

CITY OF CASCADE, IOWA
CITY COUNCIL MEETING AGENDA & PUBLIC NOTICE
Monday, February 24, 2025, 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, February 24, 2025 at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at www.cityofcascade.org and Facebook Live

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Comment (Limit 3 minutes per person-Agenda Items and Local Government Issues)**
6. **Consent Agenda – Review and approve the following:**
 1. **City Council Minutes 2/10/25**
 2. **Park Board Minutes 2/17/25**
 3. **Cascade Library Board Minutes 2/11/25**
 4. **Cascade Municipal Utilities Board Minutes 2/14/25**
 5. **Cascade Economic Development Corporation Minutes 01/15/25**
 6. **February 24, 2025 Claims**
7. **Agenda Request: S. Keyron McDermott – Rain Garden Back of Main Street**
8. **Public Hearing: Proposed Development Agreement with BLM Rentals, LLC**
9. **Consideration to Approve Resolution #20-25 – A Resolution Approving Development Agreement with BLM Rentals, LLC Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**
10. **Consideration to Approve Resolution #21-25 – A Resolution Approving Pay Application No. 13 for the Cascade Public Library Project in the City of Cascade, Iowa**
11. **Consideration to Approve Resolution #22-25 – A Resolution Approving Change Order Credit For Unused Contingency Allowance for the Garling Construction Inc Contract for the Cascade Public Library**
12. **Consideration to Approve Resolution #23-25 – A Resolution Approving the Certificate of Substantial Completion for the Cascade Public Library Project with Garling Construction Inc in the City of Cascade, Iowa**
13. **Consideration to Approve Resolution #24-25 – Resolution Approving Hiring a Seasonal Full-Time Maintenance Employee and a One Day Per Week GIS Tech For the Months of May thru August 2025 for the City of Cascade, Iowa**
14. **Consideration to Approve Resolution #25-25 – Resolution Appointing the City Administrator As The Cascade Representative on the Jones County Economic Development Board**
15. **Consideration to Approve Resolution #26-25 – Resolution Setting a Public Hearing Date for March 24, 2025 For a Resolution Relating to the Total Proposed Tax Dollars For FY 2026**
16. **Consideration to Approve Ordinance #1-25 – An Ordinance Amending the Code of Ordinances of the City of Cascade, Iowa, By Amending Chapter 5-1-4 Library Board (*First Reading*)**

- 17. Consideration to Approve a Tentative Plan to Mill and Overlay City Portion of Riverview Road**
- 18. Consideration to Approve Resolution #19-25 - Resolution Approving an Employment Contract Between the City of Cascade, Iowa and Deanna McCusker as City Administrator**
- 19. Reports – Police Chief and City Administrator**
- 20. FY26 Budget**
- 21. Adjournment**

February 10, 2025
City Council Meeting Minutes

The February 10, 2025 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Weber, Delaney, Gehl, Hosch, and Oliphant answered roll call.

Motion Oliphant, second Hosch to approve the agenda. Five Ayes. Motion carried.

Motion Gehl, second Oliphant to approve the consent agenda items: City Council Minutes 02/11/25, February 11, 2025 Claims, January Month End Financials. Five Ayes. Motion carried.

Motion Gehl, second Oliphant to approve Resolution #16-25 – Resolution Approving a Board of Adjustment Appointment Phil Kauder to Fill A Vacant Term Through June 30, 2026 in the City of Cascade, Iowa. All ayes. Motion carried.

Motion Weber, second Oliphant to approve Resolution #17-25 – Resolution To Approve Urban Renewal Plan Amendment for the Cascade Urban Renewal Area. All ayes. Motion carried.

Motion Oliphant, second Delaney to approve Resolution #18-25 – Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with BLM Rentals, LLC, Including Annual Appropriation Tax Increment Payments. All ayes. Motion carried.

Police Chief and City Administrator had no updates to provide.

Council discussed FY26 Budget.

Motion Delaney, second Oliphant to adjourn into Closed Session at 7:29pm – City Administrator Appointment.

Motion Oliphant, second Delaney to reconvene into Open Session at 7:40pm.

Motion Gehl, second Delaney to approve Resolution #15-25 – A Resolution Appointing Deanna McCusker, City Administrator and Approving an Employment Agreement Between the City of Cascade and Deanna McCusker. Four ayes, one nay (Hosch). Motion carried.

Motion Oliphant, second Gehl to adjourn at 7:44pm. All Ayes.

Park Board Meeting Minutes February 17, 2025

The February 17, 2025, Cascade Park Board meeting was called to order by Chairman Rausch at 5:00 p.m. at the Cascade City Hall with Orr, Manternach, Rausch and Hailey Rausch answering roll. McLees was absent.

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

Motion Orr, second Rausch to approve the meeting minutes from January 6, 2025 – all ayes, motion carried.

Motion Hailey Rausch, second Manternach to approve the January 2025 financials – all ayes, motion carried.

The board received a Thank You for the donation of \$25,000 from the pickleball committee.

The board reviewed pool related charges and manager/guard wages from 7 other cities. After reviewing this, Motion Hailey Rausch, second Orr to make no changes to pool pass prices for the 2025 season – all ayes, motion carried. Additionally, motion by Hailey Rausch, second by Manternach to increase guard base wage to \$12.00 per hour, keep the increase for every consecutive year worked, manager pay range \$640 to \$750 per week – all ayes, motion carried.

The board reviewed costs for water fountains with bottle filling station for New City Park (2 at this location), Riverview Park and the Coohey Trail. The listed price is \$2,949 each, but with state pricing and discount for purchasing more than 1 unit will decrease this cost. Motion Hailey Rausch, second Manternach to purchase 4 of the water fountains with bottle filling stations in stainless steel – all ayes, motion carried.

Motion Orr, second Manternach to adjourn the meeting at 5:37 p.m. – all ayes, motion carried.

Respectfully submitted by
Deanna McCusker, City Administrator

Cascade Public Library Board of Trustees Minutes

Tuesday, February 11, 2025 (4:30pm)

Cascade City Hall Council Chambers

320 1st Avenue W, Cascade Iowa

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

1. Call to Order: Recker called the meeting to order at 4:30pm.
2. Approval of the Agenda: Brindle motioned to approve the agenda; Balster seconded. All approved.
3. Approval of the Minutes of January 14, 2025 library board meetings: Balster moved to approve, Gleason seconded. All approved.
4. Public Comment: No public comment.
5. Budget Reports: Budget reports were reviewed. The Storywalk Laminate pages almost doubled. We may look into a laminator after getting settled into the new library.
6. Bills: Bills were discussed and reviewed. Gleason moved to pay the bills; Balster seconded; all approved.
7. Circulation Statistics: Door count was steady. Kane has seen a slight increase of check-outs to help lighten the moving load.
8. Future Building Updates, Budgeting, Moving, & Policy Discussions:
 - a. Furniture is moving in.
 - b. Recker met with Balster, Funke (at different times) with Kate Keen (Cascade HS Art teacher). Donated artwork was looked at and decided where to display.
 - c. Deanna (City Administrator) informed us the wall covering for the remainder of the silo will be getting put on as soon as they can get it in.
 - d. The schedule to move is (starting Feb. 17) to pack on Monday & Wednesday. Move & unpack Tuesday & Thursday.
9. Friends of the Library update: They will provide refreshments for volunteers helping move. The cookie walk sold about 20 more containers this year compared to last year & raised approx. \$9500. They also received approx. \$700 from the raffle. Membership dues have increased. They will reimburse the library \$750.00 for the new Christmas tree, and will volunteer to help at the Grand Opening.
10. Grand Opening of the new library: The date for the Grand Opening has been set for April 12, 2025 from 10a-2p. There will be a ribbon cutting at 10a.
11. Programming/Upcoming Events/Librarians Calendar: There is no programming as the library will be closed Feb. 16 through March 2.
12. Community Room Policy: The policy was discussed & a rental fee was set for \$150.00 refundable deposit + \$20/hr, not to exceed \$100.00.
13. Code of conduct policy: Brindle moved to accept the Code of Conduct policy; Balster seconded, all approved.
14. Library Board meeting day & time: Balster moved to change the monthly dates of the library board meetings to the First Tuesday of each month (instead of the second Tuesday). Gleason seconded. This way bills can be approved by the library board before the council approves them. Meetings will also be held at the new library. This takes effect for the March meeting.
15. Library Trustee Handbook Chapter 9: Kane made the fact it is a good refresher to review this chapter, especially for the newer board members. The State also requires the board to review the handbook to stay up to date on the policies.

16. Other: Alisha Smith (Cascade Ag teacher & FFA advisor) reached out to Kane about the horticulture class doing some landscaping. Recker will meet with Smith to get more details. It was decided to accept Cindy's bid to clean the library.
17. Adjournment: Balster moved to adjourn, Funke seconded. All approved.

Respectfully submitted,
Bret Funke, Cascade Public Library Board Secretary

Meeting Minutes February 14, 2025
Cascade Municipal Utilities Board

Chairman Gross called the February 2025 regular meeting of the Cascade Municipal Utilities Board of Trustees to order on the special day and time of Friday, February 14, at 12 pm. Present were Trustees Barb Gross, Greg VanderLugt, and Utility Manager Shontele Orr. Trustee Sue Knepper was absent due to illness.

Motion VanderLugt, second Gross to approve the meeting agenda. Motion carried 2-0.

There was a discussion on the digger maintenance quote. Motion VanderLugt, second Gross to fix quoted issued with the digger truck. Motion carried 2-0.

There was a discussion around the Pickelball court donation request (re-added to agenda from prior meeting). Motion VanderLugt, second Gross to approve a \$15,000 donation to the group for lighting costs and to work with them to ensure they get the best deal for needed lights. Motion carried 2-0.

There was a discussion around the 2025-2026 budget. Motion Gross, second VanderLugt to approve the budget as presented. Motion carried 2-0.

Motion Gross, second VanderLugt to approve the January 13th meeting minutes, January Financial Statements and Fund Balances, and the February bill list & claims for payment. Motion carried 2-0.

Motion Gross, second VanderLugt to approve the January plant summary/metrics and rebate report. Motion carried 2-0.

Manager/Team Lead Report – a discussion was held regarding past & future workload and upcoming yearly reports due.

Motion Gross, 2nd VanderLugt to adjourn meeting at 1:08pm. Motion carried 2-0.

