <mmichel@cityofdversville.com>  
**Sent:** Monday, May 16, 2022 9:32 AM  
**To:** City Administrator; Annette Ernst; Russ Farnum  
**Subject:** RE: Bldg Permits and Sewer and Water Connections

Dyersville  
Good morning Lisa,

I apologize for the delay in getting back to you. The hookup charges for water are \$325 for residential and \$425 for commercial/industrial properties. The hookup charges for sewer are the same: \$325 for residential and \$425 for commercial/industrial properties. These charges are made regardless of the service lines are in place to the property lines or not. The only way the fees would be waived would be through a development agreement with the city. The building permit fees are below via url link.

<https://www.cityofdversville.com/200/Fees>

We should get together soon.

Take care

Mick J. Michel,  
City Administrator  
City of Dyersville  
340 1<sup>st</sup> Avenue East  
Dyersville, Iowa 52040  
(563) 875-7724 (work)  
(563) 875-8238 (fax)

**From:** City Administrator <admin@citycascade.com>  
**Sent:** Monday, May 16, 2022 7:45 AM  
**To:** Annette Ernst <aernst@cityofpeosta.org>; Russ Farnum <RFarnum@ci.monticello.ia.us>; Mick Michel <mmichel@cityofdversville.com>  
**Subject:** RE: Bldg Permits and Sewer and Water Connections

Russ and Annette....thank you...

Mick...are you able to confirm or add to what I have below for Dyersville....

Happy Monday. Thanks, Lisa

Lisa A. Kotter  
Interim City Administrator

City of Cascade  
320 1<sup>st</sup> Ave W  
Cascade, IA 52033  
Mobile 563-320-1206  
Office 563-852-3114



**From:** Annette Ernst <[aernst@cityofpeosta.org](mailto:aernst@cityofpeosta.org)>  
**Sent:** Saturday, May 14, 2022 10:16 AM  
**To:** Russ Farnum <[RFarnum@ci.monticello.ia.us](mailto:RFarnum@ci.monticello.ia.us)>; City Administrator <[admin@citycascade.com](mailto:admin@citycascade.com)>; Mick Michel ([mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)) <[mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)>  
**Subject:** RE: [External] RE: Bldg Permits and Sewer and Water Connections

Please see my response below in blue.

**From:** Russ Farnum <[RFarnum@ci.monticello.ia.us](mailto:RFarnum@ci.monticello.ia.us)>  
**Sent:** Friday, May 13, 2022 4:57 PM  
**To:** City Administrator <[admin@citycascade.com](mailto:admin@citycascade.com)>; Mick Michel ([mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)) <[mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)>; Annette Ernst <[aernst@cityofpeosta.org](mailto:aernst@cityofpeosta.org)>  
**Subject:** [External] RE: Bldg Permits and Sewer and Water Connections

Hi Lisa;

Please see my answers in red below.

Happy Friday!  
Russ.

**From:** City Administrator <[admin@citycascade.com](mailto:admin@citycascade.com)>  
**Sent:** Tuesday, May 10, 2022 5:01 PM  
**To:** Russ Farnum <[RFarnum@ci.monticello.ia.us](mailto:RFarnum@ci.monticello.ia.us)>; Mick Michel ([mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)) <[mmichel@cityofdversville.com](mailto:mmichel@cityofdversville.com)>; Annette Ernst <[aernst@cityofpeosta.org](mailto:aernst@cityofpeosta.org)>  
**Subject:** Bldg Permits and Sewer and Water Connections

Hello Russ, Mick and Annette...I recently discovered that the City has two ordinances that have fees to connect water and sewer and only one is being enforced. The City Council plans to rewrite the ordinances.

They asked that I get your fees to compare.

They are considering two different fees.....

first fee is if the developer already installed the services to the main and took them out to the ROW and the homeowner is now connecting the pipe from the house to the already installed stub (Smaller Fee)

second fee is if the property owner is tapping a new service into the main (Larger Fee)

They also want to look at Building Permit fees...

Dyersville....I found your water and sewer ordinance online ..is the water \$325/\$425 for each water and sewer correct? Is this charged regardless of the two examples above tapping the main or connecting to a stub...

Do you have building permit fees you can share....are you only administrative oversight on permits (no inspections)?

Monticello... I also found your water and sewer ordinance online...is the \$125 for each water and sewer correct? **Yes for residential, plus a \$100 Impact Fee for "new construction" (as opposed to a tear down)** Again Is this charged regardless of the two examples above tapping the main or connecting to a stub... **does not matter**  
Do you have building permit fees you can share **I attached our permit application which has the fees ....are you only administrative oversight on permits (no inspections)? Yes**

**Note: Our fees are pathetically low and have not been adjusted in decades. Even with the connection fees you are looking at \$1000 for a new home. We will also be exploring the adoption of building codes and inspections in awhile – I think I have another year or so before I start pushing that envelope but the political will is growing.**

Peosta....I found your ordinances but I do not see any tapping or connection fees? Is that correct? **We do not have any connection fees.** I have downloaded your long list of bldg., elect, plumb, hvac, roof etc permit resolutions? I understand you hire ECIA inspector to do full inspections correct? **Yes.**

Your help is appreciated as we plan to discuss this at our next City Council meeting. Thanks, Lisa

Lisa A. Kotter  
Interim City Administrator  
City of Cascade  
320 1<sup>st</sup> Ave W  
Cascade, IA 52033  
Mobile 563-320-1206  
Office 563-852-3114



6-3-3 LICENSE REQUIRED. All installation of water service pipes and connections to the municipal water system shall be made by a plumber approved by the City. The Superintendent shall have the power to suspend the approval of any plumber for violation of any of the provisions of this Ordinance. A suspension, unless revoked, shall continue until the next regular meeting of the City Council. The Superintendent shall notify the plumber immediately by personal written notice of the suspension, the reasons for the suspension, and the time and place of the City Council meeting at which the plumber will be granted a hearing. At this City Council meeting the Superintendent shall make a written report to the City Council stating the Superintendent's reasons for the suspension, and the City Council, after fair hearing, shall affirm or revoke the suspension or take any further action that is necessary and proper. The plumber shall provide a surety bond in the sum of one thousand dollars (\$1,000.00) secured by a responsible surety bonding company authorized to operate within the State, conditioned to indemnify and save the City harmless against all losses or damages that may arise from or be occasioned by the making of connections to the water system or excavations therefore or by carelessness, negligence or unskillfulness in making the same. Such bond shall remain in force and must be executed for a period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. In lieu of a surety bond, a cash deposit of one thousand dollars (\$1,000.00) may be filed with the City.

6-3-4 MANDATORY CONNECTIONS. All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water supply if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

Water

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

(Ord. 42-13, Passed August 26, 2013)

6-3-6 WATER SUPPLY CONTROL. The plumber who makes the connection to the municipal water system shall install a main shut-off valve of the inverted key type on the water-service pipe near the curb with a suitable lock of a pattern approved by the Superintendent.

Water

of the North Fork Maquoketa River.

\* 4. **Other Areas.** The connection charge in all other areas is \$250.00. This fee applies to each and every sixty-foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot.

6-3-9 **EXCAVATIONS.** Excavations to do work under this Ordinance shall be dug so as to occasion the least possible inconvenience to the public and to provide for the passage of water along the gutter. All such excavations shall have proper barricades at all times, and warning lights placed from one-half hour before sunset to one-half hour after sunrise. In refilling the excavation the earth must be laid in layers and each layer tamped thoroughly to prevent settlement, and this work, and any street, sidewalk, pavement or other public property that is affected, must be restored to as good a condition as it was previous to the excavation. The plumber must maintain the affected area in good repair to the satisfaction of the City Council for three months after refilling. All water service pipes must be laid so as to prevent rupture by settlement of freezing. No excavation shall be made within six (6) feet of any laid water or sewer pipe while the ground is frozen, and no water or sewer pipe shall be exposed to frost, except by special written permission of the Superintendent.

6-3-10 **INSPECTION AND APPROVAL.** All water-service pipes and their connections to the municipal water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or owner must proceed immediately to correct the work so that it will meet with the Superintendent's approval. Every person who uses or intends to use the municipal water system shall permit the Superintendent or the Superintendent's authorized assistants to enter the premises to inspect and make necessary alterations or repairs at all reasonable hours and on proof of authority.

(Code of Iowa, Sec. 372.13(4))

6-3-11 **COMPLETION BY THE CITY.** Should any excavation be left open or partly refilled for twenty-four (24) hours after the water-service pipe is installed and connected with the municipal water system, or should the work be improperly done, the Superintendent shall have the right to finish or correct the work, and the City Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before the plumber can receive another permit, and the plumber's bond required by the Plumbing Ordinance shall be security for the assessment. If the property owner is assessed, such assessment shall be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12(3)(h))

6-3-12 **WATER METER TESTING.** The Superintendent of Public Works or their designee shall make a test of the accuracy of any water meter at any time when requested in writing. If it is found that such meter overruns to the extent of 5% or more, the cost of the test shall be paid by the City and a refund shall be made to the customer for overcharges collected since the last known date of accuracy, but not for a longer period than 3 months. If the meter is found to be accurate or slow or less than 5% fast, the user shall pay a testing charge of \$100.00.

(Ord. 48-14, Passed May 27, 2014)

The shut-off valve shall be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground.

The plumber also shall install a shut-off valve and waste cock on every service pipe inside the building near the entrance of the water-service pipe into the building; this must be located so that the water can be shut off conveniently and the pipes drained. Where one service pipe is installed to supply more than one customer, there shall be separate shut-off valves inside the building for each customer so that service to one customer can be shut off without interfering with service to the others.

6-3-7 **MAKING THE CONNECTION.** Any connection with the municipal water system must be made under the direct supervision of the Superintendent or the Superintendent's authorized assistant. All taps in the water main must be at least (12) inches apart and on the side and near the top and not in any case within 18 inches of the hub.

(Code of Iowa, Sec. 372.13(4))

6-3-8 **CONNECTION CHARGE.** Before any permit is issued and connection made, a connection charge shall be paid to the City in accordance with the following:

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

Part of Lot 1 of Lot 1 of Lot 1 of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa.

2. **Johnson Street NW.** In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below, but to all connections to the water mains or any extensions to the water mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows:

Lot-1 of Breitbach Addition, and Lot-2 of Breitbach Addition that portion West



12. The City shall, in no event, be held responsible for claims made against it by reason of the breaking of any mains or service pipes, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

12-1 Abatement of Violations. Construction or maintenance of building sewer lines whether located upon the private property of any owner or in the public right of way, which construction or maintenance is in violation of any of the requirements of this chapter, shall be corrected at the owner's expense within thirty (30) days after date of official notice from the council of such violation. If not made within such time the council shall in addition to other penalties herein provided have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

13. The premises receiving sanitary sewer service, shall at all reasonable hours, be subject to inspection by duly authorized personnel of the City.

14. The Owner of the property served by a building sewer shall be responsible for the operation, maintenance, repair, blockage, surface replacement, and any damage resulting from operation, maintenance repair and blockage of said building sewer, from the point of connection with the building drain to the Public Sewer.

15. Connection Charge. Before any permit is issued and connection made, a connection charge shall be paid to the City in accordance with the following:

a. East Industrial Park Area. In the property described below, the connection charge is \$2,000.00. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below but to all connections to the sewer mains or any extension to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if a determination is made by the City that the requested hookup will place an unreasonable burden on the sewer mains. The East Industrial Park Area is described as follows:

Part of Lot 1 of Lot 1 of Lot 1 of Lot 4 of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Lot 1 of Lot 1 of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), all in Section 31; Lot 1 of Lot 1 of Lot 1 and Lot 1 of Lot 2 of Lot 1 of Lot 1 of Section 32; and Lots 1, 2, 3, 4, 5 and 6 of Beck Bros. Industrial Subdivision No. 1, all in Township 87 North Range 1 West of the Fifth P.M., Dubuque County, Iowa.

b. Johnson Street NW. In the property described below, the connection charge is \$2,000. Provided, however, if connection is made to both the water system and the sewer system, the \$2,000.00 connection charge shall cover both connections. Said connection charge shall apply not only to connections made in the property specifically described below, but to all connections to

sewer

**RESOLUTION 2022-27**

**A RESOLUTION SETTING BUILDING PERMIT FEES**

WHEREAS, In conformance with Title VI, Chapter 13, Section 6-13-7(a) of the Peosta Municipal Code.

