

**CITY OF CASCADE, IOWA  
COUNCIL MEETING AGENDA & PUBLIC NOTICE  
Monday, November 28, 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, November 28, 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. Minutes: City Council 11/14/22, Park Board 11/7/22, Utility Board 11/10/22
  2. November 28, 2022 Claims
  3. Liquor License – Lyon’s Cascade
- 7. Presentation of FY22 City Financial Statement (Dustin Opatz - bergankDV auditor)**
- 8. Consideration to Accept and File the FY22 Financial Statement**
- 9. Consideration of Resolution #82-22 Approval of the Annual TIF Certification FY24 and Urban Renewal Annual Report FY22**
- 10. Consideration of Resolution #83-22 Approval of 28E Jones County Mutual Aid-Fire Department**
- 11. Consideration of Ordinance #01-23 Dilapidated Building Nuisance (First Reading)**
- 12. Consideration of Resolution #81-22 Approval of Purchase of Service Agreement -Dubuque County \$1M Library Contribution**
- 13. Consideration of Resolution #87-22 Agreement with American Legal for Online City Code Services**
- 14. Consideration of Resolution #86-22 Agreement with ECIA for Building Inspection Services**
- 15. Consideration of Resolution #84-22 Building Permit Fees January 1, 2023**
- 16. Consideration of Resolution #85-22 Two Semi-Annual Reimbursements of Increment Property Tax Revenue Cheryl and Joel Woods (Dec. 2022-\$2,336 and May 2023-\$2,336)**
- 17. Consideration of Ordinance #02-23 Refuse Collection Rates (First Reading)**
- 18. Reports – Police Chief and City Administrator**
- 19. Adjournment**

November 14, 2022  
City Council Meeting Minutes

The November 14, 2022 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Hosch, Kelchen, Oliphant and Rausch answered roll call. Delaney was excused.

Motion Kelchen, second Oliphant to approve the agenda. All Ayes. Motion carried.

Motion Hosch, second Oliphant to approve the consent agenda items including City Council Minutes 10/24/22, Library Board Minutes 11/1/22, Park Board 10/24/22, CEDC Minutes 9/28/22, November 14, 2022 Claims and October 2022 Claims and Financial Reports, Renewal of Liquor License for Brother's Market. All ayes, Motion carried.

Motion Rausch, second Kelchen to approve the Third and Final reading of Ordinance #06-22 Rezoning of Lot 2 Takes Place, Eastern Half of 304 2<sup>nd</sup> Ave NW from R-1 Single Family to C-2 General Retail. Roll Call Vote, all ayes. Motion carried.

Motion Rausch, second Kelchen to initiate the update on the Nuisance Ordinance and Property Code Enforcement. All ayes, Motion carried.

Motion Kelchen, second Oliphant to approve the Third and Final reading of Ordinance #07-22 Sanitary Sewers-Building Sewers and Connections Code 6-2-4-4. Roll Call vote 3 Aye-1 Nay (Hosch). Motion carried.

Motion Oliphant, second Kelchen to approve the Third and Final reading of Ordinance #08-22 Water Utility – Water Service Pipes Code 6-3-11. Roll Call vote 3 Aye-1 Nay (Hosch). Motion carried.

Motion Kelchen, second Rausch to accept and submit the FY22 Street Finance Report. All ayes. Motion carried.

Motion Rausch, second Oliphant to accept and submit the Annual Finance Report for FY22. All ayes. Motion carried.

Motion Kelchen, second Hosch to approve Resolution #78-22 Cancel the December 26, 2022 City Council Meeting. Roll Call Vote, all ayes. Motion carried.

Motion Kelchen, second Rausch to approve Resolution #79-22 Increase in Park Shelter Fees January 1, 2023. Roll Call Vote, all ayes. Motion carried.

Motion Oliphant, second Rausch to approve Resolution #80-22 Purchase gWorks Modules Receipt Management and Billing & Licensing. Roll Call Vote, all ayes. Motion carried.

Kotter explained that due to changes in the Iowa State Code, non-profit or private organizations will have a more stringent process to apply for public funds. This will include a service agreement and accounting of funds spent.

Chief Heim reminded everyone of winter ordinances.

Kotter reported on the library funding and upcoming agenda items.

Motion Oliphant, second Rausch to adjourn at 6:53pm.

Kathy Goerd, City Clerk

Steven J. Knepper, Mayor

**Park Board Meeting Minutes**  
**November 7, 2022**

The November 7, 2022 Cascade Park Board meeting was called to order by Chairman Boffeli at 5:00 p.m.  
Board members present: Boffeli, Rausch, Orr and Manternach. Sconsa was excused. Others present: Lisa Kotter

Motion by Rausch, second by Orr to approve the agenda – all ayes, motion carried.

Motion by Manternach, second by Rausch to approve the meeting minutes from October 3 and 24, 2022 – all ayes, motion carried.

The Board went over the financial reports for the park for October 2022. Motion by Rausch, second by Manternach to approve the financials - all ayes, motion carried.

Kotter updated the Board on the tree donation program. A brochure for tree and bench donations will soon be distributed for planting or placement in the Spring.

Kotter updated the Board on the gazebo design and bidding process.

The Board discussed the pool revenues, expenses, usage and private and public lessons from the past summer. It was decided that we need to make some adjustments to the format with which we collect some funds and pay lesson instructors. Motion The Board gave input and directed staff to come back with a recommendation.

Motion Manternach, second Rausch to direct staff to come up with a new policy for the Board's consideration regarding employee pay, pool pass and lesson purchases. All ayes, motion carried.

Motion by Rausch, second by Orr to adjourn the meeting at 5:43 p.m. – all ayes, motion carried.

Respectfully submitted by Lisa A. Kotter, City Administrator

Meeting Minutes November 10, 2022  
Cascade Municipal Utilities Board

Chairman Gross called the November 2022 regular meeting of the Cascade Municipal Board of Trustees to order on the special day/time of Thursday November 10, 2022, at 12:00pm. Present were Trustees Barb Gross, Greg VanderLugt, Herb Manternach & Utility Manager Shontele Orr.

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

The manager gave an update on the yearly audit progress.

There was a motion by Manternach, 2<sup>nd</sup> by VanderLugt to approve the October 12th meeting minutes, October Financial Statements and Fund Balances, and the November bill list & claims for payment. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	4,494.28	RICHARD BEHRENS	180.97
ADVANTAGE ADMINISTRATORS	43.50	DARLENE MILLER	557.09
AT&T	2.05	ANTHONY STILLE	220.00
CASCADE COMMUNICATIONS COMPANY	100.98	JESSICA KREMER	250.00
CASCADE LUMBER CO	118.94	AUSTIN PERRIN	130.20
CASCADE MUNICIPAL UTILITIES	1,039.65	CALEB FUELING	98.48
CASCADE MUNICIPAL UTILITIES	341.26	CANDYCE WOODS	74.93
CLAYTON ENERGY CORPORATION	22,286.13	ANDREW SMEINS	123.43
COMelec INTERNET SERVICES	45.00	KNIPPER ENTERPRISES	41.76
COMMAND SECURITY SOLUTIONS	237.48	COURTNEY ADAMS	174.46
COMPLIANCE SERVICES INC	2,700.00	MISSION SQUARE RETIREMENT	185.00
DALTON MANGLER	150.00	MISSION SQUARE RETIREMENT	182.00
EFTPS	2,680.21	MISSION SQUARE RETIREMENT	185.00
EFTPS	2,440.76	NICUSA - IOWA DIVISION	883.38
GASSER FARM & HARDWARE LLC	119.61	PARTS AUTHORITY	41.39
GORDON FLESCH COMPANY	55.34	PAYROLL	9,343.90
GROEBNER & ASSOCIATES INC	1,143.92	PAYROLL	8,517.49
HEATH CONSULTANTS	477.00	PAYROLL	8,484.59
I.A.M.U.	641.04	SIMECA	103,918.61
INDUSTRIAL SALES	866.59	STUART C IRBY CO	4,322.06
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	206.00	TREASURER STATE OF IOWA	1,002.00
IOWA ONE CALL	31.50	TREASURER STATE OF IOWA	5,433.66
IOWA UTILITIES BOARD	1,714.00	TREASURER STATE OF IOWA	145.94
JUSTIN HOFFMANN	150.00	USDI	433.80
MATTHEW COOKSLEY	17.21	VISA	535.72
MCDERMOTT OIL CO.	655.39	WELLMARK BLUE CROSS & BLUE SHIELD	3,670.41
MCMASTER-CARR SUPPLY CO	110.52	WOODWARD COMMUNITY MEDIA	715.62
			192,720.75

**ELECTRIC REVENUE**  
**GAS REVENUE**

**\$154,000.47**  
**\$53,347.67**

Under correspondence the board discussed the October plant summary and metrics. Motion Manternach, 2<sup>nd</sup> by VanderLugt to approve the correspondence. Motion carried 3-0.

Under manager report: A discussion was held regarding workload, upcoming gas installs, the upcoming Simeca meeting on 11/16 and the start of the new city clerk.

Gross adjourned the meeting at 12:18 PM on a motion from Manternach, 2<sup>nd</sup> by VanderLugt. Motion carried 3-0.

---

Secretary, Shontele Orr

---

Chairman, Barb Gross

**CLAIMS REPORT**

Payroll Checks: 10/28/2022-11/10/2022

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
8181	ADVANTAGE ADMINISTRATORS	MONTHLY ADMIN FEE		60.90		
540046	BARD MATERIALS	SAND-SNOW	907.65			
541094	BARD MATERIALS	ROAD STONE-STREETS	319.38	1,227.03		
84741821	BOUND TREE MEDICAL LLC	BANDAGES, CURAPLEX, LINENS, ET	694.70			
84744882	BOUND TREE MEDICAL LLC	GLOVES, BANDAGES, CATHETERS,	1,850.94	2,545.64		
3255	BROTHERS MARKET INC	MISC SUPPLIES		22.33		
147438	CASCADE LUMBER CO	COMET CLEANER-SHOP	1.49			
147549	CASCADE LUMBER CO	FILTER-CITY HALL	13.98			
751135	CASCADE LUMBER CO	SIGN HARDWARE-STREETS	7.96			
753600	CASCADE LUMBER CO	BOLTS/NUTS/WASHERS-STOP LIGHTS	.80			
753840	CASCADE LUMBER CO	FLOOR ADHESIVE-CITY HALL	3.49			
755765	CASCADE LUMBER CO	PLYWOOD/WOOD THERMOMETER-LIBR	47.56			
756135	CASCADE LUMBER CO	FILTER-GYM	10.58	85.86		
RES 85-22	CHERYL'S FLOUR GARDEN BAKERY	SEMI ANNUAL TIF REIMBURSEMENT		2,336.00		
204081	CJ COOPER & ASSOCIATES	ANNUAL ADMIN & CLEARING FEE		235.00		
11292022	EISERMANN ARLENE	EARNEST MONEY REAL ESTATE PURC		5,000.00		
22186	GASSER FARM & HARDWARE LLC	CITY HALL WATER FOUNTAIN REPAI	8.28			
22290	GASSER FARM & HARDWARE LLC	SIDEWALK SALT	489.51	497.79		
11082022	GOERDT KATHY	TRAVEL REIMBURSEMENT-ECIA MTG		28.75		
6336544	HAWKINS INC	150 LB CHLORINE CYLINDERS		50.00		
64776	KERPS SERVICE CENTER INC	WINTER TIRES-2017 FORD EXPORER		776.64		
11032022	KOTTER LISA	CONFERENCE MILEAGE REIMBURSE		98.75		
11082022	MAQUOKETA VALLEY COOP	LOCATION 54320266 STREET LIGHT		161.53		
206975	MEDICAL ASSOCIATES CLINIC PC	IMMUNIZATION/B. FRASHER		155.25		
NOV/DEC 2022	JOE OR PEG REIFF	NOV RENT AND DEC RENT		1,000.00		
11152022	SOLAR PIXEL LLC	DOMAIN NAME RENEWAL-WEBSITE		75.00		
23193	THE BATTERY CENTER	CMU ORDORIZER BATTERY		62.95		
164565	USA BLUE BOOK	HACH SMAPLE PACK/NITRILE GLOVE		497.31		
11262022	VISA	VISA CREDIT CARD BILL		1,837.64		
223150001540	WELLMARK BC/BS OF IA	DEC PREMIUMS		7,991.34		
		Accounts Payable Total		24,745.71		
		Payroll Checks		15,062.68		
		Report Total		39,808.39		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

---

FUND	NAME	AMOUNT
001	GENERAL	17,980.41
016	PARTIAL SELF-FUND	60.90
110	ROAD USE TAX	4,545.15
125	TAX INCREMENT FINANCING	2,336.00
370	LIBRARY CAPITAL PROJECT	5,000.00
600	WATER	5,027.28
610	SEWER	4,858.65
-----		
	TOTAL FUNDS	39,808.39

## Kathy Goerd

---

**From:** noreply@salesforce.com on behalf of IOWA ABD Licensing Support  
<elaps@iowaabd.com>  
**Sent:** Thursday, October 13, 2022 10:25 AM  
**To:** Cascade Clerk  
**Cc:** licensingnotification@iowaabd.com  
**Subject:** Application App-169643 Ready for Review

Hello,

Application Number App-169643 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: McDermott Oil Company

DBA: Lyon's Cascade

License Number: BC0031162

Application Number: App-169643

Tentative Effective Date: 12/23/2022

License Type: Class C Beer Permit (BC)

Application Type: Renewal

Amendment Type:

Thank you.





