

**NOTICE OF REGULAR COUNCIL MEETING
CUMMING CITY COUNCIL**

April 13, 2020 – 7:00 p.m.

Cumming City Hall, 649 N 43rd St, Cumming Iowa*

This is a tentative agenda only, which is subject to change. The final City Council agenda will be posted at least 24 hours prior to commencement of the meeting.

- I. ROLL CALL**
- II. APPROVAL OF AGENDA** as presented and/or amended
- III. PUBLIC COMMENT**
Address to City Council, B. Reelitz
- IV. BOARDS AND COMMISSIONS REPORTS**
 - A. Park and Recreation
 - B. Planning and Zoning
- V. CONSENT ITEMS**
 - A. 3/30/20 Special Council Meeting Minutes
 - B. March IPERS Wage & Contribution Report
 - C. March 2020 Fund Balance Report
 - D. 3/13/20, 3/27/20 & 4/9/20 Calculation & Verification Journals
 - E. 3/16/20, 3/29/20 & 4/13/20 Accounts Payable Claims Reports
- VI. ACTION/DISCUSSION ITEMS**
 - A. **Resolution 2020-29** An Authorization for Payment of Monthly City Obligations
 - B. Pet Ordinance Discussion
 - C. Street Sweeping Bid
 - D. Water Tower Painting Update
- VII. REPORTS:**
 - A. Mayor
 - B. Council
 - C. Attorney
 - D. Clerk
- VIII. PUBLIC COMMENT**
- IX. UPCOMING CITY COUNCIL MEETING:** Regular Meeting: May 11, 7:00 p.m. at City Hall
- X. ADJOURN**

*This meeting will be held electronically through the Zoom App. If you would like to participate or view this meeting please download the app and choose "Join Meeting" up to 10 minutes prior. The meeting ID is: 306 861 724. Password: 811464. If you would like to join by telephone please call: 312-626-6799 and enter the Meeting ID and Password when prompted.

Please keep your microphone muted unless you are called upon to speak during public comment. The standard rules of order apply during this meeting.

If have any questions about the operation of this app or how to join please contact City Hall at 515-981-9214.

March 5, 2020

City Clerk – Cumming, Iowa
649 N 44th Street
Cumming, Iowa, 50061

Re: Animal restrictions and nuisance barking

Dear City Council Members,

I am writing to address an issue of concern for the current and future residents of Cumming as our city continues growing through future development.

I built a home in Prairie/Shores/Apple Creek in 2012. I chose this area for its peaceful and rural location as well to escape the noise and congestion of city life. My experience with my neighbors and the Cumming community has been very positive, with one ongoing exception.

There doesn't seem to be any restrictions or control for the number of pets (dogs and cats) the residents of Cumming can have. There is also no clear resolution of how to address nuisance dog barking or disturbance of peace and quiet.

I have a neighbor that is currently in possession of up to 7 small dogs. I have no problem with responsible dog ownership and, in fact, I hope to have another dog again someday. The problem is that these dogs are kept in a small fenced-in area on the edge of our property, no more than 50 feet from my bedroom windows. The dogs are often left outside for extended periods of time and bark at anything they see, including but not limited to me, my grandchildren playing outside, or animals or neighbors that are out for a walk with their family on our peaceful cul-de-sac. Once one of the dogs starts barking, they all begin to bark. Non-stop, until the owner finally brings them back in the house which is often after an abnormally long time. It seems as though the owners either can't hear them, tune them out or choose to ignore the noise.

In the summer, I cannot mow, do yard work, BBQ or just sit on my deck without these dogs barking non-stop when they are kenneled. I would like to be able to leave my windows open when the weather is nice, which is currently inhibited by the constant barking. The barking occurs at any time – early in the morning and at night. If I'm watching TV, I have turn up the volume to drown out the sound as we are able to clearly hear the barking inside our home, on all levels.

There are also a number of other barking dogs on the south side of the creek that separate the two Apple Creek subdivisions. Although further away, it sounds like a similar situation; multiple dogs in a confined area excessively barking.

I had a conversation with my neighbor about it a couple years ago and he told me he'd take care of it. Nothing changed. I called him again a year ago and he acknowledged he knew it was a problem and assured me he was going to take care of it. Again, nothing has changed - in fact the problem has worsened.

The above events have forced me to write to you today. My last option is to bring this ongoing issue to the City Councils attention. I've checked the Cumming City Code and there is nothing written, that I can find, restricting the number of dogs and/or other pets that a resident can have. The only ordinance I find similar to addressing this is:

55.08 – Annoyance or Disturbance

I do not believe it's a good use of our tax dollars to be spent calling authorities or City Hall every time this occurs, which in my case, is on a daily basis. I'm sure you agree.

In closing, I have some questions for the City Council to consider:

1. What is to prevent any resident from having an unlimited number of dogs (or cats) at their residence? What is considered an excessive amount? 5, 10, 25? No limit?
2. As our community expands and more families are building new homes, are the chances of animal neglect, complaints, animals at large and even dog/cat bites going to increase without some restrictions or guidelines added to the city code? What is the liability to the City if this is not addressed?
3. Has any research been done to understand how other suburb communities (Norwalk, West Des Moines, Indianola, etc.) address this issue?

Thank you for your time and consideration to read and understand my concerns.

Respectfully,

Brian Reelitz
3040 N. Cattail Creek
Cumming, IA 50061

515-240-8346
brianreelitz@gmail.com

**OFFICIAL PUBLICATION
CITY OF CUMMING
Special Council Meeting 3/30/2020
To be Approved at 4/13/20 Meeting**

The Special City Council Meeting of the City of Cumming was held via Zoom on Monday, March 30, 2020. The Meeting was called to order at 7:01 P.M. by Mayor Pro Tem Thomas Cackler. Present at Roll Call: Thomas Cackler, Dino Goode, Brent Highfill, Charlie Ochanpaugh and Kathy Hungerford. Motion made by Goode, seconded by Highfill to approve the agenda. Approved 5-0.

Consent Items:

Motion made by Hungerford, seconded by Highfill to approve the Consent items: 3/9/20 Meeting Minutes, 3/11/20 Meeting Minutes. Approved 5-0.

Action/Discussion Items:

- A. Mayor Pro Tem opened the **Public Hearing** on the City Budget for Fiscal Year 2020-2021 at 7:04 p.m. Motion by Hungerford, seconded by Ochanpaugh to close the Public Hearing at 7:05 pm. No public or written comments were made. Approved 5-0
- B. Motion by Goode, seconded by Highfill to approve Resolution 2020-28 Approve City Budget for Fiscal Year 2020-2021. Approved 5-0.
- C. Mayor Pro Tem opened the **Public Hearing** on Amending the Current City Budget for Fiscal Year ending June 30, 2020 at 7:30 p.m. Motion by Highfill, seconded by Ochanpaugh to close the Public Hearing at 7:31 pm. No public or written comments were made. Approved 5-0
- D. Motion by Ochanpaugh, seconded by Goode to approve **Resolution 2020-24** Approve Amendment of the Current City Budget for the Fiscal Year Ending June 30, 2020. Approved 5-0.
- F. Motion by Highfill, seconded by Ochanpaugh to approve **Resolution 2020-25** Support of Application for Tuition Reimbursement from the Iowa Municipal Professionals Institute. Approved 5-0.
- G. Motion by Goode, seconded by Ochanpaugh to approve **Resolution 2020-26** Authorizing Wages for a City Employee. Approved 5-0.

Reports: Council – Acknowledgement of Mr. Sandor’s completion of work for the City and end of his contract with the approval of the budget, Letter to the City Administrator/City Clerk applicants was discussed, Councilwoman Hungerford taking on additional roles in the office during the interim was discussed.