Permit Issuance Fee for each permit (except re-roof, deck, garage addition)                      \$10.00

**Square Foot charges**

Permit fee for new construction	\$.45 per square foot
Permit fee for alterations, repairs, replacement, or remodeling	\$.45 per square foot
Permit fee to finish a basement in homes that the original building permit was taken out before January 1, 2011	\$.45 per square foot
Permit fee to finish a basement in homes that the original building permit was taken out after January 1, 2011	\$.20 per square foot
Permit fee to re-roof	\$75.00 flat fee
Permit fee for a deck	\$75.00 flat fee
Permit fee for a garage	\$145.00 flat fee
Miscellaneous permits not covered by this fee schedule will be based upon the number of anticipated inspections	\$35.00 per inspection

**Other Inspection and Fees:**

Plan review fees when a plan is required by the code, per hour of review time \$200.00\* (minimum of one-hour charge and charged in 1/2 -hour increments beyond the first hour)

Inspections outside of normal business hours, per hour \$60.00\* (minimum charge of two (2) hours)

Reinspection fee, per hour \$60.00\*

Inspections for which no fee is specifically indicated, per hour \$60.00\* (minimum charge of 1/2-hour)

Additional plan review required by changes, additions, or revisions to approved plans, per hour \$60.00\* (minimum charge of 1/2-hour)

Inspections upon less than 24-hour advance notice, in addition to any other inspection fee(s) which may apply \$150.00

\*Or the total hourly cost to the City, whichever is the greatest. This cost shall include outside plan review expense, supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**RESOLUTION 2010-23**

**A RESOLUTION SETTING PLUMBING PERMIT FEES**

WHEREAS, the Peosta City Council adopted Ordinance 2010-04-An Ordinance Amending Title VI of the Peosta Municipal Code by adding a new chapter adopting the 2006 International Residential Code that contains a Building Code, a Plumbing Code, a Mechanical Code, and a Electrical Code, and providing for the administration thereof and for issuance of residential one and two unit building permits, and repealing provisions inconsistent therewith on September 14, 2010; and,

WHEREAS, in conformance with Ordinance 2010-04 the rates for Plumbing Permit Fees will be set by Resolution of the City Council.

**Permit Issuance**

1	For the issuance of each permit	\$10.00
2	For issuing each supplement to a permit	\$ 5.00

**Unit Fee Schedule (in addition to Item 1 or 2 above)**

1	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, venting, and backflow protection therefor)	\$ 7.00
2	For installing, repairing or replacing each sanitary or storm sewer:	
a.	From City main to the property line	\$12.00
b.	From the property line to the building	\$12.00
3	For each drain opening, except floor drain	\$10.00
4	For each floor drain	\$ 7.00
5	For each building storm sewer to a building	\$12.00
6	For each water heater (with or without vent)	\$10.00
7	For installation, alteration or repair of water piping and/or water-treating equipment, each	\$12.00
8	For repair or alteration of drainage or vent piping, each fixture	\$12.00
9	For each lawn sprinkler system or any one meter including back-flow protection devices therefor	\$12.00
10	For atmospheric type vacuum breakers not included in items 1 or 8:	
a.	One to 5	\$12.00
b.	Over 5, each	\$ 3.00
11	For each backflow protective device other than atmospheric-type vacuum breakers	\$12.00
12	For each backwater valve	\$12.00
13	For each gas piping system of one to 5 outlets	\$12.00
14	For each gas piping system of 5 or more outlets, per outlet	\$ 3.00
15	For each building, water service installed, replaced or repaired:	
a.	From water main to property line	\$12.00

	b. From property line to building	\$12.00
	c. From private water supply to building	\$12.00
<b>Other Inspections</b>		
1	Inspections outside of normal business hours, per hour (Minimum charge, two (2) hours)	\$60.00*
2	Reinspection fee, per hour	\$60.00*
3	Inspection for which no fee is specifically indicated, per hour	\$60.00*
4	Plan review fee, per hour (Minimum one hour charge and charged in one-half hour increments beyond the first hour; plans which must be sent to Kansas City for review will be charged for ten (10) hours or review time)	\$60.00*
5	Additional plan review required by changes, additions or revisions to previously approved plans, per hour (Minimum charge one-half hour)	\$60.00
6	Inspections upon less than 24-hour advance notice, in addition to any other inspection fees may apply	\$100.00

\*Or the total hourly cost to the City, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the plumbing permit fees will go into effect on January 1, 2011.

Passed and approved this 14th day of September, 2010.

\_\_\_\_\_  
Dick Avenarius, Mayor

Attest:

\_\_\_\_\_  
Karen Snyder, City Clerk

the sewer mains or any extensions to the sewer mains. The City may determine what connections will be made under this section and connections may be denied, or an additional connection fee negotiated, if the City makes a determination that the requested hookup will place an unreasonable burden on the water and/or sewer mains. The Johnson Street NW area is described as follows:

Lot-1 of Breitbach Addition, and Lot-2 of Breitbach Addition that portion West of the North Fork Maquoketa River.

c. 6th Avenue SE. A connection charge of \$15.26 per linear foot of lot frontage shall be required for all 6th Avenue SE properties between Madison Avenue and Delong Avenue.

d. Other Areas. The connection charge in all other areas is \$250.00. This fee applies to each and every sixty-foot lot. Each additional foot of lot frontage shall require the payment of an additional fee of \$4.17 per foot.

#### 6-2-4-1 SPECIFICATIONS FOR SEWER SERVICE LINES

**Purpose.** This chapter governs the construction of new sewer service lines and the replacement of existing sewer service lines in the city.

**Utility Locations.** Prior to beginning excavation, the contractor shall notify all utility companies of the location of the excavation work and request field location of their facilities. The contractor shall exercise care in excavating near all utilities or service connections to these utilities. They shall be protected, supported and maintained in service or restored to the condition in which they were found. Where such utilities cannot be replaced so as to occupy their original location, they shall be relocated by the respective utility company with the cooperation and assistance of the contractor. In the case of drain tile or sewers, the contractor shall relocate such facilities under the direction of the City.

**Trench Excavations.** Excavation may be carried on by any reasonable method preferred by the contractor which shall insure systematic progress without danger to the completed work or the private or public property adjacent to the work. Whenever the contractor shall excavate below the grade of the sewer service line, they shall backfill the trench to grade with selected sand tamped in place.

**Sewer Service Taps.** All service taps shall be performed by Sewer Department personnel. They shall be located at the ten o'clock or two o'clock position on the circumference of the pipe. No taps shall be made less than twelve inches from a joint and never directly on top of the main. Taps shall be a minimum of twelve inches apart.

**Service Lines Sewer Saddle.** On clay tile or P.V.C. sewer mains, a sewer saddle is required and type shall be determined by the City Superintendent. A larger saddle will be needed if the sewer main diameter is larger. A minimum of one 5-gallon bucket of approved mortar mix is to be packed around and underneath the saddle and under the sewer main.

**RESOLUTION 2013-26**

**A RESOLUTION REPEALING RESOLUTION #2010-24 AND ADOPTING NEW MECHANICAL PERMIT FEES**

WHEREAS, Resolution #2010-24-A Resolution Setting Mechanical Permit Fees is hereby repealed in its entirety; and

Whereas, in conformance with Title VI, Chapter 13 of the Peosta Code of Ordinances the rates for Mechanical Permit Fees will be set by Resolution of the City Council, the following fees are hereby adopted:

**Permit Issuance**

1	For the issuance of each permit	\$10.00
2	For issuing each supplement to a permit	\$ 5.00

**Unit Fee Schedule (in addition to Item 1 or 2 above)**

1	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance	\$20.00
2	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
3	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$15.00
4	For the installation or relocation of any air conditioning system	\$15.00
5	For the installation or relocation of each boiler or compressor to and including three (3) horsepower, or each absorption system	\$25.00
6	For the installation or relocation of each air-handling unit	\$20.00
7	For each bathroom ventilation fan connected to a single duct	\$ 5.00
8	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$15.00
9	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.00
10	For the direct replacement of each water heater	\$10.00
11	For the installation of any solar/thermo water system	\$25.00
12	For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$10.00
13	When applicable, permit fees for fuel-gas piping shall be as follows:	
	a. For each gas-piping system of one to five (5) outlets	\$15.00
	b. For each gas-piping system of more than five (5) outlets, per outlet	\$ 5.00
14	For the installation of each vented gas fireplace	\$15.00
15	For the installation of each hard fuel burning stove; pellet,	

- |    |  |         |
|----|--|---------|
|    | corn, wood, etc.   | \$25.00 |
| 16 | For the installation of each geothermal system<br><b>No geothermal system will be allowed within<br/>200 feet of any city owned property, not including<br/>streets.</b> | \$50.00 |

Other Inspections and Fees

- |   |  |          |
|---|--|----------|
| 1 | Inspection outside of normal business hours, per hour<br>(Minimum charge, two (2) hours)   | \$60.00* |
| 2 | Reinspection fee (per hour)  | \$60.00* |
| 3 | Inspections for which no fee is specifically indicated, per hour<br>(Minimum charge, one-half hour)  | \$60.00* |
| 4 | Plan review fees when a plan is required by code, per hour of<br>review time<br>(Minimum of one-half hour charge and charged in half-hour<br>increments beyond the first hour; plans which must be sent<br>to Kansas City for review will be charged for ten (10) hours<br>of review time)                         | \$60.00  |
| 5 | Additional plan review required by changes, additions or<br>revisions to approved plans, per hour  | \$60.00  |
| 6 | Inspections upon less than 24-hour advance notice,<br>in addition to any other inspection fees which may apply<br>*Or the total hourly cost to the City, whichever is<br>the greatest. This cost shall include supervision, overhead,<br>equipment, hourly wages and fringe benefits of the employees<br>involved. | \$100.00 |

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the mechanical permit fees will go into effect on May 15, 2013.

Passed and approved this 14th day of May, 2013.

\_\_\_\_\_  
Brian Recker, Mayor pro tem

Attest:

\_\_\_\_\_  
Karen Snyder, City Clerk

**RESOLUTION 2010-22**

**A RESOLUTION SETTING ELECTRICAL PERMIT FEES**

WHEREAS, the Peosta City Council adopted Ordinance 2010-04-An Ordinance Amending Title VI of the Peosta Municipal Code by adding a new chapter adopting the 2006 International Residential Code that contains a Building Code, a Plumbing Code, a Mechanical Code, and a Electrical Code, and providing for the administration thereof and for issuance of residential one and two unit building permits, and repealing provisions inconsistent therewith on September 14, 2010; and,

WHEREAS, in conformance with Ordinance 2010-04 the rates for Electrical Permit Fees will be set by Resolution of the City Council.

**Permit Issuance**

- |   |   |         |
|---|---|---------|
| 1 | For the issuance of each permit         | \$10.00 |
| 2 | For issuing each supplement to a permit | \$ 5.00 |

Minimum permit fee (in addition to permit issuance fee) \$ 7.50

**System fee schedule:**

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For new residential building (including apartments and condominiums) not including the area of garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot \$ 0.05

For uninhabitable areas such as unfurnished basements, garages, carports and other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use the unit fee schedule.

**Private swimming pools:**

For new private, residential, in-ground swimming pools including a complete set of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each \$29.00

**Temporary power service:**

For a temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each \$17.00

**Unit fee schedule:**

Receptacle, switch and lighting outlets. For receptacle, switch, lighting or other outlets at which current is used or controlled, except services, feeders and meters:



First 20, each	\$ 0.60
Additional outlets, each	\$ 0.25

Note: For multi-outlet assemblies, each 5 feet or fraction thereof may be considered as one outlet.

Lighting fixtures:

For lighting fixtures, sockets or other lamp holding devices:

First 20, each	\$ 0.60
Additional fixtures, each	\$ 0.25
For pole or platform-mounted lighting fixtures, each	\$ 1.15
For theatrical-type lighting fixtures or assemblies, each	\$ 1.15

Residential appliances:

For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console, or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horse-power (HP) in rating, each

\$ 6.00

Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see "power apparatus."

Power apparatus:

For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes-reactive (KVAR):

Up to and including 1, each	\$ 6.00
Over 1 and not over 10, each	\$ 7.00
Over 10 and not over 20, each	\$ 9.00
Over 20 and not over 30, each	\$12.00
Over 30, each	\$12.00 + 0.25/hp

Note:

- 1 For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.
- 2 These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

Miscellaneous apparatus, conduits and conductors:

For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth	\$17.00
Miscellaneous fees not covered elsewhere.	
For each reinspection	\$60.00*
For annual permit at \$15.00 per month, yearly	\$180.00
For construction plan review (minimum charge – 1 hour), per hour	\$60.00*
Inspections for which no fee is specifically indicated (minimum charge – ½ hour), per hour	\$60.00*
Inspections outside of normal business hours, per hour	\$60.00*
Inspections upon less than 24-hour advance notice, in addition to any other inspection fees which may apply:	\$100.00

\*Or the total hourly cost to the City, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peosta, Iowa, that the electrical permit fees will go into effect on January 1, 2011.

Passed and approved this 14th day of September, 2010.

