

**CITY OF CASCADE, IOWA**  
**COUNCIL MEETING AMENDED AGENDA & PUBLIC NOTICE**  
**Monday, June 26, 2023, 6:00 P.M.**  
**CITY HALL, 320 1st AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, June 26, 2023, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at [www.ciLVofcascnde.om](http://www.ciLVofcascnde.om) and on Local Access Channel 18

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Public Comment (Limit 3 minutes per person-Agenda Items and Local Government Issues)**
- 6. Consent Agenda - Review and approve the following:**
  1. Minutes: City Council 6/12/23, Planning and Zoning 6/1/23, Library Board 6/6/23, Utility Board 6/14/23
  2. June 26, 2023 Claims
- 7. Recognition of Amy Ludwig, Library Board**
- 8. Discussion on Oak Hill Park Playground Equipment Fundraiser**
- 9. Discussion on Community Video Contest**
- 10. Discussion on Jointly Funded Full-Time Position for Marketing, Promotion, Volunteer Coordination and Progress**
- 11. Consideration on KCRG's Our Town Visit -August 14-18 Commercial**
- 12. Consideration of Resolution #53-23 Social Services Agreements FY24**
  1. Cascade Community Enhancement Committee \$1,000
  2. Garden Club \$1,200
  3. Lions Club \$9,400
  4. Jones County Tourism \$117.90
  5. ISU Jones County Extension \$300
  6. American Legion \$5,000
  7. Jones County Economic Development \$2,000
  8. Cascade Hometown Days \$1,000
  9. Rockin' on the River \$2,000
  10. Jones County Youth Coalition \$500
  11. Tri-County Historical Society \$5,000
- 13. Consideration of Ordinance #07-23 Vicious and Dangerous Animals and Maximum Allowable Dogs and Cats (Third and Final Reading)**
- 14. Consideration of Resolution #55-23 Requesting School Transportation Fee Waivers for the Riverbend Subdivision**
- 15. Discussion on Park Ridge Phase 3 Subdivision and Dillon Street SE Construction Between 7<sup>th</sup> Ave SE and 9<sup>th</sup> Ave SE**
- 16. Consideration of Resolution #50-23 TIF Rebate for Riverbend and Callahan Construction**

- 17. Consideration of Resolution #51-23 TIF Rebate Premium Plant Service**
- 18. Consideration of Resolution #52-23 TIF Rebate Centro**
- 19. Discussion on Private Building Located on City-Owned Land and 109 Polk Street NE**
- 20. Consideration on Resolution #54-23 Set Public Hearing Date for Library Construction**
- 21. Discussion on Businesses Providing on In-Kind Donation to Library Construction**
- 22. Discussion on Vacant Building Registration\*\*\***
- 23. Reports - Police Chief, Library Design Committee, City Administrator**
- 24. Public Comment (Limit 3 Minutes per person-only items on this agenda)**
- 25. Adjournment**

**\*\*\* Added Item**

June 12, 2023  
City Council Meeting Minutes

The June 12, 2023 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Hosch, Kelchen, Oliphant and Rausch answered roll call.

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

Speakers from the floor: None.

Motion Kelchen, second Delaney to approve the consent agenda items: City Council Minutes 5/22/23, Park Board 6/5/23; June 12, 2023 claims and May 2023 Financial Reports; Liquor Licenses for Butch and Frankie's Home Goods LLC Annual Renewal; and Cigarette Licenses for McDermott Oil Co., McDermott Oil dba Lyons Service, Casey's and Dollar General. All Ayes. Motion carried.

Presentation given by Hailey Rausch, Chamber Director, on possible joint Full-Time position that would combine duties such as Chamber Director, volunteer coordinator, promotion and marketing. Funding would come from the Chamber and the City.

Motion Oliphant, second Rausch Open Public Hearing for Change in Zoning Code Zero-Lot Line Lot Dimensions and Setbacks for R-2, R-3, R-4. Roll Call Vote. All Ayes. Motion carried.

No public comments.

Motion Rausch, second Kelchen to Close Public Hearing for Change in Zoning Code Zero-Lot Line Lot Dimensions and Setbacks for R-2, R-3, R-4. Roll Call Vote. All Ayes. Motion carried.

Motion Kelchen, second Oliphant to approve Ordinance #06-23 Establishing Zero-Setback Requirements for Lot Dimensions and Mixed-Family Residential R-2, Mobile-Multi Residential R-3 and Multiple Residential R-4 (First Reading). Roll Call Vote. All Ayes. Motion carried.

Motion Oliphant, second Kelchen to approve Waiving the Requirement to Have Three Ordinance Readings at Three Separate Meetings. Roll Call Vote. All Ayes. Motion carried.

Motion Oliphant, second Hosch to approve Ordinance #06-23 Establishing Zero-Setback Requirements for Lot Dimensions and Mixed-Family Residential R-2, Mobile-Multi Residential R-3 and Multiple Residential R-4 (Second and Third Readings). Roll Call vote. All Ayes. Motion carried.

Motion Delaney, second Oliphant to approve Resolution #45-23 Allocating Funds for Taylor Street SE Repairs and other Pavement Patches (River City \$28,072.18 and Weber Construction \$4,100.00). Roll Call vote. All Ayes. Motion carried.

Motion Kelchen, second Rausch to approve Ordinance #07-23 Vicious and Dangerous Animals and Maximum Allowable Dogs and Cats (with the modification limiting the number of dogs to 3, cats to 5 with a maximum total of 8, and allowing a grandfather provision of existing number of pets) (Second of Three Readings). Roll Call Vote. Four Ayes, One Nay (Hosch). Motion carried.

Motion Oliphant, second Rausch to approve Resolution #46-23 Library Board Appointments of John Howard, Jacob Brindle and Marie Thomas. Roll Call vote. All Ayes. Motion carried.

Motion Kelchen, second Delaney to approve Resolution #47-23 Parkview Street SW Naming. Roll Call vote. All Ayes. Motion carried.

Directions were given to Kotter to proceed updating and deleting #4 in the Street Naming Ordinance to Correct Naming Practices of Streets and Avenues and bring back to Council.

Motion Oliphant, second Kelchen to approve Resolution #48-23 Declaration of Surplus Items (Pick-up, Trailer, Sink, Railing, Truck Tool-box, Scale, Door, Cash Register and Lights). Roll Call vote. All Ayes. Motion carried.

Motion Delaney, second Hosch to approve Resolution #49-23 Approval of IDOT Cooperative Agreement for Hwy 136 Construction. Roll Call vote. All Ayes. Motion carried.

The council discussed the Second Meter Inspection Enforcement, One-Time New Home Grass Watering Sewer Forgiveness and Garage Sale Limitations Ordinance, and the Noise Ordinance.

Heim and Kotter provided staff updates.

Motion Oliphant, second Kelchen adjourn at 7:32pm. All Ayes. Motion carried.

Kathy Goerd, City Clerk

Steven J. Knepper, Mayor

PLANNING & ZONING COMMISSION MEETING  
THURSDAY, JUNE 1, 2023  
Meeting Minutes

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

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

Motion Conlin, second Moran to approve the February 16, 2023 minutes. Motion carried unanimously.

Motion Steffen, second Moran to open the public hearing on the R2, R3, R4 zoning code change as it relates to zero lot line structures, such as condos. Motion carried, all aye.

No one from the public appeared at the hearings. Kotter explained that the code does not currently list setbacks in R3 for these types of structures, even though it is allowed. In addition, there is no code that defines a circumstance where one structure is allowed that is in a three or four plex and has other structures on both sides. The recommendation from the Commission is for all three Districts R2, R3, R4 to have 50ft lot line width if it is an exterior structure and has an open side yard and only 40 ft for the interior buildings that have a structure on both sides. The setbacks are recommended to be the same for R3 as for R2 and R4 which is 8 ft sides, and 25 ft for front, rear and side street.

Motion Kerper, second Otting to close the public hearing. Motion carried, all aye.

Motion Conlin, second Otting to recommend to the City Council the change to the current zoning code as listed above. Motion carried, all ayes.

Motion Steffen, second Conlin to adjourn at 6:35pm. Motion carried.

Lisa A. Kotter  
City Administrator

## Cascade Public Library Board of Trustees Minutes

Meeting June 6, 2023 4:30pm  
Cascade City Hall Council Chambers

Present: Kane, Brindle, Brickley, Ludwig, Thomas, Recker

- 1.Meeting called to order at 4:30 by Ludwig.
- 2.Approval of agenda made by Recker, second by Brickley, motion carries.
- 3.Approval of minutes from May 2nd meeting by Brickley, second by Brindle, motion carries. Ludwig mentioned that she was not listed as present t at the May 2nd meeting. Recker will advise Kathy Goerdts that she was present.
- 4.Public Comment: None
- 5.Budget Reports (Expense, Revenue, Library Reserve, Foundation Endowment)..\$1,682. 29 expenses, gift of \$200.00 to Library Endowment from Greg and Lisa VanderLugt, Recker stated she would send a thank you note to them. This is the last month for the current fiscal year.
- 6.Bills: after reviewing the bills Thomas made a motion to pay them, second by Brickley, motion was carried.
- 7.Circulation Stats: 2516 material items were checked out from 5/1/2023 through 5/31/2023 compared to 2066 in 4/2023. Door count entering was 1186 in May 2023 and 1085 in April 2023. Grand total all materials for June 3682/April 3370.
- 8.Old Business: Future Bldg/Subcommittee Reports/ Library design Update: Recker reported the total of funds raised thus far for the new library. Kane and Kotter and Mike Delaney met with 2 engineers from FEH for an hour before the Building committee meeting on June 2nd to discuss all electrical components needed for the future library. The Finishes Committee met following the Design Committee and discussed Flooring options, chose ceramic tile for the hearth floor, discussed accent wall colors, base trim, ceiling finishes and base trim, and circulation desk. The city will provide the site furniture.  
Fundraising meeting is on June 20th at 6:00pm, City Hall.  
Other: Friends of the Library: The Board was encouraged to attend the Friends meeting on June 7th at 5:00pm at the Library.
- 9: New Business: a. Programming: the Library calendar was reviewed, busy time with summer reading and 75-89 children signed up, plus Aquin Little Angels.  
b. Kane reviewed her continuing education report with the Board.  
c. Summer Reading-75-80 Children  
d. Friends Meeting  
e. Election of Officers: to be held at the July Meeting. Amy Ludwig is retiring from the Library Board of Trustees. New member will be at the July meeting.  
f. Staff Evaluation update: Kane presented a list of duties that the Library assistants are responsible for.
- 10: Adjourn: motion to adjourn at 5:20pm by Thomas, second by Brindle, motion carried. Next meeting July 5th, 4:30, City Hall.

Monica Recker  
Secretary  
Cascade Public Library Board of Trustees

Meeting Minutes June 14, 2023  
Cascade Municipal Utilities Board

Chairman Gross called the June 2023 regular meeting of the Cascade Municipal Utilities Board of Trustees to order on Wednesday, June 14, 2023 at 5:15pm. Present were Trustees Barb Gross, Greg VanderLugt, Herb Manternach, Utility Manager Shontele Orr & Team Lead Matt Cooksley.

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

Under public comment Rob McNally approached the board to discuss agenda item #4 regarding his solar project.

Discussion was held regarding updating the solar interconnection agreement due to updated insurance language.

Motion Manternach, 2<sup>nd</sup> VanderLugt to approve Resolution #177-23 – amending the solar interconnection agreement. Roll call vote – all ayes.

Agenda item # 6 - Resolution 178-23 was skipped due to not needing this update.

A discussion was held regarding 2023-2024 wage increases. Motion Gross, 2<sup>nd</sup> Manternach to approve (new numbered updated resolution) 178-23 called 2023-2024 wages increasing base wages by 4%. Roll call vote – all ayes.

Discussion was held regarding truck purchase for 2023-2024 fiscal year.

Motion Manternach, second by VanderLugt to approve the May 10<sup>th</sup> meeting minutes, May Financial Statements and Fund Balances, and the June bill list & claims for payment. Motion carried 3-0.

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

Manager/Team Lead Report. Matt Cooksley reported to the board about current workload completed. A discussion was held about KCRG our town & the purchase of an ad for CMU/City of Cascade. New language and rules regarding EV charging stations will be forthcoming. The board discussed moving the July meeting to Thursday, July 20<sup>th</sup> due to upcoming board vacations.