Upcoming City Council Meetings: Regular Meeting, April 13, 2020, at 7:00 pm at City Hall or Zoom TBD.

Motion made by Cackler, seconded by Ochanpaugh to Adjourn at 7:47 pm. Approved 5-0.

Tom Becker, Mayor

Attest: Angie Ritchie, Deputy Clerk

Wage & Contribution Report

Effective Date: 03/01/2020
 Generated On: 04/09/2020 17:20:01
 Due Date:2020-04-15
 WAGE REPORT MARCH 2020
 Report Status: Released
 Trans#: 120849761
 Date Released: 04/09/2020
 Member Count: 4
 Report Source: ESS - manual

Employer Name: 91308 CITY OF CUMMING

Wage History Summary

Agreement	Occupation Code	Period Wages	Employer Contributions	Member Contributions	Funds Total
MONTHLY Cities	01-Regular	\$ 2,354.18	\$ 222.23	\$ 148.08	\$ 370.31
MONTHLY Cities	17-Part-time Elected Officials	\$ 95.64	\$ 9.03	\$ 6.02	\$ 15.05
Totals		\$ 2,449.82	\$ 231.26	\$ 154.10	\$ 385.36

Cash Summary

Fund	Due	Paid	Balance
Employer Contributions	\$ 231.26	\$ 0.00	\$ 231.26
Member Contributions	\$ 154.10	\$ 0.00	\$ 154.10
Totals	\$ 385.36	\$ 0.00	\$ 385.36

Wage & Contribution Report

Effective Date: 03/01/2020
 Generated On: 04/09/2020 17:20:01
 Due Date:2020-04-15
 WAGE REPORT MARCH 2020
 Report Status: Released
 Trans#: 120849761
 Date Released: 04/09/2020
 Member Count: 4
 Report Source: ESS - manual

Employer Name: 91308 CITY OF CUMMING

Agreement	Occupation Code	Period Wages	Employer Contributions	Member Contributions	Funds Total
MONTHLY Cities	01-Regular	\$ 2,354.18	\$ 222.23	\$ 148.08	\$ 370.31
MONTHLY Cities	17-Part-time Elected Officials	\$ 95.64	\$ 9.03	\$ 6.02	\$ 15.05
Mar 1, 2020	BECKER, THOMAS B	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Mar 1, 2020	HUNGERFORD, KATHIE E	\$ 95.64	\$ 9.03	\$ 6.02	\$ 15.05
Mar 1, 2020	RITCHIE, ANGIE	\$ 2,354.18	\$ 222.23	\$ 148.08	\$ 370.31
Mar 1, 2020	SWISHER, RACHELLE E	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 2,449.82	\$ 231.26	\$ 154.10	\$ 385.36
Totals:		\$ 2,449.82	\$ 231.26	\$ 154.10	\$ 385.36

BANK NAME FUND GL NAME	JANUARY CASH BALANCE	FEBRUARY RECEIPTS	FEBRUARY DISBURSMENTS	FEBRUARY CASH BALANCE	INVOICES PAID	BANK BALANCE	2020 BUDGET	YTD BILLS	BUDGET REMAINING

CITY STATE BANK									

001 CHECKING - GENERAL	727,068.02-	550.41	33,433.64	759,951.25-	28,763.27		365,485.00	551,232.94	185,747.94-
110 CHECKING - ROAD USE	59,229.65	0.00	0.00	59,229.65			60,000.00		60,000.00
112 CHECKING - EMPLOYEE BENEFIT	6,312.22	0.00	402.33	5,909.89			20,340.00	10,684.27	9,655.73
119 CHECKING - EMERGENCY	4,154.93	0.00	0.00	4,154.93			7,449.00		7,449.00
121 CHECKING - LOCAL OPTION TAX	129,772.54	0.00	0.00	129,772.54					
125 CHECKING - TIF	109,450.86	0.00	0.00	109,450.86			101,100.00	308,434.25	207,334.25-
167 CHECKING - PARKS & REC	0.00	0.00	0.00	0.00					
200 CHECKING - DEBT SERVICE	31,046.78	0.00	0.00	31,046.78			56,575.00	8,983.42	47,591.58
301 CHECKING - CP SEWER	7,792.03	0.00	0.00	7,792.03					
302 CHECKING - PHASE II SEWER PROJ	0.00	0.00	0.00	0.00			101,100.00	4,542.58	96,557.42
303 CHECKING - WATER PROJECT	127,539.13	0.00	0.00	127,539.13				172,460.87	172,460.87-
600 CHECKING - WATER	205,922.08	0.00	0.00	205,922.08			350.00	40.15	309.85
601 CHECKING - WATER CAPITAL PROJ	0.00	0.00	0.00	0.00					
610 CHECKING - SEWER	147,736.22	0.00	3,241.00	144,495.22	3,241.00		45,000.00	32,773.60	12,226.40

CITY STATE BANK TOTALS	101,888.42	550.41	37,076.97	65,361.86	32,004.27	33,357.59	757,399.00	1,121,156.35	363,757.35-
=====									
TOTAL OF ALL BANKS	101,888.42	550.41	37,076.97	65,361.86	32,004.27	33,357.59	757,399.00	1,121,156.35	363,757.35-
=====									

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE											
13	ANGIE RITCHIE	71.48	17.4500	H	1247.33	62010			1	1	HRWP	HOURLY W/PENS	A											
	DEDUCTS:		6.2900	P	78.46	61010			4	1	IPER	IPERS	A											
			9.4400	P	117.75							BENEFIT												
PAY TOTAL	GROSS PAY	1247.33	DEDS	78.46	FED TAX	54.58	SS TAX	77.33	MED TAX	18.09	STATE TAX	44.00	EIC PAY	.00	NET PAY	974.87	HOURS	71.48	OT HRS	.00	MTX	N	MCK	N

TOTALS	1247.33	78.46	54.58	77.33	18.09	44.00	.00	974.87	71.48	.00				
				77.33	18.09	EMPLOYER SS/MED TAX								
				154.66	36.18	TOTAL SS/MED TAX								

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	78.46	117.75
	TOTAL	78.46	117.75

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE											
13	ANGIE RITCHIE	63.43	17.4500	H	1106.85	62010			1	1	HRWP	HOURLY W/PENS	A											
	DEDUCTS:		6.2900	P	69.62	61010			4	1	IPER	IPERS	A											
			9.4400	P	104.49							BENEFIT												
PAY TOTAL	GROSS PAY	1106.85	DEDS	69.62	FED TAX	41.42	SS TAX	68.62	MED TAX	16.05	STATE TAX	37.00	EIC PAY	.00	NET PAY	874.14	HOURS	63.43	OT HRS	.00	MTX	N	MCK	N

TOTALS	1106.85	69.62	41.42	68.62	16.05	37.00	.00	874.14	63.43	.00				
				68.62	16.05	EMPLOYER SS/MED TAX								
				137.24	32.10	TOTAL SS/MED TAX								

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	69.62	104.49
	TOTAL	69.62	104.49

EMP NO NAME HOURS RATE METH EXTEND C-CTR W-CMP CL ID ABRV DESCRIPTION AUTO MESSAGE

3 TOM BECKER

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	DIR
PAY TOTAL	.00	.00	.00	.00	.00	.00	.00	.00	.00		.00	N	DEP

WARNING! CHECK AMT
 FOR EMPLOYEE IS ZERO

4 DAVE CHELSVIG

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	DIR
PAY TOTAL	.00	.00	.00	.00	.00	.00	.00	.00	.00		.00	N	DEP

WARNING! CHECK AMT
 FOR EMPLOYEE IS ZERO

5 LARRY GOODE JR

3.00 31.8800 H 95.64 61010 2 2 HRNP HOURLY NO PENS A

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	MCK
PAY TOTAL	95.64	.00	.00	5.93	1.39	.00	.00	88.32	3.00		.00	N	N