\_\_\_\_\_  
Dick Avenarius, Mayor

Attest:

\_\_\_\_\_  
Karen Snyder, City Clerk

**CITY OF PEOSTA  
COMMERCIAL BUILDING PERMIT APPLICATION**

			<b>PERMIT NO:</b>		
JOB ADDRESS					
LEGAL DESCRIPTION					
OWNER		ADDRESS		PHONE	
ARCHITECT, ENGINEER OR DESIGNER		ADDRESS		PHONE	
CONTRACTOR		ADDRESS		PHONE	
CONTRACTOR STATE REGISTRATION NO.		USE OF BUILDING		CHANGE OF USE	
				NO <input type="checkbox"/> YES <input type="checkbox"/>	
CONTRACTOR CERTIFICATE OF INSURANCE		ATTACHED			
		NO <input type="checkbox"/> YES <input type="checkbox"/>			
CLASS OF WORK		BASEMENT	NO. OF STORIES		NO. OF DWELLING UNITS
<input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> REMODEL <input type="checkbox"/> COMMERCIAL		NO <input type="checkbox"/> YES <input type="checkbox"/>			
DESCRIBE WORK					
VALUATION OF WORK					
Construction \$ _____		Total \$ _____			
SPECIAL CONDITIONS		PLAN CHECK FEE		PERMIT FEE	
				<b>\$250.00</b>	
		Type of Construction	Occupancy Group		Issue Fee
		Size of Bldg.	Basement		Total
		Total Sq. Ft.	Sq. Ft.		Feet
<p align="center"><b>NOTICE</b></p> <p>SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.</p> <p>THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</p>		Special Approvals	Required	Received	Not Required
		ZONING			
		SOIL REPORT			
		SITE PLAN			
		CITY ENGINEER			
		PLAN REVIEW			
SPECIAL INSPECTION					
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		DATE			
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE			

APPLICATION ACCEPTED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY  
OCCUPANCY CERTIFICATE MUST BE OBTAINED PRIOR TO OCCUPANCY**

# BUILDING PERMIT APPLICATION



PERMIT NO:

JOB ADDRESS

EMAIL ADDRESS

LEGAL DESCRIPTION

OWNER

ADDRESS

PHONE

CONTRACTOR

ADDRESS

PHONE

CONTRACTOR STATE REGISTRATION NO

CONTRACTOR CERTIFICATE OF INSURANCE

ATTACHED

NO  YES

**CLASS OF WORK**

NEW CONSTRUCTION  REMODEL  FINISH BASEMENT

BASEMENT BUILT BEFORE 2011

NO  YES

NO OF STORIES

NO OF DWELLING UNITS

**NOTES:**

PLAN REVIEW FEE \$ 200.00

**VALUATION OF WORK**

CONSTRUCTION \$

ISSUANCE FEE \$ 10.00

	QTY		QTY		
PERMIT FEE TO RE-ROOF	\$ 75.00		TOTAL SQ FT NEW OR REMODEL		COST PER SQ FT NEW OR REMODEL 0.45
PERMIT FEE FOR GARAGE	\$ 145.00		TOTAL SQ FT OF BASEMENT BUILT B/F 2011		COST PER SQ FT TO FINISH BASEMENT BUILT B/F 2011 0.20
PERMIT FEE FOR DECK	\$ 75.00		<b>SQUARE FOOTAGE COST</b>		\$
<b>PERMIT FEE FOR ADDITIONS</b>			<b>TOTAL</b>		<b>0</b>

**SPECIAL CONDITIONS**

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS  
UNLESS EMERGENCY**

**OCCUPANCY CERTIFICATE MUST BE  
OBTAINED PRIOR TO OCCUPANCY**

**NOTICE**

**SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL,  
PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.**

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

**CITY USE ONLY**

PAYMENT METHOD CK NO. \_\_\_\_\_ CASH \_\_\_\_\_  
AMOUNT REC'D \_\_\_\_\_

<i>Special Approvals</i>	<i>Required</i>	<i>Received</i>	<i>Not Required</i>
ZONING			
SITE PLAN			
CITY ENGINEER			
PLAN REVIEW			
SPECIAL INSPECTION			

**PLEASE FILL OUT ALL ITEMS WITH THIS COLOR BACKGROUND**

**ALL ITEMS W/ THIS COLOR ARE LOCKED - THEY CANNOT BE CHANGED**

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

SIGNATURE OF OWNER (IF OWNER BUILDER)

DATE

DATE RECEIVED

CHECKED BY:

APPROVED FOR ISSUANCE BY:

**CITY OF PEOSTA  
RESIDENTIAL BUILDING/RE-ROOF/DECK/PORCH PERMIT APPLICATION**

**PERMIT NO:**

JOB ADDRESS		PERMIT NO:			
LEGAL DESCRIPTION					
OWNER	ADDRESS	PHONE			
CONTRACTOR	ADDRESS	PHONE			
CONTRACTOR STATE REGISTRATION NO.		CONTRACTOR CERTIFICATE OF INSURANCE			
		ATTACHED NO <input type="checkbox"/> YES <input type="checkbox"/>			
CLASS OF WORK <input type="checkbox"/> DECK/PORCH <input type="checkbox"/> RE-ROOF		BASEMENT NO <input type="checkbox"/> YES <input type="checkbox"/>	NO. OF STORIES NO. OF DWELLING UNITS		
DESCRIBE WORK					
VALUATION OF REMODEL WORK Construction \$					
VALUATION OF NEW CONSTRUCTION WORK Construction \$ Total \$					
SPECIAL CONDITIONS		PLAN REVIEW FEE -----	ISSUANCE FEE -----		
		VALUATION FEE -----	TOTAL PERMIT FEE <b>\$75.00</b>		
<b>NOTICE</b> SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING.		CITY USE ONLY PAYMENT METHOD CK NO. _____ CASH _____ AMOUNT REC'D _____			
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.		Size of Bldg. Total Sq. Ft:	Basement Sq. Ft.		
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.		Total			
		Feet			
		<b>Special Approvals</b>		Required	Received
		ZONING			Not Required
		SOIL REPORT			
		SITE PLAN			
		CITY ENGINEER			
		PLAN REVIEW			
		SPECIAL INSPECTION			
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		DATE			
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE			

APPLICATION ACCEPTED BY:

PLANS CHECKED BY:

APPROVED FOR ISSUANCE BY:

**24 HOUR NOTICE TO BE GIVEN FOR INSPECTIONS UNLESS EMERGENCY  
OCCUPANCY CERTIFICATE MUST BE OBTAINED PRIOR TO OCCUPANCY**

**CHAPTER 90**

Monticello

**WATER SERVICE SYSTEM**

90.01 Definitions	90.13 Installation of Water Service Pipe
90.02 Superintendent's Duties	90.14 Responsibility for Water Service Pipe
90.03 Mandatory Connections	90.15 Failure to Maintain
90.04 Abandoned Connections	90.16 Curb Valve
90.05 Permit	90.17 Interior Valve
90.06 Fee for Permit	90.18 Inspection and Approval
90.07 Deposit	90.19 Completion by the City
90.08 Bond Required	90.20 Shutting Off Water Supply
90.09 Compliance with Plumbing Code	90.21 Operation of Curb Valve and Hydrants
90.10 Plumber Required	90.22 Boilers and Pressure Vessels
90.11 Excavations	90.23 Special Terms of Use
90.12 Tapping Mains	90.24 Line Extensions
	90.25 Service Refused

**90.01 DEFINITIONS.**

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Superintendent" means the Water/Wastewater Superintendent of the City water system or any duly authorized assistant, agent or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

**90.02 SUPERINTENDENT'S DUTIES.**

The Superintendent shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Superintendent shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Superintendent may make temporary rules for the protection of the system until due consideration by the Council may be had.

*(Code of Iowa, Sec. 372.13[4])*

**90.03 MANDATORY CONNECTIONS.**

All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

#### **90.04 ABANDONED CONNECTIONS.**

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight.

#### **90.05 PERMIT.**

Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

#### **90.06 FEE FOR PERMIT.**

A permit and inspection fee of \$125.00 for a residential service connection or \$150.00 for a commercial or industrial service connection shall be paid to the Clerk at the time the permit application is filed.

#### **90.07 DEPOSIT.**

Before granting an application for water service or consenting to assignment of water service, the City shall have the right to require the sum of \$50.00 to be placed on deposit with the City for the purpose of establishing or maintaining any customer or assignee's credit. The deposit shall be held by the City during the time water service is provided to the customer, except the deposit may be returned to the customer if the customer requests discontinuance of service due to permanent change in residence outside the City. When a deposit is returned, there shall first be deducted therefrom any unpaid or delinquent amounts for City utilities. No interest shall accrue on the deposit.

#### **90.08 BOND REQUIRED.**

Before a permit may be issued, the person applying for such permit shall have executed unto the City and deposited with the Clerk a corporate surety bond in the minimum sum of \$1,000.00, conditioned that said person will perform faithfully all work with due care and skill, and in accordance with the laws, rules and regulations established under the authority of any ordinances pertaining to plumbing, waterworks or appurtenances. This bond shall state that the person will indemnify and save harmless the City and the owner of the premises against all damages, costs, expenses, outlays and claims of every nature and kind arising out of unskillfulness or negligence on the part of the permit holder in connection with the plumbing, waterworks or appurtenances. Such bond shall remain in force and must be executed for a minimum period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. In lieu of surety bond, the deposit of \$150.00 cash with the Clerk for each connection or opening into the waterworks system shall be allowed and held by the Clerk for a reasonable time for any damage the City may suffer arising out of the unskillfulness or negligence in connection with the plumbing or waterworks.

#### **90.09 COMPLIANCE WITH PLUMBING CODE.**

The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of the State Plumbing Code.

#### **90.10 PLUMBER REQUIRED.**

All installations of water service pipes and connections to the water system shall be made by a State-licensed plumber.

#### **90.11 EXCAVATIONS.**

All trench work, excavation, and backfilling required in making a connection shall be performed in accordance with the State Plumbing Code and the provisions of Chapter 135 of this Code of Ordinances.

#### **90.12 TAPPING MAINS.**

All taps into water mains shall be made by or under the direct supervision of the Superintendent and in accordance with the following:

*(Code of Iowa, Sec. 372.13[4])*

1. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building, or premises may be shut off independently of the other.

2. Sizes and Location of Taps. All mains six inches or less in diameter shall receive no larger than a three-fourths inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the Superintendent shall order. All taps in the mains shall be made in the top half of the pipe, at least 18 inches apart. No main shall be tapped nearer than two feet of the joint in the main.

3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Superintendent, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.

4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Superintendent in such form as the Superintendent shall require.

#### **90.13 INSTALLATION OF WATER SERVICE PIPE.**

Water service pipes from the main to the meter setting shall be Type K copper. The use of any other pipe material for the service line shall first be approved by the Superintendent. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing with a minimum earth cover of the customer's service shall be five feet.

#### **90.14 RESPONSIBILITY FOR WATER SERVICE PIPE.**

All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the main to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

#### **90.15 FAILURE TO MAINTAIN.**

When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

*(Code of Iowa, Sec. 364.12[3a & h])*

#### **90.16 CURB VALVE.**

There shall be installed within the public right-of-way a main shut-off valve on the water service pipe of a pattern approved by the Superintendent. The shut-off valve shall be constructed to be visible and even with the pavement or ground.

#### **90.17 INTERIOR VALVE.**



There shall be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

#### **90.18 INSPECTION AND APPROVAL.**

All water service pipes and their connections to the water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

#### **90.19 COMPLETION BY THE CITY.**

Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

*(Code of Iowa, Sec. 364.12[3a & h])*

#### **90.20 SHUTTING OFF WATER SUPPLY.**

The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on.

#### **90.21 OPERATION OF CURB VALVE AND HYDRANTS.**

It is unlawful for any person except the Superintendent to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

#### **90.22 BOILERS AND PRESSURE VESSELS.**

Customers having boilers and/or pressure vessels receiving a supply of water from the City must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the utility is discontinued or interrupted for any reason, with or without notice.

#### **90.23 SPECIAL TERMS OF USE.**

Special terms and conditions may be made where water is used by the City or community for public purposes such as fire extinguishment, public parks, etc.

#### **90.24 LINE EXTENSIONS.**

The City will construct extensions to its water lines to points within its service area, but the City shall not be required to make such installations unless the customer pays to the City the entire cost of the installation and subject to the following provisions:

1. **Contract.** All line extensions shall be evidenced by a contract signed by the City and the person advancing funds for said extension, but each contract shall be null and void unless approved by the Council by resolution duly adopted.
2. **Rights of City.** All decisions in connection with the manner of installation of any extension and maintenance thereof shall remain in the exclusive control of the City and such extension shall be the property of the City and no other person shall have any right, title or interest therein.

**90.25 SERVICE REFUSED.**

The City may refuse service to persons not presently customers when in the opinion of the City the capacity of the facilities will not permit such service.