Motion Manternach, second VanderLugt to adjourn meeting at 5:52pm. Motion carried 3-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	30.00	INFRASTRUCTURE TECHNOLOGY SOLU	148.50
ADVANTAGE ADMINSTRATORS	60.90	IOWA ONE CALL	40.60
ALTORFER INC	11,530.32	IPERS	4,027.05
AMERICAN LEGION POST 528	250.00	JKP DESIGN LLC	260.00
AT&T	11.92	MADISON NATIONAL LIFE INS CO	213.88
AT&T	11.29	MADISON NATIONAL LIFE INS CO	213.88
BARD MATERIALS	228.84	MCALLISTER ELECTRIC	1,130.25
CASCADE CHAMBER COMMERCE	600.00	MCDERMOTT OIL CO.	503.03
CASCADE COMMUNICATIONS COMPANY	101.00	MEDICAL ASSOCIATES CLINIC	26.00
CASCADE GARDEN CLUB	600.00	MIKE GEHL LAWN SERVICE	350.00
CASCADE HOMETOWN DAYS	600.00	MISSION SQUARE	185.00
CASCADE LIONS CLUB	600.00	MISSION SQUARE	185.00
CASCADE LUMBER CO	71.33	MISSION SQUARE	185.00
CASCADE MUNICIPAL UTILITI	1,243.86	MUNICIPAL SUPPLY INC	10,235.00
CLAYTON ENERGY CORPORATION	16,555.84	NICUSA - IOWA DIVISION	1,111.25
COMELEC INTERNET SERVICES	45.00	OFFICER OF AUDITOR OF STATE	350.00
COMMAND SECURITY SOLUTIONS	118.74	OVERHEAD DOOR DUBUQUE	274.99
COYLE CONCRETE CONSTRUCTION	7,614.00	PAYROLL	9,467.35
CROSSROADS MOBILE MAINTENANCE	2,559.99	PAYROLL	9,453.49
DELANEY'S PC REPAIR & RECYCLE	137.50	PAYROLL	9,415.44
EFTPS	2,656.49	POSTMASTER	900.00
EFTPS	2,652.94	ROCKIN ON THE RIVER	600.00
ENERGY ECONOMICS INC	886.44	SIMECA	78,378.31
FIRST SUPPLY LLC-DUBUQUE	459.98	STATE OF IA	1,082.00
FLETCHER-REINHARDT CO	696.83	STUART C IRBY CO	75.44
GASSER FARM & HARDWARE LLC	260.66	TREASURER STATE OF IOWA	6,576.44
GLOBAL ONE MANUFACTURING, INC	32.32	USD!	36,388.26
GORDON FLESCH COMPANY	119.47	VISA	1,108.37
GORDON FLESCH COMPANY	92.29	WEBER CONSTRUCTION	8,193.99
GROEBNER & ASSOCIATES INC	6,692.09	WELLMARK BC BS OF IOWA	4,497.01
INFRASTRUCTURE TECHNOLOGY SOLU	155.00	<b>Total</b>	<b>243,250.57</b>

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Secretary, Shontele Orr

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Chairman, Barb Gross



**CLAIMS REPORT**  
Vendor Checks: 6/16/2023- 6/26/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
06302023	A. HERNANDEZ	PAVILION DEPOSIT REFUND		50.00		
0232842-IN	ACCO	POOL LIQUID CHLORINE	2,038.00			
0233166-IN	ACCO	POOL GUAGE PRESS TEMP	110.01	2,148.01		
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
2176740148	AT&T	AT&T ONE NET SERVICE 060123		42.92		
2021 AUDIT	AUDITOR STATE OF IOWA	2021 AUDIT FEES	425.00			
2022 AUDIT	AUDITOR STATE OF IOWA	2022 AUDIT FEES	425.00	850.00		
1587	BROTHERS MARKET INC	POOL CONC:BOMB POP /FUN POPS	30.81			
4001	BROTHERS MARKET INC	POOL FUN NIGHT:MEAT & BOMB POP	98.90	129.71		
06302023	CALLAHAN CONSTRUCTION INC	TIF PAYMENT		38,849.03		
160733	CASCADE LUMBER CO	NUMBER 3"	4.59			
822535	CASCADE LUMBER CO	POOL:NOZZLE & FLEX HOSE	57.48			
823365	CASCADE LUMBER CO	SIDE WALL BRACKETS/NOZZLE	17.27			
825590	CASCADE LUMBER CO	GARAGE DOOR SENSORS	92.49			
826185	CASCADE LUMBER CO	30 PACK AA BATTERIES:CLOCK	19.99	191.82		
06302023	CENTRO, INC	CENTRO JULY 2023 PAYMENT		460.86		
1902664	CITY LAUNDERING CO	UNIFORMS/SUPPLIES		176.82		
7218	CITY OF DUBUQUE	SWIMMING POOL INSPECTION FEES	333.00			
7230	CITY OF DUBUQUE	WATER TESTS	66.00	399.00		
217041	CJ COOPER & ASSOCIATES	LAB WORK		45.00		
06302023	DOLEZAL, TRAVIS	GYM KEY REFUND-T. DOLEZAL		150.00		
182709	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT:CHECK/INSPECTIONS	61.40			
182710	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT:CHCCK/INSPECTION	46.00			
182711	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT: CHECK/INSPECTION	20.50			
182713	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT CHECK/INSPECTION	143.00			
182715	DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER CHECK/INSPEC	685.80			
182717	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT:CHECK/INSPECTIONS	37.00			
182718	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT:CHECK/INSPECTIONS	26.00			
182722	DUBUQUE FIRE EQUIPMENT INC	FIRE EXP:CHECK/INSPECTIONS	151.00			
182723	DUBUQUE FIRE EQUIPMENT INC	FIRE EXT:CEHCK/INSPECTION	26.00	1,196.70		
IVC0000022013	ECTIA	1ST INSTALLMENT DUE 7/1/2023		703.87		
061923	GEHL LAWN SERVICE	SPRAYING DIKE/SEWER PLANT/STRE		725.00		
06302023	GOERDT KATHY	MILEAGE REIMB FOR ECTIA MEETING		31.25		
IN14239218	GORDON FLESCH COMPANY INC	1/2 PRINTER/COPIER SERVICE		92.30		
6498595	HAWKINS INC	CHLORINE CYLINDERS		40.00		
61123	HOMETOWN ENGRAVING	ENGRAVING PLAQUE FOR LIBRARY		18.00		
06202023	HOSCH INTERIORS	NEW CARPET AND INSTALLATION		2,929.30		
062023	IMFOA	CLERK MEMBERSHIP & CLERKNET		50.00		
19981	INSURANCE ASSOCIATES INC	STEVE HERRINGTON POOL CERT ADD		50.00		
099289	IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/23-6/30/24	1,745.00			
2023ANNUALCONF	IOWA LEAGUE OF CITIES	23 ANNUAL CONFERENCE REGISTRAT	460.00	2,205.00		
SEPT23FALLCONFERENCE	IOWA RURAL WATER ASSOC	IA RURAL WATER FALL CONFERENCE		680.00		
PR20230608	IRS W/H	FED/FICA TAX		7,560.07	14016107	6/16/23
2306079-IN	J&R SUPPLY INC	GASKET 45 ELL & 22.5 ELL		60.00		
06302023	KELLY EIGENBERGER	SWIM POOL LESSON REIMBURSEMENT		45.00		
00136077	KOTTER LISA	POOL CONCESSION REIMBURSEMENT	98.91			
JUNE 2023	KOTTER LISA	JUNE 23 REIMBURSEMENT/MILEAGE	143.42	242.33		
20331655	LIME ROCK SPRINGS CO	POOL CONCESSIONS	193.27			
20332350	LIME ROCK SPRINGS CO	POOL CONCESSIONS	56.44			
20332442	LIME ROCK SPRINGS CO	POOL CONCESSIONS	18.69	268.40		
208835	LYNCH DALLAS P.C.	CITY ADMIN:CODIFICATION/NUISAN	330.00			
208836	LYNCH DALLAS P.C.	ADMIN:SETBACK & LOT SPLITS	594.00			
208837	LYNCH DALLAS P.C.	CITY ADMIN:VACANT BLDG	115.50			
208838	LYNCH DALLAS P.C.	ADMIN:ANIMAL ORDINANCE	333.50	1,373.00		

**CLAIMS REPORT**  
Vendor Checks: 6/16/2023- 6/26/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
060823	MAQUOKETA VALLEY COOP	STREET LIGHTS		157.77		
06302023	MARK MANTERNACH	PAVILION DEPOSIT REFUND		50.00		
23 1438	MCALLISTER ELECTRIC SVC INC	ELECTRICAL:RELOCATE BUTTON SLI		544.68		
75731	MERCY FAMILY PHARMACY	GLUCOSE AND LANCETS		104.29		
2805	MIDWEST PATCH	SIGNS & DETOUR BARRICADES		601.00		
PR20230608	MISSION SQUARE RETIRE-#303939	ICMA		1,183.19	65054	6/16/23
MMI51865	MODERN MARKETING INC	POLICE BRACELETS		1,221.05		
560010	MYERS-COX	POOL CONCESSIONS	350.99			
560590	MYERS-COX	POOL CONCESSIONS	1,195.73	1,546.72		
85624	OPENING SPECIALIST	CLOSER, HCUSH ARM ONLY		312.30		
JUNE2023	ORR SHONTELE	POOL PARTY CONCESSION		33.87		
06302023	PREMIUM PLANT SERVICES INC	TAX REIMBURSEMENT/JOBS		26,537.56		
06302023	PUCCIO, JANE	PAVILION DEPOSIT REFUND		50.00		
23-REIFF JULY	JOE OR PEG REIFF	LEASE PAYMNET JULY 23		500.00		
23-427-02	RICCHIO INCORPORATED	POOL SLIDE:FINAL PAYMENT		12,338.00		
JUNE2023	SCHNEIDER GEOSPATIAL LLC	1/2 GIS CONSULTING		1,752.00		
288233585	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	206.87			
288321369	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	141.40			
445819844	SCHWAN'S HOME SERVICE	POOL CONCESSIONS	131.91	480.18		
06302023	SMART COMMUNICATION SYSTEM LLC	5TH YEAR TIF PAYMENT		3,981.00		
06092023	UNITYPOINT HEALTH	QUARTERLY DRUG EXCHANGE		155.00		
231630011946	WELLMARK BC/BS OF IA	JULY 2023 PREMIUMS		8,254.89		
		Accounts Payable Total		121,566.89		
		Invoices: Paid		8,743.26		
		Invoices: Scheduled		112,823.63		
		Payroll Checks		27,005.54		
		Report Total		148,572.43		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	56,062.68
016	PARTIAL SELF-FUND	
110	ROAD USE TAX	5,486.96
125	TAX INCREMENT FINANCING	69,828.45
370	LIBRARY CAPITAL PROJECT	99.00
600	WATER	8,148.50
610	SEWER	8,946.84
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	TOTAL FUNDS	148,572.43



CITY OF  
CASCADE



## June 26, 2023 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Amy Ludwig Thank You**

**Amy will be in attendance on invitation by me. We would like to take the opportunity to thank her for her years of service to the Library Board since 2011.**



## **June 26, 2023 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Oak Hill Park**

**As the City Council knows the Park Board prioritized the Dog Park for the upcoming fiscal year's project. There is also interest in creating playground space in the Oak Hill Park area. This land is on the Southwest side of Oak Hill and was donated by Mike Beck. The Park Board met last Monday as there is an opportunity to receive a 50% discount on playground equipment from one of the manufacturers. The timeline for the opportunity is that equipment with the main pieces, equaling at least \$100,000, must be selected by June 30. The City would then have until mid-September to determine if we can afford to order the equipment. If we do not there is no obligation.**

**The Park Board's selection for equipment is included in the packet and equals approximately \$106,000 so half would be \$53,000. There would also be some costs of site preparation, matting materials and a small parking area or walkway to the site. The intent would be to place the equipment on the far east side of the park.**

**There are hopes of additional amenities at the park but the Park Board thinks a phased approach has the best chance of success. Future ideas might be a walking trail, pavilion, recreational space for sports.**

**The subdivision has 4-6 people willing to work on a fundraising committee. I plan to have a letter sent this week to the residents of Oak Hill subdivision from the Board informing them of this idea. They will be advised that a fundraising committee is organized and an invitation to the next Park Board meeting if they have any questions or ideas.**

**This is for discussion only and looking for any feedback from the Council to the Board.**

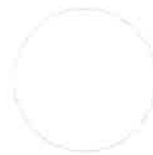
# Proposed



Pink Dots City Owned Park Land  
Yellow Box Playground Area

[Home](#) / [Products](#) / [Structures](#) / [Player's Park](#)

## Player's Park (10-148390)



## Product Information

Play System



## Color Palette

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[View All](#)

[[https://www.playandpark.com/uploads/color-options/2020\\_PlayandPark\\_Color\\_Palettes.jpg](https://www.playandpark.com/uploads/color-options/2020_PlayandPark_Color_Palettes.jpg)]

### Age

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**5-12**

### Space Required

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**45' 0" x 28' 0"**

### Capacity

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**45-55**

### Critical Fall Height

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**8'**

### Weight

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**4346 lbs**

### Price

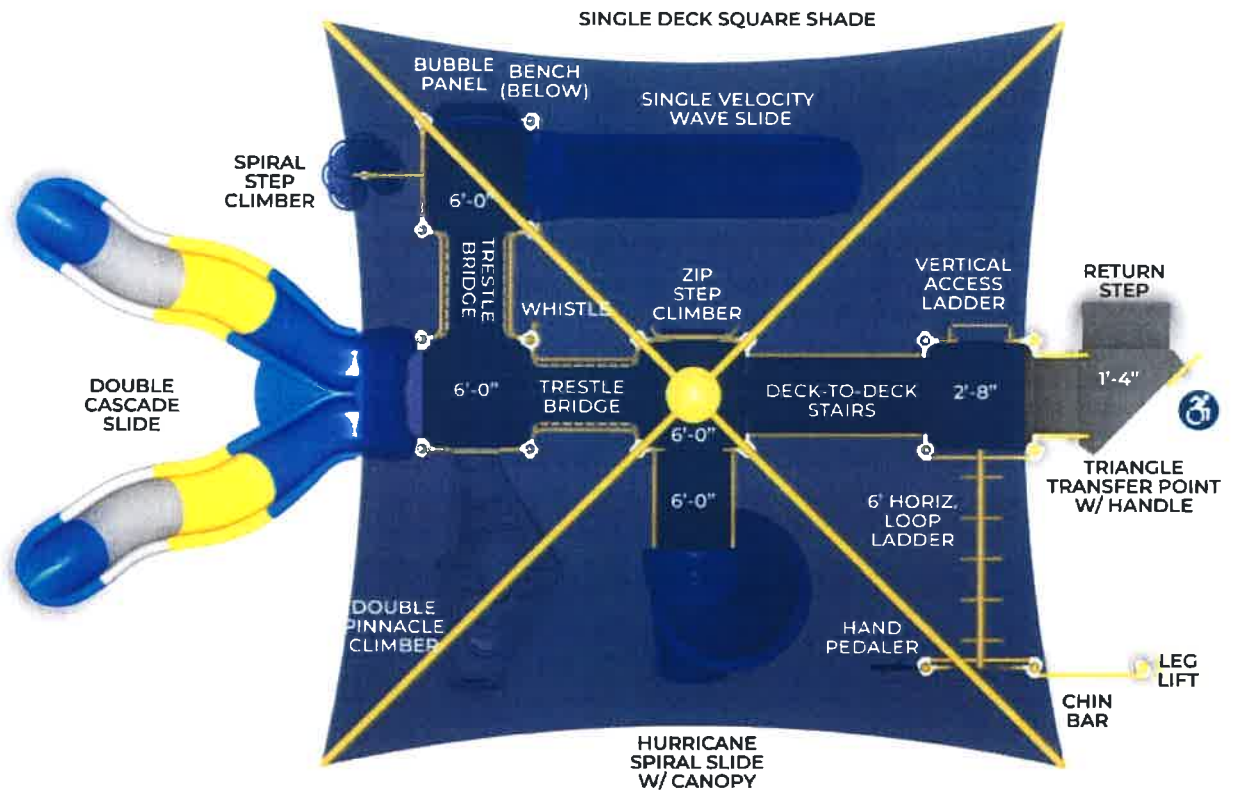
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**\$89,819**

\*Prices shown in U.S. Dollar and may vary based upon configurations. Pricing does not include freight, sales tax, surfacing or installation costs. Please contact your local Recreation Consultant for more information.