## **November 28, 2022 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: November 23, 2022**  
**Re: Audit Presentation**

**One of our two auditors, Dustin Opatz, from berganKDV auditing firm, will attend the City Council meeting to present the audit findings and answer any questions.**

**Once he has finished the presentation and provided answers the recommendation is for the City Council to consider a motion to accept and file the FY22 Audit and Financial Statements.**

**I will be sending the audit in a separate email to the City Council so the packet is not so long.**



## **November 28, 2022 Agenda**

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: TIF Indebtedness Certification and Urban Renewal Annual Report**

Each the City is required to complete two forms regarding TIF and Urban Renewal. The first is to certify the debt we are going to pay off with TIF revenues in FY24. In the past few years, the City has been requesting more than is available in the TIF. In rounded numbers the City has asked for \$420K and we only had a maximum amount to receive of \$313K. This shortfall has caught up to the TIF Fund beginning in FY21. Therefore, starting in last year's financial statement the TIF Fund was \$120K in the negative. This year the same trend continued and the amount is going to be \$259K to the negative so we added another \$140K to the negative balance. One year ago when the TIF certification was completed, the amount asked for was only \$94K due to the fact that the 2012B GO Debt was not going to have another payment in FY23. However, since we originally certified the whole amount of the debt, and certified all the incentives to businesses we have the right to and should continue to ask for the funds until we have it all collected. Since the amount we received each year has been lower than we needed we have to ask for the remainder of the money we have been shorted, \$259K, beyond the years of the actual debt payment. The other funds we are asking for are for all the incentives for business development agreements. We anticipate that it will take FY24 and FY25 to get ourselves paid back. This is because we do not have enough capacity in this ask to get the full \$259K back.

The total we are asking for is \$341,500 for the upcoming FY24 which may still be slightly above the amount we can get and if it is we will again make up the difference in FY25.

The second form is the Urban Renewal Report for FY22 that closed in June 2022. The reports summarizes what actually transpired in the TIF during that year.

Both of these reports are approved with the Resolution #82-22.

**RESOLUTION #82-22**

**OBLIGATING AND APPROPRIATING URBAN RENEWAL TAX REVENUE FUNDS  
FOR THE REIMBURSEMENT OF INCREMENTAL PROPERTY  
TAXES AND BUSINESS INCENTIVES, WHICH  
SHALL COME DUE IN THE 2024 FISCAL YEAR AND SUBMITTING ALL TIF  
INDEBTEDNESS FORMS AND ANNUAL URBAN RENEWAL REPORT**

**WHEREAS**, the City of Cascade, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Cascade Urban Renewal Area (the “Urban Renewal Area”); and,

**WHEREAS**, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and portion of taxes referred to in the subsection may be irrevocably pledged by the City for the payment of principal and interest on indebtedness incurred under the authority of Section 403.19 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and,

**WHEREAS**, the City has scheduled payments in the amount of \$341,500, (the Annual Payment), which shall come due in the 2024 fiscal year, which begins July 1, 2023 and ends June 30, 2024, with respect to the City’s October 9, 2017 development agreement with Callahan Construction for the River Bend Retirement Community, LLC.; the City’s May 14, 2018 business incentive development agreement with Smart Communication Systems, LLC.; the City’s June 10, 2019 development agreement with Joel and Cheryl Wood for Cheryl’s Flour Garden & Bakery; the City’s November 11, 2019 development agreement and business incentive agreement with Premium Plant Service, Inc.; the City’s October 12, 2020 development agreement with AHECO; the City’s June 28, 2021 development agreement with Centro, Inc., the City’s June 28, 2021 development agreement with Beck Construction, the City’s September 26, 2022 Development Agreement with Iowa Main Street Investment, the City’s September 26, 2022 Development Agreement with Cascade Storage (Eastern Iowa Excavating), the City’s September 26, 2022 Development Agreement with Three B, the City’s September 26, 2022 Development Agreement with Cascade Lumber, the City’s September 26, 2022 Development Agreement with RD Vaske and the 2012B GO Bond agreement; and,

**WHEREAS**, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the 2023 fiscal year; and,

**WHEREAS**, the City must also submit the Annual Urban Renewal Report for Fiscal Year 2021-2022 which is due December 1, 2022.

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

Section 1. The City Council hereby obligates \$341,500 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment for the 2024 fiscal year, which begins July 1, 2023 and ends June 30, 2024 for the following economic development projects:

- River Bend Retirement Comm (5<sup>th</sup> year payment of a 7-year agreement) ..... \$ 40,000
- Premium Plant Services (4<sup>th</sup> year payment of a 10-year agreement) ..... \$ 16,000
- Premium Plant Services (4<sup>th</sup> payment of a 5-year business incentive) ..... \$ 12,000
- Cheryl’s Flour Garden & Bakery (3<sup>rd</sup> year payment of a 10-year agreement) ..... \$7,000
- AHECO (2<sup>nd</sup> year payment of a 10-year agreement) ..... \$6,000
- Centro (3<sup>rd</sup> payment of a 5-year business incentive) ..... \$36,500
- Iowa Main Street Investments (1<sup>st</sup> Payment of a 10-year agreement).....\$7,000
- Cascade Storage (Eastern Iowa Excavating 1<sup>st</sup> payment of 10-year rebate).....\$6,000
- Cascade Lumber (1<sup>st</sup> 2<sup>nd</sup> and 3<sup>rd</sup> of 5-year agreement).....\$12,000
- Three B (1<sup>st</sup> of 10-year agreement).....\$25,000
- RD Vaske (1<sup>st</sup> of 6-year agreement).....\$4,000
- 2012B GO Bonds.....\$157,000
- Beck Construction.....\$13,000

Section 2. The City Clerk is hereby directed to certify the amount obligated for Appropriation in Section 1 above, on the City’s December 1, 2022 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year, this report is attached as Exhibit A.

Section 3. The City Clerk is hereby directed to submit the Annual Urban Report for the Fiscal Year 2022 to the State of Iowa, which is attached as Exhibit B.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 28<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Steven Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Goerd, City Clerk

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: CASCADE County: DUBUQUE & JONES

Urban Renewal Area Name: CASCADE URBAN RENEWAL AREA 30138 & 53008

Urban Renewal Area Number: See Above (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 341,500

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Multiple horizontal lines for notes and additional information.

Dated this \_\_\_ day of November, 2022

Signature of Authorized Official Telephone 563.852.3114

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: CASCADE County: DUBUQUE & JONES

Urban Renewal Area Name: CASCADE URBAN RENEWAL AREA 30138 & 53008

Urban Renewal Area Number: See Above (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. AHECO Holdings - Corner Taproom 10 Year Incremental Prop Tax Rebate Not to Exceed \$60,000 <hr/> <hr/>	10/12/20	6,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Callahan Construction Inc River Bend Retirement Community LLC 7 Year Incremental Prop Tax Rebate Not to Exceed \$280,000 <hr/> <hr/>	10/09/17	40,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Centro, Inc 10 Year Economic Development Tax Increment Pmt Not to Exceed \$245,000 Plus 3 Annual Economic Development Tax Incentive Pmts of \$12,000 <hr/> <hr/>	06/29/21	36,500
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Cheryl & Joel Wood Cheryl's Flour Garden Bakery 10 Year Tax Increment Pmt Not to Exceed \$70,000 <hr/> <hr/>	6/10/19	7,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Premium Plant Services Inc 10 Year Tax Increment Pmt Not to Exceed \$160,000 Plus 5 Annual Economic Development Employee Pmt of \$12,000 <hr/> <hr/>	11/28/19	28,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 117,500**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: CASCADE County: DUBUQUE & JONES

Urban Renewal Area Name: CASCADE URBAN RENEWAL AREA 30138 & 53008

Urban Renewal Area Number: See Above (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. <u>GO Bond 2012B</u> <u>3.2 Million Water System Improvements</u> <u>FY 2024 &amp; FY 2025 Finish payments needed to cover</u>	<u>06/25/12</u>	<u>157,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. <u>Cascade Lumber Company</u> <u>\$8,000 Internal Advance from Gen FY23 Payments</u> <u>\$4,000 for FY24 Incentive</u> <u>\$4,000 Remaining for 2 years-FY25 &amp; FY26</u>	<u>9/26/2022</u>	<u>12,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. <u>Cascade Storage dba Eastern Iowa Excavating &amp; Concrete L.C.</u> <u>20 Semiannual Payments not to Exceed \$60,000</u> <u>(Need to charge for the \$5,000 legal fees)</u>	<u>9/26/2022</u>	<u>6,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. <u>Iowa Main Street Investments, LLC</u> <u>Annual Appropriations not to Exceed \$70,000</u> <u>20 Semiannual payments not to Exceed \$7,000 per Fiscal Year</u> <u>(Need to charge for the \$5,000 legal fees)</u>	<u>9/26/2022</u>	<u>7,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. <u>R &amp; D Vaske, LLC.</u> <u>Annual Appropriations not to Exceed \$40,000</u> <u>(Need to charge for the \$5,000 legal fees)</u>	<u>09/26/22</u>	<u>4,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

**Total For City TIF Form 1.1 Page 2: 186,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: CASCADE County: DUBUQUE & JONES

Urban Renewal Area Name: CASCADE URBAN RENEWAL AREA 30138 & 53008

Urban Renewal Area Number: See Above (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. Three B Properties, LLC <u>Annual Appropriation tax increment payments not to Exceed \$50,000-10 year</u> <u>Economic Development Grant not to Exceed \$20,000 (FY24 only)</u> <u>(Need to charge for the \$5,000 legal fees)</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	9/26/2022	25,000
12. Beck Construction, Inc. and Beck Construction Group, LLC <u>Annual Appropriations tax increment payments not to Exceed \$90,000</u> <u>7 years-semi annual payments-1st payment Dec 2023, 2nd pymt June 2024</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	06/28/21	13,000
13. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

**Total For City TIF Form 1.1 Page 3: 38,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**Levy Authority Summary**

Local Government Name: CASCADE  
 Local Government Number: 31G286

Resolution #82-22  
 Exhibit B

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL	31038	19
CASCADE ORIGINAL URBAN RENEWAL	53008	1

**TIF Debt Outstanding: 994,804**

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:</b>	<b>-121,590</b>	<b>0</b>	<b>Amount of 07-01-2021 Cash Balance Restricted for LMI</b>
TIF Revenue:	314,463		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	7,553		
Asset Sales & Loan Repayments:	9,591		
<b>Total Revenue:</b>	<b>331,607</b>		
Rebate Expenditures:	83,717		
Non-Rebate Expenditures:	385,928		
Returned to County Treasurer:	0		
<b>Total Expenditures:</b>	<b>469,645</b>		
<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:</b>	<b>-259,628</b>	<b>0</b>	<b>Amount of 06-30-2022 Cash Balance Restricted for LMI</b>

**Year-End Outstanding TIF  
 Obligations, Net of TIF Special  
 Revenue Fund Balance: 784,787**

**Urban Renewal Area Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL  
 UR Area Number: 31038

UR Area Creation Date: 05/1995

The initial urban renewal area was established on May 18, 1995 by Ordinance 289-95 to obtain TIF

UR Area Purpose: revenues for development projects.