**CHAPTER 96**

*Monticello*

**BUILDING SEWERS AND CONNECTIONS**

- ✓ 96.01 Permit
- ✓ 96.02 Permit Fee
- 96.03 Plumber Required
- 96.04 Excavations
- 96.05 Connection Requirements
- 96.06 Interceptors Required
- 96.07 Sewer Tap
- 96.08 Inspection Required
- 96.09 Property Owner's Responsibility
- 96.10 Abatement of Violations

**96.01 PERMIT.**

No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City. The application for the permit shall set forth the location and description of the property to be connected with the sewer system and the purpose for which the sewer is to be used, and shall be supplemented by any plans, specifications, or other information considered pertinent. The permit shall require the owner to complete construction and connection of the building sewer to the public sewer within 60 days after the issuance of the permit, except that when a property owner makes sufficient showing that due to conditions beyond the owner's control or peculiar hardship, such time period is inequitable or unfair, an extension of time within which to comply with the provisions herein may be granted. Any sewer connection permit may be revoked at any time for a violation of these chapters.

**96.02 PERMIT FEE.**

The person who makes the application shall pay a fee in the amount of \$125.00 to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work.

**96.03 PLUMBER REQUIRED.**

All installations of building sewers and connections to the public sewer shall be made by a State-licensed plumber.

**96.04 EXCAVATIONS.**

All trench work, excavation, and backfilling required for the installation of a building sewer shall be performed in accordance with the provisions of the State Plumbing Code and the provisions of Chapter 135 of this Code of Ordinances.

**96.05 CONNECTION REQUIREMENTS.**

Any connection with a public sanitary sewer must be made under the direct supervision of the Superintendent and in accordance with the following:

1. Old Building Sewers. Old building sewers may be used in connection with new buildings only when they are found, on examination and test conducted by the owner and observed by the Superintendent, to meet all requirements of this chapter.
2. Separate Building Sewers. A separate and independent building sewer shall be provided for every occupied building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
3. Installation. The installation and connection of the building sewer to the public sewer shall conform to the requirements of the State Plumbing Code and applicable rules and regulations of the

City. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

4. **Water Lines.** When possible, building sewers should be laid at least 10 feet horizontally from a water service. The horizontal separation may be less, provided the water service line is located at one side and at least 12 inches above the top of the building sewer.

5. **Size.** Building sewers shall be sized for the peak expected sewage flow from the building with a minimum building sewer size of four inches.

6. **Alignment and Grade.** All building sewers shall be laid to a straight line to meet the following:

A. Recommended grade at one-fourth inch per foot.

B. Minimum grade of one-eighth inch per foot.

C. Minimum velocity of two feet per second with the sewer half full.

D. Any deviation in alignment or grade shall be made only with the written approval of the Superintendent and shall be made only with approved fittings.

7. **Depth.** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth of cover above the sewer shall be sufficient to afford protection from frost.

8. **Sewage Lifts.** In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer.

9. **Pipe Specifications.** Building sewer pipe shall be free from flaws, splits, or breaks. Materials shall be as specified in the State Plumbing Code except that the building sewer pipe, from the property line to the public sewer, shall comply with the current edition of one of the following:

A. Clay sewer pipe - A.S.T.M. C-700 (extra strength).

B. Extra heavy cast iron soil pipe - A.S.T.M. A-74.

C. Ductile iron water pipe - A.W.W.A. C-151.

D. P.V.C. - SDR26 - A.S.T.M. D-3034.

10. **Bearing Walls.** No building sewer shall be laid parallel to or within three feet of any bearing wall that might thereby be weakened.

11. **Jointing.** Fittings, type of joint and jointing material shall be compatible with the type of pipe used, subject to the approval of the Superintendent. Solvent-welded joints are not permitted.

12. **Unstable Soil.** No sewer connection shall be laid so that it is exposed when crossing any watercourse. Where an old watercourse must of necessity be crossed or where there is any danger of undermining or settlement, cast iron soil pipe or vitrified clay sewer pipe thoroughly encased in concrete shall be required for such crossings. Such encasement shall extend at least six inches on all sides of the pipe. The cast iron pipe or encased clay pipe shall rest on firm, solid material at either end.

13. **Preparation of Basement or Crawl Space.** No connection for any residence, business or other structure with any sanitary sewer shall be made unless the basement floor is poured, or in the case of a building with a slab or crawl space, unless the ground floor is installed with the area adjacent to the foundation of such building cleared of debris and backfilled. The backfill shall be well compacted and graded so that the drainage is away from the foundation. Prior to the time the basement floor is poured, or the first floor is installed in buildings with basements, the sewer shall be plugged and the

plug shall be sealed by the Superintendent. Any accumulation of water in any excavation or basement during construction and prior to connection to the sanitary sewer shall be removed by means other than draining into the sanitary sewer.

#### **96.06 INTERCEPTORS REQUIRED.**

Grease, oil, sludge and sand interceptors shall be provided by gas and service stations, convenience stores, car washes, garages, and other facilities when, in the opinion of the Superintendent, they are necessary for the proper handling of such wastes that contain grease in excessive amounts or any flammable waste, sand or other harmful ingredients. Such interceptors shall not be required for private living quarters or dwelling units. When required, such interceptors shall be installed in accordance with the following:

1. Design and Location. All interceptors shall be of a type and capacity as specified in the State Plumbing Code, to be approved by the Superintendent, and shall be located so as to be readily and easily accessible for cleaning and inspection.
2. Construction Standards. The interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers that shall be gastight and watertight.
3. Maintenance. All such interceptors shall be maintained by the owner at the owner's expense and shall be kept in continuously efficient operations at all times.

#### **96.07 SEWER TAP.**

Connection of the building sewer into the public sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If no properly located "Y" branch is available, a saddle "Y" shall be installed at the location specified by the Superintendent. The public sewer shall be tapped with a tapping machine and a saddle appropriate to the type of public sewer shall be glued or attached with a gasket and stainless steel clamps to the sewer. At no time shall a building sewer be constructed so as to enter a manhole unless special written permission is received from the Superintendent and in accordance with the Superintendent's direction if such connection is approved.

#### **96.08 INSPECTION REQUIRED.**

All connections with the sanitary sewer system before being covered shall be inspected and approved, in writing, by the Superintendent. As soon as all pipe work from the public sewer to inside the building has been completed, and before any backfilling is done, the Superintendent shall be notified and the Superintendent shall inspect and test the work as to workmanship and material; no sewer pipe laid underground shall be covered or trenches filled until after the sewer has been so inspected and approved. If the Superintendent refuses to approve the work, the plumber or owner must proceed immediately to correct the work.

#### **96.09 PROPERTY OWNER'S RESPONSIBILITY.**

All costs and expenses incident to the installation, connection, and maintenance of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

#### **96.10 ABATEMENT OF VIOLATIONS.**

Construction or maintenance of building sewer lines, whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the requirements of this chapter, shall be corrected, at the owner's expense, within 30 days after date of official notice from the Council of such violation. If not made within such time, the Council shall, in addition to the other penalties herein provided, have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

*(Code of Iowa, Sec. 364.12[3])*

**CHAPTER 90**

*Dyersville*

**WATER SERVICE SYSTEM**

90.01 Definitions	90.11 Installation of Water Service Pipe
90.02 Director's Duties	90.12 Responsibility for Water Service Pipe
90.03 Mandatory Connection to Public Water System and Use of Private Wells	90.13 Failure to Maintain
90.04 Abandoned Connections	90.14 Curb Valve
90.05 Permit	90.15 Interior Valve
→ 90.06 Connection Charge	90.16 Inspection and Approval
90.07 Compliance with Plumbing Code	90.17 Completion by the City
90.08 Plumber Required	90.18 Shutting Off Water Supply
90.09 Excavations	90.19 Operation of Curb Valve and Hydrants
90.10 Tapping Mains	90.20 Backflow Preventer

**90.01 DEFINITIONS.**

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities, and obligations hereinafter imposed shall be joint and several.
3. "Director" means the Director of Public Works of the City or any duly authorized assistant, agent, or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

**90.02 DIRECTOR'S DUTIES.**

The Director shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Director shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Director may make temporary rules for the protection of the system until due consideration by the Council may be had.

*(Code of Iowa, Sec. 372.13[4])*

**90.03 MANDATORY CONNECTION TO PUBLIC WATER SYSTEM AND USE OF PRIVATE WELLS.**

1. Connection to the Public Water System. Except as otherwise provided herein, all residences and business establishments within the City using water for human habitation or occupancy must

connect to the public water system. Water is used for human habitation or occupancy if it is used in the plumbing system of a residence or a business occupied by humans.

2. Exceptions. A residence or business establishment within the City using water for human habitation or occupancy may obtain its water from a private well as follows:

A. Existing Wells. A well in existence on the effective date of Ordinance No. 732 (May 23, 2007) may continue to obtain water from a private well as follows:

(1) For human habitation or occupancy until the date established in Section 90.03(2).

(2) For non-human habitation or occupancy until such time when well needs repair including pump repair or replacement.

B. New Wells. A well may be drilled only upon property that does not have access to the City water system within 200 feet of the property, and use of the well for human habitation or occupancy may continue until the date established herein.

(1) Permit. No person shall install or maintain a private well after the date of enactment of the ordinance codified by this section, or own or use a private well within the City after such a date, unless the person has registered such well and obtained a permit for same from the City. The registration and permit process must be completed on forms provided by the City.

(2) Contaminated Area. Notwithstanding anything to the contrary which permits a private well to remain in existence within the City, neither a new private well be drilled nor repairs to an existing private well be made after the date of enactment of the ordinance codified by this section, if the well is located within a contaminated area.

(3) Variance. The City Council, upon recommendation of the Director of Public Works of the City or any duly authorized assistant, agent, or representative, may consider a variance or exception to this section on application to the City.

(4) Termination/Abandonment of Use of Existing Wells. The use of any private well not permitted to continue under this section must cease and the well shall be plugged in accordance with rules of the Iowa Department of Natural Resources on May 21, 2009, or 90 days after the date the public water system is extended to within 200 feet of the affected property, whichever is later.

a. All debris, pump, piping, unsealed liners, and any other obstructions which may interfere with sealing operations must be removed prior to abandonment.

b. The owner of the well or the owner's agent, must notify the system or town at least 48 hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by the Superintendent of the community water system.

(5) Definitions. For use in this section the following terms are defined:

a. "Private well" means any groundwater well, except a monitoring well used as a part of a remediation system, used both for drinking water and for non-drinking water purposes, including a groundwater well which is not properly plugged in accordance with rules of the Iowa Department of Natural Resources.

b. "Contaminated area" means a point within an area that has groundwater contamination or that in accordance with design models of the Iowa Department of Natural Resources may become contaminated due to percolation of groundwater contamination in the vicinity of the well site.

c. "Human habitation or occupancy" means use of water in the plumbing system of a residence or business used or occupied by humans.

- d. "Groundwater" means subsurface water in the saturated zone from which wells, springs, and groundwater runoff are supplied.
- e. "Contamination" means the presence of any harmful or deleterious substances in the water supply.

3. Penalties. Any well owner violating any provision of this section shall upon conviction be punished by forfeiture of not less than \$500.00 and not more than \$750.00 and the cost of prosecution. If any person fails to comply with this chapter for more than 10 days after receiving notice of the violation, the community water system may impose a penalty and cause the well abandonment to be performed and the expense be assessed as a special tax against the property.

**90.04 ABANDONED CONNECTIONS.**

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains must be turned off at the corporation stop and made absolutely watertight.

**90.05 PERMIT.**

Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit must include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

**90.06 CONNECTION CHARGE.**



Before any permit is issued the person who makes the application must pay a connection charge in the amount of \$325.00 for each residential connection and \$425.00 for each commercial or industrial connection to reimburse the City for costs borne by the City in making water service available to the property served. The connection charge is in addition to any current special assessment applicable.

*(Code of Iowa, Sec. 384.84)*

**90.07 COMPLIANCE WITH PLUMBING CODE.**

The installation of any water service pipe and any connection with the water system must comply with all pertinent and applicable provisions, whether regulatory, procedural, or enforcement provisions, of the *State Plumbing Code* and the City's Standard Specifications for Water Distribution Systems.

**90.08 PLUMBER REQUIRED.**

All installations of water service pipes and connections to the water system must be made by a State-licensed plumber.

**90.09 EXCAVATIONS.**

All trench work, excavation, and backfilling required in making a connection must be performed in accordance with the City of Dyersville Standard Specifications and the provisions of Chapter 135 of this Code of Ordinances.

**90.10 TAPPING MAINS.**

All taps into water mains shall be made by or under the direct supervision of the Director and in accordance with the following:

*(Code of Iowa, Sec. 372.13[4])*

- 1. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Director and unless provision is made



so that each house, building, or premises may be shut off independently of the other.

2. **Sizes and Location of Taps.** All mains six inches or less in diameter shall receive no larger than a three-fourths inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the Director shall order. All taps in the mains must be made in the top half of the pipe, at least 18 inches apart. No main shall be tapped nearer than two feet of the joint in the main.