9 Charlie Ochanpaugh

6.00 31.8800 H 191.28 61010 2 2 HRNP HOURLY NO PENS A

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	MCK
PAY TOTAL	191.28	.00	.00	11.86	2.77	.00	.00	176.65	6.00		.00	N	N

10 Kathie Hungerford

3.00 31.8800 H 95.64 61010 3 1 HRWP HOURLY W/PENS A

DEDUCTS: 6.2900 P 6.02 61010 4 1 IPER IPERS A 0
 9.4400 P 9.03 BENEFIT

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	MCK
PAY TOTAL	95.64	6.02	.00	.00	1.39	.00	.00	88.23	3.00		.00	N	N

11 Thomas Cackler

6.00 31.8800 H 191.28 61010 2 2 HRNP HOURLY NO PENS A
 2.00 15.9300 H 31.86 61010 2 2 HRNP HOURLY NO PENS A

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	MCK
PAY TOTAL	223.14	.00	.00	13.83	3.24	.00	.00	206.07	8.00		.00	N	N

13 ANGIE RITCHIE

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	DIR
PAY TOTAL	.00	.00	.00	.00	.00	.00	.00	.00	.00		.00	N	DEP

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE
-----\													
-----> WARNING! CHECK AMT													
-----/ FOR EMPLOYEE IS ZERO													

14 BRENT HIGHFILL

		6.00	31.8800	H	191.28	61010		2	1	HRWP	HOURLY W/PENS	A	
		2.00	15.9300	H	31.86	61010		2	1	HRWP	HOURLY W/PENS	A	

	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
PAY TOTAL	223.14	.00	.00	13.83	3.24	.00	.00	206.07	8.00	.00	N	N

TOTALS	828.84	6.02	.00	45.45	12.03	.00	.00	765.34	28.00	.00		
				45.45	12.03	EMPLOYER SS/MED TAX						
				90.90	24.06	TOTAL SS/MED TAX						

TOT EMPLOYEES PROCESSED 8

-----\												
-----> WARNINGS ON JOURNAL!												
-----/ 003 WARNINGS												
-----/ CHECK BEFORE CONTINUING!												

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	6.02	9.03
	TOTAL	6.02	9.03

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE
--------	------	-------	------	------	--------	-------	-------	----	----	------	-------------	------	---------

13	ANGIE RITCHIE	75.82	20.0000	H	1516.40	62010			1	1	HRWP	HOURLY W/PENS	A
----	---------------	-------	---------	---	---------	-------	--	--	---	---	------	---------------	---

DEDUCTS:			6.2900	P	95.38	61010			4	1	IPER	IPERS	A
			9.4400	P	143.15							BENEFIT	

PAY TOTAL	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
	1516.40	95.38	80.56	94.02	21.99	58.00	.00	1166.45	75.82	.00	N	N

TOTALS	1516.40	95.38	80.56	94.02	21.99	58.00	.00	1166.45	75.82	.00		
				94.02	21.99	EMPLOYER SS/MED TAX						
				188.04	43.98	TOTAL SS/MED TAX						

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	95.38	143.15
	TOTAL	95.38	143.15

CLAIMS REPORT
 Vendor Checks: 3/13/2020- 3/13/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
CARDMEMBER SERVICE	REMOTE ACCESS		242.18	5866	3/13/20
DONALD SANDOR	CONSULTANT WAGES		2,588.00	5868	3/13/20
IMPACT COMMUNITY ACTION PARTNE	DONATION		28.00	5869	3/13/20
IOWA STATE UNIVERSITY	P&Z WORKSHOP		65.00	5870	3/13/20
KOCH BROTHERS, INC.	CONTRACT INVOICE		572.82	5871	3/13/20
MSA PROFESSIONAL SERVICES	MSA CONSULTING FEES		2,608.28	5872	3/13/20
OFFICE DEPOT	SUPPLIES		100.22	5873	3/13/20
US BANK	Copier Lease		118.64	5874	3/13/20
WASTE CONNECTIONS INC	Garbage & Recycling		2,233.26	5875	3/13/20
	001 GENERAL TOTAL		8,556.40		
SEWER					
CITY OF DES MOINES	WRA PAYMENT		3,223.00	5867	3/13/20
	610 SEWER TOTAL		3,223.00		
	Accounts Payable Total		11,779.40		
Payroll Checks					
	001 GENERAL		974.87		
	Total Paid On: 3/13/20		974.87		
	Report Total		12,754.27		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	9,531.27
610	SEWER	3,223.00

	TOTAL FUNDS	12,754.27

CLAIMS REPORT
Vendor Checks: 3/27/2020- 3/27/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
CENTRAL TANK COATINGS	WATER TOWER BASE PAINT		16,000.00	5877	3/27/20
CENTURY LINK	Phone & Internet		242.18	5878	3/27/20
DONALD SANDOR	3/18-3/22 CONSULT WAGES		1,005.20	5879	3/27/20
JIMS JOHNS INC	DELIVERY OF JIMS JOHNS		110.00	5881	3/27/20
MIDAMERICAN ENERGY	STREET LIGHTS		693.48	5882	3/27/20
MSA PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	2,020.00		5883	3/27/20
MSA PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	588.28	2,608.28	5886	3/27/20
N/WARREN TOWN & COUNTY NEWS	3/9, 3/11, 3/30x2 MIN/NOTICES		311.01	5884	3/27/20
SKINNER LAW OFFICE PC	2/1-3/4 LEGAL FEES		1,910.00	5885	3/27/20

001 GENERAL TOTAL 22,880.15

SEWER					
IOWA ONE CALL	UNDERGROUND LINE LOC.		18.00	5880	3/27/20

610 SEWER TOTAL 18.00

=====
Accounts Payable Total 22,898.15

Payroll Checks

001 GENERAL 874.14

Total Paid On: 3/27/20 874.14

=====
Report Total 23,772.29
=====

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	23,754.29
610	SEWER	18.00

	TOTAL FUNDS	23,772.29

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ANGIE RITCHIE	2020 1ST QUARTER MILEAGE		180.67	5895	4/09/20
BRENT HIGHFILL	2020 1ST QUARTER MILEAGE		22.66	5896	4/09/20
CARDMEMBER SERVICE	MARCH 1GB DATA IPAD SPRINT		16.90	5897	4/09/20
COMBINED SYSTEMS TECHNOLOGY	REMAINING BAL FOR 20 BK HOURS		1,342.48	5898	4/09/20
DONALD SANDOR	3/30/20-4/1/20 CONSULTING		250.00	5899	4/09/20
GOVOFFICE LLC	1/1/20-4/30/20 WEB HOSTING		583.32	5900	4/09/20
IOWA LEAGUE OF CITIES	JULY CLASSES		912.00	5901	4/09/20
IPERS	IPERS		385.37	5893	4/09/20
IRS	FED/FICA TAXES		571.14	190	4/09/20
JIMS JOHNS INC	APRIL 2020 SERVICE		80.00	5902	4/09/20
SKINNER LAW OFFICE PC	3/5/20-4/6/20 LEGAL FEES		3,533.39	5903	4/09/20
THOMAS CACKLER	2020 1ST QUARTER MILEAGE		12.08	5904	4/09/20
TREASURER, STATE OF IOWA	2020 1ST QTR STATE TAXES		226.00	5905	4/09/20
VEENSTRA & KIMM INC	SEWER EXT PHASE 3 2/16-3/21		12,452.96	5906	4/09/20
WASTE CONNECTIONS INC	Garbage & Recycling		2,233.26	5907	4/09/20

001 GENERAL TOTAL 22,802.23

Accounts Payable Total 22,802.23

Payroll Checks

001 GENERAL 1,931.79

Total Paid On: 4/09/20 1,931.79

Report Total 24,734.02

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	24,734.02

	TOTAL FUNDS	24,734.02

SKINNER LAW OFFICE, P.C.

160 Adventureland Drive NW, Suite B, PO Box 367
Altoona, IA 50009

INVOICE

Invoice # 13455
Date: 03/21/2020
Due Upon Receipt

CUMMING
PO BOX 100
CUMMING, IA 50061

CITY BUSINESS

Date	Notes	Timekeeper	Quantity	Rate	Total
02/01/2020	city of cumming emails	GH	0.25	\$200.00	\$50.00
02/05/2020	emails - regarding meeting with Tom H. Budget	GH	0.25	\$200.00	\$50.00
02/09/2020	emails	GH	0.25	\$200.00	\$50.00
02/10/2020	Special Planning and Zoning Meeting 2/10/20	CW	1.50	\$175.00	\$262.50
02/10/2020	2/10/20 City Council Meeting	CW	2.00	\$175.00	\$350.00
02/10/2020	Phone Call with Rob Brewer re: Pre-Annexation, Email to Rob	CW	0.40	\$175.00	\$70.00
02/10/2020	Review Agenda and Packet for P&Z Meeting and City Council Meeting	CW	0.50	\$175.00	\$87.50
02/16/2020	Emails, diligent	GH	0.25	\$200.00	\$50.00
02/17/2020	Organize correspondence and documents into various files.	GS	0.50	\$100.00	\$50.00
02/19/2020	Emails to and from Angie Ritchie re: Han Property and Annexation Issues	CW	0.50	\$175.00	\$87.50
02/20/2020	Email from and to Angie Ritchie re: Plat of Survey for Parcel M	CW	0.25	\$175.00	\$43.75
02/20/2020	Phone Call with Angie Ritchie re: Plat of Survey	CW	0.15	\$175.00	\$26.25
02/23/2020	review emails from the week and review code for rules on garbage collection.	GH	0.35	\$200.00	\$70.00
02/24/2020	Phone Call with Angie Ritchie re: Credit Card Issues	CW	0.25	\$175.00	\$43.75

02/24/2020	Phone Call with Angie Ritchie re: Annexation Issues	CW	0.30	\$175.00	\$52.50
02/25/2020	Phone Call with Angie Ritchie re: P&Z Meeting Cancellation, Emails from P&Z Members re: 2/25 Meeting	CW	0.40	\$175.00	\$70.00
02/25/2020	Email from Angie Ritchie re: Orilla Road Repairs, Email from Mayor, Email Response	CW	0.40	\$175.00	\$70.00
02/27/2020	Create new files for Orilla Road repairs and Credit Card charge. Organize correspondence and documents into various files.	GS	0.50	\$0.00	\$0.00
02/27/2020	Email to Angie Ritchie re: Recording of Pre-Annexation Documents	CW	0.30	\$175.00	\$52.50
02/28/2020	Email from Don Sandor re: City Administrator Search	CW	0.40	\$175.00	\$70.00
03/02/2020	Organize City Administrator files with new e-mails and documentation .	GS	0.25	\$0.00	\$0.00
03/04/2020	research annexation after severance by City of WDM	SR	0.40	\$125.00	\$50.00
03/04/2020	Organize documents and correspondence into physical and electronic files.	GS	0.25	\$0.00	\$0.00
				Subtotal	\$1,656.25

Great Western Crossing

Date	Notes	Timekeeper	Quantity	Rate	Total
02/10/2020	Phone Call with Tom Henderson re: Letter of Support for Home Show	CW	0.30	\$175.00	\$52.50
02/10/2020	Review Letter of Support for Home Show, Emails to and from Angie Ritchie and Geri Huser re: Next Steps, Email to and from Tom Henderson	CW	0.40	\$175.00	\$70.00
				Subtotal	\$122.50

Middlebrook Development

Date	Notes	Timekeeper	Quantity	Rate	Total
02/21/2020	Email to and from Tom Henderson re: Development Agreement	CW	0.25	\$175.00	\$43.75
02/28/2020	Phone Call with Tom Henderson and Memo to File re: Development Agreement	CW	0.50	\$175.00	\$87.50
				Subtotal	\$131.25

2020 - City Council Meetings

Date	Notes	Timekeeper	Quantity	Rate	Total
------	-------	------------	----------	------	-------

02/18/2020	Organize February Council meeting items into various files and council book. Re-file.	GS	0.50	\$0.00	\$0.00
02/24/2020	receive and review agenda for P & Z and prepare file for meeting	DP	0.25	\$0.00	\$0.00

Subtotal \$0.00

Subtotal \$1,910.00

Total \$1,910.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
13455	03/21/2020	\$1,910.00	\$0.00	\$1,910.00
Outstanding Balance				\$1,910.00
Total Amount Outstanding				\$1,910.00

Trust Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/19/2018	CHECK	FUNDS RECEIVED IN EXCESS OF INVOICE #8550	Cumming - 1		\$5,269.17	\$5,269.17
11/19/2018	CHECK	PAYMENT OF INVOICE #8550	Cumming - 1	\$3,653.34		\$1,615.83
11/30/2018	CHECK	PAYMENT FOR INV. #8201	Cumming - 1	\$1,615.83		\$0.00
03/19/2019	CHECK	FUNDS IN EXCESS OF INVOICE #10047	Cumming - 1		\$5,253.33	\$5,253.33
03/19/2019	CHECK	PAYMENT OF INVOICE #10047	Cumming - 1	\$4,628.33		\$625.00
08/16/2019	CHECK	TO PAY BALANCE OF INVOICE #11362	Cumming - 1	\$625.00		\$0.00
Trust Account Balance						\$0.00

Please make all amounts payable to: Skinner Law Office, P.C.
Payment is due upon receipt.

SKINNER LAW OFFICE, P.C.

160 Adventureland Drive NW, Suite B, PO Box 367
Altoona, IA 50009

INVOICE

Invoice # 13756
Date: 04/07/2020
Due Upon Receipt

CUMMING
PO BOX 100
CUMMING, IA 50061

CITY BUSINESS

Services

Date	Notes	Timekeeper	Quantity	Rate	Total
03/05/2020	Create new file for Sanitary Sewer Facility. Create new file for Pet Ordinance/complaints in Apple Creek Plats.	GS	0.50	\$0.00	\$0.00
03/05/2020	Review Pet Issue and Correspondence, Email to Angie Ritchie	CW	0.60	\$175.00	\$105.00
03/05/2020	Voicemail from Angie Ritchie re: Sewage Treatment Facility on GW Trail, Review Emails re: Same, Phone Call to Tony Bellizzi, Email to Angie Ritchie	CW	0.50	\$175.00	\$87.50
03/05/2020	Phone Call with Tony Bellizzi re: Sewage Treatment Facility, Phone Call with Angie Ritchie	CW	0.25	\$175.00	\$43.75
03/06/2020	Create new file for Speed Signs.	GS	0.25	\$0.00	\$0.00
03/06/2020	telephone with Angie/ regarding bonding	GH	1.25	\$200.00	\$250.00
03/09/2020	prepare information for attorney for council meeting, call to clerk	DP	0.33	\$0.00	\$0.00
03/10/2020	Create new file for HostGator website hosting. Review correspondence.	GS	0.25	\$0.00	\$0.00
03/10/2020	telephone with Don, Angie and cameron	GH	0.25	\$200.00	\$50.00
03/11/2020	Locate don sandor contact information for Geri. Review work session agenda with Geri.	GS	0.25	\$0.00	\$0.00
03/12/2020	call from Angie and memo	DP	0.25	\$135.00	\$33.75
03/12/2020	Phone Call with Geri Huser re: City Employee Matters	CW	0.25	\$175.00	\$43.75

03/12/2020	Phone Call to Angie Ritchie re: City Employee Matter	CW	0.20	\$175.00	\$35.00
03/13/2020	Phone Call with Angie Ritchie	CW	0.30	\$175.00	\$52.50
03/16/2020	Create new file for emergency preparedness plan.	GS	0.25	\$0.00	\$0.00
03/16/2020	Review documents regarding budget, review law on budget, memo to file	BS	0.40	\$225.00	\$90.00
03/18/2020	emails on website invoice and payment of bill	DP	0.25	\$0.00	\$0.00
03/18/2020	telephone with Don Sandor	GH	0.25	\$200.00	\$50.00
03/23/2020	emails and telephone calls on website payment, pay fee with credit card	DP	0.33	\$0.00	\$0.00
03/23/2020	Phone Call with Don Sandor re: Applications and Process for Hiring New City Admin/Clerk	CW	0.40	\$175.00	\$70.00
03/23/2020	Phone Call with Angie Ritchie re: HostGator	CW	0.25	\$175.00	\$43.75
03/23/2020	Review Applications for City Administrator	CW	2.75	\$175.00	\$481.25
03/24/2020	emails on various items, filing	DP	0.33	\$0.00	\$0.00
03/24/2020	telephone with don sandor	GH	0.25	\$200.00	\$50.00
03/24/2020	Phone Call with Don Sandor re: Potential Interviews with Applicants	CW	0.40	\$175.00	\$70.00
03/25/2020	Phone Call with Angie Ritchie	CW	0.25	\$175.00	\$43.75
03/26/2020	Voicemail from Don Sandor re: Hiring of City Admin/Clerk, Phone Call with Geri Huser	CW	0.40	\$175.00	\$70.00
03/27/2020	memo, assemble information for attorney in preparation for upcoming meetings	DP	0.33	\$135.00	\$45.00
03/28/2020	telephone with Mayor	GH	0.25	\$200.00	\$50.00
03/29/2020	Review Emails and Correspondence re: Various Matters: Han Property, Virtual Meetings, Hiring Process for City Admin/Clerk, Bond Status. Review City Council Meeting Agenda and Packet. Phone Call with Geri Huser.	CW	1.75	\$175.00	\$306.25
03/30/2020	receive, review and file emails	DP	0.25	\$135.00	\$33.75
03/30/2020	Phone Call to Angie Ritchie to Set Up Test Zoom Call, Discuss Budget and Notice Issues with Angie Ritchie and Geri Huser over Zoom Call, Phone Call with Don Sandor re: City Council Meeting, Discussion with Angie Ritchie re: Han Property Matter	CW	1.20	\$175.00	\$210.00
03/30/2020	Review Correspondence re: Budget and Authorization of Expenses	CW	0.40	\$175.00	\$70.00
03/31/2020	Email from Angie Ritchie re: Potential Violation of Emergency Order, Email Response	CW	0.40	\$175.00	\$70.00
04/03/2020	Print, review, and save various e-mails and documents. Organize into appropriate files.	GS	3.00	\$0.00	\$0.00
04/03/2020	Phone Calls with Mayor Becker re: City Administrator	CW	0.40	\$175.00	\$70.00

Search						
Date	Notes	Timekeeper	Quantity	Rate	Total	
04/03/2020	Phone Call with Thomas Cackler re: Update on City Matters	CW	0.25	\$175.00	\$43.75	
04/03/2020	Phone Call with Angie Ritchie re: Update on City Matters, Memo to File	CW	0.50	\$175.00	\$87.50	
04/06/2020	Review correspondence from weekend and organize appropriate files. Create new file for parcel split.	GS	0.50	\$0.00	\$0.00	
Services Subtotal					\$2,656.25	

Expenses

Date	Notes	Quantity	Rate	Total
03/18/2020	ADV - SLO CK. #32687 - HOSTGATOR.COM - PAYMENT OF WEBSITE INVOICE.	1.00	\$193.39	\$193.39
Expenses Subtotal				\$193.39
Subtotal				\$2,849.64

Middlebrook Development

Date	Notes	Timekeeper	Quantity	Rate	Total
03/25/2020	Review Correspondence re: Middlebrook Barn, Review Ordinances and Phone Call to Tom Henderson, Email to Angie Ritchie and Tony Bellizzi	CW	0.70	\$175.00	\$122.50
04/03/2020	Email from and to Tom Henderson re: Barn Relocation	CW	0.25	\$175.00	\$43.75
Subtotal					\$166.25

Consulting for Financial, Budgeting and Management of City

Date	Notes	Timekeeper	Quantity	Rate	Total
03/30/2020	review of applications and discussion with Don on what to do about informing. Discussion with deputy clerk	GH	0.25	\$200.00	\$50.00
04/03/2020	telephone with mayor regarding applicants, and process to follow.	GH	0.25	\$200.00	\$50.00
04/04/2020	review of draft letter for candidates for position.	GH	0.25	\$200.00	\$50.00
Subtotal					\$150.00

2020 - City Council Meetings

Date	Notes	Timekeeper	Quantity	Rate	Total
------	-------	------------	----------	------	-------

03/06/2020	Organize council meeting binder and P&Z binder.	GS	0.30	\$0.00	\$0.00
03/09/2020	receive, print and update file with council packet	DP	0.33	\$0.00	\$0.00
				Subtotal	\$0.00

Bonding

Date	Notes	Timekeeper	Quantity	Rate	Total
03/13/2020	review of information with attorneys, emails with insurance representative, telephone conference, receive and review bond application form, email form to clerk	DP	0.50	\$135.00	\$67.50
03/16/2020	Create file.	GS	0.25	\$100.00	\$25.00
03/24/2020	receive and review email and application and items needed	DP	0.25	\$135.00	\$33.75
03/24/2020	email bond application and set up file	DP	0.25	\$135.00	\$33.75
03/24/2020	Phone Call with Angie Ritchie re: Bonding Issues, Phone Call with Mayor Becker	CW	0.40	\$175.00	\$70.00
03/25/2020	emails with bonding agent	DP	0.25	\$135.00	\$33.75
03/25/2020	emails on bond applications	DP	0.25	\$135.00	\$33.75
03/25/2020	Email to Angie Ritchie and From Angie Ritchie re: Bonding Application	CW	0.40	\$175.00	\$70.00
				Subtotal	\$367.50
				Subtotal	\$3,533.39
				Total	\$3,533.39

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
13756	04/07/2020	\$3,533.39	\$0.00	\$3,533.39
			Outstanding Balance	\$3,533.39
			Total Amount Outstanding	\$3,533.39

Trust Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/19/2018	CHECK	FUNDS RECEIVED IN EXCESS OF INVOICE #8550	Cumming - 1		\$5,269.17	\$5,269.17
11/19/2018	CHECK	PAYMENT OF INVOICE #8550	Cumming - 1	\$3,653.34		\$1,615.83
11/30/2018	CHECK	PAYMENT FOR INV. #8201	Cumming - 1	\$1,615.83		\$0.00
03/19/2019	CHECK	FUNDS IN EXCESS OF INVOICE #10047	Cumming - 1		\$5,253.33	\$5,253.33
03/19/2019	CHECK	PAYMENT OF INVOICE #10047	Cumming - 1	\$4,628.33		\$625.00
08/16/2019	CHECK	TO PAY BALANCE OF INVOICE #11362	Cumming - 1	\$625.00		\$0.00
Trust Account Balance						\$0.00

Please make all amounts payable to: Skinner Law Office, P.C.
Payment is due upon receipt.
We gladly accept Visa, Mastercard, Discover and American Express.



Combined Systems Technology, Inc.
 2165 NW 108th Street
 Suite D
 Clive, IA 50325
 (515) 270-5300

Date	Invoice
02/13/2020	137648
Account	
City of Cumming	

Bill To:
City of Cumming Attn: Angie Ritchie 649 N 44th Street PO Box 100 Cumming, IA 50061 United States

Ship To
City of Cumming 649 N 44th Street PO Box 100 Cumming, IA 50061 United States

Due Date	PO Number
NET ON RECEIPT	

Block Time Contract Details	Quantity	Price	Amount
Agreement Block Time			
20 Hours of Engineering Block Time	20.00	\$125.00	\$2,500.00
"Block Time is Non-Refundable and Never Expires"			
Make checks payable to Combined Systems Technology, Inc.	Invoice Subtotal:		\$2,500.00
	Sales Tax:		\$0.00
	Invoice Total:		\$2,500.00
	Payments:		(\$1,177.36)
	Credits:		\$0.00
	Balance Due:		\$1,322.64

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements. All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 39 Years of Technology Excellence!"

RECEIVED APR - 9 2020

Statement

GovOffice
 2112 Broadway St
 NE #250
 Minneapolis MN 55413
 United States

Date 2/29/2020
Amount Due \$1,225.00
Amount Encl.
Subsidiary GovOffice

Bill To
 City of Cumming
 649 N 44th St.
 Cumming IA 50061
 United States

Date	Description	Charge	Payment	Balance	
1/1/2020	Invoice #INV10820	525.00		525.00	
1/31/2020	Invoice #INV10894	700.00		1,225.00	
Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
700.00	525.00	0.00	0.00	0.00	\$1,225.00

43.75
 102.08

$43.75 \times 4 = 175.00$
 $102.08 \times 4 = 408.32$

 583.32

GovOffice
2112 Broadway St
NE #250
Minneapolis MN 55413
United States

Invoice

#INV10820

PO#
1/1/2020

Bill To

City of Cumming
649 N 44th St.
Cumming IA 50061
United States

TOTAL

\$525.00

Due Date: 1/31/2020

Terms

Net 30

Due Date

1/31/2020

Quantity	Item	Amount
1	GovOffice 1 yr website hosting Annual Hosting Fee 2020	\$525.00

| Please make checks payable to GovOffice &
| remit payment to:
| Government Brands Shared Services
| Attn: GovOffice Accounts Receivable
| P.O. Box 25477
| Tampa, FL 33622
| For questions, please contact Shey Settles
| (770)293-1824
ssettles@governmentbrands.com

Subtotal \$525.00
Total \$525.00

RECEIVED MAR 10 2020



GovOffice
2112 Broadway St
NE #250
Minneapolis MN 55413
United States

#INV10894

PO#
1/31/2020

Bill To

City of Cumming
649 N 44th St.
Cumming IA 50061
United States

TOTAL

\$700.00

Due Date: 3/1/2020

Terms

Net 30

Due Date

3/1/2020

Quantity	Item	Amount
14	GovOffice Email Service 2020 Email Account	\$700.00

| Please make checks payable to GovOffice &
 | remit payment to:
 | Government Brands Shared Services
 | Attn: GovOffice Accounts Receivable
 | P.O. Box 25477
 | Tampa, FL 33622
 | For questions, please contact Shey Settles
 | (770)293-1824
 | ssettles@governmentbrands.com

Subtotal \$700.00

Total \$700.00

RECEIVED MAR 10 2020



INV10894

Angie Ritchie

From: registration@iowaleague.org
Sent: Thursday, March 5, 2020 10:32 AM
To: Angie Ritchie
Subject: Order Confirmation

Dear Angie,

Thank you for your recent order. The order details are below.

**Angie Ritchie
Cumming**

Order Number: 20971
Order Date: Mar 5, 2020 10:28 AM
Bill To: Cumming
Order Total: 912.00
Payment Method: Check Number: SENDINV

Item	Price	Qty	Total
Iowa Municipal Professionals Institute 2020 - Angie Ritchie <i>When:</i> Jul 20, 2020 - Jul 29, 2020 <i>Registration option:</i> Jul 20, 2020 - I'm not taking Public Speaking this year <i>Program Items:</i>	912.00	1	912.00

- Jul 20, 2020 8:00 AM: Elements of a City Financial System WK1
- Jul 21, 2020 8:00 AM: Understanding Legal Terms WK1
- Jul 21, 2020 3:15 PM: Intergovernmental Relations WK1
- Jul 22, 2020 8:00 AM: Group Dynamics & Team Building WK1
- Jul 23, 2020 10:15 AM: Administrative Law WK1
- Jul 23, 2020 1:00 PM: E-Reporting & Communications for the Clerk's Office WK1
- Jul 24, 2020 8:00 AM: The Fine Art of Negotiations WK1
- Jul 27, 2020 8:00 AM: Iowa City Budgeting System & Capital Planning, Budgeting WK2
- Jul 27, 2020 3:15 PM: Clerks Roles in Elections WK2
- Jul 28, 2020 8:00 AM: Financing Options and Economic Development WK2
- Jul 28, 2020 3:15 PM: Writing Resolutions & Ordinances WK2
- Jul 29, 2020 8:00 AM: Office Administration/P&Z/Nuisance WK2
- Jul 29, 2020 3:15 PM: Parliamentary Procedures WK2

Item Total	912.00
Shipping	0.00

RESOLUTION 2020-29
City of Cumming

AN AUTHORIZATION FOR PAYMENT OF MONTHLY CITY OBLIGATIONS

WHEREAS, The City Council believes it to be in the best interest of the City to authorize the City Clerk/Deputy Clerk to pay certain monthly obligations prior to Council approval, provided said obligations are of a nature which are regular and recurring, and which will be brought before the Council at the next council meeting for approval, and

WHEREAS, The City Council of the City of Cumming, Iowa desires to avoid late payment penalties and believes authorizing approval for payment of its regular monthly obligations will result in savings to the city,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CUMMING, IOWA AS FOLLOWS:

1. The City Clerk/Deputy Clerk is hereby authorized to pay the following regular monthly obligations prior to receiving Council Approval: City payroll, Federal and State withholdings tax deposits, IPERS deposits, postage needed, Bond/Loan payments, propane payments for gas purchased, supplies where the vendor offers a discount which will expire prior to the next available regular City Council meeting at which approval could be obtained, draws from Federal or State grants, sales tax, insurance payments, and registration for Council approved conferences or classes.

2. All payroll checks written by the City Clerk/Deputy Clerk to pay regular monthly payroll obligations must be signed by one Council member. All other regular monthly obligations must be signed by two Council members, regardless of the amount of the check.

3. This Resolution shall be effective immediately and the Clerk is authorized to implement upon its final passage and approval, as provided by law.

Passed by the City Council of the City of Cumming, Iowa this 13th day of April, 2020, and approved by the Mayor of the City of Cumming, Iowa this 13th day of April, 2020.

Tom Becker, Mayor

ATTEST:

Angie Ritchie, Deputy Clerk

City of Norwalk

55.18 LIMIT OF NUMBER OF DOGS OR CATS ALLOWED.

It shall be unlawful for an owner or occupant of a dwelling unit or residence, as defined in [Chapter 175A](#) of the Norwalk Code, to harbor or house on or about the premises more than the following number of dogs and cats over the age of six months unless otherwise authorized in the Norwalk Zoning Code.

1. Three dogs.
2. Three cats.
3. A combination of five dogs and cats.

City of West Des Moines

5-3A-15: LIMITED NUMBER OF ANIMALS ALLOWED:

It shall be unlawful, except for a licensed kennel or pet shop, veterinary hospital or animal grooming shop, for an owner to harbor, or house on his premises more than four (4) cats or four (4) dogs, or a combination of four (4) such animals over the age of six (6) months. Ord 1943, 1-9-2012)



Estimate

Date	Estimate #
3/16/2020	1752

Encore Striping & Sweeping, LLC

PO BOX 71698
 Clive, IA 50325
 515-809-5700
 info@encorestriping.com



Name / Address
City of Cumming Angie Ritchie

Terms	Net 30
-------	--------

Item	Description
Power Sweeping	<p>ROADWAY SWEEPING</p> <p>Work includes Power Sweeping along curbs, roadways & complete debris removal</p> <p>All Residential Roads Associated with the following paved roads:</p> <p>N 35th St</p> <p>N Doe Run</p> <p>N Fernwood Dr.</p> <p>N 34th St.</p> <p>N Cattall Crk</p> <p>N 29th St.</p>

Estimate does not include sales tax. We appreciate the opportunity to earn your business!	Total	\$2,800.00
--	--------------	-------------------

Approved By: _____ Date: _____



Dear Paint Iowa Beautiful Award Recipient,

Congratulations on being a **2020 Award Recipient**. We appreciate the pride you have in your community as evidenced by the desire to improve it.

Your award certificate gives you the details on how to redeem it, but it is really quite simple; purchase the paint through your local Diamond Vogel store and then submit your invoices to Keep Iowa Beautiful for reimbursement.

You can help us continue to provide this program for communities in the future by observing the following requests:

- Complete the project in the calendar year 2020
- Request reimbursement of invoices all at one time and before December 31, 2020
- Provide us "Before and After" photos and/or video of your project
- Send us copies of any news coverage or publicity your project receives

Please consider using the logos of Paint Iowa Beautiful, Diamond Vogel and Keep Iowa Beautiful in conjunction with the projects announcement and promotional material. If you would like the logos electronically, please e-mail or call Bill Jackson at Keep Iowa Beautiful: 515-243-2000 ext. 111 or bjackson@keepiowabeautiful.com.

Thanks for your work in helping Keep Iowa Beautiful. We're confident that you'll find that a little bit of paint can make a dramatic difference.

Have Fun!

Sincerely,

Doug Vogel
VP, Corporate Marketing
Diamond Vogel

Bill Jackson
Executive Director
Keep Iowa Beautiful

Paint Iowa Beautiful Marketing Tips

Congratulations on being awarded a Paint Iowa Beautiful grant. Here are some resources that you can use in promoting your group and project.

Logos: Logos are available for your use on signage, flyers, t-shirts, etc. Email or call Bill Jackson at Keep Iowa Beautiful: 515-323-6537 or bjackson@keepiowabeautiful.com to get the logos you need. Please be respectful when using our logos. Size them proportionally and do not re-color them. If they are not being used in color, then use the black & white version.

Press Release: Keep Iowa Beautiful sends the enclosed general press release to media across the state. It is highly recommended that you do a press release to local paper, radio television station when you are doing your project. If you do get some media coverage, please send the Keep Iowa Beautiful a copy.

Photos: Photos are a great way to tell the story of your project. Newspapers love them – and so do we. Before and after photos of your project or volunteers just having fun are great subjects. If you have photos please share them with the Keep Iowa Beautiful office for possible inclusion in their newsletter and website.

Yard Sign: A yard sign is available to be displayed near your project. It simply says “Another Project of Paint Iowa Beautiful” and displays the logo as shown on the front of your grant award. We will be sending a yard sign for your project to the Diamond Vogel location shown on your grant award. If you need additional signs, please contact the Keep Iowa Beautiful Office.



2020 PROJECT AWARD

Diamond Vogel and Keep Iowa Beautiful are proud to present

Cumming Hometown Pride

an award of 7 gallons of Diamond Vogel paint* in conjunction with their beautification project:

City of Cumming Water Tower

Your Diamond Vogel contact for your project will be:

Location: **Diamond Vogel Paint**

105 63rd St

Des Moines, IA 50312

Manager: **Craig Farley Jr**

Phone Number: **515-255-5500**

Store Email: **desmoines@diamondvogel.com**

Diamond Vogel is also pleased to support your group's project with special discounted pricing on paint and painting supplies. Our Service Center staff will help you choose the products that are best suited to your project needs.

***To redeem your certificate, purchase the paint through the Diamond Vogel Store and submit your invoice to Keep Iowa Beautiful c/o Bill Jackson by December 31, 2020.** You will be reimbursed through Keep Iowa Beautiful up to the number of gallons that you were awarded. Please be aware that paint supplies and non-Diamond Vogel manufactured goods are not eligible for reimbursement.

Project Contact:

Natasha Adams
4604 20th Ave
Cumming, IA 50061
(515) 868-1534
natasha@tripleahomeservices.com

Keep Iowa Beautiful Contact:

Bill Jackson
Keep Iowa Beautiful
2910 Westown Parkway, Suite 302
West Des Moines, Iowa 50266
Phone: 515-243-2000 ext 111
Email: bjackson@keepiowabeautiful.com
Web Site: www.keepiowabeautiful.com

Diamond Vogel Corp Contact:

Doug Vogel, VP Corporate Marketing
Diamond Vogel Paints
1110 Albany Place SE
PO Box 380
Orange City, IA 51041
Phone: 712-737-8880 Ext. 11426
Fax: 712-737-4998
E-mail:
doug.vogel@diamondvogel.com
Web Site:
www.diamondvogel.com

Tips For A Successful Painting Project



Choose the right paint and painting supplies for your project. Our Service Center staff will help you choose the products that are best suited to your project needs.



Prepare the surface before applying primer/paint. Make necessary repairs before painting. A properly prepared surface is clean, solid and dry and free of cracks and imperfections.



For great-looking and long-lasting results, be sure to properly apply primer to the surfaces you plan to paint. In general, the only time a primer is not needed is if you're repainting a surface in good condition.



Don't paint immediately after rain (or if rain is predicted), during foggy weather, when the temperature is below 50 or above 95 unless the product you are using is designed for these conditions.



Dispose of paint and/or empty paint cans properly to help do your part in conserving the environment. It's best to contact your local division of Public Works or Waste Management company for guidelines.



*WARNING!

If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and wet mop. Before you start, find out how to protect yourself and your family by contacting the national Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Angie Ritchie

From: Patrick Whalen <whalenpr@gmail.com>
Sent: Friday, March 27, 2020 3:09 PM
To: Angie Ritchie
Subject: Re: Initial Contract / Update

Angie,

Comments on the draft contract.

1Ciii - include language Cumming will have the word "Cumming" painted on the Structure consulting with Artist on the word design and color.

1- should there be language to the effect the Artist provides all other materials required to complete the project? Will apply for a paint donation from Behr but if we dont receive the paint cost for the design has to be covered by the Artist.

4 Is proof of workers compensation insurance needed?

5 - should include language if Artist terminates agreement before Commencement or fails to complete the work all fees paid are returned.

6a - want to review design changes.

8b - should have the separate approval / licensing agreement signed, or working draft, ready when this agreement is signed. The key open item is using the design for fundraising ie, shirts, posters, glass wear, etc. Agreed in principle to split profits 50/50 with Artist up \$10,000.

Have applied for grant money. If received the funds can be applied towards the \$10,000 agreed with the Artist or split 50/50 with Cumming and Artist.

10. Is a statement needed on Iowa law governing contract? Does the City want binding arbitration to be used to settle any disputes?

Thanks, Pat

On Thu, Mar 26, 2020, 12:34 PM Angie Ritchie <deputyclerk@cumming-iowa.com> wrote:

Dear Mr. Whalen,

I sent the contracts to the City Attorney when I originally received it. They have been very busy working with COVID related issues. If you like to send your comments on the draft and I can forward them to the attorneys and touch base with them in regards to it at the same time.

Sincerely,

CUMMING WATER TOWER MURAL AGREEMENT

THIS CONTRACT is made at Warren County, Iowa, this ___ day of _____, 2020, (the "Effective Date") by and between **City of Cumming**, a city in Warren County, Iowa (hereinafter referred to as the "CUMMING") and **Plum Forward Corporation**, an Iowa corporation with an address at 1031 Lost Lake Drive, Polk City, Iowa, 50226 (hereinafter referred to as the "ARTIST"). The foregoing parties may be referred to individually herein as "Party" and collectively herein as "Parties."

RECITALS

WHEREAS, CUMMING seeks to promote a great quality of life for its residents and visitors through art installations within its community;

WHEREAS, CUMMING owns the water tower structure located on the premises surrounding or abutting 649 N 44th Street in Cumming, Iowa, (hereinafter referred to as the "Structure") as well as the underlying real property located at or about said address;

WHEREAS, ARTIST is a designer and muralist that designs and installs murals;

WHEREAS, the Parties desire to install a mural on the Structure;

WHEREAS, ARTIST has designed a mural and identified materials for installation of said mural on the Structure (attached as Schedule A); and

WHEREAS, the Parties have approved of the mural design that is attached as Schedule A (hereinafter referred to as the "Mural");

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Payment.

- a. ARTIST shall provide the materials and labor to install the Mural on the Structure during the Installation Period as defined below.
- b. CUMMING shall pay the ARTIST the total sum of \$12,500.00 for ARTIST's design, rendering and installation of the Mural.
 - i. CUMMING shall distribute the payments to the ARTIST according to the following payment plan:

1. \$2,500.00 shall be paid to ARTIST within three days for the Effective Date.
 2. \$3,750.00 shall be paid to ARTIST on or before _____, 2020 (45 days before the Commencement Date as defined below.)
 3. \$6,250.00 shall be paid within the thirty days following the Completion Date as defined below.
- c. The duties and responsibilities of preparing the Structure for the installation of the Mural shall be as follows:
- i. CUMMING shall obtain all necessary licenses and approval for the Mural installation from any parties or interests including, but not limited to state or municipal entities, that encumber any property that shall be affected by the installation of the Mural.
 - ii. CUMMING shall provide all labor to prepare the Structure for installation of the Mural.
 - iii. CUMMING shall provide paint and labor to install a base coat on the Structure in a tone similar to Behr Aztec Sky P490-4.
 - iv. CUMMING shall provide a telescopic lift that is in good working order and capable of safely extending beyond the height of the Structure prior to the Commencement Date and through the Completion Date as defined below.
- d. ARTIST, having knowledge and experience in the area of installing murals, may advise CUMMING in the performance of its duties listed herein. ARTIST has no authority to contract on behalf of CUMMING. ARTIST's consultation(s) shall not create a responsibility in ARTIST that supersedes the duties of CUMMING as described above. Further, any consult of ARTIST shall in no way make ARTIST liable for the acts or omissions of the parties that have been employed by CUMMING.

2. Installation Period.

- a. Notwithstanding any delays arising from the actions or omissions of CUMMING, or third parties, or delays arising from ARTIST's agents suffering injury, illness or death or otherwise naturally occurring climatic or catastrophic events, the dates listed below shall signify the period of installation (herein referenced as "Installation Period").
 - i. ARTIST shall commence installation of the Mural on or about _____, 2020, a date to be referenced throughout this Agreement as the "Commencement Date."
 - ii. ARTIST shall complete installation of the Mural by _____, 2020, a date to be referenced throughout this Agreement as the "Completion Date."

3. Muralist.

- a. Ben Schuh, an agent of ARTIST, shall create and install the Mural.
- b. ARTIST may hire subcontractors to assist in the installation of the Mural.

4. Insurance.

- a. Upon request of CUMMING, ARTIST shall provide a certificate of liability insurance with a minimum of a \$1,000,000.00 limit per occurrence naming CUMMING as additionally insured.

5. Termination.

- a. CUMMING may terminate this Agreement upon five days written notice to all Parties, which shall be deemed effective with proof of receipt.
- b. The date indicated in the notice referenced in paragraph 5(a) above shall be the Termination Date.
- c. The payment plan outlined above represents payments due to ARTIST for its time, materials, equipment, renderings and actual services performed from the Effective Date through the Completion Date.
 - i. In the event of Termination Date being prior to the due date for the second installment payment of \$3,750.00, ARTIST shall be due the first installment of \$2,500.00.
 - ii. In the event of Termination Date being after the due date for the second installment payment of \$3,750.00 and prior to the due date for the third and final installment payment of \$6,250.00, ARTIST shall be due the combined \$6,250.00 of the first and second installment.
 - iii. In the event of the Termination Date being after the Commencement Date, the entire sum of \$12,500.00 shall be due and owing to ARTIST.

6. Additional Disclosures, Duties, and Acknowledgements.

- a. The Parties acknowledge that slight variations to the Mural may occur as a result of the ARTIST's creative process.
- b. ARTIST may include a signature of "SCHUH 20" on the Mural.
- c. The Parties acknowledge that the short-term and long-term quality of the Mural will be affected either positively by having prepared and cleaned the Structure prior to installation or negatively by failing to prepare and clean the Structure prior to installation. ARTIST is under no duty to prepare and clean the Structure at any point and CUMMING has been advised by ARTIST to inspect and prepare the Structure prior to the installation date.
- d. Any licensing, easements, permits or approval required by private parties or the local, state, or federal government regarding the concept or content

featured in Schedule A shall be the responsibility of CUMMING. In the event that any portion of the Mural or its concept are found to be noncompliant with any of the above entities and the project is ordered to stop, CUMMING shall obtain the proper permissions or the ARTIST may alter the Mural to complete the Mural such that it is compliant with the appropriate entity's requirements.

7. Duties upon completion of Mural.

- a. ARTIST has no duty to repair or maintain the Mural upon the passing of the Completion Date.
- b. CUMMING shall assume all responsibility in restoring the property surrounding the Structure in the event of any damages sustained on or around the Structure, including but not limited to damages to the grass or landscaping, during the ARTIST's installation of the Mural.

8. Fundraising and Licensing.

- a. ARTIST and Ben Schuh reserve all intellectual property rights in the Mural.
- b. CUMMING shall obtain separate, written approval from ARTIST or Ben Schuh prior to selling the Mural artwork, depictions of the Mural, or other derivative works.
 - i. As of the Effective Date, the Parties have discussed potential terms for licensing, use, and possible fundraising ventures, such arrangements shall be governed by an agreement separate and apart from this Agreement.
- c. If CUMMING would like to use the artwork for its advertising or other items (e.g. websites or promotional materials not for sale) they may do so as long as there is a credit to "Ben Schuh" on or near the depiction.

9. Representations, Warranties, and Covenants.

- a. CUMMING has the authority to grant ARTIST reasonable access to the Structure and represents that its effectuation of this Agreement shall bind all titleholders and any parties holding an interest to the Structure and its surrounding premises to this Agreement.

10. Miscellaneous Provisions.

- a. This Agreement constitutes the entire agreement between CUMMING and ARTIST with respect to the Mural and supersedes all prior written and oral agreements between the Parties regarding the Mural.

- b. If any part of this Agreement is found to be void, voidable, invalid, or unenforceable, such portion shall be severed from the Agreement, and the remaining portions shall remain in full force, and enforceable as if they were a separate agreement.
- c. All the terms and provisions of this Agreement shall be binding and inure to the benefit of, and be enforceable by each Party as well as each Party's respective successors and assigns.

DRAFT
NOT FOR
SIGNATURE