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
CASCADE CITY/WESTERN DBQ SCH/UR 24 INCREM	310135	310120	0
CASCADE CITY/WESTERN DBQ SCH/UR 29 INCREM	310139	310137	0
CASCADE CITY AG/WESTERN DBQ SCH/UR 24 INCREM	310152	310138	0
CASCADE CITY/WESTERN DBQ SCH/UR 39 INCREMENT	310193	310194	2,194,861
CASCADE CITY AG/WESTERN DBQ SCH/UR 39 INCREMENT	310195	310196	0
CASCADE CITY/WESTERN DBQ SCH/UR 43 INCREMENT	310263	310264	1,318,207
CASCADE CITY AG/WESTERN DBQ SCH/UR 43 INCREMENT	310265	310266	0
CASCADE CITY/WESTERN DBQ SCH/UR 47 INCREMENT	310275	310276	4,986,091
CASCADE CITY/WESTERN DBQ SCH/UR 50 INCREMENT	310283	310284	106,570
CASCADE CITY AG/WESTERN DBQ SCH/UR 50 INCREMENT	310285	310286	19,460
CASCADE CITY/WESTERN DBQ SCH/UR 61 INCREMENT	310347	310348	1,130,139
CASCADE CITY/WESTERN DBQ SCH/UR 64 INCREMENT	310359	310360	281,440
CASCADE CITY/WESTERN DBQ SCH/UR 79 INCREMENT	310439	310440	1,077,444
CASCADE CITY/WESTERN DBQ SCH/UR 80 INCREMENT	310441	310442	196,127
CASCADE CITY/WESTERN DBQ SCH/UR 90 INCREMENT	310465	310466	342,400
CASCADE CITY AG/WESTERN DBQ SCH/UR 90 INCREMENT	310477	310478	0
CASCADE CITY/WESTERN DBQ SCH/UR 137 (2019) INCREMENT	310613	310614	1,042,336
CASCADE CITY AG/WESTERN DBQ SCH/UR 137 (2019) INCREMENT	310615	310616	0
CASCADE CITY/WESTERN DBQ SCH/UR 142 INCREMENT	310637	310638	0

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	104,216	759,254	11,914,861	442,350	0	-1,852	17,852,906	0	17,852,906
Taxable	87,573	428,291	10,723,375	398,115	0	-1,852	14,763,506	0	14,763,506
Homestead Credits									10

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: -121,590**      **0**      **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 314,463  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 7,553  
 Asset Sales & Loan Repayments: 9,591  
**Total Revenue: 331,607**

Rebate Expenditures: 83,717  
 Non-Rebate Expenditures: 385,928  
 Returned to County Treasurer: 0  
**Total Expenditures: 469,645**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -259,628**      **0**      **Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL

### McDermott Oil Tax Reimb

Description: 10 Year Property Tax Rebate Develop Incent  
Classification: Commercial - retail  
Physically Complete: Yes  
Payments Complete: No

### 2012B Water Improvements

Description: 2012B Water Improvements  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

### Smart Communication Systems

Description: 5 Year Econ Develop Rebate Agreement  
Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

### River Bend Retirement Community

Description: 10 Year Econ Develop Rebate Agreement  
Classification: Residential property (classified residential)  
Physically Complete: Yes  
Payments Complete: No

### Cheryl's Flour Garden

Description: 10 Year Econ Develop Rebate Agreement  
Classification: Administrative expenses  
Physically Complete: Yes  
Payments Complete: No

### Premium Plant Svc

Description: 10 Year Econ Develop Rebate Agreement  
Classification: Industrial/manufacturing property  
Physically Complete: Yes  
Payments Complete: No

### AHECO Holdings LLC

Description: 10 Year Econ Develop Rebate Agreement  
Classification: Commercial - retail  
Physically Complete: Yes  
Payments Complete: No

### Beck Construction Inc

Description: 7 Year Econ Develop Rebate Agreement  
Classification: Industrial/manufacturing property

Physically Complete: Yes  
Payments Complete: No

## Debts/Obligations For CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL

### McDermott Oil Property Tax

Debt/Obligation Type:	Rebates
Principal:	55,365
Interest:	0
Total:	55,365
Annual Appropriation?:	Yes
Date Incurred:	10/10/2011
FY of Last Payment:	2023

### 2012B Water System Improvements Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	360,000
Interest:	7,020
Total:	367,020
Annual Appropriation?:	No
Date Incurred:	06/28/2012
FY of Last Payment:	2022

### Smart Communication Systems LLC

Debt/Obligation Type:	Rebates
Principal:	8,057
Interest:	0
Total:	8,057
Annual Appropriation?:	Yes
Date Incurred:	05/14/2018
FY of Last Payment:	2023

### Cheryl's Flour Garden

Debt/Obligation Type:	Rebates
Principal:	69,532
Interest:	0
Total:	69,532
Annual Appropriation?:	Yes
Date Incurred:	06/10/2019
FY of Last Payment:	2030

### River Bend Retirement

Debt/Obligation Type:	Rebates
Principal:	241,309
Interest:	0
Total:	241,309
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2030

### Premium Plant Services

Debt/Obligation Type:	Rebates
Principal:	193,521

Interest:	0
Total:	193,521
Annual Appropriation?:	Yes
Date Incurred:	12/31/2019
FY of Last Payment:	2030

### **AHECO Holdings LLC**

Debt/Obligation Type:	Rebates
Principal:	60,000
Interest:	0
Total:	60,000
Annual Appropriation?:	Yes
Date Incurred:	10/12/2020
FY of Last Payment:	2032

### **Beck Construction Inc**

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/28/2021
FY of Last Payment:	2030

## **Non-Rebates For CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL**

TIF Expenditure Amount: 376,830  
Tied To Debt: 2012B Water System  
Improvements Bond  
Tied To Project: 2012B Water Improvements

TIF Expenditure Amount: 2,513  
Tied To Debt: Beck Construction Inc  
Tied To Project: Beck Construction Inc

TIF Expenditure Amount: 2,911  
Tied To Debt: AHECO Holdings LLC  
Tied To Project: AHECO Holdings LLC

TIF Expenditure Amount: 3,674  
Tied To Debt: Premium Plant Services  
Tied To Project: Premium Plant Svc

## **Rebates For CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL**

### **1501 1st Ave E**

TIF Expenditure Amount: 14,099  
Rebate Paid To: McDermott Industrial LLC  
Tied To Debt: McDermott Oil Property Tax  
Tied To Project: McDermott Oil Tax Reimb  
Projected Final FY of Rebate: 2023

### **116 Industrial St**

TIF Expenditure Amount: 3,981  
Rebate Paid To: Smart Communication Systems LLC  
Tied To Debt: Smart Communication Systems LLC  
Tied To Project: Smart Communication Systems  
Projected Final FY of Rebate: 2023

### **813 Tyler St NE**

TIF Expenditure Amount: 38,691  
Rebate Paid To: Callahan Construction Inc  
Tied To Debt: River Bend Retirement  
Tied To Project: River Bend Retirement Community  
Projected Final FY of Rebate: 2027

### **133 Industrial St SE**

TIF Expenditure Amount: 26,478  
Rebate Paid To: Premium Plant Svc  
Tied To Debt: Premium Plant Services  
Tied To Project: Premium Plant Svc  
Projected Final FY of Rebate: 2030

### **126 1st Ave W**

TIF Expenditure Amount: 468  
Rebate Paid To: Cheryl's Flour Garden Bakery  
Tied To Debt: Cheryl's Flour Garden  
Tied To Project: Cheryl's Flour Garden  
Projected Final FY of Rebate: 2030



## Jobs For CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL

Project: McDermott Oil Tax Reimb  
 Company Name: McDermott Industrial LLC  
 Date Agreement Began: 10/10/2011  
 Date Agreement Ends: 06/01/2023  
 Number of Jobs Created or Retained: 18  
 Total Annual Wages of Required Jobs: 0  
 Total Estimated Private Capital Investment: 1,000,000  
 Total Estimated Cost of Public Infrastructure: 0

Project: Smart Communication Systems  
 Smart Communication Systems  
 Company Name: LLC  
 Date Agreement Began: 05/14/2018  
 Date Agreement Ends: 12/31/2023  
 Number of Jobs Created or Retained: 10  
 Total Annual Wages of Required Jobs: 897,000  
 Total Estimated Private Capital Investment: 0  
 Total Estimated Cost of Public Infrastructure: 0

Project: River Bend Retirement Community  
 Company Name: River Bend Retirement Community  
 Date Agreement Began: 10/09/2017  
 Date Agreement Ends: 06/01/2030  
 Number of Jobs Created or Retained: 5  
 Total Annual Wages of Required Jobs: 359,797  
 Total Estimated Private Capital Investment: 0  
 Total Estimated Cost of Public Infrastructure: 400,000

Project: Beck Construction Inc  
 Company Name: Beck Construction Inc  
 Date Agreement Began: 06/28/2021  
 Date Agreement Ends: 06/01/2030  
 Number of Jobs Created or Retained: 5  
 Total Annual Wages of Required Jobs: 0  
 Total Estimated Private Capital Investment: 576,000  
 Total Estimated Cost of Public Infrastructure: 0

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 24 INCREM  
 TIF Taxing District Inc. Number: 310120  
 TIF Taxing District Base Year: 1994  
 FY TIF Revenue First Received: 1996  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2016

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		05/1995

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	6,156,630	0	0	0	0

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 29 INCREM  
 TIF Taxing District Inc. Number: 310137  
 TIF Taxing District Base Year: 1997  
 FY TIF Revenue First Received: 1999  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2019

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		12/1998

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	6,674	0	0	0	0

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY AG/WESTERN DBQ SCH/UR 24 INCREM  
 TIF Taxing District Inc. Number: 310138  
 TIF Taxing District Base Year: 1994  
 FY TIF Revenue First Received: 1996  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2016

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		05/1995

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	87,110	0	0	0	0

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 39 INCREMENT  
 TIF Taxing District Inc. Number: 310194  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		03/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	126,380	2,913,145	0	0	0	3,557,513	0	3,557,513
Taxable	0	71,290	2,621,830	0	0	0	3,042,764	0	3,042,764
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	1,362,652	2,194,861	2,194,861	0	0

FY 2022 TIF Revenue Received: 54,488

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY AG/WESTERN DBQ SCH/UR 39 INCREMENT  
 TIF Taxing District Inc. Number: 310196  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation	
	Slum	No
	Blighted	No
	Economic Development	03/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	20,606	0	0	0	0	0	20,606	0	20,606
Taxable	17,315	0	0	0	0	0	17,315	0	17,315
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	22,250	0	0	0	0

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 43 INCREMENT  
 TIF Taxing District Inc. Number: 310264  
 TIF Taxing District Base Year: 2003  
 FY TIF Revenue First Received: 2005  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	UR Designation	
	Slum	No
	Blighted	No
	Economic Development	10/2004

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,464,674	0	0	0	1,464,674	0	1,464,674
Taxable	0	0	1,318,207	0	0	0	1,318,207	0	1,318,207
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	113,948	1,318,207	1,318,207	0	0

FY 2022 TIF Revenue Received: 35,684

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY AG/WESTERN DBQ SCH/UR 43 INCREMENT  
 TIF Taxing District Inc. Number: 310266  
 TIF Taxing District Base Year: 2003  
 FY TIF Revenue First Received: 2005  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2025

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		10/2004

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	44,098	0	0	0	0

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 47 INCREMENT  
 TIF Taxing District Inc. Number: 310276  
 TIF Taxing District Base Year: 2005  
 FY TIF Revenue First Received: 2007  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		05/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	262,410	1,856,850	442,350	0	0	6,663,517	0	6,663,517
Taxable	0	148,024	1,671,165	398,115	0	0	4,986,091	0	4,986,091
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	338,770	4,986,091	4,986,091	0	0

FY 2022 TIF Revenue Received: 121,881

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 50 INCREMENT  
 TIF Taxing District Inc. Number: 310284  
 TIF Taxing District Base Year: 2005  
 FY TIF Revenue First Received: 2007  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		07/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	128,080	381,390	0	0	-1,852	507,618	0	507,618
Taxable	0	72,250	343,251	0	0	-1,852	413,649	0	413,649
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	402,900	106,570	106,570	0	0

FY 2022 TIF Revenue Received: 2,605

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY AG/WESTERN DBQ SCH/UR 50 INCREMENT  
 TIF Taxing District Inc. Number: 310286  
 TIF Taxing District Base Year: 2005  
 FY TIF Revenue First Received: 2007  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		07/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	25,919	0	0	0	0	0	25,919	0	25,919
Taxable	21,780	0	0	0	0	0	21,780	0	21,780
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	6,459	19,460	19,460	0	0

FY 2022 TIF Revenue Received: 316

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 61 INCREMENT  
 TIF Taxing District Inc. Number: 310348  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received: 2010  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2030

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		11/2009

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,255,710	0	0	0	1,255,710	0	1,255,710
Taxable	0	0	1,130,139	0	0	0	1,130,139	0	1,130,139
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,226	1,130,139	1,130,139	0	0

FY 2022 TIF Revenue Received: 27,626

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 64 INCREMENT  
 TIF Taxing District Inc. Number: 310360  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2011  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2021

	Slum	<b>UR Designation</b>
	Blighted	No
	Economic Development	No
		05/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	142,044	427,870	0	0	0	569,914	0	569,914
Taxable	0	80,126	385,083	0	0	0	465,209	0	465,209
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	288,474	281,440	281,440	0	0

FY 2022 TIF Revenue Received: 6,880



♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 79 INCREMENT  
 TIF Taxing District Inc. Number: 310440  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2034