3. **Corporation Stop.** A brass corporation stop, of the pattern and weight approved by the Director, must be inserted in every tap in the main. The corporation stop in the main must be of the same size as the service pipe.

4. **Location Record.** An accurate and dimensional sketch showing the exact location of the tap must be filed with the Director in such form as the Director requires.

#### **90.11 INSTALLATION OF WATER SERVICE PIPE.**

Water service pipes from the main to the meter setting must be of such material as specified in the City of Dyersville Standard Specifications for Water Distribution System.

#### **90.12 RESPONSIBILITY FOR WATER SERVICE PIPE.**

All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the public water main to the building served will be borne by the owner. The owner must indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

#### **90.13 FAILURE TO MAINTAIN.**

When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

*(Code of Iowa, Sec. 364.12[3a & h])*

#### **90.14 CURB VALVE.**

There must be installed within the public right-of-way a main shut-off valve of the inverted key type on the water service pipe at the outer sidewalk line with a suitable lock of a pattern approved by the Director. The shut-off valve must be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground. The proper operation of the turn-off valve is the responsibility of the property owner. When turn-off is required by a utility representative and the turn-off is not operative, or if a failure occurs within the service line, the City shall be held harmless. The utility representative, at his or her discretion, may discontinue service in a most efficient manner.

#### **90.15 INTERIOR VALVE.**

There must be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there must be separate valves for each such customer so that service may be shut off for one without interfering with service to the others. A separate water meter must be installed for each individual customer. Separate meters must be installed within 90 days of notification to the property owner that the property is not in compliance.

#### **90.16 INSPECTION AND APPROVAL.**

All water service pipes and their connections to the water system must be inspected and approved in writing by the Director before they are covered, and the Director shall keep a record of such approvals. If the Director refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system must permit the Director to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

**90.17 COMPLETION BY THE CITY.**

Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

*(Code of Iowa, Sec. 364.12[3a & h])*

**90.18 SHUTTING OFF WATER SUPPLY.**

The Director may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Director has ordered the water to be turned on.

**90.19 OPERATION OF CURB VALVE AND HYDRANTS.**

It is unlawful for any person except the Director to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

**90.20 BACKFLOW PREVENTER.**

Any customer who is connected to any other source of water, in addition to the municipal water system, must install, at said customer's cost, a backflow preventer to prevent cross contamination of the municipal water system. The type and location of the backflow preventer must be approved by the Director prior to its installation.

3. Installation. The size, slope, alignment, and materials of construction of the building sewer and the connection of the building sewer into the public sewer shall conform to the requirements of the State Plumbing Code or the City of Dyersville Standard Specifications for Waste Water Collection. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

4. Depth. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth of cover above the sewer must be sufficient to afford protection from frost.

5. Sewage Lifts. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain must be lifted by approved artificial means and discharged to the building sewer.

#### **96.06 INTERCEPTORS REQUIRED.**

Grease, oil, sludge, and sand interceptors must be provided by gas and service stations, convenience stores, car washes, garages, and other facilities when, in the opinion of the Director, they are necessary for the proper handling of such wastes that contain grease in excessive amounts or any flammable waste, sand, or other harmful ingredients. Such interceptors are not be required for private living quarters or dwelling units. When required, such interceptors must be installed in accordance with the following:

1. Design and Location. All interceptors must be of a type and capacity as provided by the State Plumbing Code, to be approved by the Director, and must be located so as to be readily and easily accessible for cleaning and inspection.

2. Construction Standards. The interceptors must be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They must be of substantial construction, watertight and equipped with easily removable covers that must be gastight and watertight.

3. Maintenance. All such interceptors must be maintained by the owner at the owner's expense and must be kept in continuously efficient operations at all times.

#### **96.07 SEWER TAP.**

Connection of the building sewer into the public sewer must be made at the "Y" branch, if such branch is available at a suitable location. If no properly located "Y" branch is available, a saddle "Y" must be installed at the location specified by the Director. The public sewer must be tapped with a tapping machine and a saddle appropriate to the type of public sewer must be glued or attached with a gasket and stainless steel clamps to the sewer. At no time shall a building sewer be constructed so as to enter a manhole unless special written permission is received from the Director and in accordance with the Director's direction if such connection is approved.

#### **96.08 INSPECTION REQUIRED.**

All connections with the sanitary sewer system before being covered must be inspected and approved, in writing, by the Director. As soon as all pipe work from the public sewer to inside the building has been completed, and before any backfilling is done, the Director must be notified and the Director must inspect and test the work as to workmanship and material; no sewer pipe laid underground shall be covered or trenches filled until after the sewer has been so inspected and approved. If the Director refuses to approve the work, the plumber or owner must proceed immediately to correct the work.

#### **96.09 PROPERTY OWNER'S RESPONSIBILITY.**

All costs and expenses incident to the installation, connection, and maintenance of the building sewer must be borne by the owner. The owner must indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

#### **96.10 ABATEMENT OF VIOLATIONS.**

Construction or maintenance of building sewer lines, whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the requirements of this chapter, must be corrected, at the owner's expense, within 30 days after date of official notice from the Council of such violation. If not made within such time, the Council, in addition to the other penalties herein provided, has the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment will be collected with and in the same manner as general property taxes.

*(Code of Iowa, Sec. 364.12[3])*

#### **96.11 ADOPTION OF PLUMBING CODE.**

The Plumbing Code as adopted and amended by the State of Iowa Administrative Code 641 Chapter 25 is hereby adopted by reference as the plumbing code for the City, subject to the amendments and adoptions by the State of Iowa Department of Public Safety.

Dyersville

## Fees

### Building Permit Fees

<b>Building Value</b>	<b>Permit Fees</b>
\$100 - \$10,000	\$35
\$10,001 - \$20,000	\$45
\$20,001 - \$50,000	\$65
\$50,001 - \$100,000	\$80
\$100,001 - \$200,000	\$110
\$200,001 - and up	\$220

### Miscellaneous Permits

<b>Permit</b>	<b>Permit Fees</b>
Excavation	\$50
Fence	\$20
Home	\$300
Parade	\$10
Shed / Garage	\$200

### Meeting Fees

<b>Meeting</b>	<b>Fees</b>
Board of Adjustment	\$80
Flood Plain	\$25



## July 11, 2022 Agenda

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

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

**Date: July 8, 2022**

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

### Current Ordinance

As explained at the last meeting, it has come to my attention that we have some areas of garbage hauling that are not addressed in the City ordinances or are not being enforced as the current ordinance reads. No direction was given on June 27<sup>th</sup>, so this is back on the agenda to see if the Council wants to make any changes to the existing ordinance. I have included Title VI, Chapter 4 Utilities – Refuse Collection the relevant section in the Cascade Code. Currently Republic Services is the exclusive hauler for garbage services for the weekly pick up for residential and commercial customers/residents. There is no option to opt out of this service and go with another hauler. The code also requires that anyone providing such services must have a permit issued by the Clerk to operate in the City. Besides Republic having the contract with the City, there are no haulers that have a permit and we don't really have a path for another firm to provide any services in the Code. This came up because I received a call from a commercial business that has been paying the City for service on a small dumpster. They have contracted with another private hauler and for some unknown reason did not get a bill from that hauler for a year. They now have gotten a 12-month bill and had thought that they were paying us and we were paying that other hauler on their behalf (similar to how we would under the Republic contract). They asked for a refund on their bill and I explained that we cannot refund the fees because the requirement is to use the City's contracted hauler. I then reached out to this other hauler and learned more. His opinion is that the City allows a commercial business to pay us a minimum amount, the same as a fee for a residential toter, and then as long as they pay this minimum they can contract with any other company. He also said that he has more clients than just that one in Cascade. This led to a discussion about roll off dumpsters that are used on a temporary basis during construction or special projects. The code does not indicate that if another firm were to obtain a license that we would only issue that permit to a hauler to provide a dumpster for non-regular weekly pickups. If this is something you want to allow for the temporary dumpsters my recommendation is that the code should reflect this allowance. I would also suggest that there be a more defined permit process and permit fee. Most city's would require things such as proof of insurance, a truck inspection, proof they are using a licensed landfill, schedule of pick up days type items. A typical fee might be \$50-\$100 annually.

The code is also outdated in that it states each household must provide their own cans. With the current toter system it is unlikely we would go back to this previous system. This may need to be changed to must use the City provided containers. The packet also includes the ordinance that was in effect when we entered in to the contract with Republic in 2016. The current one was added when the recodification was done in 2021/2022.

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

**Our current contract with Republic ends November 30, 2022. There is a split in how communities handle this expiration. Some will renegotiate a contract with Republic and some will do a complete rebid. The current contract language does call out for a renewal and extension of the contract by mutual agreement. I will need direction as to which direction you want to proceed. The current contract is included in the packet.**

**On June 27, 2022 the Council discussed three options but deferred the decision to a future meeting, so I placed this back on the agenda. The options discussed were to completely rebid the service, discuss a short-term extension with Republic or discuss a longer-term extension to the existing Republic contract. From experience I know the further out we go the likelihood is higher of getting better prices.**

## TITLE VI PHYSICAL ENVIRONMENT

### CHAPTER 4 UTILITIES - REFUSE COLLECTION

6-4-1	Definitions	6-4-7	Burning of Refuse
6-4-2	Duty to Provide Cans	6-4-8	Open Burning Restricted
6-4-3	Administration	6-4-9	Refuse Other Than Garbage
6-4-4	Storage	6-4-10	Sanitary Landfill
6-4-5	Collections	6-4-11	Anti-Scavenging
6-4-6	Necessity of Permits		

6-4-1 DEFINITIONS. For use in this chapter, the following terms are defined as follows:

1. "Refuse". Includes all garbage, rubbish, ashes, or other substances offensive to sight or smell, dangerous to the public health or detrimental to the best interests of the community except dead animals not killed for food.

2. "Garbage". Includes all animal, fruit, vegetable, and other refuse resulting from the preparation of food and drink.

3. "Rubbish". Includes all other refuse not falling within the term "garbage" except those objects too large to be placed in cans.

4. "Can". Means a container for the storage of garbage or rubbish, which is:

- a. Provided with a handle and tight fitting cover.
- b. Made of non-corrosive material.
- c. Water-tight.
- d. With a capacity of no more than thirty-two (32) gallons.

5. "Nuisance" under this section shall mean an excess of smoke or smell, whereby a nearby neighbor shall have a cause to complain and a reasonable person would find the action to negatively impact neighbors in the vicinity.

(Ord. 51-14, Passed September 8, 2014)

6-4-2 DUTY TO PROVIDE CANS. Each person shall provide cans or approved containers for the storage of garbage and rubbish accumulating on the premises owned or occupied by such owner. Such cans or containers shall be kept covered and reasonably clean at all times. The cans or containers shall be in a position readily accessible to the collector.

It shall be the duty of the owner of each household residing in a building arranged for more than one family unit to provide proper cans for garbage and rubbish.



6-4-3 ADMINISTRATION. Administration of this chapter shall be by the Superintendent of refuse, or such employee designated by the Superintendent.

(Code of Iowa, Sec. 372.13(4))

6-4-4 STORAGE. All garbage must be drained. All rubbish shall be placed in a can except as otherwise provided.

6-4-5 COLLECTIONS. All garbage and rubbish shall be taken from dwellings at least once each week and from commercial, industrial, and institutional premises as frequently as may be necessary, but not less than once each week.

All cans for garbage and rubbish shall be kept as provided in the rules and regulations for collection of refuse.

6-4-6 NECESSITY OF PERMIT. No person shall collect garbage or rubbish except such person's unless otherwise by contract or permit approved by the Superintendent of refuse and issued by the Clerk.

*only permit is to Republic*

In the event any business, firm, or corporation may elect to dispose of refuse or waste matter as may accumulate on any premises, property, or location, the same may be done provided that such disposal and transporting of any refuse or waste matter complies with the provisions of this chapter, is approved by the City and a permit issued by the Clerk.

6-4-7 BURNING OF REFUSE.

1. It shall be unlawful for any person to burn or incinerate any garbage, rubbish, or refuse within the City except by permission of the City Council.

2. This section shall not apply to any incinerator operated under a license granted by the City or any burning conducted under the direction of the fire department for training purposes.

3. This section shall not apply to outdoor cooking appliances used for residential recreational purposes using commonly acceptable fuels.

6-4-8 OPEN BURNING RESTRICTED. No person shall allow, cause or permit open burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack, except that open burning is permitted in the following circumstances:

(IAC, 567-23.2[455B] and 567-100.2)

1. Disaster Rubbish. The open burning of rubbish, including landscape waste, for the duration of the community disaster period in cases where an officially declared emergency condition exists.

(IAC, 567-23.2[3a])

2. Trees and Tree Trimmings. The open burning of trees and tree trimmings at a City-operated burning site by City employees only, provided such burning is conducted in compliance with the rules established by the State Department of Natural Resources.