# Top View



## Related Products

Freestanding

[Home](#) / [Products](#) / [Structures](#) / [Regal](#)

## Regal (10-130096)



## Product Information

## Play System

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## Color Palette

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[View All](#)

[\[https://www.playandpark.com/uploads/color-options/2020\\_PlayandPark\\_Color\\_Palettes.jpg\]](https://www.playandpark.com/uploads/color-options/2020_PlayandPark_Color_Palettes.jpg)

## Age

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**2-5**

## Space Required

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**25' 4" x 24' 5"**

## Capacity

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**10-15**

## Critical Fall Height

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**2' 8"**

## Weight

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**787 lbs**

## Price

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**\$14,618**

\*Prices shown in U.S. Dollar and may vary based upon configurations. Pricing does not include freight, sales tax, surfacing or installation costs. Please contact your local Recreation Consultant for more information.

## Featured Components



**DuraMax Apex Climbing Attachment**  
[</products/components/apex-climbing-attachment>]

Home [ / ] / Products [ /products ] / Freestanding [ /products/freestanding ] / 2 3/8" Painted 10' Tripod Swing

## 2 3/8" Painted 10' Tripod Swing (P68027)



### Product Information

Pricing below is for upright posts and swing beam only. Swings are sold separately.

#### Color Options

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[View All](#)

[\[https://www.playandpark.com/uploads/color-options/2019\\_PPS\\_Color\\_Option.pdf\]](https://www.playandpark.com/uploads/color-options/2019_PPS_Color_Option.pdf)

#### Ages

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**2-5**

**5-12**

**Weight**

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**330 lbs**

**Price**

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**\$1,773**

\*Prices shown in U.S. Dollar and may vary based upon configurations. Pricing does not include freight, sales tax, surfacing or installation costs. Please contact your local Recreation Consultant for more information.

## Top View

## Downloads



[\[https://www.playandpark.com/uploads/general/P68027.dwg\]](https://www.playandpark.com/uploads/general/P68027.dwg)

## CAD File

Download [\[https://www.playandpark.com/uploads/general/P68027.dwg\]](https://www.playandpark.com/uploads/general/P68027.dwg)



[\[https://www.playandpark.com/uploads/general/P68027add.dwg\]](https://www.playandpark.com/uploads/general/P68027add.dwg)



## June 26, 2023 Agenda

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

**From: Lisa Kotter, City Administrator**

**Date: June 24, 2023**

**Re: Statewide Community Video Contest**

The City and Chamber worked together to create a community video that is entered into a statewide contest through the Iowa Economic Development Association. The theme was how do you promote your small businesses. We will show the video at the meeting or the link on our City YouTube channel is below.

To get to the finals we need to have 500 FaceBook votes between Monday, June 26 at 9am and Thursday, June 29 at 5pm. If we get 500 votes we are in the finals. The finalists are all sent an assignment from IEDA on July 6 that is due July 14 that deals with promoting our community. The final winner, selected by a panel of judges, gets a free personalized building mural from a professional painter. And more importantly great publicity for Cascade throughout the state. We will share the link Monday morning on FB and each FB account can vote once per 24-hour period for four days.

Thanks to Hailey Rausch for the creation of the video with our team pictures and videos.

<https://www.youtube.com/watch?v=tdpkmyFupt0>



## June 26, 2023 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Chamber Presentation-Joint Position**

As you are aware, Hailey Rausch, Chamber Director, attended the last meeting to discuss an idea to join forces and create a full-time, co-funded position. If this position came to fruition, the Chamber Board has approved providing the City with funding in their budget for the portion of the original Chamber Director they funded and the marketing dollars which equals \$19,000. In addition, the proposal includes the City not providing the Chamber the \$8,000 that was provided in FY23. Therefore, the total contribution from those revenue sources is \$27,000. The funding that will come from the current TV18 Public Access Channel budget is \$20,349. The Chamber and Public Access funding totals \$46,349.

During the discussion that took place last time the idea was initiated that some funds be taken from the amount that the City contributes to the Cascade Economic Development Corporation. This is due to the type of work included in the position. The maximum amount mentioned was \$10,000 of the \$20,000 contributed each year for the past 7 years, a total of \$140,000. While this is not the only expense incurred by the CEDC, the contribution seems to be attributed to the Part Time role taken on by ECIA staff. The CEDC pays \$20,000 for that service annually, while the value of the agreement is shown as \$25,000. The difference of \$5,000 is stated as a contribution from ECIA. The CEDC and ECIA’s annual contract is considered for renewal each July by the CEDC Board. The agreement has an addendum which lists the duties that ECIA shall perform for the CEDC. This contract and addendum are included in the packet.

In addition, the City has had a long standing relationship with ECIA as we belong to the COG of Central Unit of Government organized by ECIA. A council of governments (COG), also sometimes called a regional council, is a type of regional planning body that exists throughout the country. A COG is an association that consists of elected public officials who come from the major local governments within an urban or metropolitan area to work together on regional topics. I have included the list of funding we have provided to ECIA dating back to January 2014 when our g-Works software began. In review, we have paid our annual membership dues and hired them for other things such as pool fundraising, re-codification, housing study, grant writing, Keep Iowa Beautiful Match, and most recently building inspection services. These items would be in addition to the seven annual contracts with the CEDC. The CEDC Board met last week and discussed the idea. While they see value in the position, they do not believe that they will generate much benefit from the position. Therefore, their request is to contribute, or only be reduced by the City by \$2,500 per year for two years. In the update from their Board meeting last week, it was also stated that the CEDC Board is not interested in making any adjustments to the work completed by ECIA as might be impacted by



**a new position.**

**The discussion has been that the new position duties would include Chamber duties (most recently that expectation has been for 15 hours per week), and marketing, promotion, volunteerism, support in economic development, promotion of the downtown and business development and more. The funding for the Public Access Channel is currently 24 hours per week. Again, as discussed last time, this joint position was recommended by our Downtown Assessment team that visited in January as a way to strengthen the assets we have in Cascade. This is again for discussion only at this meeting. We can list it for possible action at the next meeting on July 10 or beyond if Council desires.**

**VENDOR SUMMARY**

<b>Vendor#</b>	<b>216</b>	<b>CASCADE ECONOMIC DEVELOPMENT</b>	<b>Phone</b>
Alpha ID	CASCADE ECONOMIC DEVEL	PO BOX 695	Last Inv# 01202023
Contact:			Last Inv Dt 2/13/23
FAX	CASCADE IA		Last Payment 20,000.00
Cell	52033		Last Pmt Date 2/13/23
			Last Check # 64825
			Purchases YTD 20,000.00
			Purchases LYR
			Purchases 2YR 20,000.00
			On Order Bal
			Balance

Inv Date	Invoice #	St	Reference	Invoice Amt	Unpaid	Check #	Check Dt
8/04/16	08042016	P	PART TIME DIRECTOR	20,000.00		59252	8/09/16
11/21/17	11142017	P	PART TIME DIRECTOR	20,000.00		60526	11/21/17
5/22/18	05222016	P	LOT 6 CASCADE INDUSTRIAL PARK	1.00		61004	5/22/18
10/03/18	10032018	P	PART TIME DIRECTOR	20,000.00		61398	10/09/18
4/03/20	040320	P	PART TIME DIRECTOR	20,000.00		62845	4/14/20
10/09/20	100920	P	PART TIME DIRECTOR	20,000.00		63359	10/13/20
10/04/21	100421	P	PART TIME DIRECTOR	20,000.00		64106	10/13/21
2/13/23	01202023	P	ECIA PART TIME DIRECTOR	20,000.00		64825	2/13/23

**VENDOR SUMMARY**

<b>Vendor#</b>	<b>34</b>	<b>ECIA</b>	<b>Phone (563)556-4166</b>
Alpha ID ECIA	7600 COMMERCE PARK	Last Inv#	IVC0000022013
Contact:		Last Inv Dt	6/26/23
FAX	DUBUQUE, IA	Last Payment	703.87
Cell	52002	Last Pmt Date	6/27/23
		Last Check #	6543
		Purchases YTD	1,498.62
		Purchases LYR	2,905.52
		Purchases 2YR	2,687.45
		On Order Bal	
		Balance	

Inv Date	Invoice #	St	Reference	Invoice Amt	Unpaid	Check #	Check Dt
1/13/14	11253	P	2ND 1/2 FY14	442.59		56593	1/14/14
6/05/14	000012366	P	FY 15 MEMBERSHIP DUES	928.37		57027	6/09/14
10/14/14	10142014	P	POOL FUND RAISING SERVICES	5,000.00		57491	10/14/14
12/02/14	12906	P	FALL CLERKS MTG	12.00		57599	12/09/14
6/03/15	13348	P	SPRING CLERKS MTG	12.00		58116	6/09/15
7/07/15	13454	P	FY16 MEMBERSHIP DUES	971.55		58209	7/14/15
8/06/15	IVC13566	P	BUILDING INSPECTIONS	991.83		58308	8/11/15
12/07/15	13897	P	FALL REGIONAL CLERK MTG/HARTKE	12.00		58624	12/15/15
6/08/16	14306	P	SPRING CLERKS MTG	12.00		59087	6/14/16
7/07/16	14362	P	FY17 DUES	1,014.73		59170	7/12/16
11/09/16	14776	P	ANNEXATION STUDY	2,014.50		59508	11/15/16
12/06/16	IVC14858	P	ANNEXATION STUDY-FINAL PMT	1,985.50		59594	12/13/16
4/05/17	15123	P	ORDINANCE CODIFICATION - 1HR	79.00		59877	4/11/17
5/03/17	15186	P	ORDINANCE CODIFICATION-20.5HRS	1,619.50		59939	5/09/17
6/06/17	15262	P	CODIFICATION-3HRS	237.00		60029	6/13/17
7/07/17	15325	P	CODIFICATION-10 HRS	790.00		60123	7/11/17
7/07/17	15377	P	KEEP IA BEAUTIFUL MATCH	1,500.00		60123	7/11/17
7/07/17	15440	P	FY18 MEMBERSHIP DUES	1,057.91		60123	7/11/17
8/08/17	15534	P	CODIFICATION-15 HRS	1,224.50		60233	8/15/17
9/06/17	15627	P	CODIFICATION-8 HRS	648.00		60321	9/12/17
10/05/17	15708	P	CODIFICATION-2HRS	162.00		60395	10/10/17
11/06/17	15779	P	CODIFICATION-1HR	81.00		60481	11/14/17
11/13/17	15865	P	CODIFICATION-2HRS	162.00		60481	11/14/17
3/07/18	IVC16067	P	CODIFICATION 1.5 HRS	121.50		60815	3/13/18
7/05/18	16399	P	FY19 MEMBERSHIP DUES	1,101.09		61127	7/10/18
9/06/18	16659	P	KEEP IOWA BEAUTIFUL MATCH	1,500.00		61324	9/10/18
11/05/18	16796	P	HOUSING NEEDS ASSESSMENT	170.00		61500	11/13/18
12/10/18	16891	P	HOUSING NEEDS ASSESSEMENT	5,830.00		61592	12/11/18
7/02/19	IVC17505	P	FY20 MEMBERSHIP DUES	1,144.27		62137	7/09/19
8/06/19	17567	P	KEEP IOWA BEAUTIFUL MATCH	1,500.00		62252	8/13/19
7/07/20	18644	P	FY21 MEMBERSHIP DUES	1,187.45		63109	7/14/20
7/07/20	18726	P	KEEP IOWA BEAUTIFUL MATCH	1,500.00		63109	7/14/20
7/02/21	19781	P	FY22 MEMBERSHIP	1,187.45		63932	7/13/21
8/03/21	19993	P	FY22 KEEP IA BEAUTIFUL MATCH	1,500.00		63993	8/10/21
2/03/22	IVC20491	P	CODIFICATION DOCUMENT	45.50		64295	2/17/22
5/05/22	IVC20736	P	CATALYST GRANT SVC	1,500.00		64384	5/10/22
7/01/22	IVC20896	P	FY23 MEMBERSHIP	1,360.02		64480	7/12/22
4/11/23	IVC00021761	P	INSPECTION SERVICE:C ELSKAMP	227.50		6271	4/11/23
5/09/23	IVC000021836	P	INSPECTION	279.75		6351	5/09/23
6/13/23	IVC000021925	P	INSPECTION 301 1ST AVE W	287.50		6463	6/13/23
6/26/23	IVC0000022013	P	1ST INSTALLMENT DUE 7/1/2023	703.87		6543	6/27/23

**AGREEMENT FOR SERVICES  
BETWEEN  
CASCADE ECONOMIC DEVELOPMENT CORPORATION  
AND  
THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

This Agreement ("Agreement"), by and between the East Central Intergovernmental Association ("ECIA") and the Cascade Economic Development Corporation, ("CEDC") requesting ECIA's assistance and technical services in connection with a part-time Economic and Community Development Specialist, is entered into on the 27nd day of July 2022.

**SECTION 1. Scope of Services**

ECIA will provide and perform the necessary services set forth in the Scope of Services (Attachment A) and to perform professional work in economic development related activities, on behalf of CEDC's economic development initiatives. If the scope of services exceeds those services listed in Attachment A for any reason, and ECIA (collectively the "Parties") will adjust the project cost to a cost that is mutually agreed upon by the Parties. The ECIA staff assigned to this contract agree to meet monthly throughout the contract year with the CEDC Board to review progress and performance on the activities listed in the Scope of Services (Attachment A).

**SECTION 2. Time of Performance**

ECIA will commence performance under this Agreement upon execution of this Agreement by the Parties beginning August 1, 2022 through July 31, 2023. The time required for performance is anticipated to be twelve (12) months from the date of execution of this Agreement. The agreement can be extended upon mutual agreement by both parties.