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		10/2011

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,237,500	0	0	0	1,237,500	0	1,237,500
Taxable	0	0	1,113,750	0	0	0	1,113,750	0	1,113,750
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	160,056	1,077,444	1,077,444	0	0

FY 2022 TIF Revenue Received: 26,337

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 80 INCREMENT  
 TIF Taxing District Inc. Number: 310442  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2034

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2009

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	227,500	0	0	0	227,500	0	227,500
Taxable	0	0	204,750	0	0	0	204,750	0	204,750
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	31,373	196,127	196,127	0	0

FY 2022 TIF Revenue Received: 4,795



**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 90 INCREMENT  
 TIF Taxing District Inc. Number: 310466  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2034

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		03/2012

**TIF Taxing District Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	100,340	518,740	0	0	0	619,080	0	619,080
Taxable	0	56,601	466,866	0	0	0	523,467	0	523,467
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	276,680	342,400	342,400	0	0

FY 2022 TIF Revenue Received: 8,371

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY AG/WESTERN DBQ SCH/UR 90 INCREMENT  
 TIF Taxing District Inc. Number: 310478  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No

**TIF Taxing District Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,036	0	0	0	0

FY 2022 TIF Revenue Received: 0

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**TIF Taxing District Data Collection**

Local Government Name:	CASCADE (31G286)		
Urban Renewal Area:	CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)		
TIF Taxing District Name:	CASCADE CITY/WESTERN DBQ SCH/UR 137 (2019) INCREMENT		
TIF Taxing District Inc. Number:	310614		
TIF Taxing District Base Year:	2018		<b>UR Designation</b>
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,489,524	0	0	0	1,489,524	0	1,489,524
Taxable	0	0	1,340,572	0	0	0	1,340,572	0	1,340,572
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	447,188	1,042,336	1,042,336	0	0

FY 2022 TIF Revenue Received: 25,480

**TIF Taxing District Data Collection**

Local Government Name:	CASCADE (31G286)		
Urban Renewal Area:	CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)		
TIF Taxing District Name:	CASCADE CITY AG/WESTERN DBQ SCH/UR 137 (2019) INCREMENT		
TIF Taxing District Inc. Number:	310616		
TIF Taxing District Base Year:	2018		<b>UR Designation</b>
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	57,691	0	0	0	0	0	57,691	0	57,691
Taxable	48,478	0	0	0	0	0	48,478	0	48,478
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	81,575	0	0	0	0

FY 2022 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL (31038)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DBQ SCH/UR 142 INCREMENT  
 TIF Taxing District Inc. Number: 310638

TIF Taxing District Base Year:	2019		<b>UR Designation</b>
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	141,958	0	0	0	156,140	0	156,140
Taxable	0	0	127,762	0	0	0	137,335	0	137,335
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	170,570	0	0	0	0

FY 2022 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ORIGINAL URBAN RENEWAL  
 UR Area Number: 53008

UR Area Creation Date: 12/1998

Jones County identifies this as TIF area 330. City Map lists this as CAT 29 and CAT 47. Development Area for tax incentive for annexation of medical clinic, local match funds for community park development grant. The funds are used for econ development

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
CASCADE CITY/WESTERN DUBUQUE SCH/URBAN RENEWAL INCREM	530410	530411	0

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:** 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 0  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 0**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 0  
 Returned to County Treasurer: 0  
**Total Expenditures: 0**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:** 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

**TIF Taxing District Data Collection**

Local Government Name: CASCADE (31G286)  
 Urban Renewal Area: CASCADE ORIGINAL URBAN RENEWAL (53008)  
 TIF Taxing District Name: CASCADE CITY/WESTERN DUBUQUE SCH/URBAN RENEWAL INCREM  
 TIF Taxing District Inc. Number: 530411  
 TIF Taxing District Base Year: 1997  
 FY TIF Revenue First Received: 1999  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2019

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/1998

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	3,525	0	0	0	0

FY 2022 TIF Revenue Received: 0



## **November 28, 2022 Agenda**

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: 28E Jones County Mutual Aid Fire Department**

**Brenda Leonard, from Jones County Emergency Management, will be in attendance to present an updated 28E agreement for consideration to address mutual aid by all the fire departments within Jones County. The fire Department and I have reviewed the agreement and recommend approval. There are nine parties to the agreement so if approved, Brenda will ask for the Mayor's signature at the meeting.**

**RESOLUTION #83-22**

**RESOLUTION APPROVING A 28E AGREEMENT FOR JONES COUNTY MUTUAL AID FOR FIRE PROTECTION BETWEEN CASCADE VOLUNTEER FIRE DEPARTMENT AND THE FIRE DEPARTMENTS OF ANAMOSA, MARTELLE, MONTICELLO, MORLEY, OLIN, OXFORD JUNCTION, WYOMING AND THE JONES COUNTY EMERGENCY MANAGEMENT COMMISSION**

WHEREAS, the Cascade Volunteer Fire Department provides and receives mutual aid from nearby fire departments throughout Jones County; and,

WHEREAS, the Cascade Volunteer Fire Department has reviewed the proposed updated 28E Agreement, which is attached as Exhibit A, from Brenda Leonard at the Jones County Emergency Management Office, and recommends that the City of Cascade approve the agreement on behalf of the Cascade Volunteer Fire Department; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cascade, Iowa, does hereby approve the proposed 28E Agreement, creating an updated 28E Agreement between Jones County Emergency Management and the Fire Departments from Anamosa, Martelle, Monticello, Morley, Olin, Oxford Junction and Wyoming and authorizes the Mayor and City Clerk to execute said Agreement on behalf of the City of Cascade.

PASSED AND APPROVED this 28<sup>th</sup> day of November, 2022

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

ATTEST:

\_\_\_\_\_  
Kathy Goerd, City Clerk

**28E AGREEMENT  
FOR MUTUAL AID FIRE PROTECTION  
IN AND SURROUNDING JONES COUNTY, IOWA  
BETWEEN AND AMONG  
ANAMOSA FIRE DEPARTMENT  
CASCADE VOLUNTEER FIRE DEPARTMENT,  
MARTELLE FIRE DEPARTMENT,  
MONTICELLO FIRE DEPARTMENT,  
MORLEY FIRE DEPARTMENT  
OLIN FIRE DEPARTMENT,  
OXFORD JUNCTION VOLUNTEER FIRE DEPARTMENT,  
WYOMING VOLUNTEER FIRE DEPARTMENT,  
THE JONES COUNTY EMERGENCY MANAGEMENT COMMISSION**

This Agreement, dated for reference purpose the 19 day of October, 2022, is made pursuant to Iowa Code Chapter 28E between and among the Anamosa Fire Department, the Cascade Volunteer Fire Department, The Martelle Fire Department, the Monticello Fire Department, The Morley Fire Department, the Olin Fire Department, the Oxford Junction Fire Department, the Wyoming Volunteer Fire Department and the Jones County Emergency Management Commission.

**WHEREAS** the undersigned parties are Members of the Jones County Firefighters' Association (the Association); and

**WHEREAS** a stated purpose of the Association is the mutual aid in fire protection and fire prevention; and

**WHEREAS** occasions may arise whereby extra alarm fires or other emergencies would exhaust the available firefighting equipment maintained by one of the parties herein; and

**WHEREAS** in such a situation the availability of additional fire fighting personnel and equipment from outside sources might well avert disastrous results; and



**WHEREAS** Iowa Code Chapter 28E provides that powers, privileges or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege and authority; and

**WHEREAS** the parties hereto are desirous of entering into a 28E agreement to render fire and emergency assistance upon a reciprocal basis.

**THEREFORE**, the parties mutually agree to give fire and emergency assistance when needed on a reciprocal basis under the following terms and conditions:

**Section 1. Authority to Request or to Respond to a Request to Provide Assistance.** The authority to make a request for assistance or to respond to a request for assistance under this Agreement shall reside in the Member department fire chief or such chief's official designee only. For purposes of this Agreement, the "requesting department" shall mean the fire chief or chief's designee requesting assistance and the "responding department" shall mean the fire chief or chief's designee sending assistance. Any Member department shall have the right to request assistance from any other Member department or departments, subject to the terms and conditions of the Agreement. For the purpose of this Agreement, the terms "Member department" and "Member" shall mean the fire department of the respective parties hereto.

**Section 2. When Assistance may be Requested.** A Member department may request assistance from another Member department only when the requesting department has concluded, based upon actual circumstances, that such assistance is essential to protect life and/or property at a location afforded fire protection service by the requesting department.

**Section 3. Response to Request.** Upon request, a responding department, upon determination by its chief that an emergency situation exists, and subject to the chief's determination of availability of personnel and equipment, shall dispatch firefighting personnel and equipment to aid the requesting department.

**Section 4. Personnel and Equipment Provided.**

(a) The requesting department shall include in its request for assistance the amount and type of equipment and number of personnel required and shall specify the location where the personnel and equipment are needed.

(b) The final decision on the number and the amount and type of equipment and the number of personnel to be sent shall be solely that of the responding department's chief. The responding party shall not be liable for any acts associated herewith provided that the final decision is made with reasonable diligence.

(c) No Member department shall make any claim whatsoever against another Member department for the refusal to send the requested equipment or personnel where such refusal is based on the judgment of the chief of the responding department that such personnel and equipment are needed to protect the jurisdiction of the responding department.

**Section 5. Command at Fire Scene.** All Members have established Incident Command System (ICS) Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

(a) The responding Member's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Member. The person in charge of the responding Member shall meet with the incident commander or appropriate sector officer of the requesting Member for a briefing and assignment. The person in charge of the responding Member shall retain control of the responding Member's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

(b) The responding Member's personnel and equipment shall be released by the requesting Member when the services of the responding Member are no longer required or when the responding Member's resources are needed in their primary response area. Responding Member personnel and equipment may withdraw from the incident scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Member's primary response area.

(c) It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

**Section 6. No Reimbursement for Costs.** No Member department shall be required to reimburse any other Member department for the cost of providing the services set forth in this Agreement. Each Member department shall pay its own costs, including but not limited to salaries, repairs, materials, compensation, for responding to the request of another member department. However, a requesting department shall provide without charge, such additional fuel as may be required by a responding department to carry on the combined firefighting efforts after its initial fuel supply is depleted, plus sufficient fuel to fill the responding department's fuel tanks before the responding department returns to its home jurisdiction.

**Section 7. Liability.**

(a) Employees of any Member department acting pursuant to this Agreement shall be considered as acting at all times under the lawful orders and instructions of their employer Member department. Under no circumstances shall such employees be considered employees of any other Member or department.

(b) Each Member department hereby waives all claims against every other Member department for any loss, damage, injury, or death occurring as a consequence of the performance of this Agreement.

(c) Each Member department shall bear its own liability and cost for damage to its equipment and for the death of or injury to its personnel, whether the death, injury or

damage occurred at a fire in the Member's own fire protection area, or at another Member department's fire protection area.

(d) Each Member agrees to indemnify, defend and hold harmless all other Members for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property, or death of or injury to a private person whether caused by the Member's personnel or equipment in the performance of this Agreement, except where such loss, damage, death or injury is the result of wanton and willful misconduct by an employee of a Member. For purposes of this Agreement, "private person" and "private property" means a person not an employee or volunteer of a Member fire department and property not belonging to a Member.

**Section 8. Township Agreements.** The cities and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the independent fire district is a fire protection provider for the respective city agree to maintain such agreements in force and to provide copies of the same to the other parties hereto by attaching copies of such existing agreements to this agreement thereby incorporating them and making them part of this agreement, and by promptly notifying in writing the their parties of any amendment, renewal or termination of such agreements, including the changing of fire district lines. In the event of such an agreement lapse, there shall be no further obligation by the other parties hereto respond to a request for assistance within the fire protection area covered by such lapsed agreement.

**Section 9. Training.** Any member of a fire department not trained to the 24-hour standard and/or certified to Firefighter 1 level, shall be required to wear a strip of orange reflective tape on the back of their helmet and also on their accountability card.

**Section 10. Miscellaneous Provisions.** Each Member department shall have available sufficient adapters for equipment connections for use by other Member departments performing under the terms and conditions of this Agreement.

**Section 11. Term of Agreement.** This Agreement shall be in full force and effect upon execution by all of the parties hereto and the filing and recording thereof as provided in Section 15. This Agreement shall have a term of three (3) years commencing on the date of filing and recording and thereafter shall continue in effect from year to year. This Agreement may be amended by written agreement of all of the parties. Any Member may withdraw from this Agreement by giving thirty days' written notice of withdrawal to the governing body of each of the other Members by certified mail. Such notice shall only be effective if duly approved by the governing body of the withdrawing Member.