Vendor Name	Check Amount	Vendor Name	Check Amount
ADVANTAGE ADMINS (BUYDOWN)	43.50	IPERS	6,506.65
ADVANTAGE ADMINS (BUYDOWN)	1,315.44	KEVIN FAGAN	300.00
AT&T	12.87	KEVIN FAGAN	482.27
CASCADE 32, LLC	400.00	MADISON NATIONAL LIFE INS CO	440.56
CASCADE COMMUNICATIONS COMPANY	102.94	MARY KAY GILVEN	220.00
CASCADE LUMBER CO	77.93	MCALLISTER ELECTRIC	9,178.00
CASCADE MUNICIPAL UTILITIES	1,031.99	MCDERMOTT OIL CO.	769.56
CIPCO	11,316.50	MISSION SQUARE RETIREMEN	185.00
CITY OF CASCADE	1,528.49	MISSION SQUARE RETIREMEN	185.00
CLAYTON ENERGY CORPORATION	176.25	MISSION SQUARE RETIREMEN	185.00
CLAYTON ENERGY CORPORATION	108,099.50	PARTS AUTHORITY	18.73
COMLEC INTERNET SERVICES	45.00	PAYROLL	10,469.27
DELANEY'S PC REPAIR & RECYCLE	415.59	PAYROLL	10,641.31
EFTPS	2,776.87	SIMECA	93,064.32
EFTPS	2,626.40	SUNNY VENTURES	500.00
EFTPS	2,691.32	TOM DUFFY	100.00
FLETCHER-REINHARDT CO	2,026.58	TREASURER STATE OF IOWA	1,222.00
GASSER FARM & HARDWARE LLC	191.04	TREASURER STATE OF IOWA	7,315.05
GORDON FLESCH COMPANY	156.17	VISA	2,450.89
HERJAC, LLC	500.00	WELLMARK BC BS OF IOWA	4,798.90
I A M U.	4,008.89	WESCO RECEIVABLES CORP.	2,389.59
IOWA ONE CALL	8.20	WOODWARD COMMUNITY MEDIA	93.12
		Total	291,066.69

ELECTRIC REVENUE	166,923.71
GAS REVENUE	213,494.00

Secretary, Shontele Orr

Chairman, Barb Gross

MINUTES – CASCADE ECONOMIC DEVELOPMENT CORPORATION

DATE: January 15, 2025

TIME: 12:00 P.M.

PLACE: Cascade City Hall Council Chambers

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

STAFF PRESENT: Matt Specht

OTHERS PRESENT: Christie Remley, Derek Lumsden, Caroline Poole

CALL TO ORDER

Vice President Ludwig called the meeting to order at 12:02 P.M.

APPROVAL OF MINUTES

Motion by Leytem, second by Williams to approve the Minutes of the December 18, 2024, meeting. Motion approved unanimously.

TREASURER'S REPORT

Treasurers report since the December 18, 2024, meeting.

- ECIA Contract payment in the amount of \$1,666

The current checking account balance is \$24,570.90.

Outstanding bills –

Request to make ECIA Contract payment in the amount of \$1,666.

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

GDDC UPDATE

Not present.

JONES COUNTY ED UPDATE

Eastern Iowa Fiber received a grant for Jones County. The city of Monticello had their prison built home delivered at the end of December. House will be listed for sale in early 2025. Two Brownfield assessments being completed.

CHAMBER UPDATE/REPORT

Working on events for 2025.

MAQUOKETA VALLEY REC

2025 MVEC will celebrate 90th anniversary. More to come on this.

SCHOOL UPDATE/REPORT

Not present

CITY UPDATE/REPORT

CEDC met with the city council on January 13. They updated the council on CEDC activities and requested the balance of funds from FY 23 and FY24 and new request for FY25

WEBSITE DISCUSSION

Discussion on creating a tab for small business lease space available. Chamber and ECIA will investigate this.

ECIA UPDATE/REPORT

McPherson and Specht attended the January 13 city council meeting with CEDC. Specht passed out the summary of the 2024 business calls ECIA completed. In addition, Specht informed the group of the different home improvement grants ECIA has available. There will be a community meeting on January 29 regarding the downtown plan.

AVAILABLE LAND & BUILDINGS

No update

OTHER BUSINESS

None

ADJOURNMENT

Motion by Williams, second by Collin to adjourn. The motion was approved unanimously. The meeting was adjourned at 12:51.

Respectfully submitted,

Nick Callahan, Secretary

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS				
2179551792	AT&T	AT&T PHONE CHARGES		36.60		
85665638	BOUND TREE MEDICAL LLC	EMS SUPPLIES		645.74		
20725	CASCADE MUNICIPAL UTILITIES	CMU SHARED EXPENSES		7,408.00		
3380	MICHAEL DELANEY	DIAGNOSTICS, POLICE, LIBRARY		4,369.50		
115011	FEH DESIGN	LIB/CONSTRUCT/ADMIN/FURN		1,491.12		
PAY APP 13	GARLING CONSTRUCTION	PAY APP 13		6,168.26		
EJRUZNKAY	PHIL GEHL	BOOT REIMBURSEMENT		163.44		
I00996207	GORDON FLESCH COMPANY INC	1/2 LEASE	156.17			
IN15030939	GORDON FLESCH COMPANY INC	EXTRA COLOR COPIES	33.69			
IN15033826	GORDON FLESCH COMPANY INC	DEANNA COPIER/PRINTER	14.98	204.84		
9392376712	GRAINGER	FILTERS, PIPE, PRESSURE GAUGE		394.44		
6985250	HAWKINS INC	CHLORINE CYLINDERS		60.00		
22165	LYNCH DALLAS P.C.	CITY HALL/SIDEWALKS		120.00		
JAN&FEB25	MADISON NATL LIFE INS CO, INC	JAN & FEB 25		675.76		
02072025	MAQUOKETA VALLEY COOP	HWY 151 & REITER RD	42.08			
2725	MAQUOKETA VALLEY COOP	STREET LIGHTS	161.61	203.69		
00027	MCALLISTER ELECTRIC SVC INC	DATA, DATAPORTS, RACKING	9,500.00			
00028	MCALLISTER ELECTRIC SVC INC	REARRANGE LIGHT UNDER SHADE	1,200.00	10,700.00		
282396	MEDICAL ASSOCIATES CLINIC PC	DRUG SCREEN B.FRASHER		28.00		
013129	MSA PROFESSIONAL SERVICES	CITY ENGINEER, PARK		2,616.75		
01312026	PARTS AUTHORITY	JANUARY STATEMENT		153.89		
011425011525	STANER BRAD	TRAINING REIMBURSEMENT		108.44		
294454	STATE HYGIENIC LABORATORY	NITRATE & COLIFORM		113.00		
178864	THE LOCKSMITH EXPRESS	CITY HALL DOOR		140.00		
FEB25	US CELLULAR	FEB25 LIBRARY HOTSPOTS		59.58		
02022025	VISA	JANUARY 25 STATEMENT		4,359.64		
1529	WEBER CONSTRUCTION INC	JACK OAK WATER MAIN BREAK	1,795.00			
1530	WEBER CONSTRUCTION INC	ADAMS ST WATER MAIN BREAK	615.00	2,410.00		
250410002827	WELLMARK BC/BS OF IA	MARCH25 INSURANCE PREMIUMS		8,864.01		
Accounts Payable Total				51,494.70		
Payroll Checks						
Report Total				51,494.70		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	14,627.03
016	PARTIAL SELF-FUND	
110	ROAD USE TAX	1,665.18
370	LIBRARY CAPITAL PROJECT	21,435.62
600	WATER	7,392.47
610	SEWER	6,374.40

	TOTAL FUNDS	51,494.70

ACCOUNTS PAYABLE REPORT

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
AT&T GENERAL	TELEPHONE/INTERNET	2179551792	AT&T PHONE CHARGES	1.04
GENERAL	TELEPHONE/INTERNET	2179551792	AT&T PHONE CHARGES	1.56
GENERAL	TELEPHONE/INTERNET	2179551792	AT&T PHONE CHARGES	33.21
SEWER	TELEPHONE/INTERNET	2179551792	AT&T PHONE CHARGES	.79
***** VENDOR TOTAL *****				36.60
BOUND TREE MEDICAL LLC GENERAL	OPER SUPPLIES/MATERIALS MISC. 85665638		EMS SUPPLIES	645.74
***** VENDOR TOTAL *****				645.74
CASCADE MUNICIPAL UTILITIES GENERAL	PROFESSIONAL FEES	20725	ADOBE PRO 1/2	364.86
WATER	PROFESSIONAL FEES	20725	ONE CALL	3,521.57
SEWER	PROFESSIONAL FEES	20725	ONE CALL	3,521.57
***** VENDOR TOTAL *****				7,408.00
MICHAEL DELANEY GENERAL	CAPITAL EQUIPMENT	3380	LAPTOP, SETUP X2	871.00
GENERAL	PROFESSIONAL FEES	3380	DIAGNOSTICS, BACKUP, VIRUS PRO	728.50
LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	3380	LIBRARY TV,ROUTER,SURGE PRO	2,469.00
SEWER	PROFESSIONAL FEES	3380	ROUTER, PRINTER PROBLEMS	301.00
***** VENDOR TOTAL *****				4,369.50
FEH DESIGN LIBRARY CAPITAL PROJECT	PROFESSIONAL FEES - LCP	115011	LIB/CONSTRUCT/ADMIN/FURN	1,491.12
***** VENDOR TOTAL *****				1,491.12
GARLING CONSTRUCTION LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	PAY APP 13	PAY APP 13	6,168.26
***** VENDOR TOTAL *****				6,168.26
PHIL GEHL GENERAL	UNIFORM ALLOWANCE	EJRUZNKAY	BOOT REIMBURSEMENT	163.44
***** VENDOR TOTAL *****				163.44
GORDON FLESCH COMPANY INC GENERAL	OFFICE SUPPLIES	I00996207	1/2 LEASE	156.17
GENERAL	OFFICE SUPPLIES	IN15030939	EXTRA COLOR COPIES	33.69
GENERAL	OFFICE SUPPLIES	IN15033826	DEANNA COPIER/PRINTER	14.98
***** VENDOR TOTAL *****				204.84
GRAINGER SEWER	OPER SUPPLIES/MATERIALS MISC. 9392376712		FILTERS, PIPE, PRESSURE GAUGE	394.44

ACCOUNTS PAYABLE REPORT

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
GRAINGER				
***** VENDOR TOTAL *****				394.44
HAWKINS INC WATER	OPER SUPPLIES/MATERIALS	MISC. 6985250	CHLORINE CYLINDERS	60.00
***** VENDOR TOTAL *****				60.00
LYNCH DALLAS P.C. GENERAL	LEGAL FEES	22165	CITY HALL/SIDEWALKS	120.00
***** VENDOR TOTAL *****				120.00
MADISON NATL LIFE INS CO, INC GENERAL	GROUP INSURANCE	JAN&FEB25	JAN 25	175.10
GENERAL	GROUP INSURANCE	JAN&FEB25	JAN 25	72.70
GENERAL	GROUP INSURANCE	JAN&FEB25	JAN 25	103.66
ROAD USE TAX	GROUP INSURANCE	JAN&FEB25	JAN 25	108.10
WATER	GROUP INSURANCE	JAN&FEB25	JAN 25	108.10
SEWER	GROUP INSURANCE	JAN&FEB25	JAN 25	108.10
***** VENDOR TOTAL *****				675.76
MAQUOKETA VALLEY COOP ROAD USE TAX	STREET LIGHTING	02072025	HWY 151 & REITER RD	42.08
ROAD USE TAX	STREET LIGHTING	2725	STREET LIGHTS	161.61
***** VENDOR TOTAL *****				203.69
MCALLISTER ELECTRIC SVC INC LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	00027	DATA, DATAPORTS, RACKING	9,500.00
LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	00028	REARRANGE LIGHT UNDER SHADE	1,200.00
***** VENDOR TOTAL *****				10,700.00
MEDICAL ASSOCIATES CLINIC PC SEWER	PROFESSIONAL FEES	282396	DRUG SCREEN B.FRASHER	28.00
***** VENDOR TOTAL *****				28.00
MSA PROFESSIONAL SERVICES GENERAL	PROFESSIONAL FEES	013129	OAK HILL PARK RESTROOM	1,012.50
GENERAL	PROFESSIONAL FEES	013129	GENERAL CITY ENGINEER	1,604.25
***** VENDOR TOTAL *****				2,616.75
PARTS AUTHORITY ROAD USE TAX	REPAIR & MAINT EQUIPMENT	01312026	ROLLER	110.61
SEWER	REPAIR & MAINT EQUIPMENT	01312026	WHITE TRUCK	43.28