**SECTION 3. Method of Payment and Hours Worked**

Total payment for services under this Agreement will not exceed twenty thousand dollars (\$20,000). ECIA will match the contract with \$5,000 of staff time from internal resources for a total of \$25,000. ECIA staff will work no more than 15 hours per week on Cascade Economic Development activities. The \$20,000 will be paid in 12 equal installments. The amount of each monthly invoice will be one thousand six hundred and sixty-six dollars (\$1,666) for eleven months with the final payment of one thousand six hundred and seventy-four dollars (\$1,674). ECIA will invoice CEDC on the last business day of each month beginning the month the contract is executed for services rendered during that calendar month. Payment is due upon receipt of each invoice. The number of hours per week are expected to fluctuate depending on the special events, project due dates, business visits, required meetings, etc.

#### **SECTION 4. Personnel**

ECIA represents that it currently employs or will acquire as needed during the performance of this Agreement, all personnel necessary for the timely and successful performance of this Agreement. The personnel, whether existing or newly acquired, are ECIA employees and will remain ECIA employees regardless of any work or services such employees perform in connection with the project.

#### **SECTION 5. Property**

ECIA is responsible to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this Agreement.

#### **SECTION 6. Termination by Cascade Economic Development Corporation**

6.1. The Cascade Economic Development Corporation may, by thirty (30) days written notice to ECIA, terminate this Agreement in whole or in part at any time and for any reason. Upon receipt of such notice, ECIA will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) within thirty (30) calendar days deliver to CEDC all data, files, and any other grant materials related to the project and ECIA's performance of this Agreement.

6.2. Notwithstanding the above, ECIA will not be relieved of liability to Cascade Economic Development Corporation for damages sustained by Cascade Economic Development Corporation arising from any breach by ECIA of this Agreement. If any such damages are sustained, CEDC may withhold any and all payments to ECIA until such time as the exact amount of damages due to CEDC from ECIA is determined.

6.3. If CEDC elects to terminate this Agreement, ECIA will be paid the amount due and owing up to and including the date of completion. If the date of termination does not fall on the last business day of a month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

6.4. Upon receipt of written notice of termination from CEDC, ECIA will have ten (10) days to cure any breach cited by CEDC in its notice of termination to the satisfaction of CEDC in its sole discretion. If CEDC deems any such breach cured, it must notify ECIA in writing that ECIA's efforts to cure are acceptable and that performance under this Agreement will continue.

#### **SECTION 7. Termination by ECIA**

ECIA may terminate this Agreement by thirty (30) days written notice to the Cascade Economic Development Corporation for the following reasons:

1. Both parties agree a continuation of this Agreement will not be in the best interests of CEDC.

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

## **SECTION 8. Political Activity**

No portion of CEDC's payment to ECIA may be used for any partisan political activity or to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

## **SECTION 9. Miscellaneous**

9.1. **Force Majeure.** In the event that ECIA is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous condition, fire, weather, or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of ECIA, then performance of any such act will be extended for a period equivalent to the period of such delay.

9.2. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements.

9.3. **Modifications.** This Agreement may not be modified, except in writing, signed by ECIA and CEDC.

9.4. **Applicable Law and Venue.** This Agreement is governed by the laws of the State of Iowa and venue for any action with respect to this Agreement is the District Court of Dubuque County, Iowa.

9.5. **Authority.** CEDC and ECIA represent that each, respectively, has full right, power and authority to execute this Agreement.

9.6. **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

9.7. **Consent or Approval.** In any case where the approval or consent of CEDC or ECIA is required or requested under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.

9.8. **Notices.** All notices and correspondence related to this Agreement shall be sent to the following:

ECIA: East Central Intergovernmental Association  
Kelley H. Deutmeyer, Executive Director  
7600 Commerce Park, Dubuque, Iowa 52002

Holly McPherson, Director of Human Resources & Program  
Development  
7600 Commerce Park  
Dubuque, Iowa 52002

Cascade Economic Development Corporation:

Brad W. Ludwig  
President, CEDC  
Cascade, Iowa 52033

**Cascade Economic Development  
Corporation**

**East Central Intergovernmental  
Association**

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

**Brad W. Ludwig  
President, CEDC  
Cascade, Iowa 52033**

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

**Beth Bonz  
ECIA Chairperson**

**Attest:**

**Attest:**

\_\_\_\_\_  
**Nick Callahan, Secretary**

\_\_\_\_\_  
**Kelley H. Deutmeyer, Executive Director**

**ATTACHMENT A - SCOPE OF SERVICES**  
**CASCADE ECONOMIC DEVELOPMENT CORPORATION (CEDC)**

The purpose of this Agreement is to provide a list of services that lead to the ongoing work of the Cascade Economic Development Corporation (CEDC) and the ECIA Economic Development staff assigned to the project. ECIA staff will perform the work as outlined in the following scope with oversight from the ECIA Executive Director.

**ECIA Economic Development Responsibilities with the following staff assigned to the project: Matt Specht, Manager of Economic Development, designated lead for the project with support from Holly McPherson, Regional Economic Development and Sustainability Coordinator and Kelley Deutmeyer, ECIA Executive Director.**

**General Management Activities**

- Develop and assist CEDC Board in implementing a comprehensive economic and community development strategy including defining mission, vision, goals, objectives, strengths, weaknesses, measurements for success, and strategies for future development.
- Coordinate economic and community development efforts and report to the CEDC Board on activities and partnership efforts with organizations such as Prosperity Eastern Iowa (PEI), Jones County Economic Development (JCED), Greater Dubuque Development Corporation (GDDC), Cascade Chamber of Commerce, Maquoketa Valley REC, Iowa State University Extension, utility organizations, and other organizations related to community and economic development.
- Prepare agenda, meeting materials, and attend all CEDC Board and planning meetings.
- Provide monthly status report to CEDC board including list of completed activities and current work in progress.

**Marketing Materials**

- Assist in developing CEDC specific marketing materials including printed and on-line materials and press releases. (Printing costs are and additional cost beyond the scope of work).
- Assist in developing and maintaining a CEDC website by providing content for the web site development, overseeing the website development and regularly updating website after it goes live. (Cost of actual web site development is additional expense beyond contract. ECIA can assist in providing content but not in actual development without adding cost to this scope of work.)

**Business and Community Development Activities**

- Assist businesses and representative organizations with financing options, State grant applications, and development related programs.
- Collaborate and partner with the Cascade Chamber on downtown redevelopment strategies and initiatives including researching development strategies and downtown development programs and best practices.



- Collaborate with regional partners such as PEI, JCED, Iowa Workforce Development(IWD), Iowa State University Extension, Kirkwood Community College and Northeast Iowa Community College, and Cascade High School to further develop and support post-secondary enrollment options at the high school to address educational and training needs of area employers.
- Explore, research, and identify appropriate grant opportunities and external funding sources targeted at priorities and consistent with mission and goals for CEDC and write, package, and submit up to four grant proposals annually targeting CEDC priorities. (Grant proposals beyond 4 per year will be priced individually by grant and are beyond this contract.)

#### **Business Retention, General Marketing and Outreach Activities**

- Conduct Business Retention and Expansion visits with existing service, retail and downtown businesses to identify issues and opportunities, retain employers, and to develop creative solutions to retain businesses in the community.
- Provide information and follow-up assistance to service, retail and downtown businesses in response to data and information collected in the Business Retention and Expansion visits.
- Conduct general marketing and outreach activities as needed.
- Update the State of Iowa Location One Information System (LOIS) database as needed.

#### **Project Costs**

- The Project will take place in Fiscal Years 2022/23 beginning August 1, 2022 and ending July 31, 2023.
- Total Project Cost is \$20,000 from Cascade Economic Development Corporation (CEDC) over 12 months billed as outlined in the contract with \$5,000 in match from ECIA. ECIA staff will work no more than 15 hours per week on this contract.



## **June 26, 2023 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Our Town Commercial**

KCRG will be in Cascade this summer creation commercials for sponsoring businesses that will air the week of August 14-18 when they feature Cascade on their Our Town series. They will be live on Friday August 18 as we kick off Hometown Days.

I am requesting Council support to be a sponsor and split it with CMU. Attached are the costs of the promotion. My proposal is the City and CMU be a Tier 2 sponsor as the top four corporate sponsors spots are taken.

See the attached proposal that is being presented to area businesses.



# "Our Town" Summer Series

Cascade: August 14<sup>th</sup> – 20<sup>th</sup>, 2023



# KCRG-TV9 OUR TOWN

- KCRG-TV9 is celebrating its 33<sup>rd</sup> year of “Our Town” coverage
- KCRG-TV9 will visit communities across Eastern Iowa from June 5<sup>th</sup> through August 20<sup>th</sup>
- Coverage to include feature stories, live interviews and live weather
  - Mon – Fri during the 6pm Newscast (highest viewed newscast)
  - Reporting live on location Monday night – Joe Winters
  - Stories will be replayed during other newscasts
- All stories posted to the “Our Town” page on [kcrg.com](http://kcrg.com)
- 4x corporate sponsors available per city
  - Industry Exclusive



# 2023 City List

## 2023 Cities

- Coralville: June 5 – 9
- Edgewood: June 19 – 23
- Fairfax: July 10 – 14
- Washington: July 17 – 21
- Waukon: July 31 – Aug 4
- ★ • **Cascade: Aug 14 – 18**



# KCRG-TV9 OUR TOWN

## Corporate Sponsor (4x per city)

- 1) Receive 2x :30 commercials adjacent to 6pm News "Our Town" story Mon-Fri
  - KCRG = 45,200 Households
  - KWVL = 32,700 Households
  - KGAN = 7,700 Households
- 2) Receive 3x :30 commercials adjacent to story in 6am News "Our Town" story
- 3) Receive 5x :30 commercials adjacent to story in 4pm News "Our Town" story
- 4) Receive 4x :30 commercials adjacent to story in Midday News "Our Town" story

- **Stories air in top evening newscast...**

Source: comScore, Feb 2023



Series	Station/Network	Market	Day Of Week	Time	Rtg	Households
KCRG-TV9 News at 6	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	06:00 PM	15.7	45,254
KCRG-TV9 News at 6 Saturday	KCRG (ABC)	Cedar Rapids, IA	S	06:00 PM	12.3	35,447
KCRG-TV9 News at 5	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	05:00 PM	11.9	34,337
KCRG-TV9 Saturday Morning News at 8	KCRG (ABC)	Cedar Rapids, IA	S	08:00 AM	11.6	33,519
KWWL News at Six	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F, S	06:00 PM	11.4	32,753
KCRG-TV9 Morning News	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	06:00 AM	10.6	30,617
KWWL News at Five	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F, U	05:00 PM	9.9	28,392
KCRG-TV9 News at 10 Sunday	KCRG (ABC)	Cedar Rapids, IA	U	10:00 PM	9.6	27,771
KCRG-TV9 Sunday Morning News at 8	KCRG (ABC)	Cedar Rapids, IA	U	08:00 AM	8.8	25,237
KCRG-TV9 News at 10 Saturday	KCRG (ABC)	Cedar Rapids, IA	S	10:04 PM	8.4	24,067
KCRG-TV9 News at Midday	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	11:00 AM	8.2	23,739
KCRG-TV9 News at 5:30	KCRG (ABC)	Cedar Rapids, IA	U	05:30 PM	8.1	23,322
KCRG-TV9 Saturday Morning News at 6	KCRG (ABC)	Cedar Rapids, IA	S	06:00 AM	8.0	23,170
KWWL News at Ten	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F, S, U	10:00 PM	8.0	23,108
KWWL News at Noon	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F	12:00 PM	6.7	19,349
KCRG-TV9 News at 10	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	01:37 AM	6.6	18,934
KCRG-TV9 Early Morning News	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	05:00 AM	6.1	17,488
Today in Iowa at Six	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F	06:00 AM	6.1	17,439
KCRG-TV9 News First at Four	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	04:00 PM	5.9	17,042
KWWL Early Today in Iowa Weekend	KWWL (NBC)	Cedar Rapids, IA	S	07:30 AM	5.9	16,956
KCRG-TV9 Sunday Morning News at 6	KCRG (ABC)	Cedar Rapids, IA	U	06:00 AM	5.1	14,808
KWWL Today in Iowa	KWWL (NBC)	Cedar Rapids, IA	S, U	06:00 AM	4.8	13,812
Iowa's News Now At 9	QGAN (FOX)	Cedar Rapids, IA	M, T, W, R, F, S, U	09:00 PM	4.0	11,371
Iowa's News Now At Noon	KGAN (CBS)	Cedar Rapids, IA	M, T, W, R, F	12:00 PM	3.6	10,310
Iowa's News Now At 10	KGAN (CBS)	Cedar Rapids, IA	M, T, W, R, F, S, U	10:00 PM	3.5	9,933
Today in Iowa at Five	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F	05:00 AM	3.4	9,827
KCRG-TV9 First News	KCRG (ABC)	Cedar Rapids, IA	M, T, W, R, F	04:30 AM	3.2	9,109
Iowa's News Now At 6	KGAN (CBS)	Cedar Rapids, IA	M, T, W, R, F, S	06:00 PM	2.7	7,746
Iowa's News Now At 5	KGAN (CBS)	Cedar Rapids, IA	M, T, W, R, F	05:00 PM	2.7	7,647
The Steele Report	KWWL (NBC)	Cedar Rapids, IA	U	10:00 AM	2.6	7,627
Early Today in Iowa	KWWL (NBC)	Cedar Rapids, IA	M, T, W, R, F	04:30 AM	1.9	5,386
Ethical Perspectives on the News	KCRG (ABC)	Cedar Rapids, IA	U	05:30 AM	1.3	3,661
Iowa's News Now: This Morning	KGAN (CBS)	Cedar Rapids, IA	M, T, W, R, F	05:00 AM	1.2	3,386
Iowa's News Now: This Morning	QGAN (FOX)	Cedar Rapids, IA	M, T, W, R, F	07:00 AM	0.8	2,202

6pm News

6am News

11am News

4pm News

News ranker & where  
"Our Town" Stories air

Source: comScore, February 2023



# KCRG-TV9 OUR TOWN

## Corporate Sponsor (4x per city)

- 2) Share of daily impressions on "Our Town" page on KCRG.com
  - Free creative if needed

**Our Town**

**Our Town Anamosa begins July 2**  
July 2 we'll be live from Our Town Anamosa for the KCRG-TV9 News at 5 p.m. and 6 p.m.

**Our Town Dyersville: Carving out keepsakes and memories**  
Meeting twice a month in the old Legion hall, a handful of people in Dyersville stay sharp... and try to keep their thumbs.