**Section 12. Administration of Agreement.** This Agreement shall be administered by the Jones County Fire Fighters Association, which shall periodically review the Agreement and attempt to resolve any problems which may arise in carrying out the Agreement.

**Section 13. Notices.** Any notice required by this Agreement shall be sent to the address of each Member as set forth below.

**Section 14. Prior Fire Mutual Aid Agreements.** This Agreement supercedes any and all prior fire mutual aid or fire protection agreements between and among the Members.

**Section 15. Filing and Recording.** Upon execution by all of the parties hereto, this Agreement shall be filed with the Secretary of State and the Jones County Recorder. Copies of the Agreement shall be supplied to all Member departments and their respective governing bodies. An original copy shall remain on file in the Jones County Emergency Management Agency.

**Anamosa Fire Department  
701 East 3<sup>rd</sup> St. Anamosa, IA 52205**

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

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

**Cascade Volunteer Fire Department  
P.O. Box 426, Cascade, IA 52033**

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

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

**Martelle Fire Department  
P.O. Box 49, 212 Iowa St. Martelle, IA 52305**

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

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

**Monticello Fire Department  
200 E 1<sup>st</sup> St. Monticello, IA 52310**

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

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

**Morley Fire Department  
P.O. Box 525 Morley, IA 52312**

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

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

**Olin Fire Department  
P.O. Box 301, Olin, IA 52320**

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

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

**Oxford Junction Fire Department  
5574 Highway 136 Oxford Junction, IA 52323**

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

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

**Wyoming Fire Department  
P.O. Box 134 Wyoming, IA 52362**

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

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

**Jones County Emergency Management Commission  
500 W. Main St. Anamosa, IA 52205**

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

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



## **November 28, 2022 Agenda**

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: Nuisance Properties**

**As discussed at the November 14, 2022 City Council Meeting, I have had numerous people approach me about things we can do when a building becomes dilapidated enough that it may be defined as a nuisance. I visited one of the properties that I received a complaint about. After that visit I reached out to the Lynch Dallas legal team about tools we have to help work with property owners when we have buildings of concern. In that previous packet was an email from Attorney Steve Leidinger on his suggestions to strengthen our City ordinance on nuisances if the City Council desires to work on these buildings. We discussed the idea of enforcement and the staff was directed prepare and ordinance that will follow Attorney Leidinger's suggestions. I also checked with Attorney Leidinger and confirmed that we are not going to be strong on enforcing something when the only violation is chipped paint. We list that because in the most serious of buildings we want to address all items clearly that may need to be listed together as one. The draft ordinance is included in the packet for consideration of the first reading.**

**ORDINANCE NO. 01-23**

**AN ORDINANCE AMENDING TITLE III, CHAPTER 2 (NUISANCES) OF THE CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA**

**WHEREAS**, the City Council of the City of Cascade, Iowa, has determined it is necessary to amend Title III, Chapter 2 (Nuisances) of the Code of Ordinances of the City of Cascade, Iowa (“City Code”), to expand upon the City’s enumerated nuisances.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASCADE, IOWA** that City Code §3-2-1(ww) be adopted as follows:

ww. Any building or portion thereof with respect to which any of the following conditions exist, individually or in combination:

- (1) Infestation of insects, vermin, or rodents.
- (2) General dilapidation or improper maintenance.
- (3) Lack of adequate garbage and rubbish storage and removal facilities as determined by the Mayor or other authorized municipal officer.
- (4) Accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, filth, stagnant water, or combustible materials and similar materials; conditions constituting fire, health, or safety hazards; or lack of adequate light, air, or heating or sanitary facilities (including running water and operable plumbing), thereby rendering such building unfit for human habitation, occupancy, and use.
- (5) Roofing materials that are not sound, tight, or have defects that permit water infiltration. Roof drainage that is inadequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and downspouts that are obstructed, in poor repair, or with improper anchorage.
- (6) Exterior surfaces, including, but not limited to foundation walls, roofing materials, doors, windows, door and window frames, cornices, porches, siding, and trim that exhibit rot, holes, breaks, cracks, or loose or missing material. Exterior wood surfaces, other than decay-resistant woods, not protected from the elements and decay paint or other protective covering or treatment, or exhibiting peeling, flaking, or chipped paint. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights that are not weather resistant or watertight.

- (7) Chimneys, cooling towers, smokestacks, and similar appurtenances in poor condition or repair.
- (8) Broken exterior doors and broken windows.
- (9) Likelihood of any portion or member or appurtenance of such building failing or become detached or dislodged or partially or completely collapsing.
- (10) Standing water in basements, cellars, or crawl spaces.
- (11) Inoccupancy for a period of more than six months so as to constitute such building or portion thereof an attractive nuisance, a harborage for vagrants, and/or hazard to the public.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this 9<sup>th</sup> day of January, 2023.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerdts, City Clerk

First Reading:  
Second Reading:  
Third Reading:





## **November 28, 2022 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: November 23, 2022**  
**Re: Dubuque County \$1M**

As you are aware the City was granted \$1M from the Dubuque County Board of Supervisors to help fund the new library project. We are ready to have consideration by the City Council and County Board to finalize this approval in the form of a contract. The staff at the County and I have worked on the agreement. One change the City had to make was a change in the total crime/theft coverage we have for employee theft or errors and omissions for the Council. I submitted the new County requirements to our insurance company EMC. They are able to accommodate the new amounts and the premium increase is only \$42 per year so I went ahead and approved the change.

This will be a reimbursement process where once we have paid the building contractor and prove that the check was cashed, then we can make a request for funds. They wanted to make it easier to tag their funds to only one portion of the project so I suggested the construction itself.

The County Board will have this on their agenda for Monday as well.

**RESOLUTION #81-22**

**A RESOLUTION APPROVING A FY2023 SWAP PURCHASE OF SERVICE AGREEMENT  
BETWEEN DUBUQUE COUNTY AND THE CITY OF CASCADE FOR  
\$1M IN LIBRARY FUNDING**

Whereas, City of Cascade requested funding from Dubuque County to assist in the construction of a new library, and;

Whereas, the Dubuque County supervisors generously allocated \$1M in funding towards the library construction project, and;

Whereas, the agreement to detail the funding process is outlined in Exhibit A the FY2023 SWAP Purchase of Service Agreement Between Dubuque County and City of Cascade.

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

The City Council approves the FY2023 SWAP Purchase of Service Agreement Between Dubuque County and City of Cascade and authorizes the Mayor and Clerk to sign and execute the document.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerdts, City Clerk



**FY2023 SWAP PURCHASE OF SERVICE  
AGREEMENT BETWEEN  
DUBUQUE COUNTY  
AND  
CITY OF CASCADE**

**THIS AGREEMENT**, dated November 14, 2022 is made and entered into by and between Dubuque County (County) and City of Cascade (Agency) for the project title Cascade Public Library New Building Project (Project), and Project identification number 31-23-POS-SWAP-Cascade.

**WHEREAS**, the Dubuque County Board of Supervisors has approved funding for SWAP Purchase of Service applications for the purpose of providing support for programs in Dubuque County that further the County's goals, objectives, and priorities; and

**WHEREAS**, the County has determined that the application submitted by Agency conforms with the County's purposes, goals and permitted uses, and is worthy of funding in whole or in part; and

**WHEREAS**, both the County and the Agency desire to make a written agreement with respect to said funds and the implementation of the services to which they pertain;

**NOW THEREFORE**, in consideration of their mutual promises hereinafter set forth, the parties hereto agree as follows:

**SECTION 1: SCOPE OF SERVICE**

- 1.1** Agency agrees to provide services as described in Statement of Work (attached as Appendix A).
- 1.2** Agency shall apply the funds only for the uses described in Agency's Purchase of Service Application as approved by County and the terms of disbursement set forth herein. No material deviations from the approved use of funds and the terms of disbursement described herein shall be made by Agency without the express written consent of County. The decision whether to permit requested changes in the application of funds shall be in the sole discretion of County. In the event that the Agency abandons the project described in the Purchase of Service Application, or otherwise uses the funds for purposes other than permitted herein or subsequently consented to in writing by County, then Agency shall forthwith refund to County the funds.
- 1.3** The County reserves the right to make changes to the Services to be provided as described in the Statement of Work (Appendix A). Such changes and any added cost or cost reduction to the County must be agreed to in writing and signed by the County and Agency prior to proceeding with any change.

**SECTION 2: PERFORMANCE PERIOD**

- 2.1** The performance period of this Agreement shall begin on the effective date, November 28, 2022, and shall continue until County issues Agency a project close out certificate, but will not extend beyond June 30, 2025, unless amended by written mutual agreement.

### **SECTION 3: COMPENSATION**

- 3.1** County shall pay Agency an amount not to exceed \$1,000,000 as compensation for the services provided by Agency, which payment shall constitute full and complete compensation for such services.
- 3.2** The compensation shall be paid by County to Agency on a quarterly basis as a reimbursement of expenses incurred by the Agency. Claims to the County must be accompanied by records of the expenses incurred and must be received no less than 15 days after the quarter end to be included in the quarterly payment.
- 3.3** Claims must be accompanied by a quarterly Project report as outlined in Section 4. Claims submitted without a Project report will not be included in the County's quarterly payments.
- 3.4** Agency agrees that Agency is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the County will not deduct or withhold such taxes from any payment to Agency.

### **SECTION 4: REPORTING AND MONITORING**

- 4.1** Agency shall submit quarterly project activity reports, along with financial claims, detailing Agency activities related to the use of County funds provided to Agency. These quarterly project activity reports must be submitted until there is a signed project close-out certificate from the County, even if there is no payment request that quarter. The County may request additional information from the Agency as needed based on the project activity reports.
- 4.2** Due dates for the project activity reports are detailed in Appendix A.
- 4.3** Any Agency audit or financial review that covers the Performance Period in Section 2.1 shall be provided by Agency to County within sixty (60) days of completion.
- 4.4** Agency shall permit the County to monitor the Agency, including:
  - a. Reviewing financial and performance reports required by the County
  - b. Following up and ensuring the Agency takes timely and appropriate action on all deficiencies identified by the County through reporting, audits, on-site reviews, and other means.
- 4.5** Agency shall monitor its performance under this Agreement, as well as that of its own contractors and consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of the work being accomplished within the specified time periods, and other performance goals are being achieved.
- 4.6** Invoices and reports shall be submitted to:

Stella Runde, Budget Director  
720 Central Ave., PO Box 5001, Dubuque IA 52004-5001  
Stella.Runde@dubuquecountyiowa.gov

### **SECTION 5: MAINTENANCE OF RECORDS**

- 5.1** Inasmuch as the funds to be provided to Agency by County are public funds, Agency agrees that it will maintain books of account in accordance with Generally Accepted Accounting Standards together with necessary documentation to support all expenditures. The records of Agency, including payroll accounts and other records of disbursements and receipts, and other records relating to the performance of the activities herein specified, shall be made available for inspection by County or its designees, in order to ascertain performance of Agency under this Agreement. Agency agrees to retain such records for not less than five (5) years after the Closeout Certificate has been issued.

#### **SECTION 6: CLOSEOUT**

- 6.1** The closeout report is due ninety (90) days after the termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever occurs first.
- 6.2** Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of the records. The County will closeout the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

#### **SECTION 7: EVENTS OF DEFAULT**

- 7.1** The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:
- a. A breach of any term of this Agreement
  - b. A material failure of the Agency to make substantial and timely progress toward performance of the Agreement
  - c. Failure to comply with applicable local, state, and federal laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement
  - d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
  - e. Engaging in conduct that has or may expose the other Party to liability
  - f. If at any time any representation, warranty or statement made or furnished to the County in connection with this Agreement shall be determined by the County to be false, misleading, or erroneous in any material respect
- 7.2** If the County deems the Agreement is in default, payment of claims and compensation will not be made to Agency until action has been taken to correct the default

#### **SECTION 8: NOTICE OF DEFAULT**

- 8.1** The County shall issue a written notice of default providing therein a thirty (30) day period in which the Agency shall have an opportunity to cure, provided that cure is possible and feasible. If after the opportunity to cure, the default remains, the County may exercise one or more of the following remedies outlined in Section 9, either concurrently or consecutively.

#### **SECTION 9: REMEDIES**

- 9.1** If an event of default occurs, the County may:
- a. Exercise any corrective or remedial actions provided by law, to include but not be limited to:
    - i. Request additional information from Agency to determine the reasons for the non-compliance or lack of performance;
    - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
    - iii. Advise the Agency to suspend, discontinue or refrain from incurring costs for any activity in question.

- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require immediate repayment of up to the full amount of funds disbursed to the Agency under this agreement
- e. Terminate this Agreement, with no right of correction or default by the Agency

#### **SECTION 10: TERMINATION OF AGREEMENT**

- 10.1** The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by Agency to permit public access to any document, paper, letter, or other material.
- 10.2** The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results with further expenditure of funds, by providing the Agency with thirty (30) calendar day prior written notice.
- 10.3** The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 10.4** Upon termination of this Agreement, Agency shall return to County all unexpended funds and/or any funds utilized for purposes other than stated in the Agreement.