ACCOUNTS PAYABLE REPORT

VENDOR NAME FUND	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
PARTS AUTHORITY				
***** VENDOR TOTAL *****				153.89
STANER BRAD				
GENERAL	TRAVEL TRAINING & CONFERENCE	011425011525	MEAL REIMBURSE	70.91
GENERAL	FUEL	011425011525	FUEL REIMBURSE	37.53
***** VENDOR TOTAL *****				108.44
STATE HYGIENIC LABORATORY				
WATER	PROFESSIONAL FEES	294454	NITRATE & COLIFORM	113.00
***** VENDOR TOTAL *****				113.00
THE LOCKSMITH EXPRESS				
GENERAL	REPAIR & MAINT. OF BUILDINGS	178864	CITY HALL DOOR	140.00
***** VENDOR TOTAL *****				140.00
US CELLULAR				
GENERAL	TELEPHONE/INTERNET	FEB25	FEB25 LIBRARY HOTSPOTS	59.58
***** VENDOR TOTAL *****				59.58
VISA				
GENERAL	TRAVEL TRAINING & CONFERENCE	02022025	BRAD HOTEL-TRAINING	253.11
GENERAL	FUEL	02022025	EMS FUEL	39.14
GENERAL	UNIFORM ALLOWANCE	02022025	G.SCHMITT JEANS	89.95
GENERAL	TRAVEL TRAINING & CONFERENCE	02022025	IPRA TRAINING	175.00
GENERAL	DUES/MEMBERSHIPS/MAGAZINE SUB.	02022025	IACMA 24-25 MEMBERSHIP DUES	120.00
GENERAL	MISC EXPENSE	02022025	CHARGES TO BE REIMBURSED	391.25
GENERAL	OFFICE SUPPLIES	02022025	#10 STAMPED ENVELOPES	503.71
GENERAL	OFFICE EQUIPMENT	02022025	SAMIE OFFICE CHAIR	124.99
GENERAL	PROFESSIONAL FEES	02022025	COUNCIL GODADDY	2,001.50
LIBRARY CAPITAL PROJECT	CAP OUTLAY - LCP	02022025	SALES TX REFUND BALSAM TREE	607.24
SEWER	OPER SUPPLIES/MATERIALS MISC.	02022025	TP,PT,409 CLEANER	53.75
***** VENDOR TOTAL *****				4,359.64
WEBER CONSTRUCTION INC				
WATER	CONTRACT LABOR	1529	JACK OAK WATER MAIN BREAK	1,795.00
WATER	CONTRACT LABOR	1530	ADAMS ST WATER MAIN BREAK	615.00
***** VENDOR TOTAL *****				2,410.00
WELLMARK BC/BS OF IA				
GENERAL	EMPLOYEE HEALTH INS	250410002827	MARCH25 INSURANCE PREMIUMS	4,517.96
ROAD USE TAX	INSURANCE W/H PAYABLE	250410002827	MARCH25 INSURANCE PREMIUMS	1,242.78
WATER	INSURANCE W/H PAYABLE	250410002827	MARCH25 INSURANCE PREMIUMS	1,179.80
SEWER	INSURANCE W/H PAYABLE	250410002827	MARCH25 INSURANCE PREMIUMS	1,923.47

ACCOUNTS PAYABLE REPORT

VENDOR NAME				PAYMENT
FUND	LINE	INVOICE NUMBER	REFERENCE	AMOUNT
WELLMARK BC/BS OF IA				
***** VENDOR TOTAL *****				8,864.01
***** REPORT TOTAL *****				51,494.70

FUND	INV	PAYMENTS
GENERAL	31	14,627.03
ROAD USE TAX	5	1,665.18
LIBRARY CAPITAL PROJECT	6	21,435.62
WATER	7	7,392.47
SEWER	9	6,374.40
FUND	TOTALS	58 51,494.70

City of Cascade

320 1st Avenue W

PO Box 400

Cascade IA 52033

563.852.3114

AGENDA REQUEST

Name: S. Keyron McDermott _____

Address: 209 Tyler St. _____

Contact Number: 563-451-8523 _____

Council Meeting Date: Mon 24 February 2025 _____
(Return form by Noon Wednesday preceding Council Meeting)

Topic of Discussion: Rain Garden back of Main Street

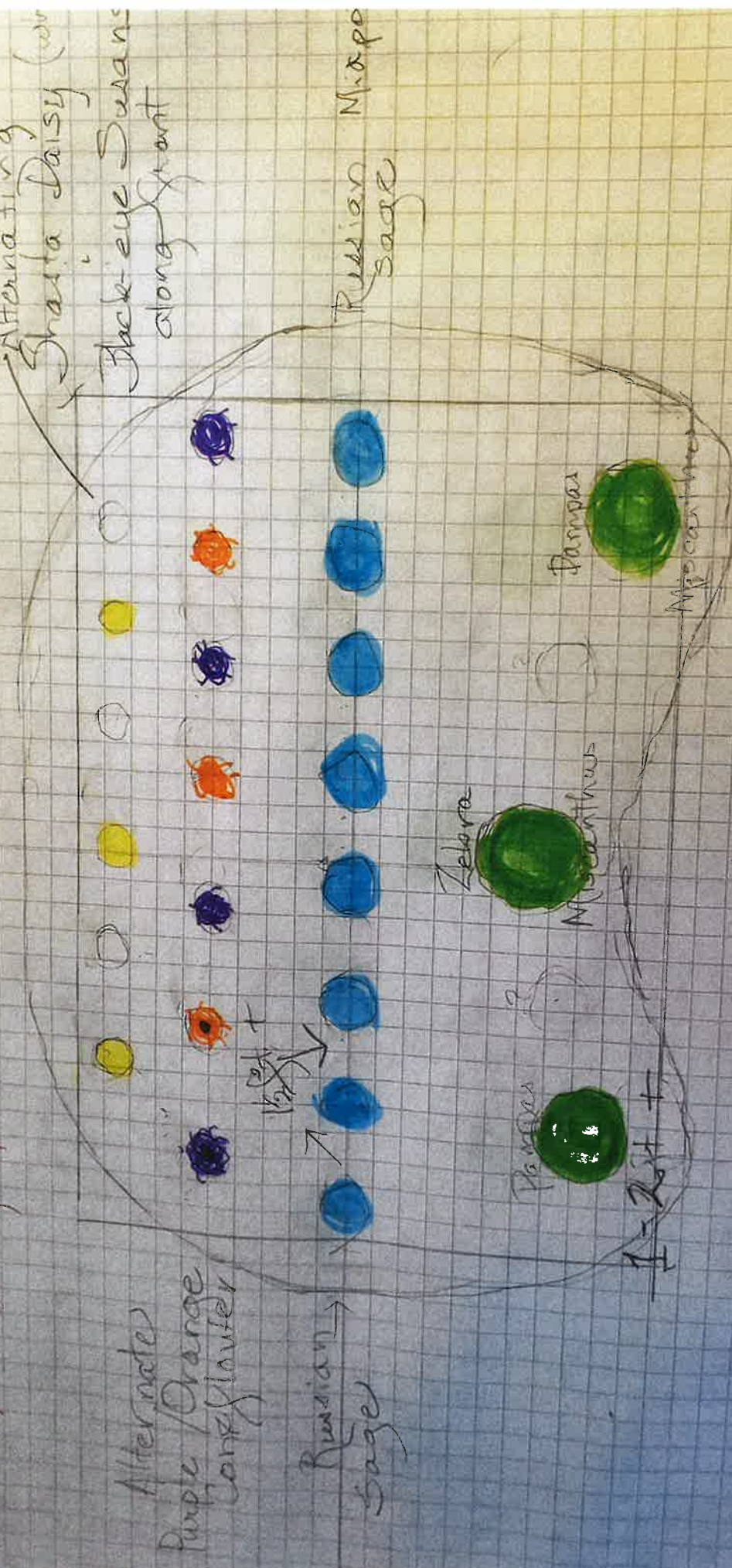
To this email, I am attaching pix of the rain garden built by Cascade High School Students in April 2024.

Signature: _____ McD _____

Date: Mon 3 April 2023

• Rain Garden • Planting
 Electrical lines to Pool Tech House (Red lines)
 E. ↑

* Impt: Stay 2 ft from electrical lines and fiber optic cable west of site!



Fiber optic cable along vehicle barriers

25 ft = 1 ft

NW ↓









Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Development Agreement for BLM Rentals
From: Deanna McCusker, City Administrator

The Development Agreement has been reviewed by the owner of BLM Rentals. He is unable to attend the council meeting, but he is fine with the development agreement.

Per the Development Agreement, the City will withhold the administration fees up to \$7,000 that we had to pay Dorsey & Whitney to prepare all the proceedings for this development agreement before we provide him any tax rebates. This will be tracked in a spreadsheet.

I would recommend that Council approve the Development Agreement. It was prepared with the approval of not to exceed \$60,000 over 11 years.

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(BLM RENTALS, LLC)

419871-56

Cascade, Iowa

February 24, 2025

A meeting of the City Council of the City of Cascade, Iowa, was held at 6:00 p.m., on February 24, 2025, at the Council Chambers, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on a Development Agreement between the City and BLM Rentals, LLC, had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 20-25

Resolution Approving Development Agreement with BLM Rentals, LLC
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

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

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and BLM Rentals, LLC (the “Company”) has been prepared in connection with the construction by the Company of a commercial strip mall in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$60,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on February 24, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Cascade, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Cascade and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "BLM Rentals, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932126004.

Section 5. The City hereby pledges to the payment of the Agreement the BLM Rentals, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the BLM Rentals, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Dubuque County to evidence the continuing pledging of the BLM Rentals, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved February 24, 2025.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Cascade, Iowa (the “City”) and BLM Rentals, LLC (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the Cascade Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area, and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has undertaken the construction of a new three-unit commercial/retail strip mall (the “Project”) on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Maintenance. The Company has constructed the Project on the Property.

The Company agrees to use the completed Project as part of its business operations on the Property throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”). For purposes of this Agreement, the Project is being used as part of the Company’s business operations if the units (the “Commercial Units”) comprising the Project are being used as part of the ongoing business operations of one or more commercial enterprise(s) or the Commercial Units are actively available for lease in the ongoing business operations of one or more commercial enterprise(s) at a reasonable market rate.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Business Operations Certifications. Upon request by the City, the Company agrees to submit documentation to the satisfaction of the City demonstrating that the Business Operations Requirement is being met by the Company.

3. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. **Property Tax Payment Certification.** The Company agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing in calendar year 2026, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by sixty percent (60%) (the “Annual Percentage”). The Company will submit the Company’s Estimate by completing and submitting the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Dubuque County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the Property.

For purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa, the taxable base valuation of the Property shall be the assessed taxable valuation of the Property as of January 1, 2024 (the “Base Valuation”); and

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. **Default Provisions.**

A. **Events of Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to comply with the Business Operations Requirement.
- (ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Company to comply with the certification requirements set forth in Sections A.2 and A.4 of this Agreement.
- (iv) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.
- (iii) Terminate this Agreement.

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$7,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues received by the City before making any Payments to the Developer, as hereinafter set forth, in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty-two (22) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed sixty thousand dollars (\$60,000) (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Dubuque County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

This Agreement assumes that the first affirmative appropriation decision under Section B.2 of this Agreement and the first certification under Section B.4 of this Agreement will occur before December 1, 2025. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2026, and continuing to, and including, June 1, 2037, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2037.

3. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026, and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Dubuque County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Dubuque County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2037, or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CASCADE, IOWA

By: _____
Mayor

Attest:

City Clerk

BLM RENTALS, LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Cascade, Dubuque County, State of Iowa, bearing Dubuque County Property Tax Parcel Identification Number 1932126004.



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Pay Application #13 Cascade Library Project
From: Deanna McCusker, City Administrator

This Resolution is to approve Pay App #13 for the Cascade Public Library in the amount of \$6,168.26. There is \$197,685.05 left to finish paying for the contract including retainage.

RESOLUTION NO. 21-25

**A RESOLUTION APPROVING PAY APPLICATION NO. 13 FOR THE CASCADE
PUBLIC LIBRARY PROJECT IN THE CITY OF CASCADE, IOWA**

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

WHEREAS, the project engineer has tabulated the project costs through January 31, 2025 for the Cascade Public Library Project; and,

WHEREAS, the contract engineer does recommend approval of Pay Application No. 13 for the project in the amount of \$6,168.26, with a balance to finish including retainage of \$197,685.05.

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

Section 1. That Payment No. 13, Cascade Public Library Project, dated January 31, 2025 in the amount of \$6,168.26 is made part of this resolution.

Section 2. That the City Council accepts and approves Contractor's Application for Payment No. 13 as presented.

Section 3. That the Mayor is hereby authorized and directed to execute Payment No. 13 on behalf of the City of Cascade and the City Clerk shall issue payment upon approval by the City Council and execution by the Mayor.

PASSED AND APPROVED this 24th day of February 2025.

Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO (OWNER):

City of Cascade
320 First Ave W
Cascade, IA 52033

PROJECT: Cascade Library

102 2nd Ave SW
Cascade, IA 52033

APPLICATION NO: 13

INVOICE NO: 003403
PROJECT NO: 54240
ARCHITECT PROJECT NO:
OWNER PO NO: 54240

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ LENDOR
☐ GENERAL CONTRACTOR
☐ CONSTRUCTION MANAGER
☐ OTHER

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

ARCHITECT: FEH Design
951 Main St
Dubuque, IA 52001

CONTRACT DATE: 12/11/2023
FROM: 1/1/2025
TO: 1/31/2025

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

CONTRACTOR: Garling Construction, Inc.

BY: Tony D DATE: 2-13-25

ARCHITECTS CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$2,923,000.00
2. Net change by Change Orders \$28,483.18
3. CONTRACT SUM TO DATE (Line 1 + 2) \$2,951,483.18
4. TOTAL COMPLETED & STORED TO DATE \$2,898,734.88
(Column I on G703)
5. RETAINAGE:
a. 5.00% of Completed Work \$144,936.75
(Column F + G on G703)
b. of Stored Material
(Column H on G703)
Total Retainage (Line 5a + 5b or
Total in Column L of G703) \$144,936.75
6. TOTAL EARNED LESS RETAINAGE \$2,753,798.13
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

- (Line 6 from prior Certificate) \$2,747,629.87
8. CURRENT PAYMENT DUE \$6,168.26
9. BALANCE TO FINISH, PLUS RETAINAGE \$197,685.05
(Line 3 less Line 6)

State of: IA
Subscribed and sworn to before me this 13th day of FEB 2025

Notary Public:

My Commission Expires:

Amy Demeulenaere
3-6-26



AMOUNT CERTIFIED \$ 6,168.26
Six Thousand One Hundred Sixty Eight Dollars and Twenty Six Cents

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

ARCHITECT: Alene Date: 17 February 2025

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

CONTINUATION SHEET AIA DOCUMENT G703

PROJECT: 54240

REGULAR ITEMS

PAGE 2 of 5

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
Contractor's signed Certification is attached.
CONTRACT DATE: 12/11/2023
FROM: 1/1/2025
TO: 1/31/2025

In tabulations below, amounts are stated to the nearest dollar.
Use **Column L** on Contracts where variable retainage for lin.

APPLICATION NO: 13
INVOICE NO: 003403
PROJECT NO: 54240
ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE		RETAINAGE
			AMOUNT		AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE			
1	DIVISION 01													
2	General Requirements		74,500.00		74,500.00	100%				74,500.00	100%			3,725.00
3	PM/Superv/Admin		189,100.00		189,100.00	100%				189,100.00	100%			9,455.00
4	Contingency Allowance		75,000.00		15,758.79	21%	6,492.91		9%	22,251.70	30%		52,748.30	1,112.59
5	DIVISION 02													
6	Layout/SWPPP		18,700.00		18,700.00	100%				18,700.00	100%			935.00
7	Mobilization		8,700.00		8,700.00	100%				8,700.00	100%			435.00
8	Site Demo/Excavation		33,300.00		33,300.00	100%				33,300.00	100%			1,664.99
9	Mass Fill		50,600.00		50,600.00	100%				50,600.00	100%			2,530.01
10	Storm Sewer		60,000.00		60,000.00	100%				60,000.00	100%			3,000.00
11	Sanitary Sewer		5,300.00		5,300.00	100%				5,300.00	100%			265.00
12	Domestic Service		7,500.00		7,500.00	100%				7,500.00	100%			375.00
13	Subbase		35,400.00		35,400.00	100%				35,400.00	100%			1,770.00
14	Final Grading		6,000.00		6,000.00	100%				6,000.00	100%			300.00
15	Asphalt/Stripping		57,800.00		57,800.00	100%				57,800.00	100%			2,890.00
16	DIVISION 03													
17	Reinforcement		28,600.00		28,600.00	100%				28,600.00	100%			1,430.00
18	Foundations		97,200.00		97,200.00	100%				97,200.00	100%			4,860.00
19	Floor Slab		53,200.00		53,200.00	100%				53,200.00	100%			2,660.00
20	Sidewalks		51,900.00		51,900.00	100%				51,900.00	100%			2,595.00
21	DIVISION 04													
22	Masonry Material		152,200.00		152,200.00	100%				152,200.00	100%			7,610.00
23	Masonry Labor		122,900.00		122,900.00	100%				122,900.00	100%			6,145.00
24	DIVISION 05													
25	Structural Steel		27,200.00		27,200.00	100%				27,200.00	100%			1,360.00
26	DIVISION 06													
27	Rough Carpentry Material		86,100.00		86,100.00	100%				86,100.00	100%			4,305.00
28	Heavy Timber Material		102,900.00		102,900.00	100%				102,900.00	100%			5,145.00
29	Wood Trusses Material		12,200.00		12,200.00	100%				12,200.00	100%			610.00
30	Finish Carpentry Material		140,200.00		140,200.00	100%				140,200.00	100%			7,010.00
31	Division 06 Labor		169,900.00		169,900.00	100%				169,900.00	100%			8,495.00
32	DIVISION 07													
33	Insulation Material		28,900.00		28,900.00	100%				28,900.00	100%			1,445.00
34	Insulation Labor		14,900.00		14,900.00	100%				14,900.00	100%			745.00
35	Weather Barriers		26,700.00		26,700.00	100%				26,700.00	100%			1,335.00
PAGE TOTALS			\$1,736,900.00		\$1,677,658.79	97%	\$6,492.91		0%	\$1,684,151.70	97%	\$52,748.30		\$84,207.59
REGULAR ITEM TOTALS			\$2,923,000.00		\$2,863,758.79	98%	\$6,492.91		0%	\$2,870,251.70	98%	\$52,748.30		\$143,512.59
CHANGE ORDERS			\$28,483.18		\$28,483.18	100%			0%	\$28,483.18	100%			\$1,424.16
GRAND TOTALS			\$2,951,483.18		\$2,892,241.97	98%	\$6,492.91		0%	\$2,898,734.88	98%	\$52,748.30		\$144,936.75

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

CONTRACT DATE:
12/11/2023

In tabulations below, amounts are stated to the nearest doll

FROM: 1/1/2025

Use Column L on Contracts where variable retainage for lin

TO: 1/31/2025

APPLICATION NO: 13
INVOICE NO: 003403
PROJECT NO: 54240
ARCHITECT PROJECT NO:

A	B	C	D	E	F	G	H	I	J	K	L	M	
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT		AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	TPO Roofing Material		84,500.00		84,500.00	100%			84,500.00	100%		4,225.00	
37	TPO Roofing Labor		43,500.00		43,500.00	100%			43,500.00	100%		2,175.00	
38	Sheet Metal Trims Material		12,800.00		12,800.00	100%			12,800.00	100%		640.00	
39	Sheet Metal Trims Labor		6,700.00		6,700.00	100%			6,700.00	100%		335.00	
40	Joint Sealants		13,600.00		13,600.00	100%			13,600.00	100%		680.00	
41	Fiber Cement Siding		13,400.00		13,400.00	100%			13,400.00	100%		670.00	
42	DIVISION 08												
43	Doors/Frames/Hardware Material		61,200.00		61,200.00	100%			61,200.00	100%		3,060.00	
44	Doors/Frames/Hardware Labor		24,900.00		24,900.00	100%			24,900.00	100%		1,245.00	
45	Storefronts/Glazing Material		99,500.00		99,500.00	100%			99,500.00	100%		4,975.00	
46	Storefronts/Glazing Labor		52,700.00		52,700.00	100%			52,700.00	100%		2,635.00	
47	DIVISION 09												
48	Drywall Material		33,500.00		33,500.00	100%			33,500.00	100%		1,675.00	
49	Drywall Labor		39,900.00		39,900.00	100%			39,900.00	100%		1,995.00	
50	Acoustical Ceiling & Sounds Units		44,900.00		44,900.00	100%			44,900.00	100%		2,245.00	
51	Flooring		37,900.00		37,900.00	100%			37,900.00	100%		1,895.00	
52	Painting & Coverings		58,000.00		58,000.00	100%			58,000.00	100%		2,900.00	
53	DIVISION 10												
54	Visual Display Units		4,400.00		4,400.00	100%			4,400.00	100%		220.00	
55	Signage & Flagpoles		14,700.00		14,700.00	100%			14,700.00	100%		735.00	
56	Protective Wall Covering		5,400.00		5,400.00	100%			5,400.00	100%		270.00	
57	Toilet Accessories		6,700.00		6,700.00	100%			6,700.00	100%		335.00	
58	Fire Protection Specialties		5,600.00		5,600.00	100%			5,600.00	100%		280.00	
59	DIVISION 11												
60	Book Drop Box		4,400.00		4,400.00	100%			4,400.00	100%		220.00	
61	DIVISION 12												
62	Window Shades		5,500.00		5,500.00	100%			5,500.00	100%		275.00	
63	DIVISION 22												
64	Mobilization		2,200.00		2,200.00	100%			2,200.00	100%		110.00	
65	Underground Equipment & Labor		14,300.00		14,300.00	100%			14,300.00	100%		715.00	
66	Rough-In Labor		12,900.00		12,900.00	100%			12,900.00	100%		645.00	
67	Plumbing Fixtures Material		20,100.00		20,100.00	100%			20,100.00	100%		1,005.00	
68	Piping Material		13,500.00		13,500.00	100%			13,500.00	100%		675.00	
69	Insulation		8,200.00		8,200.00	100%			8,200.00	100%		410.00	
70	DIVISION 23												
PAGE TOTALS			\$744,900.00		\$744,900.00	100%			\$744,900.00	100%		\$37,245.00	
REGULAR ITEM TOTALS			\$2,923,000.00		\$2,863,758.79	98%		\$6,492.91	\$2,863,758.79	98%		\$52,748.30	
CHANGE ORDERS			\$28,483.18		\$28,483.18	100%			\$28,483.18	100%		\$1,424.16	
GRAND TOTALS			\$2,951,483.18		\$2,892,241.97	98%		\$6,492.91	\$2,898,734.88	98%		\$52,748.30	
												\$144,936.75	

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

CONTRACT DATE:
12/11/2023

In tabulations below, amounts are stated to the nearest doll

FROM:
1/1/2025

Use Column L on Contracts where variable retainage for lin

TO:
1/31/2025

APPLICATION NO: 13
INVOICE NO: 003403
PROJECT NO: 54240
ARCHITECT PROJECT NO:

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE AMOUNT	PREVIOUS APPLICATION AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE AMOUNT	PERCENT COMPLETE	BALANCE	RETAINAGE
71	Shop Drawings		5,700.00	5,700.00	100%				5,700.00	100%		285.00
72	Ductwork/Insulation		23,000.00	23,000.00	100%				23,000.00	100%		1,150.00
73	Equipment		85,900.00	85,900.00	100%				85,900.00	100%		4,295.00
74	Gas Piping		8,600.00	8,600.00	100%				8,600.00	100%		430.00
75	Controls		27,400.00	27,400.00	100%				27,400.00	100%		1,370.00
76	TAB		6,400.00	6,400.00	100%				6,400.00	100%		320.00
77	DIVISION 26-27-28											
78	Distribution Material		19,600.00	19,600.00	100%				19,600.00	100%		980.00
79	Lighting Material		104,500.00	104,500.00	100%				104,500.00	100%		5,225.00
80	Comm Material		40,900.00	40,900.00	100%				40,900.00	100%		2,045.00
81	Rough-In Material		31,600.00	31,600.00	100%				31,600.00	100%		1,580.00
82	Misc Material		8,100.00	8,100.00	100%				8,100.00	100%		405.00
83	Labor		79,500.00	79,500.00	100%				79,500.00	100%		3,975.00
84												
85												
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PAGE TOTALS			\$441,200.00	\$441,200.00	100%	\$6,492.91		0%	\$441,200.00	100%	\$52,748.30	\$22,060.00
REGULAR ITEM TOTALS			\$2,923,000.00	\$2,863,758.79	98%				\$2,870,251.70	98%		\$143,512.59
CHANGE ORDERS			\$28,483.18	\$28,483.18	100%				\$28,483.18	100%		\$1,424.16
GRAND TOTALS			\$2,951,483.18	\$2,892,241.97	98%	\$6,492.91		0%	\$2,898,734.88	98%	\$52,748.30	\$144,936.75

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

CONTRACT DATE: 12/11/2023

In tabulations below, amounts are stated to the nearest dollar.

FROM: 1/1/2025

Use Column L on Contracts where variable retainage for line items may apply.

TO: 1/31/2025

APPLICATION NO:
INVOICE NO:
PROJECT NO:
ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH				TOTAL COMPLETE AND TO DATE				BALANCE TO FINISH	
				AMOUNT	AMOUNT	PERCENT COMPLETE	IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE		
1	Change Orders																
2	COR 002R- RFI 12 Existing Storm an	0001		9,328.44	9,328.44	100%				9,328.44	100%				466.42		
3	Contingency COR 1.3,4,6,7,8,8R,9,10	0002															
4	AIA 2 COR 1.3 and 1.4	0003		19,154.74	19,154.74	100%				19,154.74	100%				957.74		
5	Contingency COR 5R, 12.15	0004															
6	Contingency COR 16,17,18	0005															
7	Contingency COR 019- Added Line S	0006															
8																	
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PAGE TOTALS				\$28,483.18	\$28,483.18	100%				\$28,483.18	100%				\$1,424.16		
CHANGE ORDER TOTAL				\$28,483.18	\$28,483.18	100%				\$28,483.18	100%				\$1,424.16		
REGULAR ITEMS TOTALS				\$2,923,000.00	\$2,863,758.79	98%	\$6,492.91		0%	\$2,870,251.70	98%	\$52,748.30			\$143,512.59		
GRAND TOTALS				\$2,951,483.18	\$2,892,241.97	98%	\$6,492.91		0%	\$2,898,734.88	98%	\$52,748.30			\$144,936.75		

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$13690.00
for labor, services, equipment or material
furnished to: Garling Construction, Inc.
on the job of: Cascade Public Library

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

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

Dated: January 09, 2025

Company: Wood Components & Technologies Inc
Signature: 

By:  Kathy J. Giberson Acct. Manager
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$4126.80

for labor, services, equipment or material

furnished to: Garling Construction, Inc.

on the job of: Cascade Public Library

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

Through

Subcontractor Pay 0001

Request number:

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

Dated:

January 09, 2025

Company:

Premier Edge, L.L.C

Signature:



By:

Matt Spaulding, VP

(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$24302.90
for labor, services, equipment or material
furnished to: Garling Construction, Inc.
on the job of: Cascade Public Library

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

furnished to: Garling Construction, Inc.
Through
Subcontractor Pay 0002
Request number:

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

Dated: January 09, 2025

Company: Commercial Flooring Co
Signature: 

By: Michael Bennett V.P.
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$10833.80

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

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

furnished to: Garling Construction, Inc.

Through

Subcontractor Pay 0008

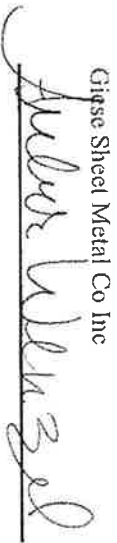
Request number:

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

Dated: January 09, 2025

Company: Giese Sheet Metal Co Inc

Signature:



By:

Amber Wenzel Accounting

(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$7224.75
for labor, services, equipment or material
furnished to: Garling Construction, Inc.
on the job of: Cascade Public Library

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

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

Dated: January 09, 2025

Company: Roger's Concrete Constr
Signature: *Roger's Concrete*

By: *Tanya Payne*
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$25650.00

for labor, services, equipment or material

furnished to: Garling Construction, Inc.

on the job of: Cascade Public Library

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

furnished to: Garling Construction, Inc.

Through

Subcontractor Pay 0002

Request number:

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

Dated: January 09, 2025

Company: Young Painting & Decorat

Signature:



By:

Steve Young & Office Manager
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$63129.05

for labor, services, equipment or material

furnished to: Garling Construction, Inc.
on the job of: Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced
job to the following extent. This release covers a progress payment for labor, services, equipment, or material
furnished to: Garling Construction, Inc.
Through
Subcontractor Pay 0008
Request number:

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

Dated: February 06, 2025

Company: McAllister Electrical Services Inc

Signature: Pete A. McAllister

By: Pete McAllister

(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

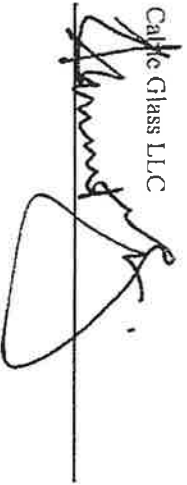
The undersigned has been paid and has received a progress payment
in the sum of: 15,647.83
for labor, services, equipment or material
furnished to: Garling Construction, Inc.
on the job of: Cascade Public Library

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced
job to the following extent. This release covers a progress payment for labor, services, equipment, or material
furnished to: Garling Construction, Inc.
Through
Subcontractor Pay 0009
Request number:

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

Dated: February 06, 2025

Company:
Signature:

Calfe Glass LLC


By:

EDWARD N. BOYLE, III, Executive Vice President

(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: **\$17,214.45**
for labor, services, equipment or material
furnished to: **Garling Construction, Inc.**
on the job of: **Cascade Public Library**

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced
job to the following extent. This release covers a progress payment for labor, services, equipment, or material
furnished to: **Garling Construction, Inc.**
Through
Subcontractor Pay **0008**
Request number:

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

Dated: **February 06, 2025**

Company: **CableGlass LLC**
Signature: 

By: **EDWARD M. BOYLE II, Executive Vice President.**
(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$17785.81

for labor, services, equipment or material

furnished to: Garling Construction, Inc.

on the job of: Cascade Public Library

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

through

Subcontractor Pay 0005

Request number:

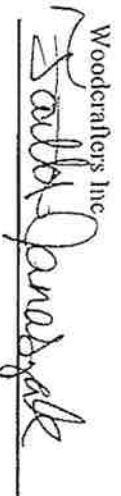
only and does not cover any retention retained before or after the release date; extras furnished before the release date
for which payment has not been received; extras or items furnished after the release date. Rights based upon work
performed or items furnished under written change order which has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

Dated:

February 06, 2025

Company:

Signature:

Woodcrafters Inc


By:


Faith Sanaszak; accountant

(Name & Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment
in the sum of: \$8331.86

for labor, services, equipment or material

furnished to: Garling Construction, Inc.

on the job of: Cascade Public Library

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

furnished to: Garling Construction, Inc.

Through

Subcontractor Pay 0003

Request number:

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

Dated: February 06, 2025

Company: Young Painting & Decorat

Signature:

Shari Young

By:

Shari Young Office Manager
(Name & Title)



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Change Order For Unused Contingency Allowance Library Project
From: Deanna McCusker, City Administrator

When the contract for the Cascade Library project was approved it had \$75,000 of contingency allowance included. This was in place for unforeseen things throughout the project. Since the project is substantially completed, there is \$52,748.30 out of the \$75,000 that was not needed. Therefore, FEH is providing the City of Cascade a credit for this unused contingency.

I recommend that Council approve this unused contingency resolution, which is reflected on the pay application also.

This typically doesn't happen with projects that such a large amount of contingency is not needed.

RESOLUTION #22-25

**RESOLUTION APPROVING A CHANGE ORDER CREDIT FOR UNUSED
CONTINGENCY ALLOWANCE FROM GARLING CONSTRUCTION INC FOR THE
NEW CASCADE PUBLIC LIBRARY CONSTRUCTION CONTRACT**

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

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

WHEREAS, after all the project change orders there is \$52,748.30 remaining in the contingency fund that was unused and will be credited back towards the contract amount.

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

Section 1. That the Change Order providing a credit for unused contingency allowance, as attached is hereby approved by the Cascade City Council in the amount of \$52,748.30.

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

PASSED AND APPROVED this 24th day of February, 2025.

Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Cascade Public Library
108 2nd Ave SW, Cascade, IA 52033

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 12, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 10 February 2025

OWNER: *(Name and address)*
City of Cascade
320 1st Avenue West
Cascade, IA 52033

ARCHITECT: *(Name and address)*
FEH Associates, Inc. dba. FEH DESIGN
951 Main Street
Dubuque, Iowa 52001

CONTRACTOR: *(Name and address)*
Garling Construction, Inc.
1120 - 11th Street
Belle Plaine, Iowa 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit for unused Contingency Allowance per the attached allowance spreadsheet.

The original Contract Sum was	\$ 2,923,000.00
The net change by previously authorized Change Orders	\$ 28,483.18
The Contract Sum prior to this Change Order was	\$ 2,951,483.18
The Contract Sum will be decreased by this Change Order in the amount of	\$ 52,748.30
The new Contract Sum including this Change Order will be	\$ 2,898,734.88
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be unchanged	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH Associates, Inc. dba. FEH DESIGN
ARCHITECT *(Firm name)*


SIGNATURE

Christy Monk, Project Manager
PRINTED NAME AND TITLE

10 February 2025
DATE

Garling Construction, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

Troy Pins, President
PRINTED NAME AND TITLE

2-17-25
DATE

City of Cascade
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

[illegible]



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Substantial Completion for the Cascade Library Project
From: Deanna McCusker, City Administrator

Following progress meetings and the initial punchlist walkthrough of the new library, it is deemed to be substantially completed. There are still some items that need addressed and will be completed prior to final completion. There is also a maintenance bond on the project for Garling Construction, so if anything happens over the course of the next 2 years, they will have to repair/replace.

I recommend that Council approve this substantial completion certificate for the Cascade Library Project.

RESOLUTION #23-25

**A RESOLUTION APPROVING THE CERTIFICATE OF SUBSTANTIAL
COMPLETION FOR THE CASCADE PUBLIC LIBRARY PROJECT WITH GARLING
CONSTRUCTION, INC. IN THE CITY OF CASCADE, IOWA**

WHEREAS, the architect, FEH Design has reviewed the work on the project for the Cascade Public Library Project by and find that the work is substantially complete; and,

WHEREAS, the architect recommends approval of the Certificate of Substantial Completion on the Cascade Public Library Project; and,

WHEREAS, a final punch list of items to be completed has been developed and will be reviewed prior to final acceptance of the project.

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

SECTION I. That the Certificate of Substantial Completion of the work for the Cascade Public Library Project, Garling Construction, dated February 13, 2025, is made part of this resolution.

SECTION II. That the City Council accepts and approves the Certificate of Substantial Completion of the Cascade Public Library Project as presented.

SECTION III. That the Mayor is hereby authorized and directed to execute the acceptance of said Certificate of Substantial Completion on behalf of the City of Cascade.

PASSED AND APPROVED this 24th day of February, 2025.

Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Cascade Public Library
108 2nd Ave SW, Cascade, IA 52033

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 12, 2023

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: 10 February 2025

OWNER: *(name and address)*
City of Cascade
320 1st Avenue West
Cascade, IA 52033

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

CONTRACTOR: *(name and address)*
Garling Construction, Inc.
1120 - 11th Street
Belle Plaine, Iowa 52208

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

The entire building and the site.

FEH Associates, Inc.
dba. FEH DESIGN

ARCHITECT *(Firm Name)*


SIGNATURE

Christy Monk, Project
Manager

PRINTED NAME AND TITLE

15 January 2025

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

No Exceptions.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Items identified on the attached punchlists.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Ten (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$5,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner shall accept responsibility of the items listed above as of the date of this Certificate of Substantial Completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Garling Construction, Inc.
CONTRACTOR *(Firm Name)*


SIGNATURE

Troy Pins, President
PRINTED NAME AND TITLE

2-13-25
DATE

City of Cascade
OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

**INTERIOR AND EXTERIOR PUNCH LIST**

Project Name:	Cascade Public Library	FEH Project #:	2021310
Project Location:	Cascade, Iowa	Date of Review:	1/15/2025
Reviewed by Owner:	Deanna McCusker, Melissa Kane, Monica Recker		
Reviewed by FEH:	Christy Monk, Ellie Wigginton		

The following list indicates items that need to be completed or corrected for this project. The failure to indicate any items required by the Contract Documents does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Separate punch-lists for MEP (Delta 3) and Civil (Buesing) will be completed by others indicating items in those disciplines to be completed or corrected.

Room No.		COMPLETE			
		YES	NO	Completer Initials	Date
General Notes:					
	Replace window sills with units sized for the extension at the wall.				
	Seal perimter of window sills				
	Touch up paint at locations marked with tape or as noted below.				
	Seal holes at electrical conduit.				
	Clean/dust paint and dust from wood ceiling - special attention around beams and along perimeter.				
	Complete filling nail holes at wood trim throughout.				
100	VESTIBULE				
	Resolve / smooth visible seams of carpet tile				
101	CORRIDOR				
	No items identified in addition to general items.				
102	MEETING ROOM				
	Complete installation of aluminum window frame (middle window)				
	Complete installation of ceiling tiles.				
103	RESTROOM				
	Remove masking tape from ceiling grid and confirm ceiling tiles are set in grid				
104	RESTROOM				
	Set ceiling tile in grid (along south wall).				
105	STORAGE				
	Set ceiling tile in grid (along north wall).				



106	JANITOR				
	No items identified in addition to general items.				
107	CORRIDOR				
	No items identified in addition to general items.				
108	MECHANICAL				
	No items identified in addition to general items.				
109	RESTROOM				
	No items identified in addition to general items.				
110	STORAGE				
	Touch up paint at wall on latch side of door.				
111	WORK AREA / CIRC DESK				
	Touch up paint along bulkhead.				
	Touch up sealant at countertop of west casework.				
	Touch up stain at south face of circulation desk				
	Resolve bottom drawer adjacent to interior book drop conflicting with wood panel (adjust drawer slide)				
112	BOOK DROP				
	Address squeaky door 112.1 (left panel).				
113	DIRECTOR				
	Clean up dirty ceiling tile (NW).				
	Resolve streaky stain at latch side of door 113.1				
114	TECH				
	Complete install of data cables.				
	Remove loose packing material in trash bin cabinet.				
	Clean up/dust ceiling.				
115	STUDY 1				
	No items identified in addition to general items.				
116	STUDY 2				
	Touch up stain at wood base (west wall).				
	Touch up caulk at window.				
117	CONFERENCE				
	Fill in nick in door frame (latch side).				
	Touch up ceiling grid (looks like sharpie).				
	Set ceiling tile in grid (along south wall).				
	Clean dirty ceiling tile (around middle of ceiling).				
118	TEEN				
	No items identified in addition to general items.				
119	SITTING AREA				
	No items identified in addition to general items.				



120	ADULT				
	Clean up/dust shingles of silo. Touch up stain as needed.				
	Fix wood trim at bottom of window (toward silo).				
121	ADULT TOWER SEATING				
	No items identified in addition to general items.				
122	SILO				
	Resolve / smooth visible seams of carpet tile				
	Remove paint or drywall dust from shingles of silo, adult side				
123	CHILDREN				
	Touch up paint on column.				
	Stray wires at some light fixtures.				
124	RESTROOM				
	Sweep.				
	Clean dirty ceiling tile (west wall).				
125	NEW ARRIVALS / MEDIA				
	Install shelves at Friends area.				
	Replace stained carpet tile (solid carpet in front of friends shelving).				
	Stain holes in door 125.1, at frame head				
	WEST ELEVATION				
	Remove mortar from brick at gridline A				
	Remove mortar on brick at exterior light and lambs tongue				
	Repair cracked limestone at head of north-most window				
	Clean bottom of cement board below metal letter signage.				
	SOUTH ELEVATION				
	No items identified.				
	EAST ELEVATION				
	Resolve condensation in high electrical outlet north of siding				
	NORTH ELEVATION				
	No items identified.				

Christy Monk

From: Dieter Muhlack <muhlackd@delta3eng.biz>
Sent: Monday, January 27, 2025 5:16 PM
To: Christy Monk
Subject: RE: [External] RE: Cascade Testing and Balancing Report

Went to site today

1 Jan 106 – Caulk at joint between US-1 and stainless wall guards, especially in corner where there is a noticeable opening.

2 RTU-3 The 10" and 12" supply ducts are reversed from what is shown on plan. This is acceptable as long as design air is achieved, and no noise is generated.

3 RTU-3 two of the 4 diffusers point downward at about 30 degrees, this will cause noticeable air flow on people passing by this area. Can diffuser deflector vanes be adjusted enough to avoid blowing noticeably on people. As set now occupants may complain.

Dieter Muhlack



875 South Chestnut
Street
Platteville, WI 53818
608-348-5355 x 1016

898 Jackson Street
Dubuque, IA 52001
563-542-9005 x 1016

muhlackd@delta3eng.biz
Cell 563-590-8575



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From: Christy Monk <christym@fehdesign.com>
Sent: Thursday, January 16, 2025 8:13 PM
To: Dieter Muhlack <muhlackd@delta3eng.biz>
Subject: RE: [External] RE: Cascade Testing and Balancing Report

Hi Dieter,

Yes, we just reviewed the building architecturally this week. Would you be able to review it mechanically and electrically before 1/28?

Thanks! Christy

Christy Monk / AIA, LEED AP BD+C

ARCHITECT / VICE PRESIDENT

FEH DESIGN

DIRECT (563) 845-3436
OFFICE (563) 583-4900

January 29, 2025

Christy Monk, AIA, LEED AP BD+C
Vice President
FEH Design
951 Main Street
Dubuque, IA 52001

Re: Cascade Public Library
Punch List Inspection
Buesing & Associates Project No.: 23081

Dear Ms. Monk,

Per your request, we have completed a site visit with the intent of preparing a punch list of items to be addressed prior to the contract being closed out. We have found the following items that need further attention. With each item, we have included photos for reference.

1. Overall Site – The site has been hydroseeded. We found several areas with ruts, clumps of soil on the surface, and construction debris. We would recommend the site be revisited in the spring to correct the areas and reseed. We do not believe that the site would be mowable in the current condition. Pictures are examples and do not document every area of concern.



2. Storm Manhole – East of Walk to canopy area. The area around the manhole needs to be reshaped to blend better. The rim of the manhole should be flush with the surrounding grade to avoid issues when mowing. Additionally, the photo shows rutting in the seeded area.



3. Downspout connection to storm at Canopy. This connection is not according to the detail (11/C5.1) in the plan set. Please revise so the black corrugated pipe is cut flush with the surface



4. The sidewalk around the on the east side of Peirce Street that was replaced is cracked. It appears that there should have been two additional saw cuts off the corners of the intake at 45-degree angles. We would recommend removing and replacing the cracked panel.



5. There are several areas long walks and behind curbs where either the backfill was not placed, or it has settled. These areas need to be backfilled with topsoil and reseeded. Images are examples only and not all areas are shown.



6. The double sweep sanitary sewer clean out needs concrete collars placed around the casting to conform to detail 22/5.0



7. Storm clean out along the parking lot, between the walk and the building needs to be lowered, have the cast iron frame and cover installed, and have a concrete collar placed to conform to detail 24/C5.0. This area will also need to be regraded and reseeded.



8. Storm Inlets – In general, the storm inlets around the site will need to be cleaned. There was considerable amounts of leaves and debris in the inlets.



Please note that this review was based on observable items. We did not check slopes of ADA ramps, walks, etc. If you would like these slopes verified, we would need to schedule and send a survey crew to the site to complete an as-built survey. If you would like this performed, please contact me to schedule.

If you have any questions, please feel free to contact me directly either at our office, or via cell phone. If needed, I can send the original photo files if the included images are too small to see more details.

Respectfully submitted,



Buesing & Associates, Inc.
Patrick J. Norton, P.E., LEED AP
Senior Civil Engineer



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Seasonal Employees
From: Deanna McCusker, City Administrator

I am asking for approval to hire two seasonal employees for the summer. There is money in the FY26 budget already for these 2 positions. The first position would be a maintenance employee who can help with mowing, trimming and other general maintenance to assist public works. The second position would be a GIS Tech for just one day per week. I have already discussed this with Chris Felton who did this last year and he is available one day a week and interested in helping us out again. Chris is the ideal person to assist with the GIS since he is very familiar with the utility system and GIS software. He got the water almost completely mapped last summer and can start adding the sewer and storm sewer.

My recommendation is to offer an hourly wage of \$15 for the seasonal maintenance employee and \$20 for the GIS Tech. I will advertise for both positions, hold interviews and make the recommendation in early April.

RESOLUTION #24-25

**A RESOLUTION TO APPROVE HIRING A SEASONAL FULL-TIME MAINTENANCE
EMPLOYEE AND A ONE DAY A WEEK SUMMER GIS TECH FOR THE STREET, WATER
AND SEWER DEPARTMENTS FROM MAY 19, 2025 THRU AUGUST 29, 2025 FOR THE
CITY OF CASCADE, IOWA**

WHEREAS, the City of Cascade hired a GIS Tech for the summer months in 2024 to collect and map water and sewer data into the Geographic Information System (GIS), and;

WHEREAS, the City wants to continue gathering the water, sewer and storm sewer data and having it inputted into the GIS system for city employees and engineers to use, and;

WHEREAS, the City also has a need to add a seasonal employee to assist in the completion of maintenance type tasks throughout the summer; and,

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL of the City of Cascade authorizes the hiring of a seasonal 40-hour per week maintenance employee at \$15 per hour and a GIS employee for 8-hours per week at \$20 per hour for the period of May 19-August 29, 2025.

PASSED AND APPROVED this 24th day of February, 2025.

Steven J. Knepper, Mayor

ATTEST:

Samie Simon, City Clerk



Date: February 24, 2025

To: Mayor, City Council and Staff

RE: City Administrator Appointment to the Jones Co Economic Development Board

From: Deanna McCusker, City Administrator

The Cascade seat on the Jones County Economic Development Board has been vacant for a few years. I am willing to serve on that board and be the representative for Cascade. I was on the board when I was here before and am glad to do it again.

There is information that is discussed at these meetings that can be beneficial to Cascade. I would recommend that Council approve this appointment.

RESOLUTION #25-25

**A RESOLUTION TO APPOINT THE CITY ADMINISTRATOR TO THE JONES COUNTY
ECONOMIC DEVELOPMENT BOARD**

WHEREAS, the Jones County Economic Development Board meets the 4th Tuesday of every month at various locations throughout Jones County, including Cascade City Hall; and,

WHEREAS, the Board has five public seats representing JCED funders: including Jones County Board of Supervisors, Anamosa, Monticello, Cascade and one rural seat; and,

WHEREAS, the Cascade seat has been vacant for a few years and the City Administrator is willing to represent Cascade on the Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL of the City of Cascade approves the City Administrator to represent the City of Cascade at the monthly Jones County Economic Development Board meetings.

PASSED AND APPROVED this 24th day of February, 2025.

Steven J. Knepper, Mayor

ATTEST:

Samie Simon, City Clerk



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Setting Hearing Date for Proposed Tax Dollars
From: Deanna McCusker, City Administrator

This hearing will be held on March 24th at 5:30pm. It has to be a separate meeting with its own agenda. The hearing notice will be in the paper on March 12. We also have to put the hearing notice on our Facebook page and our website. We will then have our regular meeting at 6pm.

RESOLUTION #26-25

**A RESOLUTION SETTING A PUBLIC HEARING DATE FOR MARCH 24, 2025 FOR A
RESOLUTION RELATING TO THE TOTAL PROPOSED TAX DOLLARS FOR FY 2026**

WHEREAS, the City Council must hold a public hearing to present the proposed Property Tax Levy dollars that may be levied for the affected levies during the next fiscal year which is FY26.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, will conduct a public hearing on the above-described proposal as set out above on the 24th day of March, 2025 at 5:30 p.m. in the Cascade City Hall, 320 1st Ave W., Cascade, Iowa 52033, and the City Council understands that said hearing notice of said hearing will be published in a newspaper of general circulation in Cascade, Iowa in conformance with the City Code and Iowa State Law.

PASSED AND APPROVED this 24th day of March, 2025.

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 Delaney	_____	_____
Councilmember Gehl	_____	_____
Councilmember Hosch	_____	_____
Councilmember Oliphant	_____	_____
Councilmember Weber	_____	_____

Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk



Date: February 24, 2025
To: Mayor, City Council and Staff
RE: 1st Reading of Ordinance #1-25 Library Meeting Day
From: Deanna McCusker, City Administrator

The Library Board has been meeting the 2nd Tuesday of each month and their meeting always falls after the first council meeting. It makes more sense to have the Library Board meeting the first Tuesday which would be prior to the first council meeting of the month. This will ensure that the Library Board has reviewed and approved the library bills prior to City Council approving them and checks being cut and mailed.

The Library Board reviewed and approved this change at their February 11th meeting. I would recommend that council approve this change.

ORDINANCE #1-25

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
CASCADE, IOWA, BY AMENDING CHAPTER 5-1-4 LIBRARY BOARD**

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

Section I. Section Modified. Title V Human Development, Chapter 1 Library
Services, Subsection 4 Organization of the Board of the Code of Ordinances of the City of
Cascade, Iowa, is repealed and the following adopted in lieu thereof:

5-1-4 ORGANIZATION OF THE BOARD

The organization of the Board shall be as follows:

4. Meetings. The regular meeting of the Library Board shall be the first Tuesday of
every month at 4:30 P.M. at the Cascade Public Library. The public meeting shall be
video recorded and broadcasted on the City's website or other social media resources
used by the City. The Board shall meet not less than once per month, at a regular time
to set by the Board, the agenda for which shall be publicly posted and published as
required by Iowa Code Section 21.4.

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

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

PASSED AND APPROVED this 24th day of February, 2025.

Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk

First Reading:

Second Reading:

Third Reading:

Publication:

Sent to American Legal:

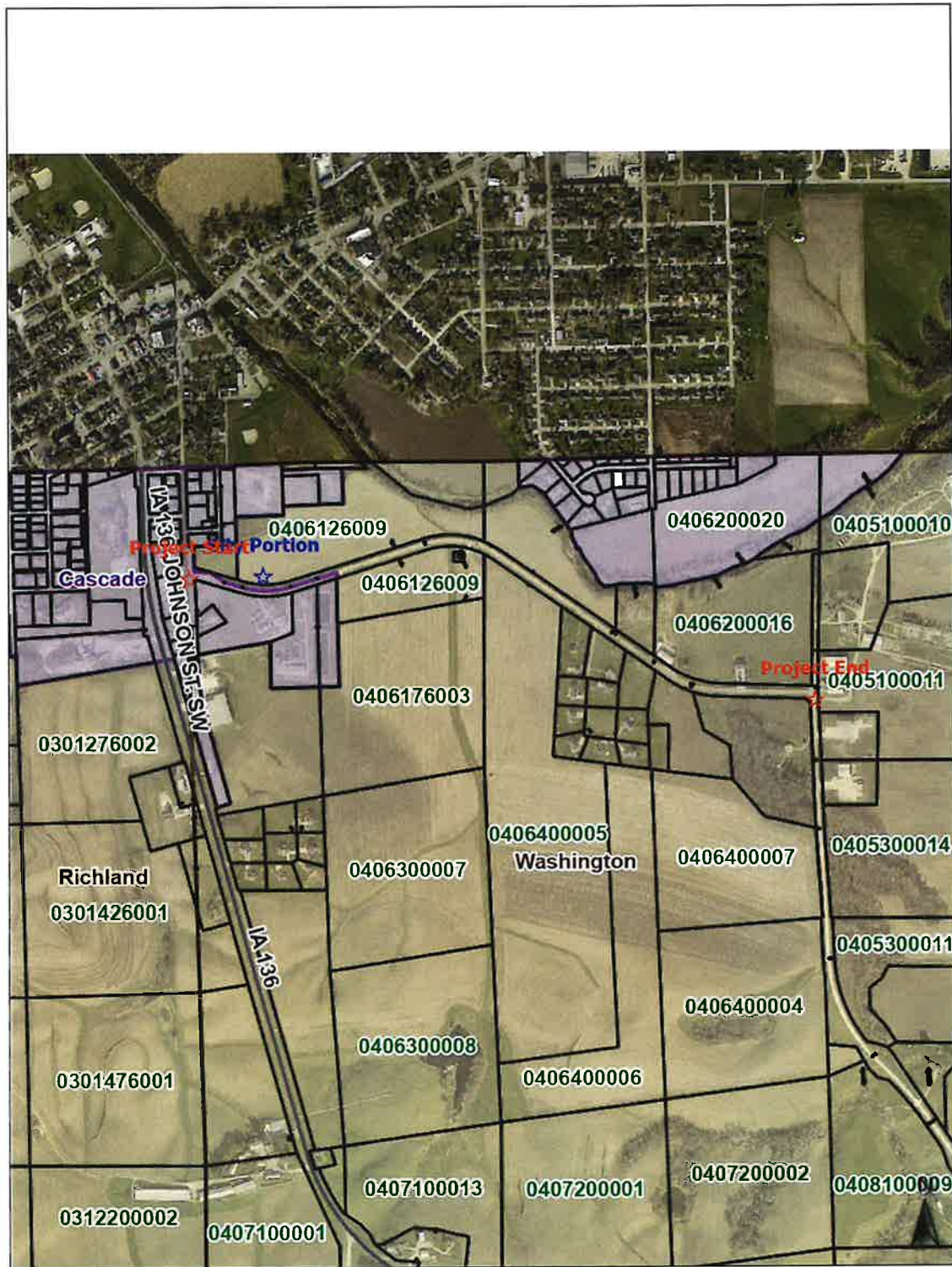


Date: February 24, 2025
To: Mayor, City Council and Staff
RE: Riverview Road Overlay
From: Deanna McCusker, City Administrator

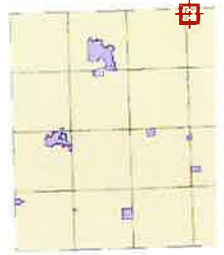
I received a phone call from Derek, Jones County Engineer. They are planning on doing a mill and overlay project from the intersection of Buchanan Street SW and Riverview Road out to the campground. They are asking the City to contribute to the portion in the city limits which is approximately $\frac{1}{4}$ of a mile. The cost will be \$20,000 to \$25,000 plus 10% administration costs.

It makes perfect sense to have this section done and partner with the County. Derek is still having conversations with the Board of Supervisors regarding this. As soon as they formally approve the project he will get us something more definite. He was just wanting to know if Cascade would be interested in partnering with the County like we did on 75th Ave. The County will handle the letting, engineering, etc. for the project.

Riverview Overlay Project



Overview



RESOLUTION #19-25

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF CASCADE AND DEANNA MCCUSKER.**

WHEREAS, the City appointed Deanna McCusker as the city administrator on February 10, 2025 with the approval of Resolution #15-25; and,

WHEREAS, the employment agreement which outlines duties and compensation is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cascade, Iowa, that the Employment Agreement between the City of Cascade and Deanna McCusker is hereby approved.

PASSED, APPROVED AND ADOPTED this 24th day of February, 2025.

Steven Knepper, Mayor

ATTEST:

Samie Simon, City Clerk

EMPLOYMENT AGREEMENT

THE EMPLOYMENT AGREEMENT made and entered into this 24th day of February, 2025, by and between the City of Cascade, Dubuque and Jones County, Iowa, (hereinafter referred to as “Employer”) and Deanna McCusker, an individual and resident of the State of Iowa (hereinafter referred to as “Employee”), both whom agree as follows:

WHEREAS, the Employer desires to retain the services of the Employee as City Administrator of Cascade, Iowa, and she agrees to accept employment upon the following terms and conditions.

Section 1: Employment and Duties. The Employee understands that she will serve as City Administrator of the City of Cascade, Dubuque and Jones County, Iowa, at the pleasure of the Council beginning this 10th day of February, 2025, in accordance with the applicable ordinances and resolutions of Cascade, Iowa, and the laws of the State of Iowa, and complying with the rules and policies of the City of Cascade. The City Administrator will perform such duties as outlined in the City Administrator’s job description and understands that the Mayor is her direct supervisor and she reports to the Mayor and City Council.

Section 2. Term.

- A) This Agreement is an agreement for an indefinite term of employment, subject however, to the limitations, notices, requirements, payments, and matters here and after setting forth in Section 3 and 4.
- B) Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Council to terminate the services of City Administrator at any time, subject to the provisions set forth in Sections 3 and 4 of this Agreement.
- C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the same issue to resign at any given time from her position with the City, subject only to the provision set forth in section 4 of this agreement.

Section 3. Suspension and Termination. The City may suspend or terminate the City Administrator at any time during the term of this Agreement. The termination may occur with or without cause. For the purposes of this Agreement, cause includes, but is not limited to the following:

- A. Conviction of an illegal act involving personal gain to the Employee;
- B. Failure to adhere to the standards outlined in the City’s Employee Handbook;
- C. Gross inefficiency or incompetence in office that is not corrected after reasonable notice by the City Council. In the event that the City Council believes that the

Employee is operating with gross inefficiency or incompetence, the City Council shall first give the Employee a written corrective action plan and a timeline to take corrective actions prior to termination for gross inefficiency or incompetence.

Section 4. Termination and Severance Pay. Nothing shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer; subject only to the provisions set forth in this Agreement.

- A. In the event Employee voluntarily resigns her position with Employer during this Agreement term, the Employee shall give the Employer sixty (60) days' notice in advance, unless parties, otherwise agree.
- B. Termination Without Cause. In the event the Employee's employment is terminated by Employer without cause, Employer shall provide the City Administrator with thirty (30) days' written notice prior to the termination. During the thirty (30) day notice period, the City Administrator shall continue to render her services unless directed by the Mayor. During this thirty (30) day period, the City Administrator shall continue to receive her regular compensation and benefits. The parties agree that if the City Administrator is terminated without "cause" as defined, following issuance of such termination notice, the City Administrator agrees to execute a release, releasing the City from any and all claims the City Administrator may have against the City under local, state, and federal law. As good and valuable consideration for said release, the City agrees to pay the City Administrator, at the time of termination, a severance equal to six (6) months' salary and six (6) months of insurance benefits as full and complete settlement for all damages sustained by the City Administrator as a result of her discharge, in addition to whatever accrued vacation the City Administrator may have accumulated. No other benefits will be allowed or accrued during the six (6) months' severance period. The six (6) month severance period will be forfeited prior to the conclusion of the six (6) months if the City Administrator secures new comparable employment during that period. In the event the City Administrator refuses to sign a Release, the City Administrator shall waive all consideration referenced in this paragraph.
- C. Termination With Cause. The parties agree that, given the at-will nature of the City Administrator's employment, her employment may be terminated for cause at any time without notice. "Cause" shall be defined as demonstrated incompetence, a violation of law, a breach of this Employment Agreement, serious misconduct, insubordination, an ethical violation, malpractice, or a violation of the City's policies that, in the opinion of the Mayor and City Council, causes the City Administrator to be unfit for duty as City Administrator. The City Administrator shall be allowed a due process meeting with the City Council prior to any determination to terminate her employment with cause, however the City Administrator agrees that she will give the Council permission to hold said due process meeting in closed session pursuant to Iowa Code chapter 21. If the City Administrator is terminated for cause, her compensation and benefits shall cease on the date of her termination, with the

exception of health insurance benefits which shall cease according to City policy. The City Administrator shall not be entitled to any further compensation from the City.

- D. If the City terminates the City Administrator without “cause” or the City Administrator voluntarily terminates her employment, she shall be paid at the salary rate at termination for all unused accumulated vacation and personal days through the effective date of termination, in accordance with City policies.
- E. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Section 5. Compensation. Employer agrees to pay Employee for services rendered, an annual base salary of Ninety-Five Thousand Dollars (\$95,000.00), beginning on the 10th day of February, 2025. City Administrator’s salary will increase on July 1, 2025 to One Hundred Thousand Dollars (\$100,000.00). Following July 1, 2025, all subsequent adjustments made by the City Council in accordance with acceptable practices and policies. Such adjustments are at the sole discretion of the City Council and are not guaranteed.

- A. The City shall not, at any time during the term of this agreement, reduce the salary compensation and benefits of the City Administrator, except to the degree of such a reduction across the board for all employees of the City.
- B. This position is exempt pursuant to the Fair Labor Standards Act. As such, the City is not liable for compensation for overtime, but can have all hours above eighty (80) in a given pay period rolled over into comp time, per the employee handbook.

Section 6. Benefits.

- A. **Leave Time.** Upon the City Administrator’s approval start date of February 10, 2025, the City Administrator shall be credited with three weeks of annual accrued vacation leave. On the City Administrator’s second work anniversary, she will be credited with any additional week of vacation for four (4) total weeks annually. Sick leave shall be accrued in the same manner as other employees. The City Administrator agrees not to take off more than ten (10) consecutive working days at any time and for reason except illness.
- B. **Cell Phone Stipend.** City Administrator shall receive a cell phone stipend equal to the cost of being on the City cell phone plan or \$45.00. The contents and communications of the cell phone call be subject to the requirements of the Iowa’s Open Records Law (Iowa Code Chapter 22).
- C. **Transportation and Travel.** The City Administrator shall be responsible for providing a vehicle for business use. Until the City Administrator establishes a permanent, full-time residence in Cascade, Iowa or up to six (6) months, the City Administrator shall be paid \$175.00 per week as mileage reimbursement. Upon the City Administrator shall be paid \$50.00 per month to compensate her for local travel

within the City of Cascade. The City Administrator shall be compensated for business-related trips outside of Cascade pursuant to the policy set by the City for all employees. The rate of compensation for use of the personal vehicle and compensation for business related trips outside of Cascade shall be set by City policy.

- D. Retirement.** The City Administrator will be a member of the Iowa Public Employees Retirement System (“IPERS”). The provisions of IPERS with respect to employer and employee contributions shall apply. IPERS benefits are governed by IPERS and Iowa law and are the sole retirement benefits provided to the City Administrator. The City Administrator shall also be permitted to participate in any deferred compensation plan offered by the City and authorized by Internal Revenue Code section 457 and Iowa Code chapter 509A.
- E. Hours.** Working hours will be flexible to accommodate the requirements and practices of the professional position but will generally be governed by the working hours specified through the policies of the City. The City Administrator understands and acknowledges that she is required to attend all regularly scheduled and special Council meetings, and meetings of City boards and commissions as needed.
- F. Bonding.** The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any applicable law or ordinance.
- G. Review.** The City Administrator’s performance shall be reviewed at least annually by the Mayor and City Council. Annual pay increases will be solely determined by the Mayor and City Council within the budgeted amount approved by the City Council and based on the City’s Administrator’s annual performance review.
- H. Professional Dues and Subscriptions.** The Employer shall budget and pay for professional dues and subscriptions necessary for the City Administrator to participate in the Iowa League of Cities and the Iowa City/County Management Association. The City Administrator shall also budget and pay required professional dues associated with national, regional, state and local associations, and organizations, considered necessary and desirable for the City Administrator to continue professional participation, growth, and advancement, and for the good of the Employer, provided that all such professional organizations shall be approved by City Council.
- I. General Provisions.** Where not in conflict with this Employment Agreement, the City Administrator agrees to follow and abide by the City of Cascade Personnel Policies and any other applicable policies issued by the City.

 - A.** If any term of this Employment Agreement is found to be invalid or unenforceable by any court or administrative agency, then such term shall be construed in a manner so as to permit its enforcement to the fullest extent permitted by the law. In any case, the remaining provisions of this Employment Agreement other than those to which have been held invalid, illegal, or

unenforceable, shall not be affected or impaired and shall remain in full force and effect. Each provision, paragraph and subparagraph of this Employment Agreement is separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.

Section 7. Effective Date. This Agreement shall become effective after its execution by employee and employer, approval by Resolution of the Cascade City Council, and approval of said Resolution by the Mayor, or the passage of fourteen (14) days, whichever occurs first.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Cascade, Iowa, have executed this Agreement on behalf of the Employer and approved by the Cascade City Council on the 24th day of February 2025.

CITY OF CASCADE, IOWA

By: _____
Steve Knepper, Mayor

ATTEST:

Samie Simon, City Clerk

EMPLOYEE

By: _____
Deanna McCusker

CITY ADMINISTRATOR REPORT

02/24/25 City Council Meeting

- Met with Insurance Associates on Tuesday, February 11 to begin insurance renewal for 2025. We will be getting alternative quotes with some increased deductibles based on learning that renewals for some areas may be as high as 40%.
- This week the books are being moved to the new library. Thank you to the wonderful volunteers!! The book carts will be delivered next week. The furniture and shelving is all installed. The library will open to the public on Monday, March 3rd. The Grand Opening/Ribbon Cutting is set for Saturday, April 12th 10am-2pm, with the ribbon cutting at 10am. While moving and unpacking books at the new library, there has been some paint touchups found and a couple other minor things, which will be taken care of by Garling.
- I would like to start the council meeting at 5:15pm on Monday, March 10th with a tour of the new library if council is agreeable to that.
- We had a demo with Tyler Technologies on February 12th. We did a demo with one company and it is literally going backwards from what we have. We are doing a demo with Edmunds Gov Tech on February 26th. Once that is done, I will compile the information and bring quotes for approval on the March 10th meeting.
- ECIA is offering The Lead and Healthy Homes Program through a HUD grant. This is available to residents of Dubuque and Jones County. We will be adding a notice to our website and Facebook page and putting fliers up. A resident can get up to \$25,000 to \$30,000 for lead paint abatement, new windows, doors, siding, etc.
- Jim Thompson from Iowa Economic Development Authority will be in Cascade next Tuesday afternoon to tour the apartments in the brewery building for the grant. I am working on getting that grant closed out and getting the final reimbursement from the State so it can be given to the owner.
- The parking lot door lock had an issue where we were having trouble getting our keys removed. I contacted the Locksmith Express and they came down and had to tighten a bolt in the inside and cleaned it up. Haven't had any further problems.
- Phil has been talking with both Monroe and Henderson's regarding quotes for a new snowplow. It sounds like it is best to get a quote on the entire chassis/box at once. We will probably not be receiving the snowplow until late summer 2026. With Henderson's we can put some money down when we order or pay for it all when the truck is finished. We are planning to have quotes ready for meeting in late March or first meeting in April.