(IAC, 567-23.2[3b])

(Ord. 51-14, Passed September 8, 2014)

3. Flare Stacks. The open burning or flaring of waste gases, provided such open burning or flaring is conducted in compliance with applicable rules of the State Department of Natural Resources.

(IAC, 567-23.2[3c])

4. Landscape Waste. (Grass, Leaves and Small Branches) The disposal by open burning of landscape waste originating on premises. All burning must be under constant visual supervision by the owner or owner representative and not create a nuisance to neighbor. The burning of landscape waste produced in clearing, grubbing and construction operations is not permitted. Rubber tires shall not be used to ignite the landscape waste.

(IAC, 567-23.2[3d])

(Ord. 51-14, Passed September 8, 2014)

5. Recreational Fires. Open fires for cooking, heating, recreation and ceremonies, provided they comply with the limits for emission of visible air contaminants established by the State Department of Natural Resources.

(IAC, 567-23.2[3e])

6. Burn Barrels. The open burning of residential waste on the property where such waste is generated, at dwellings of four (4) units or less, provided it does not create a nuisance for nearby properties.

(IAC, 567-23.2[3f] and 567-20.2[455B])

(Ord. 51-14, Passed September 8, 2014)

7. Training Fires. Fires set for the purpose of bona fide training of public or industrial employees in fire fighting methods, provided that written notification is postmarked or delivered to the Director at least ten (10) working days before such action commences. All asphalt roofing and materials containing asbestos shall be removed prior to the training fire.

(IAC, 567-23.2[3g])

8. Variance. Any person wishing to conduct open burning of materials not permitted herein may make application for a variance to the Director.

(IAC, 567-23.2[2])

6-4-9 REFUSE OTHER THAN GARBAGE. Each person shall dispose of all refuse other than garbage and rubbish accumulation on the premises such person owns or occupies before it becomes a nuisance. Any such accumulation remaining on any premises for a period of more than thirty (30) days shall be deemed a nuisance and the city may proceed to abate such nuisance in accordance with the provisions of Title III, Chapter 2 of this Code or initiating proper action in district court.

6-4-10 SANITARY LANDFILL. The sanitary landfill facilities operated by Dubuque Metropolitan Area Solid Waste Agency is hereby designated as the official agency for the disposal of solid waste produced or originating within the city. City Council by resolution may establish reasonable rules and regulations necessary to control its use by the public and make charge for the use thereof.

6-4-11 ANTI-SCAVENGING. It shall be a violation of this Code for any person to sort through, scavenge or remove any garbage, waste, refuse, rubbish or recycling material that has been placed in a designated garbage or recycling container. Unauthorized collection, removal or scavenging of material placed in a garbage or recycling container shall be a violation of this Code and punishable as set forth in the Municipal Code.

(ECIA Model Code Amended in 2017)

Littering Prohibited. No person shall discard any litter onto or in any water or land, except that nothing in this section shall be construed to affect the authorized collection and discarding of such litter in or on areas or receptacles provided for such purpose. When litter is discarded from a motor vehicle, the driver of the motor vehicle shall be responsible for the act in any case where doubt exists as to which occupant of the motor vehicle actually discarded the litter.

Open Dumping Prohibited. No person shall dump or deposit or permit the dumping or depositing of any solid waste on the surface of the ground or into a body or stream of water at any place other than a sanitary disposal project approved by the Director, unless a special permit to dump or deposit solid waste on land owned or leased by such person has been obtained from the Director. However, this section does not prohibit the use of dirt, stone, brick or similar inorganic material for fill, landscaping, excavation or grading at places other than at a sanitary disposal project.

## CHAPTER 106

### COLLECTION OF SOLID WASTE

106.01 Collection Service  
106.02 Collection Vehicles  
106.03 Loading  
106.04 Frequency of Collection

106.05 Bulky Rubbish  
106.06 Right of Entry  
106.07 Collection Fees  
106.08 Lien for Nonpayment

**106.01 COLLECTION SERVICE.** The City shall provide for the collection of all solid waste within the City.

**106.02 COLLECTION VEHICLES.** Vehicles or containers used for the collection and transportation of garbage and similar putrescible waste or solid waste containing such materials shall be leakproof, durable and of easily cleanable construction. They shall be cleaned to prevent nuisances, pollution or insect breeding and shall be maintained in good repair.

*(IAC, 567-104.9[455B])*

**106.03 LOADING.** Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak, or spill therefrom, and shall be covered to prevent blowing or loss of material. Where spillage does occur, the material shall be picked up immediately by the collector or transporter and returned to the vehicle or container and the area properly cleaned.

**106.04 FREQUENCY OF COLLECTION.** All solid waste shall be collected from residential premises at least once each week and from commercial, industrial and institutional premises as frequently as may be necessary, but not less than once each week.

**106.05 BULKY RUBBISH.** Bulky rubbish which is too large or heavy to be collected in the normal manner of other solid waste may be collected upon request.

**106.06 RIGHT OF ENTRY.** Solid waste collectors are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter; however, solid waste collectors shall not enter dwelling units or other residential buildings.

**106.07 COLLECTION FEES.** The collection and disposal of solid waste as provided by this chapter and the collection of recyclable materials are declared

to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:

*(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449)*

1. Schedule of Fees. The fees for solid waste collection and disposal service, used or available, are:
  - A. One or two family houses - \$6.50 per month per family;
  - B. Apartments with separate water meters - \$6.50 per month;
  - C. Apartments in which water is furnished by the owner through central water - \$6.50 per apartment per month, charged to the owner;
  - D. Commercial businesses not using a dumpster shall be rated and charged according to the volume of refuse as determined by the Council, but in no event shall it be less than \$10.24 per month;
  - E. Commercial establishments using a dumpster shall be charged as follows:
    - 1 cubic yard dumpster - \$197.40 yearly (\$16.45 monthly)
    - 1½ cubic yard dumpster - \$296.40 yearly (\$24.70 monthly)
    - 2 cubic yard dumpster - \$394.80 yearly (\$32.90 monthly)
    - 3 cubic yard dumpster - \$592.20 yearly (\$49.35 monthly)
    - 4 cubic yard dumpster - \$789.60 yearly (\$65.80 monthly)
    - 5 cubic yard dumpster - \$987.80 yearly (\$82.32 monthly)
    - 6 cubic yard dumpster - \$1,184.40 yearly (\$98.70 monthly)
    - 8 cubic yard dumpster - \$1,579.20 yearly (\$131.60 monthly)
2. Recyclable Materials. The City will charge, in addition to other refuse collection rates, the sum of \$1.10 per month for each residential unit and the sum of \$2.10 per month for each commercial unit for pickup of recyclable materials.
3. Payment of Bills. All fees are due and payable as part of a combined service account, with and under the same terms and conditions as payment for electric and gas services. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

6 cubic yard dumpster - \$1,184.40 yearly  
(\$98.70 monthly)

8 cubic yard dumpster - \$1,579.20 yearly  
(\$131.60 monthly)

2. **Recyclable Materials.** The City shall charge, in addition to other refuse collection rates, the following fees per month for residential and commercial weekly curbside co-mingled recyclable material pick-up:

<u>Recycling Rates</u>	<u>Monthly Fees</u>
1. Residential .....	4.50
2. Senior Citizen (Upon Request, Head of Household 65) .....	3.50
3. Small Commercial (Under 20-lbs/wk).....	9.00
4. Medium Commercial (20-lbs to 80-lbs/wk).	15.00
5. Large Commercial (Over 80-lbs/wk).....	20.00

3. **Payment of Bills.** All fees are due and payable as part of a combined service account, with and under the same terms and conditions as payment for electric and gas services. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

106.08 **LIEN FOR NONPAYMENT.** The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for solid waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified to the County Treasurer for collection in the same manner as property taxes.

106.09 **COLLECTION LIMITS.** The City shall limit garbage collection as follows:

1. **Residential.** The City shall limit garbage collection to one thirty-two (32) gallon garbage container, not to exceed sixty-five (65) pounds in weight, per week. Additional garbage shall be placed in garbage bags and tagged with stickers purchased from the City at a cost of \$1.50 per tag.

2. **Commercial and Institutional Units Without Dumpsters.** The City shall limit garbage collection to one thirty-two (32) gallon garbage container, not to exceed sixty-five (65) pounds

in weight, for the collection on Tuesday and Friday for commercial and institutional units with no dumpster. Additional garbage shall be placed in garbage bags and tagged with stickers purchased from the City at a cost of \$1.50 per tag.

3. Commercial, Industrial, and Institutional Units With Dumpsters. The City shall limit garbage collection of commercial, industrial, and institutional units to once per week. Additional collection pickups shall be billed at the weekly rate per dumpster size.

(The next page is 455)

**CONTRACT FOR SOLID WASTE COLLECTION  
AND DISPOSAL AND RECYCLING COLLECTION SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING COLLECTION SERVICES (this "Contract"), is made and entered into effective as of the 22 day of August, 2016 (the "Effective Date"), by and between the City of Cascade, Iowa, a political subdivision of the State of Iowa, acting by and through its Mayor and Council, 320 1<sup>st</sup> Ave W Cascade, IA (the "City") and BFI Waste Services, LLC d/b/a Allied Waste Services of Dubuque//Republic Services of Dubuque, 15034 Depot Ridge Rd Peosta, IA ("Contractor").

**RECITALS:**

WHEREAS, City desires for Contractor to provide residential solid waste collection and disposal services within the City and to perform such work as may be incidental thereto.

WHEREAS, Contractor agrees to collect and dispose of residential solid waste in accordance with the terms of this Contract.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection and disposal franchise, license, and privilege within the territorial jurisdiction of the City for its Residential Units. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents.
2. The term of this Contract shall begin on Dec 1, 2016 and continue through November 30, 2022. This Contract may be further extended upon mutual written agreement of City and Contractor.
3. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
  - (a) This instrument;
  - (b) Exhibit A – General Specifications;
  - (c) Exhibit B – Insurance Requirements
  - (d) Exhibit C – Contractor's Pricing;
  - (e) Exhibit D – City Facilities; and
  - (f) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.



4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF CASCADE, IA

By: Marcus Behoken  
Name: Marcus Behoken  
Its: Mayor

BFI WASTE SERVICES, LLC D/B/A  
ALLIED WASTE SERVICES OF  
DUBUQUE// REPUBLIC SERVICES  
OF DUBUQUE

By: Frank Banigan  
Name: Frank Banigan  
Its: Division Manager

**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

**1.0 DEFINITIONS**

- 1.01 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts.
- 1.02 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.
- 1.03 Cart – A receptacle constructed of fiberglass or plastic with a volume of 95 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.04 City Facilities – Those specific municipal locations set forth on Exhibit D of this Contract.
- 1.05 Commercial and Industrial Unit – All commercial, institutional, or industrial premises, locations or entities, public or private, requiring waste material collection within the corporate limits of City.
- 1.06 Commercial and Industrial Refuse – All Bulky Waste, Garbage, and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.08 Container for Recycling – A receptacle that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting.
- 1.09 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.
- 1.10 Dumpster – A steel container ranging in size from 4 to 8 cubic yards sufficient to handle City Facilities solid waste.
- 1.11 Excluded Waste – Excluded Waste is all Commercial and Industrial Refuse, Construction Debris, Institutional Solid Waste, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.12 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

- 1.13 Hazardous Waste – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.14 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.15 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.17 Producer – An operator or occupant of a Residential Unit who generates Garbage, Bulky Waste, Yard Waste, Recyclable Material or Rubbish.
- 1.18 Recyclable Material – The following items are classified as Recyclable Materials under this Contract:
- Cans: Clean aluminum, tin/steel containers.
  - Newspaper: Clean, dry, unsoiled newspaper.
  - Plastic: PETE & HDPE containers (milk jugs & soft drink containers)
- 1.19 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one (1) Cart or Container per collection day, including, but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.20 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.21 Small Dead Animals – Animals or portions thereof less than ten pounds(10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

- 1.22 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.23 Special Waste – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
  - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
  - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 1.24 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.25 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish and Recyclable Materials) generated at Residential Units that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.26 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

## 2.0 SCOPE OF WORK

- 2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste Material from Residential Units within the City to an appropriate Disposal Site. The work shall specifically include the following:

- 2.01.1 Residential Collection. At the premises of Residential Units within the City and serviced by the Contractor, collection shall occur a minimum of once weekly for Solid Waste, Rubbish and Garbage. Contractor shall provide each Residential Unit with one (1) Cart for the collection of Solid Waste, Rubbish and Garbage collectively.

Each Cart or Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways or alleys. Carts and Containers shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts and Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart or Container not so placed or any Waste Material not in a Cart or Container as specified herein.

- 2.01.2 Recycling Collection. At the premises of Residential Units within the City and serviced by the Contractor, collection shall occur a minimum of every other week for Recyclable Materials. Contractor shall provide each Residential Unit one (1) Container for the collection of Recyclable Materials. Contractor will not be held liable for any claims arising out of the recyclable materials that are contaminated with other waste material.