#### **SECTION 11: DISCRIMINATION**

- 11.1** In carrying out the services under this Agreement, Agency shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation. Agency shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agency assures that all qualified applicants will receive consideration for employment without regard to age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.
- 11.2** Agency agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits of, nor be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to Agency under the terms of this Agreement because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

#### **SECTION 12: ASSIGNABILITY**

- 12.1** Agency shall not assign any interest in this Agreement without the prior written approval of County.

**SECTION 13: INSURANCE**

**13.1** At the time of execution of this Agreement by Agency, Agency shall provide County copies of Agency's insurance certificates showing compliance with the insurance requirements of Insurance Schedule, included as Appendix B.

**SECTION 14: RECOGNITION**

**14.1** Agency shall ensure recognition of the role of the County in providing financial resources through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be recognized as to funding source. In addition, Agency will include a reference to the support provided herein in publications, newsletters, social media, donor listings, media releases, or other internal or external communications, whether on-line or in print.

**14.2** Agency agrees that any publications produced regarding this award must display the following or similar language:

"This project is being supported, in whole or in part, by an award by Dubuque County."

**DUBUQUE COUNTY**

**CITY OF CASCADE**

\_\_\_\_\_  
Harley V. Pothoff, Chair  
Dubuque County Board of Supervisors

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

**DATE:** \_\_\_\_\_

**WITNESS**

\_\_\_\_\_  
Kevin Dragotto, Dubuque County Auditor

**APPENDIX A: STATEMENT OF WORK**

Describe in detail the work to be completed and the budget, as part of the Purchase of Service Agreement.

Agency: City of Cascade  
 Project Name: Cascade Public Library New Building Project  
 Project ID: 31-23-POS-SWAP-Cascade  
 Award: \$1,000,000  
 Public Purpose: Building an appropriately sized public library facility for the community.

Project Detail: Building a new 7,300 s.f. public library facility at 108 2<sup>nd</sup> Ave. SW in Cascade, Iowa. The overall project cost includes site acquisition and preparation, soft costs of legal, architectural & design, fees, and fixtures, as well as construction hard costs.

**Project Budget:**

Cat.	Work Element	County SWAP	City Cascade	Other	Total
1	Site Work	-	\$200,000	\$206,963	\$406,963
2	Soft Costs	-	\$300,000	\$428,735	\$728,735
3	Construction Costs	\$1,000,000	\$500,000	\$783,319	\$2,283,319
	<b>Total:</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,419,017</b>	<b>\$3,419,017</b>

**Quarterly Reporting Timelines for Project and Expenditure Reports**

Fiscal Year Quarter	Period Covered	Claims & Quarterly Reports Due Date
1	July 1 - September 30, 2022	October 15, 2022
2	October 1 - December 31, 2022	January 15, 2023
3	January 1 - March 31, 2023	April 15, 2023
4	April 1 - June 30, 2023	July 15, 2023
1	July 1 - September 30, 2023	October 15, 2023
2	October 1 - December 31, 2023	January 15, 2024
3	January 1 - March 31, 2024	April 15, 2024
4	April 1 - June 30, 2024	July 15, 2024
1	July 1 - September 30, 2024	October 15, 2024
2	October 1 - December 31, 2024	January 15, 2025



## APPENDIX B: INSURANCE

1. City of Cascade (Agency) shall furnish a signed certificate of insurance to the Dubuque County, Iowa for the coverage required in Insurance Exhibit I prior to the agreement commencement. Agency shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: County SWAP Purchase of Service Project # 31-23-POS-SWAP-Cascade under agreement dated November 28, 2022.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Risk Management department of Dubuque County.
4. The Agency shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide or maintain the required insurance, shall be considered a material breach of this agreement.
5. All required endorsements shall be attached to certificate.
6. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by Dubuque County. The Agency must identify and list in writing all deviations and exclusions from the ISO form.
7. If Agency's limits of liability are higher than the required minimum limits then the Agency's limits shall be this agreement's required limits.
8. Agency shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
9. All certificates of insurance must include agents name, phone number and email address.
10. Dubuque County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
11. Dubuque County reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

**APPENDIX B: INSURANCE (continued)**

**Exhibit I**

<b>A) <u>COMMERCIAL GENERAL LIABILITY</u></b>	Coverage required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY** Coverage required:  Yes  No  
 Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

**C) PROFESSIONAL LIABILITY** Coverage required:  Yes  No

Limit: \$1,000,000

- a) If the required policy provides claims-made coverage: The Retroactive Date must be shown and must be before the date of the agreement.
- b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- c) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**D) Crime bond w/ faithful performance** Coverage required:  Yes  No

- a) Coverage must include volunteers, directors & officers (current and past officers)

Limit: \$1,000,000



## November 28, 2022 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: November 23, 2022**  
**Re: American Legal Online Code Book**

Currently our City Code is online in the form of a single PDF. It makes it challenging to search for specific items. In addition, there is no simple way to add new ordinances when they are adopted. There is an online service that charges the City a one time fee to get the code online, an annual fee to host our code and a per page fee when new ordinances are adopted. Within days of adoption the new law will be integrated onto the site. For staff, law enforcement and residents this will make the code reliable and up to date at all times. Cities and counties from all over the US use this service. In Iowa there are approximately 80 cities using the service which are listed at this link <https://codelibrary.amlegal.com/regions/ia>

It is a fairly inexpensive tool for the community and keeps all records up to date for the best use and service we can provide. I am recommending approval to proceed with the contract with American Legal with the adoption of Resolution #85-22. Included in the packet is information from the company.

The one-time fee is \$550  
The annual hosting fee is \$495  
The per page fee for new ordinances is \$22

**RESOLUTION #87-22**

**A RESOLUTION CONTRACTING WITH AMERICAN LEGAL FOR  
ONLINE CITY CODE SERVICES**

Whereas, City of Cascade currently has a single PDF Document to provide the City Code online for employees and residents which is cumbersome to search and difficult to keep up to date, and;

Whereas, American Legal Publishing offers an online service to keep City Codes up to date for thousands of other communities in the USA, over eighty of which are in Iowa, and;

Whereas, the fees charged by American Legal are a one-time set-up fee, an annual hosting fee and a per page update fee for each new ordinance adopted after the code goes live online, and;

Whereas, utilizing this online service will provide a more up to date and professional way for the Code to be used by anyone needing information.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the contract with American Legal for an online city code service in the amount of \$550 set-up, \$495 for annual hosting and \$22 per page for future ordinances.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerd, City Clerk

## Lisa Kotter

---

**From:** Ross Heupel <RHeupel@amlegal.com>  
**Sent:** Friday, November 18, 2022 10:09 AM  
**To:** Lisa Kotter  
**Subject:** City of Cascade, Iowa - Online Municipal Code Proposal  
**Attachments:** Cascade, Iowa Online Code & Supplementation Services Proposal 11-16-22.pdf

Lisa,

Good to hear from you again! Sorry I wasn't able to reach you on the phone.

Attached is a proposal to create a digital online code that links to your city website.

Set Up Fee \$550

Annual Hosting \$495

We'll set up the digital code within 90 days or less, and thanks for providing the link to your code.

We're growing in Iowa; here's an updated list of our Iowa Online Code clients -

<https://codelibrary.amlegal.com/regions/ia>

Supplementation Service - \$22 per page

- Incorporate new legislation into your existing codified laws
- Provide hard copy pages to incorporate into your codified law book
- Update your code online

Agreement

To move forward, please initial items on page 12 and sign page 13.

Return pages 12 and 13 as a PDF.

Invoice

You'll receive an invoice for \$1,045 after we complete the online code setup.

Let's visit when you have time.

Regards,

Ross Heupel  
Codification Consultant  
American Legal Publishing  
Direct: 513-720-7805





City of Cascade, Iowa  
Online Code Solution  
&  
Supplementation Services

November 18, 2022

Ross Heupel  
Codification Consultant  
513-720-7805  
Rossh@amlegal.com  
www.amlegal.com

## Table of Contents

---



Cover Letter	Page 3
Online Code Overview	Page 4
Supplementation	Page 11
Agreement	Page 12



November 18, 2022

Lisa Kotter  
City Administrator  
City of Cascade  
320 1st Ave W; PO Box 400  
Cascade, IA 52033

Lisa,

Thank you for allowing American Legal Publishing to present a proposal to host your municipal code online (Online Code Solution) and provide supplementation services.

American Legal Publishing is a full-service codification firm with nearly 3,400 clients across the United States; we have over 100 Iowa clients!

Our commitment to excellence in providing core editorial and publishing services has made us the leading codifier for prominent American cities. In addition, our systems and personnel permit us to implement customized programs meeting the highest standards for quality and service for each client.

The Online Code Solution includes a one-time setup fee of \$550; the annual Hosting Fee is \$495. Most online codes are set up in under 90 days!

We look forward to updating your municipal code (supplements); the Fee is \$22 per page and includes an online code update.

Regards,

*Ross Heupel*

Ross Heupel  
Codification Consultant  
Phone: 513-720-7805  
Email: Rossh@amlegal.com

American Legal Publishing • 525 Vine Street, Ste. 310 • Cincinnati, OH 45202  
800-445-5588      www.amlegal.com      Fax: 513-763-3562





**American Legal  
Publishing**



American Legal Publishing currently hosts more than 1,700 codes online for municipalities, counties, and other organizations.

We can place your code on the Internet so citizens, law firms, contractors, and other interested parties can locate the information they need quickly and easily.

American Legal Publishing’s technical team will convert the electronic version of the code documents into a fully indexed and searchable format. Our code contains an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses, and title analyses).

One-Time Setup Fee - \$550

Annual Hosting Fee - \$495 annually

PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.
Multiple Search formats	1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>

Synonym Searches	<i>Grass finds grass, turf, lawn Garbage finds garbage, litter, trash, rubbish</i>
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked
Color Graphics - Logo	Yes - if provided in color by the City
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables
Limit searches to specific sections	Use TOC feature to limit the search to chapters or sections (or expand search to other municipal codes)
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text
Search over 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number

## Using the Online Code Library

American Legal Publishing provides free access to view and conduct searches of Iowa and nationwide municipal codes. The Code Library exists first and foremost as a research tool.

### Iowa Online Code Clients:

<a href="#">Adel</a>	<a href="#">Garner</a>	<a href="#">Orange City</a>
<a href="#">Altoona</a>	<a href="#">Grinnell</a>	<a href="#">Osceola</a>
<a href="#">Ankeny</a>	<a href="#">Hiawatha</a>	<a href="#">Oxford</a>
<a href="#">Aurelia</a>	<a href="#">Holstein</a>	<a href="#">Pella</a>
<a href="#">Beacon</a>	<a href="#">Hudson</a>	<a href="#">Prairie City</a>
<a href="#">Bedford</a>	<a href="#">Humboldt</a>	<a href="#">Reinbeck</a>
<a href="#">Bettendorf</a>	<a href="#">Independence</a>	<a href="#">Riverdale</a>
<a href="#">Boone</a>	<a href="#">Indianola</a>	<a href="#">Roland</a>
<a href="#">Carroll</a>	<a href="#">Iowa City</a>	<a href="#">Sanborn</a>
<a href="#">Clarion</a>	<a href="#">Jesup</a>	<a href="#">Sergeant Bluff</a>
<a href="#">Clear Lake</a>	<a href="#">Kingsley</a>	<a href="#">Spencer City</a>
<a href="#">Clinton</a>	<a href="#">Knoxville</a>	<a href="#">Steamboat Rock</a>
<a href="#">Clive</a>	<a href="#">LeClaire</a>	<a href="#">Story City</a>
<a href="#">Coralville</a>	<a href="#">Le Mars</a>	<a href="#">Story County</a>
<a href="#">Cumming</a>	<a href="#">Lisbon</a>	<a href="#">Toledo</a>
<a href="#">Dallas Center</a>	<a href="#">Manchester</a>	<a href="#">Urbandale</a>
<a href="#">Denison</a>	<a href="#">Marion County</a>	<a href="#">Van Meter</a>
<a href="#">Dubuque</a>	<a href="#">Marshalltown</a>	<a href="#">Ventura</a>
<a href="#">Durant</a>	<a href="#">Mason City</a>	<a href="#">Walcott</a>
<a href="#">Dyersville</a>	<a href="#">Missouri Valley</a>	<a href="#">Washington</a>
<a href="#">Eagle Grove</a>	<a href="#">Mitchellville</a>	<a href="#">Waterloo</a>
<a href="#">Earlham</a>	<a href="#">Monticello</a>	<a href="#">Waukee</a>
<a href="#">Eldridge</a>	<a href="#">Mount Vernon</a>	<a href="#">West Bend</a>
<a href="#">Elkader</a>	<a href="#">Nevada</a>	<a href="#">West Branch</a>
<a href="#">Ely</a>	<a href="#">Newton</a>	<a href="#">West Burlington</a>
<a href="#">Evansdale</a>	<a href="#">North Liberty</a>	<a href="#">West Des Moines</a>
<a href="#">Forest City</a>	<a href="#">Norwalk</a>	<a href="#">West Liberty</a>
<a href="#">Fort Madison</a>	<a href="#">Ogden</a>	<a href="#">Windsor Heights</a>

# Online Code Page Views

The screenshot displays the American Legal Publishing website interface. At the top, there is a navigation bar with the American Legal Publishing logo and a search bar. Below the navigation bar, the page title is "TITLE A ADMINISTRATION". The main content area is titled "Chapter One CITY CHARTER". The page contains several sections, each with a heading and a brief description. The sections are: 1.00 FORM OF GOVERNMENT, 1.01 POWERS AND DUTIES, 2.01 NUMBER AND TERM OF COUNCIL, 2.01 CHANGE IN REPRESENTATION, 3.02 EFFECTIVE DATE, and 3.04 EFFECTIVE DATE. Each section has a set of icons (back, forward, search, etc.) to the right. The page also includes a "Previous Doc" and "Next Doc" link at the bottom.