**Our Town Dyersville: Inside The First Mansion**  
The city's historical society purchased the Dyer-Botzford home in 1988 to try and preserve this cornerstone of history, and thousands of...

**FarmTek**  
1440 Field of Dreams Way  
Dyersville, IA 52040  
Hydroponic Systems - Greenhouses  
Agricultural Products - Livestock Barns  
CALL US TODAY!  
563.875.2288 Option 2

**COUNTRY JUNCTION RESTAURANT**  
BEST HOMEMADE PIES IN IOWA  
913 15th Ave SE - Dyersville, IA  
563.875.7055

**IT'S IN THE DETAILS**  
**CONTACT US**

**IMPERIAL STONE**  
It's in the details

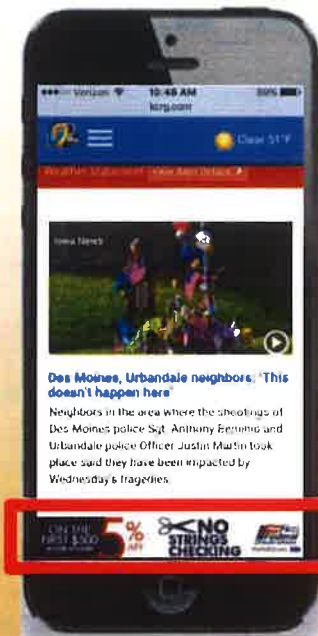




# KCRG-TV 9 OUR TOWN

## Corporate Sponsor (4x per city)

- 3) Receive 150,000 KCRG mobile impressions during sponsorship week
  - Free creative if needed
  - Ads will click through to sponsor website | 250+ clicks-



### Des Moines, Urbandale neighbors: 'This doesn't happen here'

Neighbors in the area where the shootings of Des Moines police Sgt. Anthony Bemino and Urbandale police Officer Justin Martin took place said they have been impacted by Wednesday's tragedies.



# KCRG-TVH OUR TOWN

## Corporate Sponsor (4x per city)

- 4) Receive 40 tagged promos during sponsorship week
  - 10x on KCRG
  - 15x on KCRG 9.2
  - 15x on KCRG 9.3

**OUR TOWN**  
This Week We're in  
**DYERSVILLE**  
visit [kcrg.com/ourtown](http://kcrg.com/ourtown)  
for full schedule of events

Sponsored by:

**Imperial Stone**  
We're in the details

**FarmTek**

**COUNTRY JUNCTION RESTAURANT**



# OUR TOWN



## 1 Corporate Sponsorship (4x per city) | Industry-Exclusive

- :30 commercials in 6pm News (2x total)
- :30 commercials in 6am News (3x total)
- :30 commercials in Midday News (4x total)
- :30 commercials in 4pm News (5x total)
  - 10x bonus commercials on KCRG 9.2
- Share of online ads on "Our Town" web page on kcrg.com
- 150,000 KCRG mobile impressions
- 40 tagged promos

**Investment: \$3,200**



## 2 • Commercial Production | \$200



# KCRG-TV9 OUR TOWN



## 1 Tier 2 Sponsorship (unlimited available)

- :30 commercials in 6am News (3x total)
- :30 commercials in Midday News (5x total)
- :30 commercials in 4pm News (5x total)
- :30 commercials as KCRG Rotators (5a-12a) – (2x total)

**Investment: \$1,700**



## 2 Tier 3 Sponsorship (unlimited available)

- :30 commercials in Midday News (5x total)
- :30 commercials in 4pm News (5x total)
- 9,000 :30 commercials on KCRG.com/apps (video pre-roll)
  - Clickable back to your website

**Investment: \$1,225**



*(Pre-Roll optionable add on to Tier 2 or Corporate Sponsorship at \$350)*



- Commercial Production | \$200



# Thank you!

Jason Ehrhardt | KCRG TV-9

[jason.ehrhardt@kcrq.com](mailto:jason.ehrhardt@kcrq.com)

(o) 319.399.5963 (c) 641.745.7629





## June 26, 2023 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Social Service Agreements**

As the City Council has discussed, Iowa Code now requires a City contributing public funds to outside, non-profit organizations to have a service contract with each group. It is also required that each group provide adequate budget information and proof of expenditures prior to payment being made. I have created eleven contracts and presented those to each of the groups. There are two more groups that I have not prepared these contracts for yet. Those are the Chamber and CEDC as we are in discussions about jointly funding a full-time position which could change the contract terms. Those can be done at a future date once the possible full-time position issue has been considered in the final form.

The goal is to reimburse the groups instead of automatically provided funding each July. I have added a clause to the agreement that if a group believes us reimbursing them after the expense has been made creates a hardship, they can make an appeal for up front funding as long as adequate paperwork is provided of proof of upcoming costs.

Each agreement lists the type of service the group is providing. To avoid so many pages as the contract pages 2 and 3 are identical, I have provided one full contract and then the first sheet of each contract so you can review the paragraph that states the service being provided. These agreements are for the upcoming Fiscal year 2024. There is a resolution included that would adopt all eleven agreements.

Agency Requesting Funds	Amount Requested
Jones Co Tourism Enhancement Committee	\$117.90
Garden Club	\$1,200.00
ISU Jones Co Extension	\$300.00
American Legion	\$5,000.00
Tri-County Historical Society	\$5,000.00
Lion's Club	\$9,400.00
Jones Co Economic Development	\$2,000.00
Jones County Youth Coalition	\$500.00
Cascade Hometown Days	\$1,000.00
Rockin' on the River	\$2,000.00

**RESOLUTION #53-23**

**A RESOLUTION APPROVING SOCIAL SERVICE AGREEMENTS BETWEEN THE CITY OF CASCADE AND ELEVEN NON-PROFIT ORGANIZATIONS RECEIVING PUBLIC FUNDING**

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

Whereas, the City Council is required to enter in this agreement knowing that a true service is bring provided by each group that benefits the citizens of Cascade and that determine has been made for eleven organizations, and;

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

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

The City Council approves eleven social service agreements and allocates the indicated funds below for each group. The Council further directs the City Administrator to prepare and have the Mayor sign each agreement on behalf of the City and execute the documents.

Agency Requesting Funds	Amount Requested
Jones Co Tourism	\$117.90
Enhancement Committee	\$1,000.00
Garden Club	\$1,200.00
ISU Jones Co Extension	\$300.00
American Legion	\$5,000.00
Tri-County Historical Society	\$5,000.00
Lion's Club	\$9,400.00
Jones Co Economic Development	\$2,000.00
Jones County Youth Coalition	\$500.00
Cascade Hometown Days	\$1,000.00
Rockin' on the River	\$2,000.00

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

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

**CITY OF CASCADE AND CASCADE  
HOMETOWN DAYS SOCIAL SERVICES  
FUNDING AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Cascade Hometown Days provides an event, parade and live music for a 48 hour period each August. This is a free community celebration that draws local residents and visitors to our downtown.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$1,000 (one-Thousand). In return, Provider agrees to provide the Services to residents of Cascade as part of its



ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Cascade Hometown Days, Provider**

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

Date of Signature: \_\_\_\_\_

**City of Cascade, Iowa**

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

Steven Knepper, Mayor

Date of Signature: \_\_\_\_\_

**CITY OF CASCADE AND JONES COUNTY  
TOURISM SOCIAL SERVICES FUNDING  
AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Jones County Tourism provides services to promote and advertise opportunities for people to visit Jones County which includes the City of Cascade. Tourism opportunities include indoor and outdoor recreation, dining, lodging and community events.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$117.90 (One-Hundred Seventeen and 90 cents). In return, Provider agrees to provide the Services to residents of

**CITY OF CASCADE AND CASCADE  
COMMUNITY ENHANCEMENT  
COMMITTEE SOCIAL SERVICES FUNDING  
AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Cascade Community Enhancement Committee provides opportunities for growth in the economic engine of our Cascade community. The focus is recreational, historical and cultural projects and/or enhancements. The Cascade Community Enhancement Corporation works to attract new visitors, new residents and new businesses while adding to the quality of life for the residents of Cascade and the region.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$1,000 (One-

**CITY OF CASCADE AND CASCADE  
GARDEN CLUB SOCIAL  
SERVICES FUNDING AGREEMENT FOR  
NON-PROFIT ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Cascade Garden Club provides flower planting, summer upkeep such as pruning, watering and fall clean-up in public spaces at City Hall, two City Parks, entrance gardens and 1<sup>st</sup> Avenue flowerpots.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$1,200 (One-Thousand and Two-Hundred Dollars). In return, Provider agrees to provide the Services to residents

**CITY OF CASCADE AND ISU JONES  
COUNTY EXTENSION SOCIAL SERVICES  
FUNDING AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The ISU Jones County Extension offers Summer Discovery Camps for youth, Kindergarten through 5<sup>th</sup> grade since 2006. Jones County Extension & Outreach staff lead youth to have the opportunity to experience a high-quality learning environment. Summer Discovery Camp will be in Cascade for 2 days, 9-3. Jones County Extension & Outreach is committed to providing STEM opportunities to our youth at a reasonable price.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$300 (Three

**CITY OF CASCADE AND CASCADE  
AMERICAN LEGION POST 528 SOCIAL  
SERVICES FUNDING AGREEMENT FOR  
NON-PROFIT ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the American Legion Post 528 Club (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Cascade, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

**I. RECITALS**

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

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

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

The Cascade American Legion provides a baseball field, veteran’s memorial and public parking lot adjacent to the City’s Municipal Pool.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$5,000 (Five-Thousand Dollars). In return, Provider agrees to provide the Services to residents of Cascade as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If

**CITY OF CASCADE AND TRI-COUNTY  
HISTORICAL SOCIETY SOCIAL SERVICES  
FUNDING AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Tri-County Historical Society provides services to preserve and memorialize the history of Cascade in the form of record retention and a museum open to the public.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$5,000 (Five-Thousand). In return, Provider agrees to provide the Services to residents of Cascade as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the



**CITY OF CASCADE AND CASCADE LION'S  
CLUB SOCIAL SERVICES FUNDING  
AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

This Social Services Funding Agreement ("Agreement") is entered into by and between the Cascade Lion's Club (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Cascade, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

**I. RECITALS**

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

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

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

The Cascade Lion's Club provides an event and fireworks display at the American Legion Baseball Field on July 4<sup>th</sup> each year for an Independence Day celebration.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$9,400 (Nine-Thousand and Four-Hundred Dollars). In return, Provider agrees to provide the Services to residents of Cascade as part of its ongoing operations. Funds will be paid after expenditures have been made

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

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

**I. RECITALS**

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

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

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

The Jones County Economic Development Corporation provides economic development services to businesses in the community. The group also partners with the Cascade Economic Development Corporation to help provide needed services. These services help to promote and encourage local businesses to expand and locate in Cascade.

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

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

**II. TERMS**

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

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

**CITY OF CASCADE AND JONES COUNTY  
SAFE AND HEALTHY YOUTH COALITION  
SOCIAL SERVICES FUNDING AGREEMENT  
FOR NON-PROFIT ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Coalition engages communities in efforts to promote mental wellness and reduce substance use by creating and maintaining a safe and healthy environment for youth and adults in Jones County. The goal is that every child in Jones County has a safe and healthy family and community so that they can thrive into the future.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$500 (Five-Hundred).

**CITY OF CASCADE AND ROCKIN' ON THE  
RIVER SOCIAL SERVICES FUNDING  
AGREEMENT FOR NON-PROFIT  
ORGANIZATIONS**

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

**I. RECITALS**

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

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

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

The Rockin’ on the River provides services to have live outdoor music events, open to the public, in the Riverview Park once per month in June, July and August.

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

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

**II. TERMS**

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

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$2,000 (Two-Thousand). In return, Provider agrees to provide the Services to residents of Cascade as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the



## **June 26, 2023 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: Vicious Dog Ordinance**

**This is the third and final reading of a new ordinance that no longer lists specific breeds of dogs that are considered dangerous. The focus is solely on the behavior of an animal. The Council also agreed in the second reading to limit the total numbers of animals to three dogs and five cats for a total of eight animals.**

**ORDINANCE NO. 07-23**

**AN ORDINANCE AMENDING TITLE IV (MENTAL AND PHYSICAL HEALTH),  
CHAPTER 1 (ANIMAL CONTROL) OF THE CITY CODE OF ORDINANCES**

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

**SECTION 1. PURPOSE.** The purpose of this ordinance is to amend certain provisions of section 4-1-7 of the City Code to provide for better regulation of dangerous animals within the City of Cascade and to bring the current ordinance into alignment current trends on addressing dangerous animals;

**SECTION 2. SECTIONS AMENDED.** The following sections are amended as follows with struck through language indicating removal and underlined language indicating new language. To the extent language that is part of a numbered list is removed, the list shall be renumbered accordingly after the removal of the language as indicated below.

**4-1-7 DANGEROUS ANIMALS PROHIBITED.**

1. No person shall keep, shelter, or harbor for any purpose within the City limits, a dangerous animal.
2. Definitions. A dangerous animal is:
  - a. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals, and having known tendencies as a species to do so.
  - b. The following are animals which shall be deemed to be dangerous animals per se:
    - 1) Lions, tigers, jaguars, leopards, cougars, lynx, and bobcats;
    - 2) Wolves, coyotes, and foxes;
    - 3) Badgers, wolverines, weasels, skunks and mink;
    - 4) Raccoons;
    - 5) Bears;
    - 6) Monkeys, chimpanzees and apes;
    - 7) Alligators and crocodiles;
    - 8) Scorpions; gila monsters;
    - 9) Snakes that are venomous or constrictors;

10) ~~Any pit bull terrier, which is defined as any Staffordshire Bull Terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of Staffordshire Terrier as to be identifiable as partially of the breed of Staffordshire Bull Terrier, American Staffordshire Terrier, American Bully, American Pit Bull Terrier, Blue Nose or Red Nose Pit Bull by a qualified veterinarian duly licensed as such by the State.~~

11) Any cross of such animals which have similar characteristics of the animals specified above.

12) Bees or Bee Hives

c. Any animals declared to be dangerous by the City Council.

3. Dangerous Animals Exceptions. The keeping of dangerous animals shall not be prohibited in the following circumstances:

a. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study, and has obtained the written approval of the City Council.

#### **4-1-8 SEIZURE, IMPOUNDMENT AND DISPOSITION OF DANGEROUS ANIMALS.**

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal on premises in the City, the Animal Control Officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the Animal Control Officer shall order the person named in the complaint to safely remove such animal from the City, permanently place the animal with an organization or group allowed under Section ~~56-01~~ 4-1-7(3)(a) of this chapter to possess dangerous animals, or destroy the animal, within three (3) days of the receipt of such order. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person, in which case the Animal Control Officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

5. If the Council affirms the action of the Animal Control Officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous animal remove such animal from the City, permanently place such animal with an organization or group allowed under Section ~~56-01~~ 4-1-7(3)(a) to possess dangerous animals or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Animal Control Officer is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied

with within three (3) days of its issuance, the Animal Control Officer is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the decision and order of the Council was issued has not petitioned the District Court for a review of said order, the City shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section ~~56.04~~ 4-1-7(3)(a) of this chapter to possess dangerous animals or destroy such animal in a humane manner.

#### **4-1-9 KEEPING A VICIOUS ANIMAL.**

A vicious animal is deemed so when it shall have attacked or bitten any person without provocation, or when the propensity to attack or bite persons or other animals shall exist and such propensity is known or ought to reasonably be known to the owner thereof. It shall be unlawful for any person or persons to harbor or keep a vicious animal within the City, except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs, must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of Section ~~56.04~~ 4-1-10. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Police Department that a guard dog is on duty at said premises.

#### **4-1-12 ABANDONMENT OF CATS AND DOGS - PENALTIES.**

A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to a state licensed animal shelter or pound ~~as defined in section 162.2~~. A person who violates this section is guilty of a simple misdemeanor.

#### **4-1-15 PROHIBITED ACTS.**

It is unlawful for any person to do the following:

5. ~~Own or harbor more than six (6) dogs over twelve months of age at any one time, or keep more than ten (10) dogs under two months of age at any one time or for more than fifty (50) days in any year. The provisions of this subsection do not apply to persons operating a commercial, boarding or hobby kennel. Except with advanced permission of the City Council, no person shall own, harbor or keep more than a combined total of three (3) dogs or five (5) cats, or a mixture of eight (8) such animals over the age of four months. This limit shall not apply to an appropriate licensed kennel, sanctuary, veterinary officer, or similar business that provides boarding or veterinary care for such animals in properly zoned commercial districts.~~

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with 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 the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

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

First Reading: May 22, 2023

Second Reading: June 12, 2023

Third Reading:

Final Approval Given:

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2023

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



## June 26, 2023 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: School Transportation Request**

The City has received a number of resident requests to install sidewalk along Tyler Street for safe pedestrian travel on this roadway. This will be a longer-term project and a costly one. In the interim, I would ask the City Council to consider a resolution requesting the School Board waive the fees for the parents that want to have their children bussed to school that live on Riverbend. I do not know what the Board's response will be but this will be the best way to request this. The fees charged are below.

### Western Dubuque CSD 2023-2024 Fee Schedule

Approved: January 9, 2023  
 Revised: April 10, 2023

	ANNUAL FEE:	
	Full Rate	Reduced Rate
<b>BOOK FEES:</b>		
Grades K-5	\$78.00	\$46.80
Grades 6-12	\$96.00	\$57.60
<b>OTHER FEES:</b>	<b>Full Rate</b>	<b>Reduced Rate</b>
Activity Pass - Students (CHS & WDHS athletics)	\$70.00	<i>not applicable</i>
Activity Pass - Adults (CHS & WDHS athletics)	\$120.00	<i>not applicable</i>
FBLA Dues	\$30.00	<i>not applicable</i>
FFA - WDHS	\$15.00	<i>not applicable</i>
Band Uniform Cleaning - WDHS	\$20.00	<i>not applicable</i>
Show Choir (5th Avenue) - WDHS	\$300.00	<i>not applicable</i>
Yearbook - CHS Base Fee	\$40.00	<i>not applicable</i>
Yearbook - Cascade Junior High	\$10.00	<i>not applicable</i>
Yearbook - Drexler MS	\$17.00	<i>not applicable</i>
Yearbook - WDHS	\$65.00	<i>not applicable</i>
<b>ANNUAL FAMILY MAXIMUM FOR BUSSING IS 125% OF THE FEES, OR \$500, WHICHEVER IS LESS</b>		
<b>TRANSPORTATION FEES:</b>	<b>Full Rate</b>	<b>Reduced Rate</b>
In-Town ( <i>annual fee</i> )	\$250.00	\$150.00
Late Run ( <i>annual fee</i> )	\$100.00	\$60.00
Late Run - Fall Activities	\$50.00	\$30.00
Late Run - Winter Activities	\$50.00	\$30.00
Late Run - Spring Activities	\$50.00	\$30.00

**RESOLUTION # 55-23**

**A RESOLUTION REQUESTING A TRANSPORTATION FEE WAIVER FOR FAMILIES IN THE RIVERBEND SUBDIVISION IN THE CITY OF CASCADE, IOWA**

WHEREAS, the City of Cascade has young families living in the Riverbend Subdivision along Tyler Street in the City of Cascade; and,

WHEREAS, there is no safe pedestrian walk area such as a sidewalk or trail to allow children and parents to walk from home to the schools in Cascade; and,

WHEREAS, the City is working on a longer-term plan to eventually construct a walkway that is in excess of \$900,000; and,

WHEREAS, the City does not want safety and costs to have to be balanced by a family that may not be able to afford these fees; and,

WHEREAS, the City is applying for grant funding to assist in the cost of the walkway.

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

Section I. That the City Council respectfully requests that the Western Dubuque School District School Board waive the transportation fees for families living in the Riverbend Subdivision until a safe route to walk to school can be constructed.

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2023.

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Steve Knepper, Mayor

ATTEST:

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Kathy Goerdt, City Clerk



## June 26, 2023 Agenda

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 25, 2023**  
**Re: Dillon Street and Park Ridge Subdivision**

The City staff has worked through the plans for improvements in Park Ridge Subdivision Phase 3 being developed by Maryville. We have gone back and forth with requests that they have adjusted for the past few months. There is one remaining issue that I need City Council feedback on.

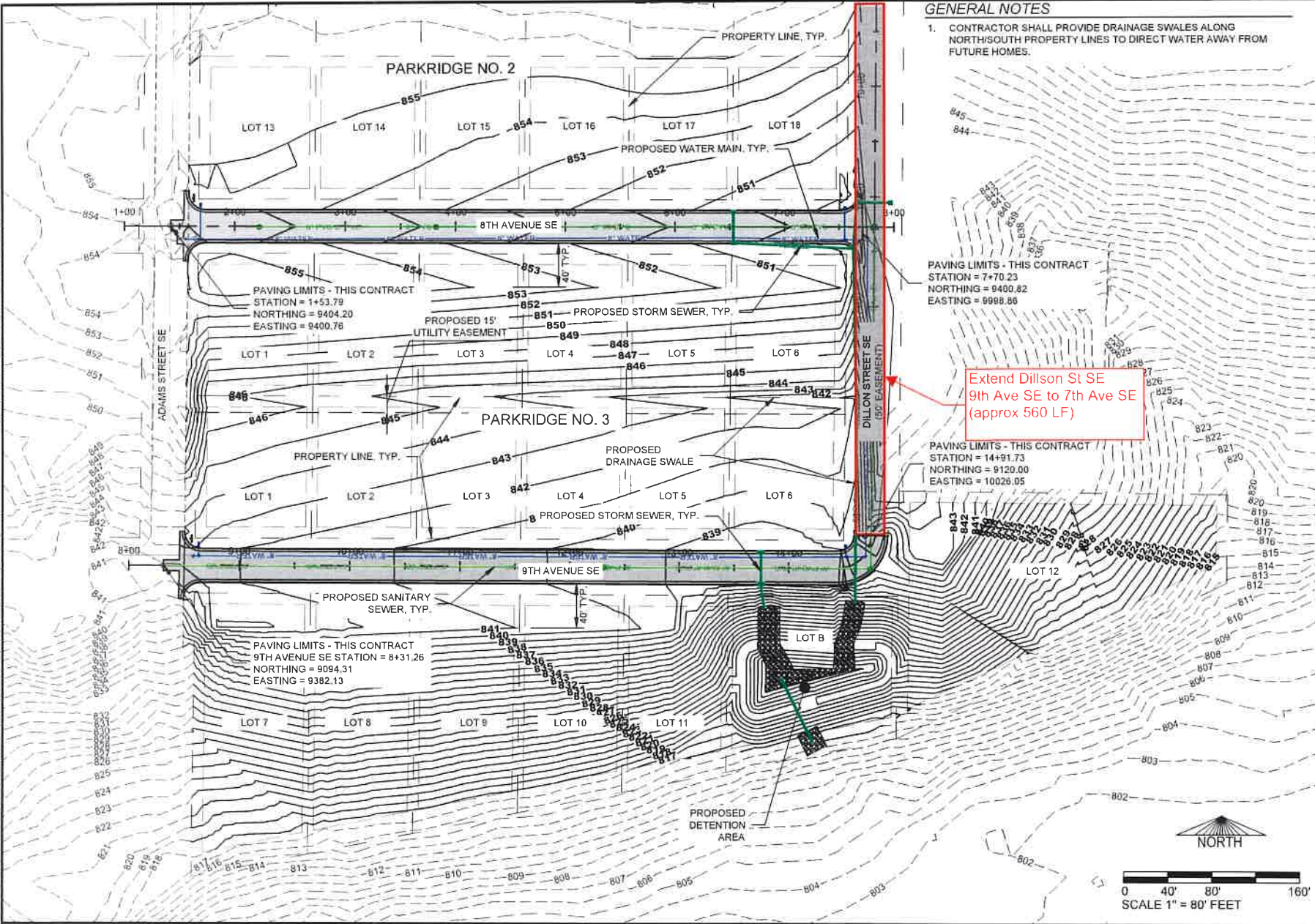
The plans include an extension of 8<sup>th</sup> Ave SE and 9<sup>th</sup> Ave Se from Adams St to Dillon St. Since there are no lots fronting Dillon Street, Maryville did not intend to extend Dillon Street the two blocks south from its current end point at 7<sup>th</sup> Ave SE. Our code strongly discourages dead ends and since the roads may eventually go further east, neither is designed as a cul-de-sac. Obviously, Maryville is trying to keep their costs low enough to make the lot price a market rate. It is easy to let this go because we want to encourage growth, but I would also suggest we review and balance what is best for the neighborhood’s future. It is also important to have the discussion to determine how to best collaborate with our developers as they help us grow and advance. If you look at the other Cascade subdivisions, we really don’t have another place to compare with roads that should be built that have no frontage/lots. I have been told the City paid for the Dillon Street extension that went from 6<sup>th</sup> to 7<sup>th</sup> Avenues SE and the lots abutting it were assessed a portion of the costs. At this time the land on the east side of this Dillon Street extension is not in the City limits. We are not allowed by state code to assess land that is outside of the City. I had looked at a possible deferred assessment that would sit on the agricultural land to the east for a future contribution, but since it is not in the City it is also not permitted.

I am bringing this to the City Council now as Maryville is ready to get bids for the work to determine if the numbers will work to create sellable lots. They are aware that based on code and traffic flow, I am advising that we require these two blocks to be constructed now or in the future. If the Council concurs that Dillon Street needs to be extended, the next question is how this portion of the work should be funded. In addition to who pays, we should discuss if we construct the road now since it will not be cheaper in the future, or wait until there is a certain number of lots developed which generates more revenue for Maryville and tax revenue for the City. I have also asked Jake at MSA to generate an estimate which is \$186,300. I would suggest we discuss the following scenarios.

1. Maryville is required to construct and fund both blocks.
2. The City agrees to fund the full cost of the two blocks, now or later when a certain number of lots are developed.
3. The City and Maryville split the costs. Again if split do we construct now and split it right away, or the City could pay and have Maryville reimburse the City when a certain number of lots are sold.

**Maryville will await feedback from the Council prior to bidding the work out. However, no official decision needs to be made at this meeting.**

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**GENERAL NOTES**

1. CONTRACTOR SHALL PROVIDE DRAINAGE SWALES ALONG NORTH/SOUTH PROPERTY LINES TO DIRECT WATER AWAY FROM FUTURE HOMES.

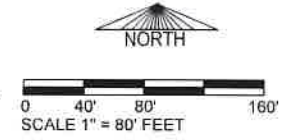
PAVING LIMITS - THIS CONTRACT  
 STATION = 7+70.23  
 NORTHING = 9400.82  
 EASTING = 9998.86

Extend Dillon St SE  
 9th Ave SE to 7th Ave SE  
 (approx 560 LF)

PAVING LIMITS - THIS CONTRACT  
 STATION = 14+91.73  
 NORTHING = 9120.00  
 EASTING = 10026.05

PAVING LIMITS - THIS CONTRACT  
 STATION = 1+53.79  
 NORTHING = 9404.20  
 EASTING = 9400.76

PAVING LIMITS - THIS CONTRACT  
 9TH AVENUE SE STATION = 8+31.26  
 NORTHING = 9094.31  
 EASTING = 9382.13



SITE IMPROVEMENT OVERVIEW  
 8TH & 9TH AVENUE SE - PARKRIDGE NO. 2 & 3  
 CASCADE, IOWA  
 70

SCALE AS SHOWN  
 PROJECT NO. 8054.20  
 DRAWN BY NAME  
 CHECKED BY DHT  
 SHEET E.01

# Conceptual Opinion of Probable Construction Cost<sup>1</sup>

## Dillon St SE Paving Ext. - 7th Ave SE to 9th Ave SE

### City of Cascade, Dubuque County, Iowa

MSA Project No. 00447050

Revised: 6/20/2023

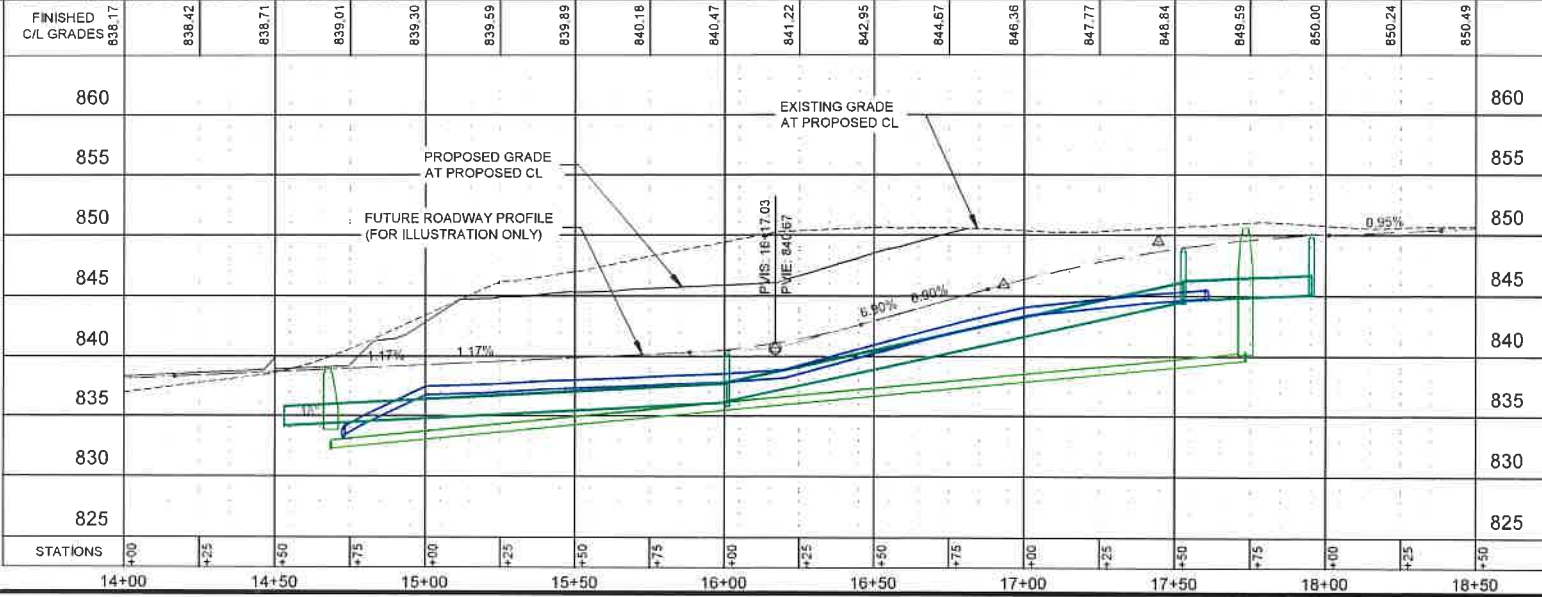
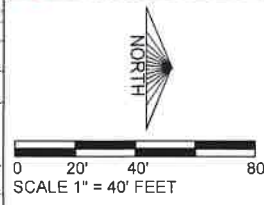
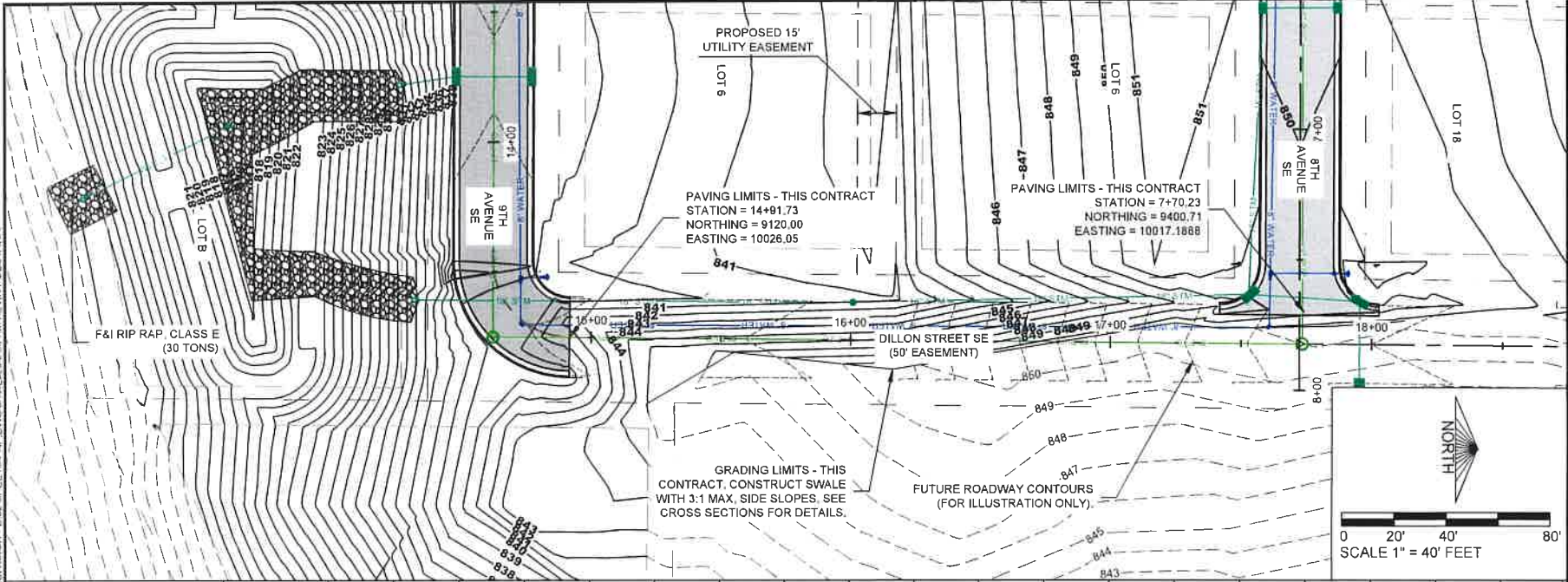
Item Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork & Grading	1	LS	\$5,500	\$5,500
PC Concrete Curb & Gutter, 30-Inch	1,120	LF	\$42	\$47,040
HMA Pavement, 5-Inch	1,618	SY	\$38	\$61,484
Modified Subbase, 6-Inch	2,178	SY	\$12	\$26,136
Macadam Base, 12-Inch	2,178	SY	\$15	\$32,670
Subdrain, HDPE, 4-Inch	1,120	LF	\$12	\$13,440
<b>Construction Cost Opinion:</b>				<b>\$186,300</b>

<sup>1</sup>Conceptual opinion of probable construction cost is for budgetary & planning purposes and is not a guarantee of project costs. Conceptual design & opinion of probable construction cost was created utilizing existing plans aerial imagery & assessor information. Project scope, quantities & estimated costs are subject to change.



400 Ice Harbor Dr # 110  
 Dubuque, Iowa 52002  
 p: 563-582-3973 | f: 563-582-4020  
[www.msa-ps.com](http://www.msa-ps.com)

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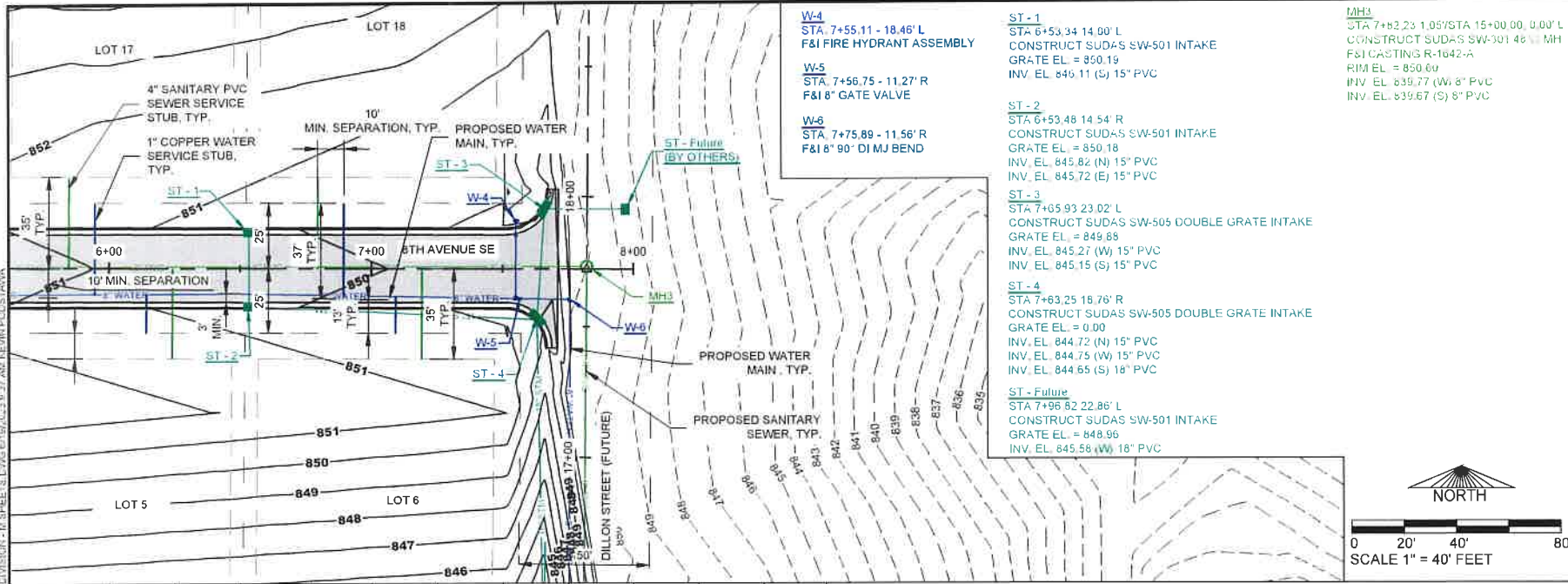


ROADWAY PLAN AND PROFILE  
 8TH & 9TH AVENUE SE - PARKRIDGE NO. 2 & 3  
 CASCADE, IOWA  
 72

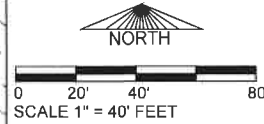
SCALE	AS SHOWN
PROJECT NO.	865420
DRAWN BY	RNP
CHECKED BY	UJH
SHEET	E.06



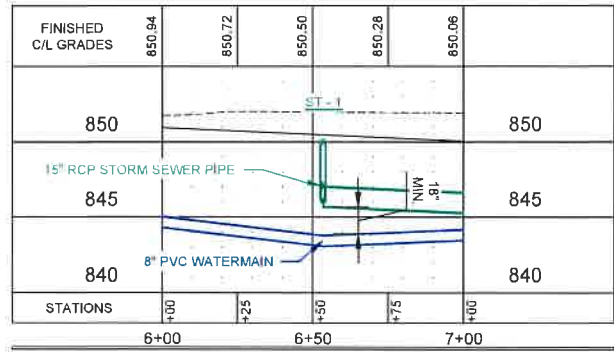
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- W-4**  
STA. 7+55.11 - 18.46' L  
F&I FIRE HYDRANT ASSEMBLY
- W-5**  
STA. 7+56.75 - 11.27' R  
F&I 8" GATE VALVE
- W-6**  
STA. 7+75.89 - 11.56' R  
F&I 8" 90° DI MJ BEND
- ST-1**  
STA 6+53.34 14.00' L  
CONSTRUCT SUDAS SW-501 INTAKE  
GRATE EL = 850.19  
INV. EL 846.11 (S) 15" PVC
- ST-2**  
STA 6+53.48 14.54' R  
CONSTRUCT SUDAS SW-501 INTAKE  
GRATE EL = 850.18  
INV. EL 845.82 (N) 15" PVC  
INV. EL 845.72 (E) 15" PVC
- ST-3**  
STA 7+05.93 23.02' L  
CONSTRUCT SUDAS SW-505 DOUBLE GRATE INTAKE  
GRATE EL = 849.88  
INV. EL 845.27 (W) 15" PVC  
INV. EL 845.15 (S) 15" PVC
- ST-4**  
STA 7+63.25 18.76' R  
CONSTRUCT SUDAS SW-505 DOUBLE GRATE INTAKE  
GRATE EL = 0.00  
INV. EL 844.72 (N) 15" PVC  
INV. EL 844.75 (W) 15" PVC  
INV. EL 844.65 (S) 18" PVC
- ST - Future**  
STA 7+96.82 22.86' L  
CONSTRUCT SUDAS SW-501 INTAKE  
GRATE EL = 848.96  
INV. EL 845.58 (W) 18" PVC
- MH3**  
STA 7+82.25 1.05' STA 15+00.00 0.00' L  
CONSTRUCT SUDAS SW-301 48" MH  
F&I CASTING R-1642-A  
RIM EL = 850.60  
INV. EL 839.77 (W) 8" PVC  
INV. EL 839.67 (S) 8" PVC

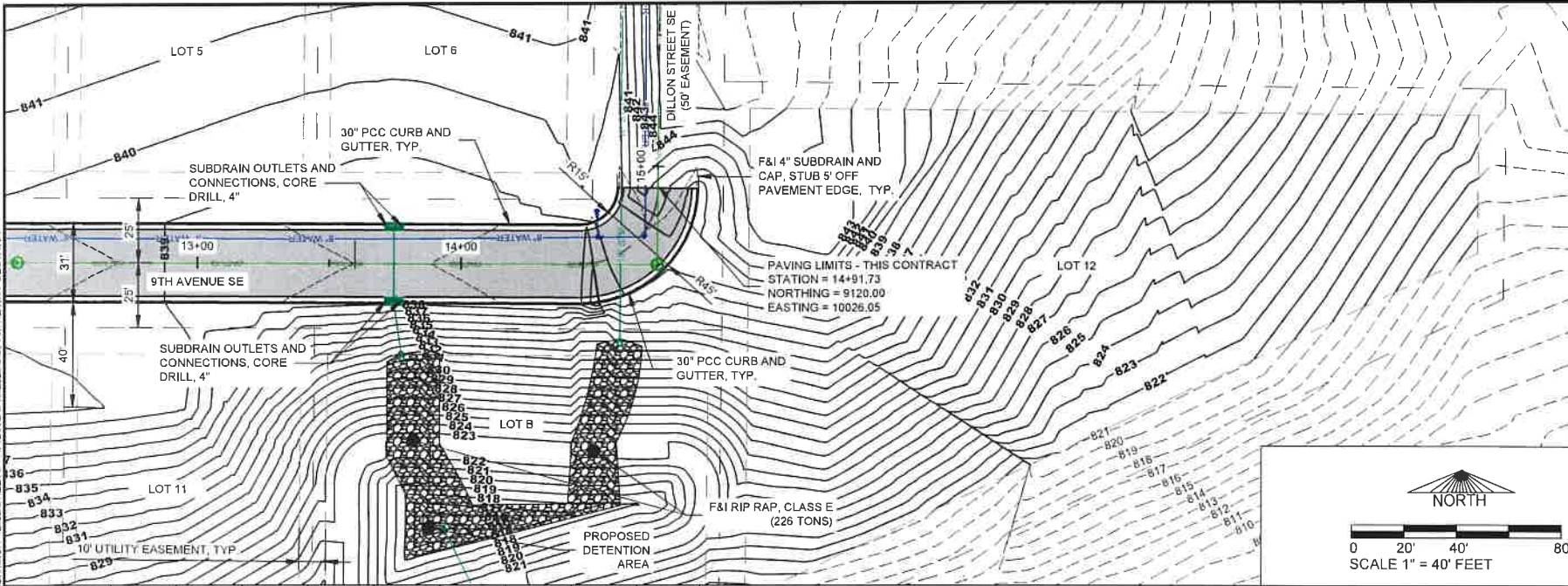


FINISHED C/L GRADES	850.94	850.72	850.50	850.28	850.06	849.83	849.61	849.57		865	
	860									860	
	860									855	
	850									850	
	845									845	
	840									840	
	835									835	
	830									830	
	825									825	
STATIONS	6+00	6+25	6+50	6+75	7+00	7+25	7+50	7+75	8+00	8+25	8+50



SITE UTILITY PLAN  
 8TH & 9TH AVENUE SE - PARKRIDGE NO. 2 & 3  
 CASCADE, IOWA

SCALE: AS SHOWN  
 PLOTTING: 8/14/20  
 DRAWN BY: KWP  
 CHECKED BY: DJH  
 SHEET: M.02



FINISHED C/L GRADES	838.66	838.38	838.14	838.07	838.17	839.42	838.71	839.01	839.30
	855			PVI STA: 13+74.48 PVI ELEV: 837.83 LVC: 84.64					855
	850								850
	845								845
	840								840
	835								835
	830								830
	825								825
	820								820
STATIONS	+00	+25	+50	+75	+00	+25	+50	+75	+00
	13+00	13+50	14+00	14+50	15+00				

MICHAEL BAKER CORP., 300 NORTH ZEEB ROAD, DES MOINES, IOWA 50317, TEL: 515/281-1500, FAX: 515/281-1501, WWW.MBCORP.COM



## **June 26, 2023 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: TIF Rebates**

The City has entered into numerous agreements that distribute TIF rebate funding and job incentive dollars to businesses. The agenda includes three resolutions for Premium Plant Services, Riverbend and Centro to receive their FY23 contributions from the City.

Premium Plant is \$14,537.56 tax rebate and \$12,000 for job creation for a total of \$26,537.56.

Centro is only \$414.78 for a tax rebate and they previously received their \$12,000 for job creation in the Fall.

Riverbend is \$38,849.03 for a tax rebate.

Resolutions are included as follows

**#50-23 Riverbend**

**#51-23 Premium Plant Services**

**#52-23 Centro**

**RESOLUTION #50-23**

**ANNUAL DISBURSEMENT OF INCREMENTAL PROPERTY TAX REVENUE  
REBATES FOR CALLAHAN CONSTRUCTION FOR RIVER BEND RETIREMENT  
COMMUNITY FOR 2023 FISCAL YEAR**

WHEREAS, the City of Cascade, Iowa, pursuant to an 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 \$38,179, 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 October 9, 2017 development agreement with Callahan Construction, Inc., for the River Bend Retirement Community; and,

WHEREAS, it is now time to disburse the annual incremental property tax rebate amount for the entity for which a development agreement has been approved.

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

SECTION I. That the City Council hereby approves the annual incremental property tax rebate for the 2023 Fiscal Year, which begins July 1, 2022 and ends June 30, 2023 for the following economic development project:

River Bend Retirement Comm (4<sup>th</sup> year annual payment of a 7-year agreement, the original agreement called for semi-annual payments) .....\$38,849.03 total for FY23

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

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

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

**RESOLUTION #51-23**

**ANNUAL DISBURSEMENT OF INCREMENTAL PROPERTY TAX REVENUE  
REBATE FOR PREMIUM PLANT SERVICES FOR PREMIUM PLANT SERVICES  
2023 FISCAL YEAR**

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 via the TIF Debt Certification process in the amount of \$26,287, which comes due in the 2023 fiscal year, which begins July 1, 2022 and ends June 30, 2023, with respect to the City's November 25, 2019 development agreement with Premium Plant Services; and,

WHEREAS, it is now time to disburse the annual incremental property tax rebate amount to the entity for which development agreements have been approved.

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

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

Premium Plant Services (3<sup>rd</sup> year payment of a 10-year agreement) ..... \$26,537.56  
(\$14,537.56 Tax Rebate and \$12,000 for Job Creation)

SECTION II. The City Clerk is hereby directed to disburse the annual incremental property tax rebate based on the economic development agreement for the 2023 fiscal year, which has been appropriated and obligated on the Annual Urban Renewal Report and on the 2022 Fiscal Year Budget for the City of Cascade.

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

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

**RESOLUTION #52-23**

**ANNUAL DISBURSEMENT OF INCREMENTAL PROPERTY TAX REVENUE  
REBATES FOR CENTRO INC. FOR 2023 FISCAL YEAR**

WHEREAS, the City of Cascade, Iowa, pursuant to an 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 maximum amount of \$20,000, 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 October 9, 2017 development agreement with Centro Inc., for the Centro Development Agreement; and,

WHEREAS, it is now time to disburse the annual incremental property tax rebate amount for the entity for which a development agreement has been approved.

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

SECTION I. That the City Council hereby approves incremental property tax rebate for the 2023 Fiscal Year, which begins July 1, 2022 and ends June 30, 2023 for the following economic development project:

Centro (1<sup>st</sup> year annual payments of a 10-year agreement) .....\$414.78

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

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

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



## June 26, 2023 Agenda

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

**From: Lisa Kotter, City Administrator**

**Date: June 24, 2023**

**Re: Building on City Owned Land 109 Polk St NE**

I was contacted by a potential buyer of the properties at 105 and 109 Polk Street NE. There cannot be a sale of this property when a lender is involved due to the fact that half the building at the 109 property is located on City land where we pump water for fires from the river. I have attached a map to show the issue. I am looking for direction from the Council as to your willingness to sell the appropriate land needed to allow the buyer to own the land needed for the building and appropriate setbacks which would be 8 on the sides and 25 on the rear. The Mayor also suggested that we consider requesting a variance on the rear lot setback of 25 feet to avoid having to sell as much land to the north.

# Half of the Structure on City Owned Land



Blue Lots City Property Line  
Yellow Dots Is Council Willing to Sell





## June 26, 2023 Agenda

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

**From: Lisa Kotter, City Administrator**

**Date: June 24, 2023**

**Re: Public Hearing Library Construction**

The City is required to hold a public hearing when doing vertical construction projects that are planned to exceed \$196,000. Obviously, the library falls within this requirement. With the current timeline for bidding the hearing would need to take place on July 24. The bids would be considered by the City Council at the September 26 meeting. Bids would be due the later part of Labor Day week so there is time to review the bids. If approved, we would place the public hearing notice in the Pioneer on July 12 to comply with the notice being placed between 4 and 20 days before the hearing date. The proposed ad and resolution are included in the packet.

**RESOLUTION #54-23**

**A RESOLUTION SETTING A PUBLIC HEARING DATE FOR JULY 24, 2023 TO APPROVE FINAL PLANS FOR THE NEW PUBLIC LIBRARY AND COMMUNITY CENTER AND TO AUTHORIZE INVITATIONS TO BID**

WHEREAS, the City Council must hold a public hearing and pass a resolution approving the new public library and community center project plans, specifications, cost estimates and the form of contract; and,

WHEREAS, the City Council has contracted with FEH Design to complete the architectural plans and prepare the bid documents.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cascade City Council will conduct a public hearing on the above on the 24th day of July, 2023 at 6:00 o'clock pm in the Cascade City Hall, 320 1<sup>st</sup> Avenue W., Cascade, Iowa, 52033, and the City Council directs that said hearing notice, attached as Exhibit A, will be published in conformance with the City Code and Iowa State Law and a copy of the above-mentioned documents will be available to review at City Hall.

PASSED AND APPROVED this 26th day of June, 2023.

Councilmember \_\_\_\_\_ offered the foregoing Resolution and moved for its adoption.

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

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

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

ATTEST:

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

**NOTICE OF PUBLIC HEARING REGARDING  
NEW CASCADE PUBLIC LIBRARY AND COMMUNITY CENTER CONSTRUCTION  
Monday, July 24, 2023, 6:00 p.m.**

Notice is hereby given to all interested citizens of Cascade, Iowa that at 6:00 p.m. on Monday, July 24, 2023, in the Cascade City Hall, 320 1<sup>st</sup> Ave West, Cascade, IA 52033, the Cascade City Council shall hold a public hearing on the proposed plans, specifications and proposed form of contract for the new public library and community center. At said hearing any interested person may appear and file objections to the proposed plans, specifications and form of contract.

Published upon order of the Cascade City Council, Cascade, Iowa

Lisa Kotter  
City Administrator



## **June 26, 2023 Agenda**

**To: Mayor, City Council and Staff**  
**From: Lisa Kotter, City Administrator**  
**Date: June 24, 2023**  
**Re: In-Kind Donations**

The City staff and FEH are preparing the bid documents for the new library and community center for an August letting. At the meeting we will discuss the way we will try to provide opportunities for local contractors willing to consider an in-kind donation to be listed in the bid specifications. The Pioneer also highlighted this information in the paper this week.

We are looking for any business desiring to be considered for the work by a general contractor and if they will consider an in-kind donation, to fill out a form in the next few weeks.

They do not need to indicate an amount to the donation. That will be worked out with the general they collaborate with.



## June 26, 2023 Agenda

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

**From: Lisa Kotter, City Administrator**

**Date: June 25, 2023**

**Re: Vacant Building Registration**

**As we have discussed in the last few months we requested our City law firm draft a vacant building registration ordinance. This was also recommended by the Downtown Assessment team that was here in January. The ordinance was drafted to only address commercial and industrial buildings. The Council can consider adding residential buildings as well. Please review the draft and it is for discussion only.**

**ORDINANCE NO. 08-23**

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

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

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

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

**CHAPTER 10  
VACANT BUILDING REGISTRATION**

6-10-1 Purpose

6-10-2 Definitions

6-10-3 Permit Required

6-10-4 Vacant Building Maintenance Requirements

6-10-5 Enforcement and Penalties

**6-10-1 PURPOSE.**

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

**6-10-2 DEFINITIONS.**

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

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

2. "Actively Marketed," a vacant commercial or industrial building that displays a "For Sale" or "For Lease" sign prominently visible to the public, and:

a. If for sale, the property is listed for sale on the local multiple listing service by a licensed realtor.

b. If for lease:

(1) The property is listed for lease on the local multiple listing service by a licensed realtor, which listing is maintained until at least forty percent (40%) of the gross floor area is leased; or

(2) The owner or manager maintains a "for lease" advertisement in a local newspaper of general circulation, at least weekly until at least forty percent (40%) of the gross floor area is leased; or

(3) The owner or manager maintains a "for lease" advertisement at least daily in no fewer than two (2) social media sites available to the general public that are commonly used in the local market for advertising items and properties for sale or lease, that is maintained until at least forty percent (40%) of the gross floor area is leased.

It shall be the responsibility of the owner to demonstrate that the property is actively marketed and shall provide proof of continued active marketing.

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

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

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

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

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

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

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

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

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

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

a. The building is unsecured or is secured by means other than those used in the design of the building.

b. The building is declared a dangerous building or otherwise unfit for occupancy, as determined by the City Administrator.

c. The building is not in compliance with the building code, fire code, or property maintenance code adopted by the City.

d. The building has or contains nuisance, property maintenance, health and safety, or zoning violations; or

e. The building is not receiving all public utilities necessary for occupancy.

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

### **6-10-3 PERMIT REQUIRED.**

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



building is also considered to be vacant, regardless of any use or occupancy of the accessory building or structure.

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

a. The building is under active construction/renovation and has a valid building permit, until the expiration of the longest running active building permit.

b. The building has suffered fire damage, flood damage, damage caused by extreme weather conditions, or weakening of the structural integrity of the building resulting from an accident or other cause not of the owner's own making; provided that the owner will initiate renovation or demolition within one (1) year of the date the damage occurred and has provided a commitment to do so in writing.

c. The building is actively marketed, as defined in this chapter; in which case the building may be exempted for a period of up to twelve (12) months from the start of vacancy, subject to the following:

(1) The owner shall present proof of listing the property for sale or lease to the City Administrator, according to the definitional requirements of "actively marketed" in section 6-10-2-2, above. The City Administrator or his/her designee may request proof of continued compliance with this requirement at any time during the twelve (12) month period and may rescind the exemption if such proof is not provided.

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

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

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

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

g. An owner of a vacant building that does not qualify for an exemption under the above may request an exemption for a period of up to twelve (12) months from the provisions of this chapter by filing a written application with the City Administrator. The

applicant shall present justification for the exemption and shall show proof that the need for the exemption is not due to action or inaction by the applicant or by any other party with control of the property. In determining whether a request for exemption should be granted, the City Administrator shall consider all of the following:

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

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

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

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

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

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

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

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

e. A Vacant Building Plan, as outlined below.

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

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

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

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

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

(3) A lighting plan for the exterior of the building and property, walkways adjacent thereto, parking or loading areas, and nighttime illumination of areas and

walkways of the building and property that may be vulnerable to vandalism or vagrancy, including a regular maintenance plan for all exterior lighting and illumination fixtures.

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

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

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

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

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

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

c. Refund.

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

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

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

## 6. Requirements

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

b. Renewal.

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

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

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

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

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

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

7. Process

a. Inspections.

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

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

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

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

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

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

**6-10-4. VACANT BUILDING MAINTENANCE REQUIREMENTS.**

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

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

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

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

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

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

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

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

h. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint, stain, or similar surface treatment. Brick, stone, or other materials shall be maintained to be structurally secure.

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

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

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

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

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

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

**6-10-5. ENFORCEMENT AND PENALTIES.**

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

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

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

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

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

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_ 2023.

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

ATTEST:

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