- \* 2.01.3 Commercial Trash Collection. Republic Services shall be the sole provider of commercial dumpster trash collection within the City of Cascade. Customers shall provide their own *Rear Load* container for collection of material. Republic may rent containers to customers who do not supply their own, rental rates are outside of the scope of this agreement, and will be negotiated directly with the customer.

If in the future Republic chooses to convert the city to Front Load trash collection, Commercial Customers will be provided a container for use by Republic Services. Those containers will remain the property of Republic Services.

- 2.01.4 Bulky Waste. Contractor shall provide service for Bulky Waste during the City's two (2) semi-annual cleanups, or to Producers on an on call basis. The city will be responsible for any Landfill Fees associated with the City Clean Up.

- 2.01.5 City Facilities. Contractor shall provide services for Dumpsters provided by Contractor to City Facilities on a schedule agreed upon by Contractor and the City, at no additional charge to City.

- 2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste.

- 2.03 Hours of Operation. Collection of Waste Material shall not start before <sup>7:00 AM</sup>~~6:00~~ A.M. or continue after sunset on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 2.04 Routes of Collection. Residential Unit collection routes shall be established by the Contractor. The Contractor may from time to time make changes in routes or days of

collection affecting Residential Units, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes.

2.05 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day,  
Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

- 2.06 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.
- 2.07 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 2.08 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.
- 2.09 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 2.10 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 2.11 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and City Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 2.12 Notification – The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 2.13 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 2.14 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not

been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage

### **3.0 BASIS OF PRICES AND METHOD OF PAYMENT**

- 3.01 Waste Material Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Waste Material shall be as shown on Exhibit C, as adjusted as set forth therein.
- 3.02 Additional Costs and Charges
- 3.02.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).
- 3.02.2 No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.
- 3.03 Modification to Rates
- 3.03.1 Petitions. The Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City, which shall not be unreasonably withheld.
- 3.04 City to Act as Collector – The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.
- 3.05 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.
- 3.06 Contractor Billings to City. The Contractor shall bill the City for all collection and disposal services rendered to Residential Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15<sup>th</sup> day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by

law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

- 3.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor’s premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.
- 3.08 House Count. The Contractor and City shall, at a minimum, conduct an annual house count for purposes of insuring that all Residential Units are accounted for and that payment and billing reflect the proper “house” count figures.

#### **4.0 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

#### **5.0 NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

#### **6.0 RISK ALLOCATION AND INDEMNITY**

- 6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor’s negligence or acts of willful misconduct or those of its subcontractors or agents.
- 6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City’s negligence or acts of willful misconduct or those of its contractors or agents.
- 6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bundle or Cart of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect from the generator the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City’s providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.



**7.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

**8.0 FORCE MAJEURE**

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

**9.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

**10.0 EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units covered by this Contract.

**11.0 TITLE TO WASTE**

Title to Waste Material shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

**12.0 TERMINATION OF CONTRACT**

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty

(30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

### **13.0 CONTRACTOR'S PROPERTY**

All Carts, Containers, Dumpsters, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

### **14.0 INSURANCE**

Contractor shall maintain during the term of the Contract insurance coverage of the types and limits set forth in Exhibit B.

### **15.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification to the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

### **16.0 MISCELLANEOUS TERMS**

16.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts or Containers, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.

16.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.03 Contractor shall have no confidentiality obligation with respect to any Waste Material collected pursuant to this Contract.

16.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.

- 16.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 16.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 16.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 16.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 16.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**Exhibit C  
Contractor's Pricing**

**Pricing**

**Year 1** Dec 16 - Dec 17

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$6.96
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts) .....	\$5.13
Rate for additional Recycling Cart.....	\$1.00
Commercial Rate Per Yard.....	\$3.86
Commercial Cart Cost.....	\$11.00

**Year 2** Dec 17 - Nov 18

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$7.17
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts).....	\$5.28
Rate for additional Recycling Cart.....	\$1.00
Commercial Rate Per Yard.....	\$3.98
Commercial Cart Cost.....	\$11.33

**Year 3** Dec 18 - Nov 19

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$7.38
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts).....	\$5.44 + .82 = 6.26
Rate for additional Recycling Cart.....	\$2.00
Commercial Rate Per Yard.....	\$4.10
Commercial Cart Cost.....	\$11.67

**Year 4** Dec 19 - Nov 20

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$7.61
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts).....	\$5.61 + .82 = 6.43
Rate for additional Recycling Cart.....	\$2.00
Commercial Rate Per Yard.....	\$4.22
Commercial Cart Cost.....	\$12.02

**Year 5** Dec 20 - Nov 21

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$7.83
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts).....	\$5.77 + .82 = 6.59
Rate for additional Recycling Cart.....	\$2.00
Commercial Rate Per Yard.....	\$4.34
Commercial Cart Cost.....	\$12.38

**Year 6** Dec 21 - Nov 22

Per Household Rate for Solid Waste Collection (one can/bag limit (35 gal)).....	\$8.07
Rate for additional Solid Waste Tag.....	\$1.00
Rate For Co-Mingled Recycling Collection (65 Gallon Carts).....	\$5.95 + .82 = 6.77
Rate for additional Recycling Cart.....	\$2.00
Commercial Rate Per Yard.....	\$4.47
Commercial Cart Cost.....	\$12.75

**Delivery Charges and Rental**

Cart Delivery Fee \$10

Commercial Dumpster Delivery Fee \$25 for Temporary Jobs

**EXHIBIT D  
CITY FACILITIES**

- Cascade City Hall, 320 1<sup>st</sup> Ave W
- Cascade Public Library, 301 1<sup>st</sup> Ave W
- Cascade City shop, 201 Buchanan St NW
- Cascade Fire Station, 807 1<sup>st</sup> Ave E (monthly pickup)
- Cascade Swimming Pool, 405 2<sup>nd</sup> Ave NE (seasonal)
- Cascade Community Park, 500 Johnson St NW (seasonal)
- River Park, River St (seasonal)
- Cascade EMS Garage, 803 1<sup>st</sup> Ave W (monthly)
- Senior Citizen Center, 109 1<sup>st</sup> Ave W
- Cascade Public Utilities, 201 Pierce St SW
- Tri County Museum, 608 2<sup>nd</sup> Ave SW

Service is provided weekly year round unless noted.



## **July 11, 2022 Agenda**

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

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

**Date: July 8, 2022**

**Re: Final Acceptance of Work for Water System Improvements on Second Ave SE**

I have prepared a Resolution as MSA has submitted a request for final acceptance of the water improvements work in which the City contracted with Eastern Iowa Excavating for the work they did on Second Ave SE. This should have been done at the same time we approved the final payment in June. In the future we will act on these at the same time. This resolution is accepting that the work is complete and that the ownership is back on the City. Below is an update regarding the small sink hole that had formed and was discussed when we approved the final payment in June

They have repaired the asphalt near Lehman's Auto. What they think happened is that that particular area was very sandy and during the backfill operations they must have left a small void under the existing asphalt. They removed an 8' x 12' section of failed asphalt, recompact the subgrade and placed stone. Kluesner Construction came back and did the asphalt patch.

**RESOLUTION #36-22**

**A RESOLUTION APPROVING THE STATEMENT OF FINAL COMPLETION AND OWNER'S ACCEPTANCE OF THE WORK FOR THE CASCADE WATER SYSTEM IMPROVEMENT PROJECT FOR SECOND AVENUE SE WITH EASTERN IOWA EXCAVATING IN THE CITY OF CASCADE, IOWA**

WHEREAS, Eastern Iowa Excavating and Concrete, LLC, of Cascade, Iowa, was awarded the Cascade Water System Improvements for Second Avenue SE Contract at its regular meetings in November 2020 and January 2021 by Resolutions #69-20 and #03-21 in the amount of \$226,436.95; and,

WHEREAS, the City has paid Eastern Iowa Excavating and Concrete LLC in full in the amount of \$278,400.41; and,

WHEREAS, the City has received a release of all claims from Eastern Iowa Excavating and Concrete LLC; and,

WHEREAS, the MSA, City Engineers, have reviewed the construction and determined the work to be complete.

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

SECTION 1. Accepts the work on the 2<sup>nd</sup> Avenue SE Water System Improvements as complete and accepts all work for this project.

PASSED AND APPROVED this 11<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Steven J. Knepper, Mayor

ATTEST:

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



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

PROJECT: 2nd Ave SE Water System  
Improvements

ENGINEER / ARCHITECT: MSA Professional Services  
Dubuque, Iowa

OWNER: City of Cascade, Iowa

CONTRACTOR: Eastern Iowa Excavating  
& Concrete, Cascade, Iowa

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

1. The construction provided for pursuant to CONTRACT DOCUMENTS including all approved amendments and Change Orders, hereafter called the WORK between the OWNER and CONTRACTOR has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the CONTRACT DOCUMENTS.
2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the WORK performed in accordance with the CONTRACT DOCUMENTS.
3. The total cost of the WORK as completed is \$278,400.41.

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

Engineer / Architect

By  Date July 5, 2022

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

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

Accepted By CONTRACTOR

By 

Title Owner

Date 7-5-2022

Accepted BY OWNER

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RELEASE OF CLAIMS**

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

CONTRACTOR

By: Eastern Iowa Excavating & Concrete LLC

Name: 

PRINT Chad Demmer

Title: Owner

Date: 07-05-2022

OWNER

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

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

PRINT

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **July 11, 2022 Agenda**

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

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

**Date: July 8, 2022**

**Re: Date for Cindy Kendall Visit**

**As you are aware the Personnel Committee asked Cindy Kendall to meet with staff to go over duties and responsibilities in City Hall. She will have a report for the City Council to review that will include recommendations for possible action. She is willing and able to meet with the City Council either on July 18 or 25. If we met the evening of July 18, it would be a special City Council meeting night. If we met during a regular City Council meeting night on 25<sup>th</sup> we thought it might be best to meet one hour early so as to try and finish this discussion prior to the regular meeting. Please check your calendars so we can decide if everyone can attend one of these two choices. If not, we will have to delay until a later date.**



## **July 11, 2022 Agenda**

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

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

**Date: July 8, 2022**

**Re: Urban Renewal Amendment Discussion**

**We have hired our TIF attorney at Dorcey and Whitney to assist the City in an Urban Renewal plan and boundary amendment.**

**I would like to discuss the parcels we intend to add. So far my recommended list includes:**

**Cascade Lumber**

**Eatern Iowa Excavating and Concrete**

**The Old Brewery**

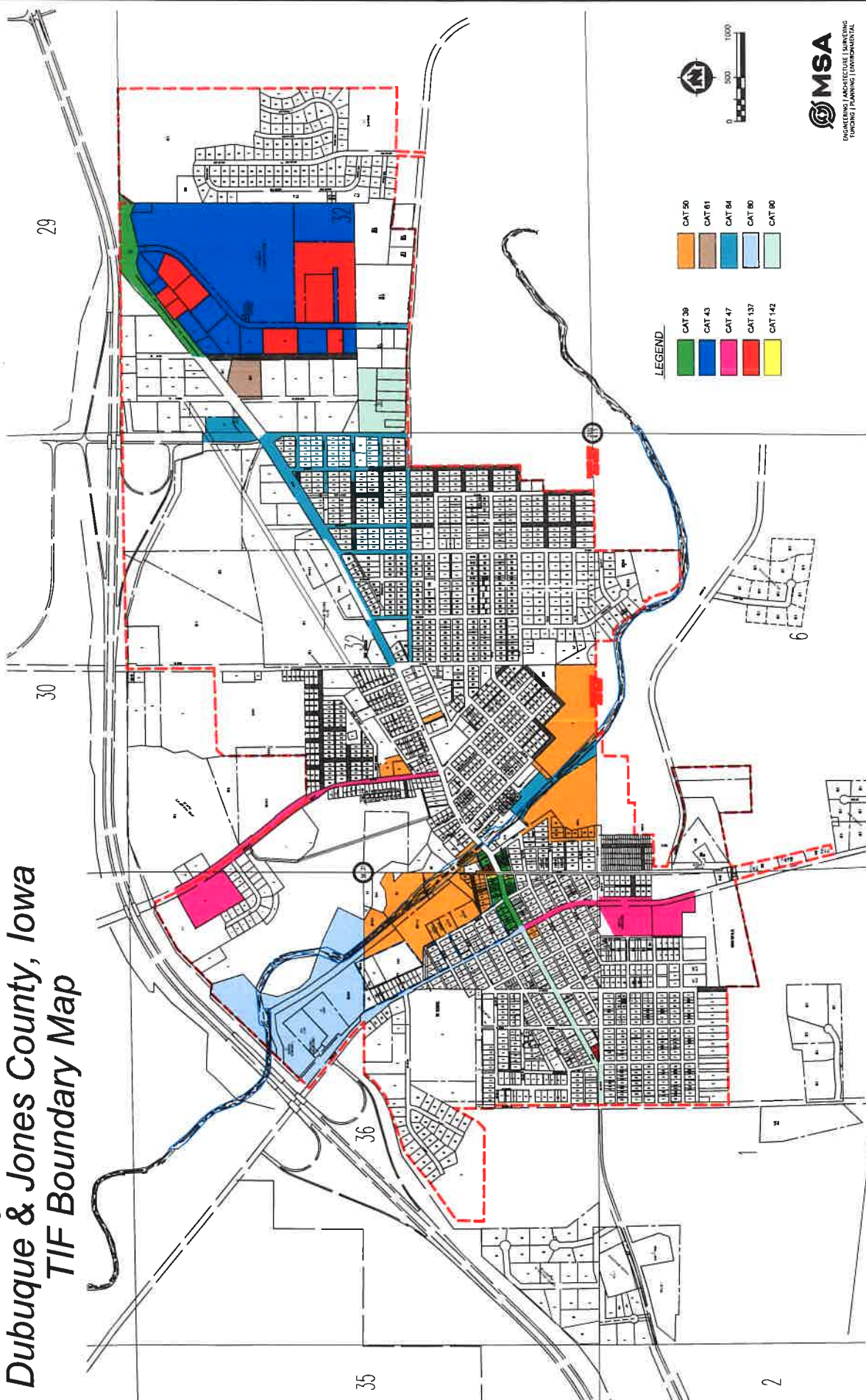
**The House and Barn Adjacent to the Old Brewery**

**The Three Library lots**

**The Parking lot or Library site behind the coffee shop**

**I also would like us to further discuss this business incentive program that we have but would need to add to the Urban Renewal Plan if we want to use it versus a regular TIF incentive.**

# City of Cascade, Dubuque & Jones County, Iowa TIF Boundary Map



- LEGEND**
- CAT 39
  - CAT 43
  - CAT 47
  - CAT 137
  - CAT 142
  - CAT 50
  - CAT 61
  - CAT 84
  - CAT 88
  - CAT 90





## City of Cascade Business Incentive Program

The Business Incentive Program is a cash incentive program; designed to attract new businesses to Cascade. The program also provides a cash incentive to existing businesses that make substantial expansions to their business, which results in added workforce.

### **Eligible Participants:**

- New business zoned M-1 or M-2 located in or near the Industrial Park and areas along Industrial Street.
- Existing businesses zoned M-1 or M-2.

### **Requirements:**

- Construction or expansion must be completed or existing building purchased
- Must have 5 employees when doors open or have added 5 jobs with expansion that pays at least 80% of the DBQ County Regional Wage amount.
- Must add 5 more jobs over the next 3 years and maintain those jobs for the next 2 years that pays 80% of the DBQ County Regional Wage amount. Doesn't apply to businesses who start with more than 10 employees.  
(An extension can be requested.)
- Business has to commit to staying in Cascade for a minimum of 5 years or will refund the City a prorated amount that was given to date.

### **Program Elements:**

- An Agreement will be developed between the City and the business, including a mortgage for the total grant amount that the company is eligible for.
- If the Company fails to meet the jobs requirements or leaves Cascade prior to the required 5 years, a refund of the grant amount paid to date will be owed to the City.
- The City will provide a grant payment upon completion of construction or expansion with an assessed valuation of at least \$100,000 per acre. For new construction to be eligible, the property must have an assessed value of at least \$200,000. For expansion projects, the new assessed value must be at least \$200,000. If all requirements are met the City will provide a grant payment in the amount of \$10,000 per \$100,000 of assessed value over 5 years. The first installment or 1/5 will be paid when construction is complete, the property valuation has been updated and this has been approved by City Council. The remaining grant amount will be paid yearly on the anniversary of the completed construction.
- The City will provide a grant payment upon the purchase of an existing building with an assessed valuation of at least \$100,000. To be eligible, the building purchased must have an assessed value of at least \$200,000. If all requirements are met, the City will provide a grant payment in the amount of \$5,000 per \$100,000 of assessed value over 5 years. The first installment or 1/5 will be paid when the purchase of the building is complete. The remaining grant amount will be paid yearly on the anniversary of the closing date.

- The program is capped at assessed values of \$600,000.
- For new construction in the Industrial Park area and along Industrial Street, the owner of the business must follow the Industrial Park Covenants.
- An owner will only remain eligible to receive the incentive as long as all other requirements are met.
- Incentive payments will cease immediately in the event that the business does not remain open for business.
- Funding for this incentive program will come from the Tax Increment Financing Fund for the City.
- In the case the City's financials do not support this type of incentive, the program will cease to exist and the City will have no obligation to fund the incentive. In this case the agreement will become null and void. The business owner will have no rights to make the City pay any additional incentive.
- Business must provide an Employer's Payroll report on the anniversary date of the business for 5 years.
- Business agrees to make timely tax payments.
- The Business Incentive Program is only with said business and is non-transferrable.
- Building or Business must be located within a TIF District.



## July 11, 2022 Agenda

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

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

**Date: July 8, 2022**

**Re: Resolution #37-22 Contributions to Community Groups**

Each year the City Council has budgeted funds to make contributions to community groups. Back in 2020 there was a resolution passed clarifying and approving the amounts given to each group. These checks are also processed in the July Claims for payment. The resolution and spreadsheet showing the amount of annual contributions dating back to 2019.



**RESOLUTION #37-22**

**A RESOLUTION AUTHORIZING THE CITY CLERK TO ISSUE CHECKS TO  
COMMUNITY ORGANIZATIONS WHO REQUESTED FUNDS FOR FY23 FROM  
CITY OF CASCADE, IOWA**

• American Legion	\$5,000
• Cascade Hometown Days	\$1,000
• Chamber of Commerce	\$8,000
• Enhancement Committee	\$900
• Garden Club	\$1,200
• ISU Jones Co Extension	\$300
• Jones Co Economic Development	\$2,000
• Jones Co Tourism	\$117.90
• Jones County Youth Coalition	\$500
• Lion's Club	\$9,400
• Operation New View	\$1,600
• Rockin' on the River	\$2,000
• Tri-County Historical Society	\$5,000

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

Section I. That the City Council approves these budgeted allocations to these specific groups for their continued work in the community.

Section II. That the City Clerk is hereby authorized and directed to allocate these payments as of July 11, 2022 on behalf of the City of Cascade, Iowa.

PASSED AND APPROVED this 11<sup>th</sup> day of July, 2022.

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Steven Knepper, Mayor

ATTEST:

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Danielle Hartke City Clerk CMC, CFO

Annual Request of Funds from Community Groups

	FY19	FY20	FY21	FY22	FY23
Agency Requesting Funds	Amount Funded	Amount Requested	Amount Requested	Amount Requested	Amount Requested
Chamber of Commerce	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00
Jones Co Tourism	\$ 117.90	\$ 117.90	\$ 117.90	\$ 117.90	\$ 117.90
Enhancement Committee	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 900.00
Garden Club	\$ 2,000.00	\$ 900.00	\$ 2,200.00	\$ 1,500.00	\$ 1,200.00
ISU Jones Co Extension	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Operation New View	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
American Legion	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
Tri-County Historical Society	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Senior Citizens	\$ 999.00	\$ 999.00	\$ 999.00	\$ 999.00	0
Lion's Club	\$ 6,700.00	\$ 7,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,400.00
Jones Co Economic Development	\$ 784.00	\$ 784.00	\$ 784.00	\$ 2,000.00	\$ 2,000.00
Jones County Youth Coalition	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Cascade Hometown Days	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Rockin' on the River			\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL	\$ 31,100.90	\$ 28,500.90	\$ 33,300.90	\$ 35,316.90	\$ 37,017.90

## 2<sup>ND</sup> AVE SE WATER SYSTEM IMPROVEMENTS

Over the years, the City has received many water complaints (taste and odor) from multiple residents along 2<sup>nd</sup> Ave SE between Monroe St SE & Adams St SE. On November 5, 2020, public bids for the project were opened. Eastern Iowa was the low bidder at \$226,436, which was 25% below the MSA construction cost opinion. Construction on the project began on September 1<sup>st</sup> & was substantially completed on October 26<sup>th</sup>. Following a successful spring re-seeding, final payment was approved in June.

## BUCHANAN ST NW ALLEY RECONSTRUCTION

In July 2021, the City engaged MSA to complete final design & public bidding for the reconstruction of the Buchanan St SW alley. On March 10<sup>th</sup>, the City opened six bids. The project was subsequently awarded to Eastern Iowa Exc. & Concrete with the low bid of \$146,901.20, which was nearly 15% below the MSA construction cost opinion. Construction is currently planned for late August or September.

## JOHNSON ST SW (HWY 136) RECONSTRUCTION

In June 2021, the City engaged MSA to complete final design, permitting & Iowa DOT coordination for the reconstruction of Johnson St SW (Hwy 136) from BARD entrance to the alley south of 1<sup>st</sup> Ave. Full reconstruction project will include the pavement & subbase, storm sewer, sanitary sewer & water mains. Per a lack of DOT funds for 2023, construction is planned for 2024.

Preliminary design was submitted to Iowa DOT on May 18th. The current funding splits are:

- Iowa DOT 3R: \$1,185,405
- City: \$668,880
- Total Project: \$1,854,285

## RIVERVIEW PARK SHELTER

Since early 2021, the City has been coordinating with Cascade Lumber on ideas for demolition & replacement of the gazebo in Riverview Park. In October, the City contacted MSA about coordinating with the City & Cascade Lumber on permitting issues & conceptual design considerations. In May, the Council approved a conceptual site plan including the structure dimensions & placement.

Following Council direction, MSA has been coordinating the structural engineering for the new shelter & been developing a set of plans to be released for construction quotes. 90% plans were reviewed with City staff on June 22<sup>nd</sup> with the following anticipated schedule:

- Pre-Bid Contractor site visit = July 26<sup>th</sup> @ 10:00 am.
- Open Quotes = Aug 4<sup>th</sup> at noon.
- Council Meeting = Aug 8<sup>th</sup>.

## WWTF NPDES PERMIT RENEWAL

The City received the NPDES permit renewal documents from the DNR in early December. MSA coordinated with the City & Test America to develop a testing strategy to satisfy the application requirements. Testing is on schedule & ongoing. Application is on schedule & due by August 4th.

## WWTF NUTRIENT REDUCTION STRATEGY REPORT

The new NPDES discharge permit for the WWTF included the requirement of an Iowa Nutrient Reduction Strategy report to be submitted to the DNR. The report was required to address nitrogen & phosphorus treatment. More specifically, the report investigated existing efficiencies for the following:

- Total nitrogen effluent concentrations of 10 mg/L or 66% removal.
- Total phosphorus effluent concentrations of 1 mg/L or 75% removal.

The report was submitted on January 29, 2020. The WWTF was found to be compliant with the nitrogen requirements; however, general compliance with the phosphorus requirements was absent. The report proposed multiple operation & process adjustments (over a 5 year period) to boost the biological treatment of phosphorus and achieve compliance.

Following multiple iterations of operation & process adjustments, the WWTF achieved at least 75% removal of influent phosphorus over a 12-month period in September 2021. A progress update was submitted to the DNR the following month. DNR approved the results in January & issued the amended permit in April.

**CASCADE**

**MONTHLY INCIDENT COUNT REPORT**    Statistics from Reported Date: 6/1/2022 12:00:00AM to 6/30/2022 11:59:00PM

**Case Report**

**[IMPORTED] : ALCOHOL OFFENSES: 4 9%**

**[IMPORTED] : ASSAULT: ON OTHER: 1 2%**

**Grand Total: 11 36%    Total # of Incident Types Reported: 5**

**Field Interview**

**ACCIDENT: 1 2%**

**ASSIST AMBULANCE: 6 14%**

**ASSIST CITY: 2 5%**

**ASSIST DUBUQUE COUNTY: 5 11%**

**ASSIST FIRE DEPARTMENT: 1 2%**

**ASSIST JONES COUNTY: 3 7%**

**ASSIST MONTICELLO POLICE DEPARTMENT: 1 2%**

**CRIMINAL MISCHIEF: 2 5%**

**DISTURBANCE: 1 2%**

**FIRE: FIRE DEPT RESPONSE: 1 2%**

**FIRE-VEHICLE: 1 2%**

**FOUND ITEM: 1 2%**

**HARASSMENT: TELEPHONE: 1 2%**

**Field Interview**

**OPEN DOOR: 2 5%**

**SPEED WARNING: 1 2%**

**STOP SIGN-WARNING: 1 2%**

**THEFT: 1 2%**

**THEFT: OTHER: 1 2%**

**TRAFFIC ACCIDENT: 1 2%**

**TRESPASS: 1 2%**

**VEHICLE UNLOCK: 2 5%**

**WELFARE CHECK: 3 7%**

Grand Total: 88.64% Total # of Activity Types Reported: 39