The screenshot displays the American Legal Publishing website interface. At the top, there is a navigation bar with the American Legal Publishing logo and a search bar. Below the navigation bar, the page title is "Chapter Ten STANDARD CONSTRUCTION SPECIFICATIONS". The main content area is titled "1.00 TRENCH EXCAVATION AND BACKFILL". The page contains several sections, each with a heading and a brief description. The sections are: 1.01 GENERAL, 1.02 EXCAVATION CLASSIFICATION, 1.03 EXCAVATION FOR STRUCTURES AND APPURTENANCES, and 1.04 TRENCH EXCAVATION. Each section has a set of icons (back, forward, search, etc.) to the right. The page also includes a "Previous Doc" and "Next Doc" link at the bottom.

## Advanced Filters

The screenshot displays the 'Advanced Filters' section of the American Legal Search website. At the top, there is a navigation bar with links for Search, Login, Select Language, and Resources. Below this is a 'Keyword Search' bar with a search icon and a 'Clear Search' button. The 'Advanced Filters' section is divided into two columns. The left column contains several dropdown menus: 'Word requires a match' (set to 'all variations'), 'Search entire document or portion' (with a note 'Portions are available for selected locations'), 'Word ending format' (set to 'Word Endings'), 'Search document type or code' (set to 'all'), and 'How document is used in the statute' (set to 'Version'). Below these are two checkboxes: 'Find alternate word forms (stemming)' (checked) and 'Find synonyms (thesaurus)' (unchecked). The right column, titled 'Search for document's meaning', contains several text input fields: 'Every meaning', 'All of these terms', 'None of these terms', 'Some of these terms', 'Find all words of this word', 'Find all phrases', 'Find all words with both letters', and 'Find all phrases'. A 'Reset Advanced Filters' button is located at the bottom left of the filters section, and a 'Search' button is at the bottom right.

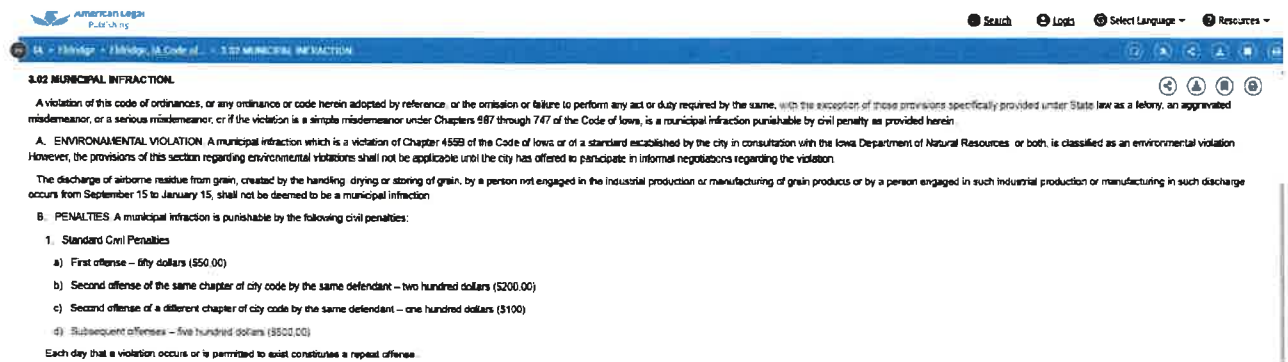
Filter options allow searches for exact phrases, synonyms, word stems, and more. Filters can also search the entire code or narrow your search to specific portions of the code using the checkboxes in the drop-down box. You can even refine searches to include multiple municipalities at once.

The Advanced Filters let you:

- easily search for exact phrases, word combinations, synonyms, and more.
- narrow your search to specific portions of the code by using the checkboxes that appear in the drop-down search menu

You can select to search ALL the codes in any state, even ALL the codes in the code library, at no extra cost! This can help you find similar provisions in other municipalities or find model provisions. To use this feature, type in your search terms and then use the Advanced Filters to choose how to apply your search.

## Sharing Material from the Code Library (mobile phone friendly)



The screenshot shows a web browser displaying a page from American Legal Publishing. The page title is "3.02 MUNICIPAL INFRACTION". The content includes a definition of a municipal infraction, a section on environmental violations, and a list of penalties. The penalties are categorized into "Standard Civil Penalties" with four sub-items: a) First offense - fifty dollars (\$50.00), b) Second offense of the same chapter of city code by the same defendant - two hundred dollars (\$200.00), c) Second offense of a different chapter of city code by the same defendant - one hundred dollars (\$100), and d) Subsequent offenses - five hundred dollars (\$500.00). A note states that each day a violation occurs or is permitted to exist constitutes a repeat offense.



**Share:** Share lets you copy the URL and save it in your browser. Or share a link to your email.



**Download:** Download gives you the option to save information in a variety of formats: HTML, RTF, Text, Mobi, Epub, and PDF. Choose the Material you want to download from the drop-down box, select download, then indicate the format you desire.



**Bookmark:** You can set a bookmark or obtain a URL for a code. Click the icon and name your bookmark. You can add your bookmark to your user account for easy reference or copy the URL and save it in your browser.

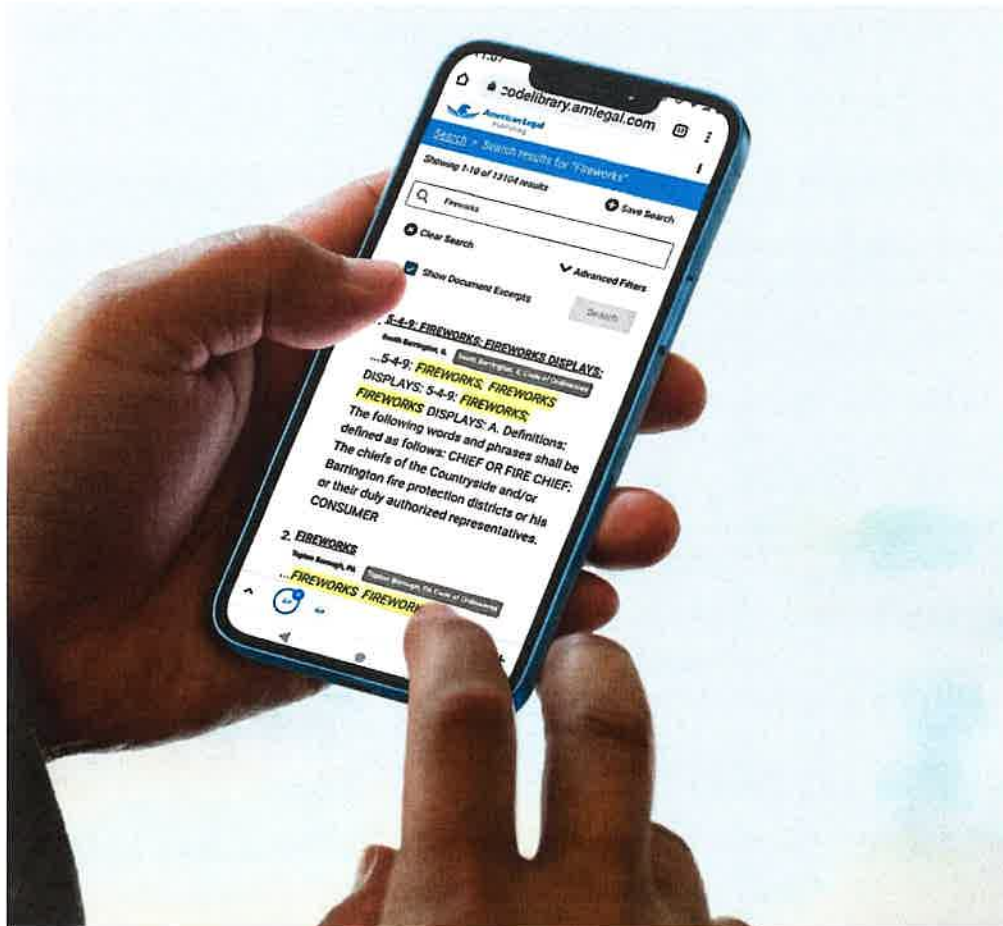


**Printing:** A drop-down box will let you select the sections you wish to print.

## Mobile Phone Friendly

Citizens, law firms, local contractors, municipal staff, and other interested parties can locate the information they need quickly and easily on the mobile phone online code!

- Easy way to maintain up-to-date code information
- Links to maps and large tables for easy viewing
- Links of defined terms
- Links to outside sources
- Viewing of color illustrations and photos in codes
- Text flows uninterrupted; no page breaks or page numbers interrupt the text
- Free access to more than 1,900 municipal codes in the library







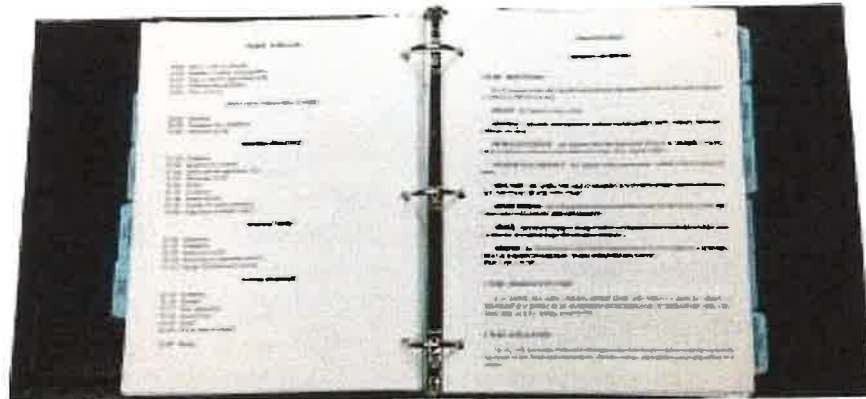
## Supplementation

Providing your staff and the public with accurate and timely information is critical. Updating your Code of Ordinances to reflect the most recent changes is essential when new legislation is passed.

American Legal Publishing can help by providing expert supplementation services, including:

- Incorporating new legislation into your existing code;
- Providing hard copy replacement pages to incorporate into your code; and
- Updating your code online.

How often you supplement your code is entirely up to you. You have the flexibility to supplement on an as-needed basis. Or, you can supplement on a regular schedule – such as monthly, quarterly, semi-annually, or annually. In addition, many clients have us update the online code as new ordinances are adopted.



While most new clients choose to recodify their existing code before beginning to supplement, we can work with your current code using the existing style, organization, and numbering system. Whatever your supplementation needs, American Legal Publishing can deliver.

**Supplementation Fee - \$22.00 per page**  
Single column paper - up to 10 copies and Online Update.  
Supplements completed within 45 - 60 days.  
Online update notice applied within 2 days.





**CITY OF CASCADE, IOWA**

**AGREEMENT FOR ONLINE CODE OF ORDINANCES**

November 18, 2022

American Legal Publishing (ALP) proposes to provide the following services for the Code of Ordinances of the City of Cascade, Iowa, at the following prices:

**EXERCISE OF OPTIONS:** The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

**Initial Conversion of Code into Search Program and Posting Online:**  
American Legal Publishing to convert printed code into a searchable digital format.

Set Up Fee \$550

Client to provide code electronically in MS Word or WordPerfect

(If it is necessary to scan any pages of the code book, there is an additional scanning/proofing charge per page.)

Hosting Fee \$495 annually.

(Code hosted on ALP's website; client links the Online code to its website)

PLEASE INITIAL \_\_\_\_\_

**Supplementation Updating Services:**

Editing new ordinances into printed code (including printing up to 10 copies) and updating online code.

Fee: \$22 per page.

PLEASE INITIAL \_\_\_\_\_

**Time to Completion:** Number of days until code is online - 90 days

**Payment Terms:** Due upon completion of the project and receipt of the invoice.

**Support Services:** Phone Support - no charge

PLEASE INITIAL \_\_\_\_\_



**Transmittal As Offer**

The transmittal of this Agreement to Municipality is an offer by Publisher to perform the stated services at the price and upon the terms and conditions referenced above and shall be subject to acceptance by Publisher's receipt of the agreement executed by Municipality no later than June 1, 2023, unless such date is extended in writing by Publisher.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date(s) indicated:

City of Cascade, Iowa

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

AMERICAN LEGAL PUBLISHING

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



## **November 28, 2022 Agenda**

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: ECIA Contract and Building Permit Fees**

**As January 1, 2023 is approaching the City Council needs to consider approving the contract with ECIA and new permit fees as we indicated the start date of January 1, 2023. Included in the packet is two resolutions for each of the two approvals. As you are aware we will have ECIA reviewing all plans and one on-site inspection at the completion of a project if it is not a structural change for residential. There will be two onsite inspections when there is a structural or footprint change. Commercial is based on the fee schedule provided in Exhibit A, I have added only \$25 to each cell for our portion to keep. They will only review and inspect what they have to be state law. The requirement is usually based on size and use of the building. The residential fees are my best guess to about what we will be charged. We will need to go through this process for one year and see how close we came to covering the costs we are charged by ECIA. We can then review the fees with a better understanding of how this will work. I also included the fees for other items such as Planning Zoning fees. I increased those slightly as well. In those expenses we have paying for the newspaper ad, paying the Board members and review time by staff.**

**RESOLUTION #86-22**

**A RESOLUTION TO APPROVE A CONTRACT FOR SERVICE WITH ECIA TO PROVIDE BUILDING INSPECTION SERVICES**

Whereas, City of Cascade Ordinance Title VI Physical Environment, Chapter 12 Building Permits, Section 12, Permits Issued states that the City may hire, via a contract, someone other than a City employee to provide building inspection services, and;

Whereas, the City Council will enter into an agreement with ECIA to perform the duties of building inspection beginning January 1, 2023, and;

Whereas, the City will be charged hourly fees by ECIA to perform these services, and;

Whereas, the City Council intends to recover the fees for these charges in the form of user fees.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the agreement with ECIA for building inspection services that is attached as Exhibit A and directs the Mayor and Clerk to complete the necessary documentation for this contract.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerd, City Clerk

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

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved resolution of the City of Cascade, Iowa (hereinafter called the City), requesting ECIA's assistance in carrying out this Contract and attached Scope of Services, and (will be) approved by ECIA on January 18, 2023.

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

**SECTION 1. Scope of Services**

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

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

**SECTION 2. Time of Performance**

The services of ECIA shall commence on January 1, 2023 upon execution of this contract by both the City and ECIA and continue thru December 31, 2026. The contract will be reviewed and renewed by ECIA January 18, 2023 with approved resolutions from ECIA and the City.

**SECTION 3. Method of Payment**

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

**SECTION 4. Personnel**

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

**SECTION 5. Property**

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

**SECTION 6. Termination by the City**

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

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

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

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

**SECTION 7. Termination by ECIA**

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

1. Both parties agree a continuation of the contract will not be in the best interests of the City.

2. ECIA ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this contract.

**SECTION 8. Political Activity**

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

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

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

**SECTION 10. Records Retention**

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

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

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

## **SECTION 12. Indemnity and Insurance**

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

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

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

**PASSED AND APPROVED:**

\_\_\_\_\_  
**Steven Knepper, Mayor**

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

\_\_\_\_\_  
**Attest: Kathy Goerd, City Clerk**

**EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

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

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

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



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



*A Regional Response  
... to Local Needs*

# Building Code Inspections

- **Staffing**
  - ECIA staff will conduct inspections
  - Staff trained in Code inspections
  - Minimum of two staff will be available for inspections
  - ECIA insurance covers inspections
- **Timeframe**
  - ECIA will begin inspections with a signed contract and resolution
  - ECIA will be on call to conduct inspections during regular office hours of Monday through Friday, 8:00 a.m. to 4:00 p.m. Inspections will be conducted within 24 hours of the contractors' request, with the exception of holidays and weekends. ECIA staff will not be available on holidays or weekends. A list of holidays is attached to this Scope of Service.
- **Cost**
  - Inspections fees will be based on the ECIA billable hourly rate as established by the ECIA Council. FY'23 billable rates are \$96/hour for program director and \$91 Building Inspector. If re-inspections are required, ECIA will bill at the billable hourly rates set forth above. The average residential house takes approximately 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:
    - Plan review to assure the appropriate construction is completed in compliance with the zoning classification, plans, standards, specifications, special requirements, codes and regulations.
    - Set back/Structure placement
    - Final Inspection

# Building Code Inspections

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

# Building Code Inspections

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

- **Billing and Payment**

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

- **Contract**

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

# ECIA Holidays

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

**RESOLUTION #84-22**

**A RESOLUTION SETTING BUILDING INSPECTION FEES**

Whereas, City of Cascade Ordinance Title VI Physical Environment, Chapter 12 Building Permits, Section 5 Fees, states that permit fees will be set by Resolution, and;

Whereas, the City Council will enter into an agreement with ECIA to perform the duties of building inspection beginning January 1, 2023, and;

Whereas, the City will be charged hourly fees by ECIA to perform these services, and;

Whereas, the City Council intends to recover the fees for these charges in the form of user fees, and;

Whereas, the services performed beginning in 2023 will be at a higher level with reviews by State certified building inspections which will be the reason for higher fees.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, established the following fees for building projects beginning January 1, 2023.

- |  |                        |
|--|------------------------|
| 1. Simple Subdivision Review   | \$100                  |
| 2. Minor Subdivision Review  | \$200                  |
| 3. Major Subdivision Review  | \$1,000                |
| 4. Rezoning Applications (Ordinance 02-10)                             | \$200                  |
| 5. Street/Alley Vacation Requests                                      | \$250                  |
| 6. Variance & Special Exception Requests (Ordinance 02-10)             | \$200                  |
| 7. Interpretation Requests or Extra Inspections                        | \$150                  |
| 8. Building Permits  |                        |
| Commercial, Industrial, Institutional                                  | See attached Exhibit A |
| Residential Permits  |                        |
| Existing Structure-No Structural Changes                               | \$150                  |
| Existing Structure-Structural Changes                                  | \$300                  |
| New Structure, Per Unit  | \$400                  |
| Signs, Concrete, & Fences  | \$75                   |
| 9. Any legal or surveying fees will be passed on to the property owner |                        |

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerdts, City Clerk

City of Cascade Commercial Building Plan Review Fees January 1, 2023

Area (Square Feet)	Building Plans	HVAC Plans	Electrical Plans	Plumbing Plans	Fire Alarm Plans	Fire Suppression Plans
Less than 2,500	\$325	\$205	\$205	\$205	\$75	\$75
2,500-5,000	375	275	275	275	125	125
5,001-10,000	625	375	375	375	175	175
10,001-20,000	825	475	475	475	225	225
20,001-30,000	1,225	625	625	625	275	275
30,001-40,000	1,625	925	925	925	425	425
40,001-50,000	2,125	1,225	1,225	1,225	575	575
50,001-75,000	2,925	1,625	1,625	1,625	825	825
75,001-100,000	3,625	2,225	2,225	2,225	1,125	1,125
100,001-200,000	6,025	2,925	2,925	2,925	1,425	1,425
200,001-300,000	10,525	6,725	6,725	6,725	3,325	3,325
300,001-400,000	15,525	9,825	9,825	9,825	4,825	4,800
400,01-500,000	18,525	12,025	12,025	12,025	6,325	6,325
Over 500,000	20,025	13,525	13,525	13,525	7,125	7,125

- Notes:
1. Fees listed are maximum amount. E.C.I.A. will make every effort to review the plans based on actual time spent at our normal hourly rates.
  2. HVAC, Electrical, & Plumbing plans for projects 2,500 square feet or less, generally do not apply.
  3. Fire Alarm & Fire Suppression plans for projects 5,000 square feet or less, generally do not apply.
  4. Fire Alarm & Fire Suppression plans for projects reviewed by the State will have reduced fees.





## November 28, 2022 Agenda

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: Cheryl's Flour Garden and Coffee Shop**

Joel Wood provided proof that Cheryl's has paid both their September 2022 and March 2023 tax bills. In this Resolution I included both semi-annual payments, so we do not need to reconsider the second payment with another Resolution in the Spring. However, since the Development Agreement calls for two payments per year I have it drafted to direct the Clerk to pay half now and half in May. The first payment is also on the claims list for this meeting.

**RESOLUTION #85-22**

**FISCAL YEAR 2022 SEMI-ANNUAL DISBURSEMENT OF INCREMENTAL  
PROPERTY TAX REVENUE FOR CHERYL AND JOEL WOODS (CHERYL'S FLOUR  
GARDEN AND COFFEE SHOP) IN THE AMOUNT OF \$4,672**

WHEREAS, the City of Cascade, Iowa, pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Cascade Urban Renewal Area; and,

WHEREAS, the City has obligated and appropriated funds in the amount of \$4,672 which shall come due in the 2023 fiscal year, which begins July 1, 2022 and ends June 30, 2023, with respect to the City's June 2019 development agreement with Cheryl and Joel Woods, for the Cheryl's Flour Garden and Coffee Shop; and,

WHEREAS, as the Developer is to be reimbursed in two semi-annual payments the City will pay the incentive with half the payment (\$2,336) in December 2022 and half (\$2,336) in May 2023 even though the full tax amount was paid by Woods in October 2022; and,

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

SECTION I. The City Council hereby approves the two semi-annual incremental property tax rebates for the 2023 fiscal year, which begins July 1, 2022 and ends June 30, 2023 for the following economic development project:

Cheryl's Flour Garden and Coffee Shop Project (2<sup>nd</sup> yr semi-annual payment of a 10-yr agreement)- \$2,336 in December 2022 and \$2,336 in May 2023.

SECTION II. The City Clerk is hereby directed to disburse the semi-annual incremental property tax rebates based on the economic development agreement for the 2023 fiscal year, which have been appropriated and obligated on the Annual Urban Renewal Report and on the 2023 Fiscal Year Budget for the City of Cascade.

PASSED AND APPROVED this 28<sup>th</sup> day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Kathy Goerdt, City Clerk



## **November 28 2022 Agenda**

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

**From: Lisa Kotter, City Administrator**

**Date: November 23, 2022**

**Re: Garbage Fees Ordinance**

As you are aware we signed a five-year extension for garbage and recycling services with Republic Services. There was a small increase in garbage that I recommend we capture to be sure the City's expenses are covered through this user fee. There was not an increase in recycling so I have not proposed any increase to that section of the ordinance. I also reviewed the new garbage rates for dumpsters and those current rates are sufficient to cover the increase we are receiving. Therefore, I did not propose a garbage dumpster increase. The residential garbage totes and commercial totes are proposed to increase by \$0.75 per month from \$9.00 to \$9.75 or \$13.25 to \$14.00. This would take three readings on November 28, December 12 and January 9 and then wouldn't be collected until February. If the Council would like it collected in January we could do two instead of three readings and complete the approval in December for the January bills. The increase received by the City will go into effect December 1. The draft ordinance is included in the packet.

**ORDINANCE #02-23**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CASCADE,  
IOWA BY AMENDING  
TITLE VI PHYSICAL ENVIRONMENT, CHAPTER 5,  
SECTION 9 REFUSE COLLECTION RATES**

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

Section I. SECTION MODIFIED. Title VI Physical Environment, Chapter 5, Section 9 “Refuse Collection Rates” of the Ordinances of the City of Cascade, Iowa is repealed and the following adopted in lieu thereof:

**106.7.1 Refuse Collection Rates.** The City shall charge the following fees for solid waste collection and disposal service, used or available:

One- or two-family houses.....	<del>\$9.00</del> <u>9.75</u> /month
Apartments with separate water meters.....	<del>\$9.00</del> <u>9.75</u> /month
Apartments when water is furnished by the owner.....	<del>\$9.00</del> <u>9.75</u> /month
Commercial without dumpsters.....	<del>\$13.25</del> <u>14.00</u> /month

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

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

PASSED, ADOPTED AND APPROVED this 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Steven Knepper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Goerdts, City Clerk

First Reading:  
Second Reading:  
Third Reading:  
Publication Date: