

**NOTICE OF REGULAR COUNCIL MEETING**

**CUMMING CITY COUNCIL**

**May 11, 2020 – 7:00 p.m.**

**Cumming City Hall, 649 N 43<sup>rd</sup> 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**
- IV. PRESENTATION** – Water Tower Mural, Ben Schuh
- V. BOARDS AND COMMISSIONS REPORTS**
  - A. Park and Recreation
  - B. Planning and Zoning
- VI. CONSENT ITEMS**
  - A. 4/13/20 Council Meeting Minutes
  - B. April IPERS Wage & Contribution Report
  - C. April 2020 Fund Balance Report
  - D. 4/26/20, & 5/10/20 Calculation & Verification Journals
  - E. 4/24/20, & 5/8/20 Accounts Payable Claims Reports
  - F. April Building Permit Log
  - G. Wine Wagon – Liquor License
  - H. Approve Appointment of Donald Paulin to the Planning and Zoning Board for open seat with term ending 06/30/21
  - I. Upcoming Expenditures
- VII. ACTION/DISCUSSION ITEMS**
  - A. **Resolution 2020-30** Hiring of City Clerk
  - B. **Resolution 2020-31** Approving and Authorizing Balance Transfers
  - C. **Resolution 2020-32** Depository Resolution
  - D. **Resolution 2020-33** Partial Prepayment of Principal – Sewer Ext. Phase 1
  - E. **Resolution 2020-34** Approving Agreement KC Real Estate Development Agreement
  - F. FY21 Budget Discussion
  - G. Discussion Over Borrowing Amount
  - H. 2020 Insurance Renewal Discussion
  - I. Road Repair Bid on Orilla Road
  - J. New Accounting Software Bids
  - K. Street Sweeping Bids
  - L. Small City Workshop - \$25.00 Enrollment Fee
- VIII. REPORTS:**
  - A. Mayor
  - B. Council
  - C. Attorney
  - D. Clerk
- IX. PUBLIC COMMENT**

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**X. UPCOMING CITY COUNCIL MEETING:** Regular Meeting: May 11, 7:00 p.m. at City Hall

**XI. 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: 881 9070 8297. Password: 722522. 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.

**Statement from artist Ben Schuh in regards to his upcoming presentation Monday:**

Here's a general update on what to expect from my side and what we should aim to clarify at Monday's meeting. As always don't hesitate to ask questions and sorry for being long-winded. It's my goal to be transparent and keep everyone up to date.

**Current Paint Assessment:**

In my conversation with Angie it sounded like the city would be confirming whether the current paint is lead based and if so, what that might mean for the timeline. Since I currently have legal fees tied to developing this contract I would prefer this is handled before additional fees are incurred on my side, if at all possible.

**Lift - Expected Savings (SAVES \$6200)**

Assuming that all of my work is at or below about 60-65' it looks like we can likely use a lift similar to [https://www.unitedrentals.com/marketplace/equipment/aerial-work-platforms/boom-lifts/telescopic-boom-lift-65-ft-66-ft-4wd#/>](https://www.unitedrentals.com/marketplace/equipment/aerial-work-platforms/boom-lifts/telescopic-boom-lift-65-ft-66-ft-4wd#/) This alone should save the city a substantial amount of the much larger lift. I have attached a web quote from United Rentals. The quote I pulled together suggests a one month rental would be approximately \$2,800

**Paint - Base Coat**

Once we know the project will proceed the city can notify Central Tank Coatings that the text will be "36GR Black" and the overall base coat should be "26BL Clear Sky". As stated to Angie, this should be withheld until the project is 100% a go unless the city prefers the color scheme even if the project were to be canceled.

**Paint - Expected Expense (ADDS \$2970)**

Based on the attached data sheet it seems likely that I may have to paint multiple layers of multiple colors to achieve the best results. Note colors will have to be selected based on available options from Tnemec. Since I cannot use my backstock of paint I will have to plan accordingly. With the limitations to buy gallons I would anticipate buying each color used for the project. With that in mind, based on the current concepts color options it will require approximately 23 different colors/tints of paint and multiple gallons of select colors for approximately 35-45 gallons of paint. If they require paint to be purchased by the gallon (typical) then we would likely see the cost of paint around \$2,310-2,970. ... Note: In the initial quote I was factoring in backstock paint as well as potentially donated paint.

**Paint Note:** All information related to paint in this section requires Central Tank Coatings to use Tnemec Series 1028 | Enduratone. This is the paint that their sales rep told me would be used, but in the event that any changes it could cause the cost to vary. Also, since Tnemec Series 1028 | Enduratone is an acrylic paint that has minimal odors, it is low risk to me while painting. In the event that they use a solvent based paint then it will add dramatic hazards and additional fees would be added to the project from my side.

**Time Related Expectations:**

As stated all along I want to paint the standpipe. I am prepared to forgo any additional charges for added time, but will require the full month rental to make sure I am able to properly paint the project.

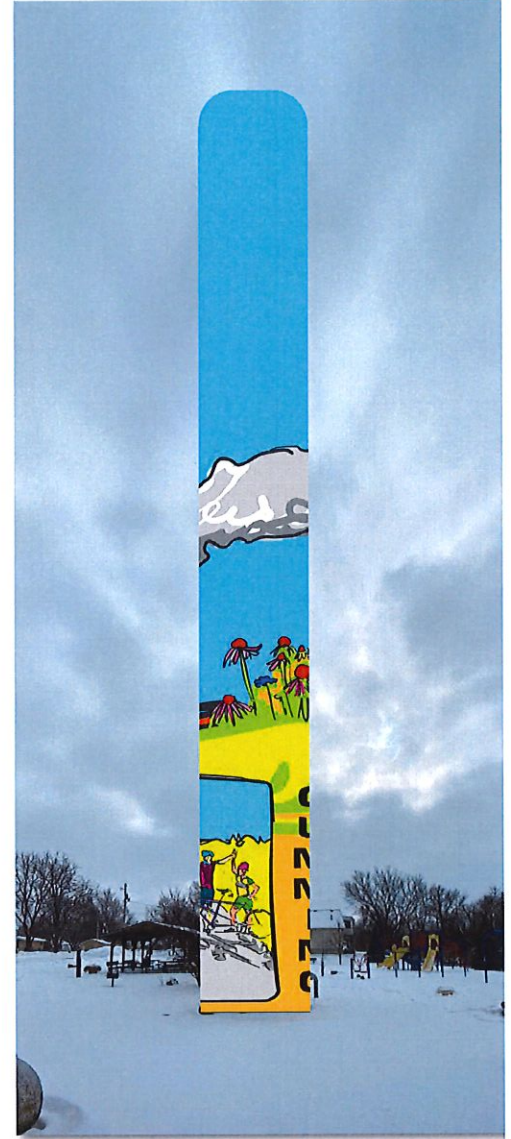
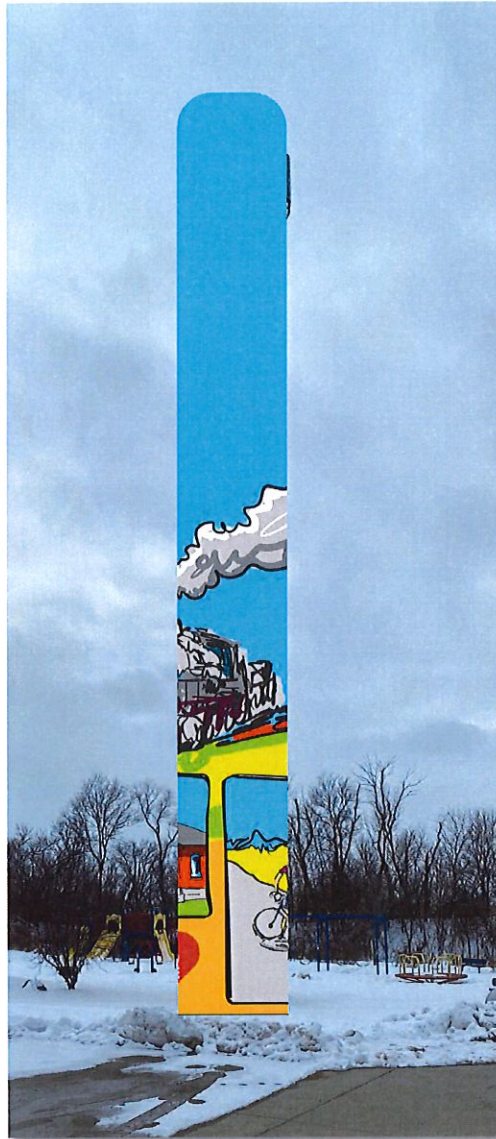
**Licensing Expectations:**

My lawyer has been working with the city attorney and has recommended that we consider devising a method to provide a full release of rights for the \$10,000 cap on the fundraising credit. By utilizing a flat

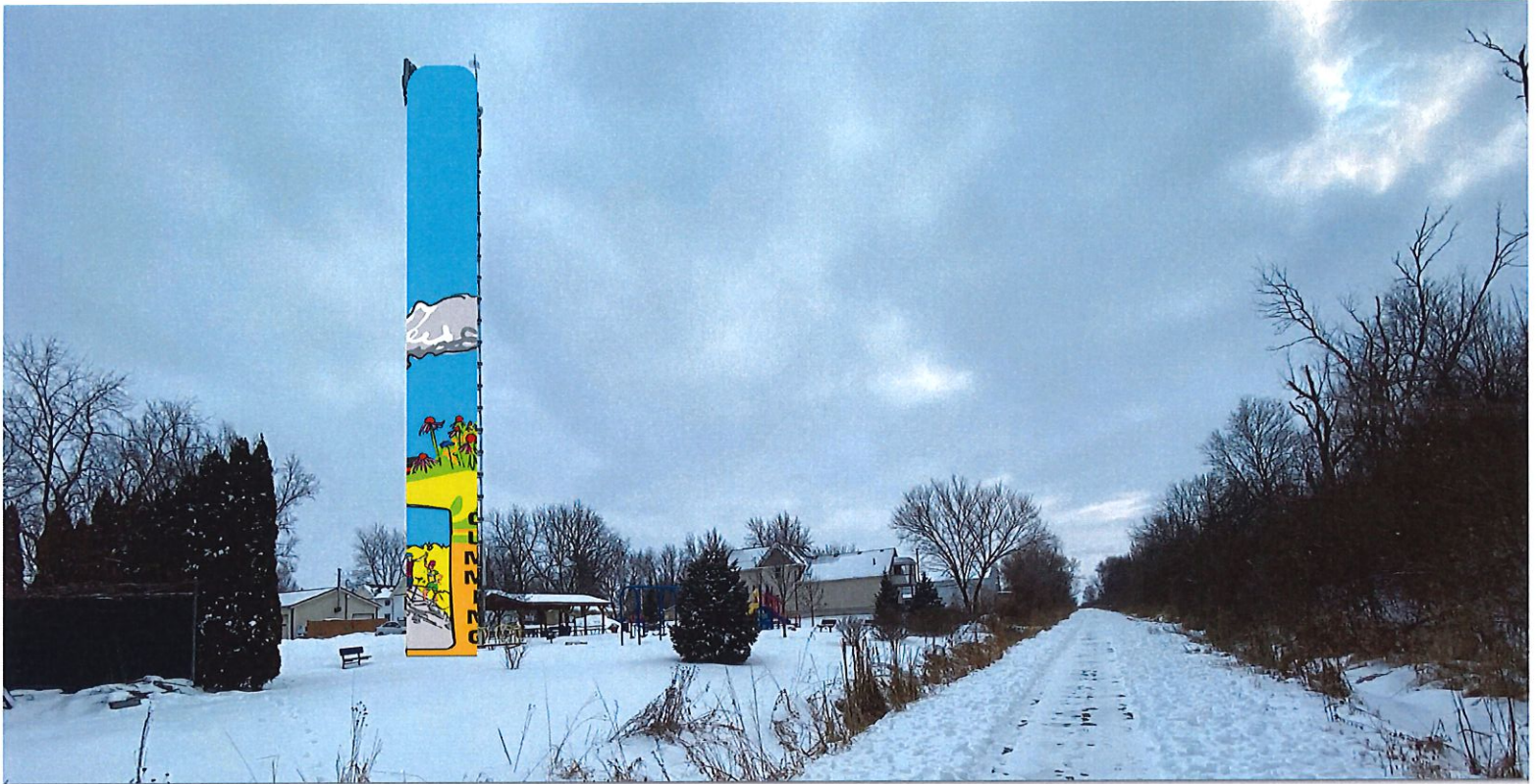




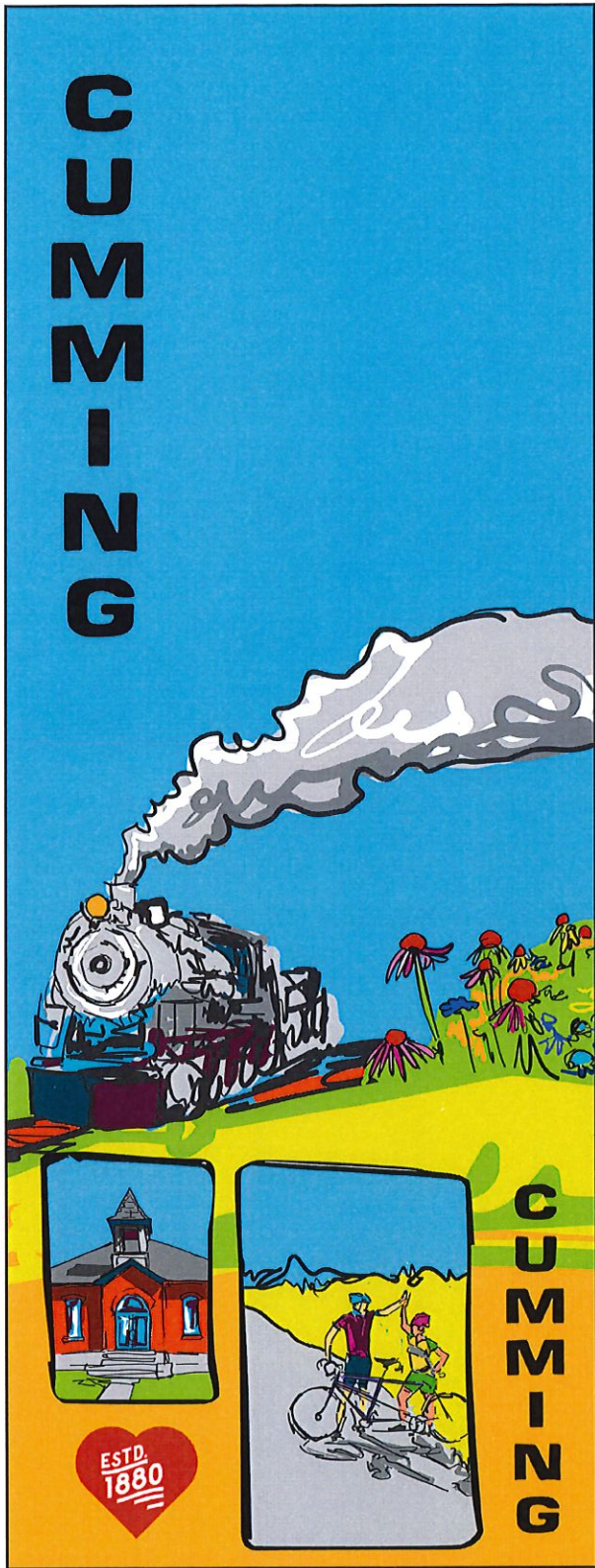












# BENSCHUH

ARTIST  MURALIST

## CUMMING PAINT SWATCHES

-  Black
-  Fuschia-Light
-  Fuschia-Medium
-  Fuschia
-  Fuschia-Dark1
-  Fuschia-Dark2
-  Green
-  Grey-Light
-  Grey-Medium
-  Grey-Dark
-  Bright Yellow
-  Lime-Light
-  Lime-Dark
-  Orange
-  Peach
-  Purple
-  Blue-Bright
-  Blue-Royal
-  Rust-Light
-  Rust-Medium
-  Rust-Dark
-  Turquoise-Medium
-  White





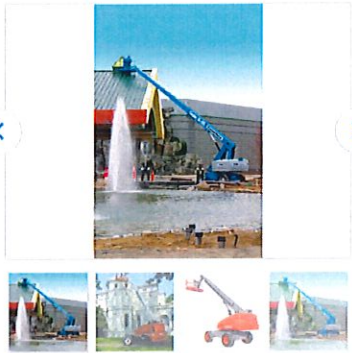
## UNITED RENTAL LIFT QUOTE

[Equipment](#)[Manage](#)[Branches](#)[Solutions](#)[Services](#)[Company](#)

United Rentals now offers a contactless drive-up service to safely and efficiently pick up the equipment you need.

[Learn More](#)

[Equipment](#) > [Aerial Work Platforms](#) > [Boom Lifts](#) > Telescopic Boom Lift, 65 Ft.-66 Ft., 4WD



Cat Class Code: 310-6526



### Telescopic Boom Lift, 65 ft.-66 ft., 4WD

United Rentals carries a complete range of telescopic boom lifts for construction, mechanical contracting, painting, glazing, electrical work and industrial maintenance. Straight boom lifts can be raised, lowered and extended horizontally while the work platform remains stable and straight. You can maneuver and steer in any direction, even while the platform is extended. Hydrostatic drive, positive traction, oscillation axles and proportional controls make driving the boom lift smooth and easy.

- Horizontal reach up to 57'
- Heavy-duty 4-wheel drive for outdoor jobsites
- 360-degree swing
- Fuel-efficient diesel engine
- Add this telescopic boom lift to your cart now

#### Pricing

	Daily	Weekly	Monthly
<b>WEB RATE</b>	\$620	\$1,295	\$2,701

You are viewing equipment rates for [WDM, IA 50061](#)

[Sign in](#) to view account pricing and jobsites.

Start Date	End Date
07/06/2020 	08/03/2020 

Quantity
- <input type="text" value="1"/> +

Transit
None \$0.00 

Environmental Fee 	\$54.02
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Tax	\$0.00
-----	--------

Delivery	\$0.00
----------	--------

Pickup	\$0.00
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Estimated Cost	\$2,755.02
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[Add to Cart](#)





# ENDURATONE® SERIES 1028

## PRODUCT PROFILE

**GENERIC DESCRIPTION** HDP Acrylic Polymer

**COMMON USAGE** Water-based, low VOC, High Dispersion Pure acrylic polymer coating providing excellent long term protection in both interior/exterior exposures. May be applied by spray, brush or roller over a variety of solvent and waterborne steel primers. May also be used over many aged coatings. It is mildew resistant and exhibits very good gloss and color stability. Application methods include "dry-fall" under certain conditions (See Application). **Note:** Series 1028's "dry-fall" characteristics help to reduce the potential for overspray problems on buildings and surrounding property.

**COLORS** Refer to Tnemec Color Guide. **Note:** Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family (blue, gray, etc.), but noticeably different.

**FINISH** Gloss - **Note:** Final gloss level of topcoat can vary depending on number of coats applied. One coat will generally result in a lower sheen than two coats of the material.

## COATING SYSTEM

**PRIMERS** **Wood:** Series 10-99W, V10-99W or 151-1051  
**Steel:** Series 1, 10, 22, 30, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, 90G-1K97, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 113, 115, 135, L140, L140F, N140, N140F, V140, V140F, 141, 161, 287, 394. **Note:** Allow Series 10, V10 and 37H to cure three days before topcoating. Additionally, Series 1, 90-97, 90G-1K97, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O and 394 must be exterior exposed for three days prior to topcoating. **Note:** This product exhibits direct-to-metal capabilities for dry interior environments. Contact Tnemec Technical Service for more information.  
**Aluminum & Galvanized:** Series 66, L69, L69F, N69, N69F, V69, V69F, 115, 135  
**Concrete:** Self-priming or Series 6, 54, 66, L69, L69F, N69, N69F, V69, V69F, 130, 151, 156, 180, 287, 1254  
**CMU:** Series 54, 130, 1254  
**Drywall:** Series 51, 151-1051, 287

**TOPCOATS** Series 1029, 1080, 1081

## SURFACE PREPARATION

**STEEL** **Weather Exposed:** SSPC-SP6 Commercial Blast Cleaning.  
**Enclosed, Protected & Mild Environments:** SSPC-SP2 Hand Tool or SSPC-SP3 Power Tool Cleaning.

**GALVANIZED STEEL & ALUMINUM** Surface preparation recommendations will vary depending on substrate and exposure conditions. Consult the latest version of Tnemec Technical Bulletin 10-78 or contact your Tnemec representative or Tnemec Technical Services.

**PAINTED SURFACES** Remove chalk and old paint not tightly bonded to the surface. Clean all visible rust using SSPC-SP3 Power Tool Cleaning (interior dry) or to bare metal using SSPC-SP11 Power Tool Cleaning to Bare Metal (weather exposed).

**PRIMED SURFACES** Must be clean, dry and free of dust, dirt, oil, grease and other contaminants. Existing water soluble stains in the substrate or upon the surface must be removed or sealed. Allow new concrete to cure 28 days.

## TECHNICAL DATA

**VOLUME SOLIDS** 40.0 ± 2.0% †

**RECOMMENDED DFT** 2.0 to 3.0 mils (50 to 75 microns) per coat.

CURING TIME	Temperature	To Touch	To Handle	To Recoat	To Resist Moisture
		75°F (24°C)	30 minutes	2 hours	2 hours

Curing time varies with surface temperature, air movement, humidity and film thickness.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.79 lbs/gallon (94 grams/litre)  
**Thinned 5%:** 0.79 lbs/gallon (94 grams/litre) †

**HAPS** **Unthinned:** 0.35 lbs/gal solids  
**Thinned 5%:** 0.35 lbs/gal solids

**THEORETICAL COVERAGE** 633 mil sq ft/gal (15.5 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS** One

**PACKAGING** 5 gallon (18.9L) pails and 1 gallon (3.79L) cans.

**NET WEIGHT PER GALLON** 10.16 ± 0.25 lbs (4.61 ± .11 kg) †

**STORAGE TEMPERATURE** Minimum 35°F (2°C) Maximum 120°F (49°C)  
 Protect from freezing.

**TEMPERATURE RESISTANCE** (Dry) Continuous 170°F (77°C) Intermittent 200°F (93°C)

**SHELF LIFE** 12 months at recommended storage temperature.

**FLASH POINT - SETA** N/A

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**



# ENDURATONE® | SERIES 1028

**APPLICATION**

**COVERAGE RATES**

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	2.5 (65)	6.5 (165)	257 (23.9)
Minimum	2.0 (50)	5.0 (125)	321 (29.8)
Maximum	3.0 (75)	7.5 (190)	214 (19.9)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Stir to uniform consistency without creating air bubbles or foam. Avoid vigorous agitation, boxing or shaking.

**THINNING**

Thinning is not normally required, but when needed, thin up to 5% or 1/4 pint (190 mL) per gallon with clean tap water.

**APPLICATION EQUIPMENT**

**Air Spray**

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	65-75 psi (4.5-5.2 bar)	15-25 psi (1.0-1.7 bar)

Low temperatures or longer hoses require higher pot pressure.

**Airless Spray**

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.013"-0.017" (330-430 microns)	2200-3000 psi (152-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Note:** On projects involving spray equipment being used over consecutive days, follow Cleanup Instructions below and then leave xylol in the system overnight, flushing thoroughly with clean water before each start-up.

**Roller:** Use 3/8" (9.5 mm) synthetic woven nap roller cover.

**Brush:** Use high quality nylon or synthetic bristle brushes.

**Note:** Floetrol may be used at up to 32 ounces per gallon for improved application properties. Dry-fall and cure properties may be affected. For more information, contact Tnemec Technical Service.

**SURFACE TEMPERATURE**

Minimum 40°F (4°C) Maximum 120°F (49°C)  
The surface should be dry and at least 5°F (3°C) above the dew point.

**CLEANUP**

Flush and clean all equipment immediately after use with water, then use alcohol or Methyl Ethyl Ketone (MEK) on any dried portions.

**CAUTION**

Dry overspray can be wiped or washed from most surfaces. Satisfactory dry-fall performance depends upon height of work, weather conditions and equipment adjustment. Low temperature and high humidity are of particular concern. Test for each application as follows: Spray from 15 to 25 feet towards paint container. The material then should readily wipe off. **Note:** Heat can fuse-dry overspray to surfaces. Always clean dry overspray from hot surfaces before fusing occurs. Be aware that exterior surface temperatures can be higher than air temperature.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com



April 27, 2020

Cumming Hometown Pride Committee  
649 N, 44th St.  
Other, IA 50061

Dear Natasha,

Warren County Philanthropic Partnership is pleased to inform you the application for Cumming Hometown Pride Committee for the Cumming Water Tower project has been approved in the amount of \$5000. With more than 40 applications this year, there was a lot of competition and your application was among the top-scoring applications. Congratulations!

**Due to this year's unprecedented circumstances, we will not be hosting an in-person grant reception as we have for many years. Instead, to receive your grant check, we ask that you complete the Grant Agreement online or by mail, and checks will be mailed to you once we have received the agreement.**

To complete the Grant Agreement, please visit [www.warrencountyp.org](http://www.warrencountyp.org) and click on Submit Grant Agreement (easiest to find on a laptop), located at the top of our homepage, or complete the attached Grant Agreement and return to our *temporary* mailing address of 604 W. Boston Ave., Indianola, IA 50125 (this address is only valid during COVID-19 restrictions). Your grant check will be mailed to the address listed on your application. If we should mail the check to a different location, please contact us at [info@warrencountyp.org](mailto:info@warrencountyp.org) with the correct address. To recap, the following is required as part of the grant process:

- Complete Grant Agreement prior to receiving grant check.
- Meet all requirements listed in Grant Agreement, including completing the project within 9 months of receiving grant check and giving public recognition to WCPP for the grant. (If you would like a template of a press release for publicity purpose, please email [info@warrencountyp.org](mailto:info@warrencountyp.org).)
- Submit a Final Evaluation when the project is complete.

We understand that many of you applied for this grant prior to COVID-19. If for any reason you need to make changes or find it difficult to complete the project due to COVID-19, please contact us to discuss. If you have any other questions or concerns, please contact us at [info@warrencountyp.org](mailto:info@warrencountyp.org) or call (515) 962-5927.

Thank you for your application and congratulations on your award!

Sincerely,

A handwritten signature in black ink, appearing to read "Chelsea", written over a horizontal line.

Chelsea Hartman  
WCPP 2020 Board President

RECEIVED MAY - 5 2020

P.O. Box 218 | Indianola, IA 50125 | [info@warrencountyp.org](mailto:info@warrencountyp.org)





This agreement is by and between Warren County Philanthropic Partnership and the Applying Organization, here forth referred to as "recipient." The recipient agrees to the following as conditions of acceptance for the grant award. Recipient agrees to:

- **Submit a final report known as "Grant Evaluation" once the project has been completed.** The project must be completed *within 9 months* of receiving the grant check, and future grant applications may be disqualified if a Grant Evaluation is not submitted for previous projects.
- **Provide proof of purchase of items named in the grant application/budget.** Applicants who fail to submit proof of responsible use of grant dollars may be disqualified from receiving future grant dollars until proof is provided.
- **Submit "Change Request" if something with your project has changed.** In the event named in your application to complete the project is no longer available, a different item is needed or the unit price has changed from the original budget, a **"Change Request"** must be submitted in writing for items not named in the original application. To request a change to your original application, please email [info@warrencountyp.org](mailto:info@warrencountyp.org).
- **Give Warren County Philanthropic Partnership credit in publicity for your project.** With your Final Evaluation, you will be required to provide proof of publicity, which could consist of social media posts, print media, published press releases, print media and local visual news outlets. Please do not rely on the check-passing photograph, when possible. We ask you to be proactive in your media coverage by sharing photographs and the story of your project, rather than just a check-passing photograph. A *press release is available upon request from WCPP.*
- **Provide photographs of the completed project to WCPP.** This Grant Agreement also serves as a photo release - recipient agrees to allow WCPP use of the photographs on the WCPP website, social media or other WCPP materials.
- **Submit a request for an extension if your project will take longer than 9 months to complete.** If additional time is needed to complete the project in the allotted time due to unforeseen circumstances, you must submit an **"Extension Request."** To request an extension, please email [info@warrencountyp.org](mailto:info@warrencountyp.org). *Note: Our board reviews all requests for extensions and there may be times the board will not approve an extension. If an extension is denied, unused grant money must be returned.*
- **Return any unused portion of grant money within 18 months of grant award.** If for any reason you do not use all grant monies originally awarded, due to budget/estimate changes, please return the unused portion.

*If the applying organization does not complete a Final Evaluation entirely and fulfill all Grant Agreement requirements named above, the recipient may be asked to return grant monies and may be suspended from receiving future grant dollars.*

\_\_\_\_\_  
Name of Applying Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Organization Representative

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Representative's email address

\_\_\_\_\_  
Representative's Signature



**OFFICIAL PUBLICATION  
CITY OF CUMMING  
Regular Council Meeting 4/13/2020  
To be Approved at 5/11/20**

The Regular City Council Meeting of the City of Cumming was held via Zoom on Monday, April 13, 2020. The Meeting was called to order at 7:06 P.M. by Mayor Tom Becker. Present at Roll Call: Thomas Cackler, Brent Highfill, Charlie Ochanpaugh, Kathie Hungerford and Dino Goode. The Agenda was amended to remove a public comment. Motion made by Hungerford, seconded by Cackler to approve the agenda as amended. Approved 5-0.

**Public Comment:**

Letter to the Council was read.

**Consent Items:**

Motion made by Cackler, seconded by Hungerford to approve the Consent items: 3/30/20 Special Council Meeting Minutes, March 2020 IPERS Wage & Contribution Report, March 2020 Fund Balance Report, 3/13/20, 3/27/20 & 4/9/20 Calculation & Verification Journals, 3/16/20, 3/29/20 & 4/13/20 Accts Payable Claims Reports. Approved 5-0.

**Expenditures:**

Angie Ritchie	1 <sup>st</sup> Qtr Mileage & Zoom	180.67
Brent Highfill	1 <sup>st</sup> Qtr Mileage	22.66
Cardmember Service	March and April	259.08
Central Tank Coatings	Water Tower Base Paint	16,000.00
Century Link	Phone and Internet	242.18
Combined Systems Technology	Hardware/Software Support	1,342.48
GovOffice LLC	1/1-4/30 Web Hosting/Email	583.32
Impact Community Action	Donation	28.00
IA League of Cities	July Classes	912.00
IPERS	IPERS	385.37
IRS	FED/FICA Taxes	571.14
Jim's Johns Inc.	Delivery, March & April Rent	190.00
Koch Brothers	Contract Invoice	572.82
MidAmerican Energy	Utilities/Street Lights	693.48
MSA Professional Services	Professional Consulting	2,608.28
N/Warren Town & Country News	3/9, 3/11 & 3/30 Min/Notices	311.01
Office Depot	Office Supplies	100.22
Skinner Law Office PC	Legal Fees 2/1-4/6	5,443.39
Thomas Cackler	1 <sup>st</sup> Qtr Mileage	12.08
Treasurer, State of Iowa	1 <sup>st</sup> Qtr State Taxes	226.00
US Bank	Copier Lease	118.64
Veenstra & Kimm Inc.	Phase 3 Sewer 2/16-3/21 Inv.	12,452.96
Waste Connections, Inc.	Garbage & Recycling Feb/March	4,466.52
	<b>General Fund Total</b>	<b>47,722.30</b>
City of Des Moines	WRA Payment	3,223.00
Iowa One Call	Underground Line Loc.	18.00
	<b>Sewer Total</b>	<b>3,241.00</b>
Payroll	3/16, 3/30 & 4/13 PR/End of Qtr	3,780.80
Consulting	3/16, 3/30 & 4/13 Consulting PR	3,843.20
	<b>Payroll Total</b>	<b>7,624.00</b>
<b>Paid Total</b>		<b>58,587.30</b>



**Action Items**

- A. Motion by Goode, seconded by Highfill to approve **Resolution 2020-29** An Authorization for Payment of Monthly City Obligations. Approved 5-0.
- B. Pet Ordinance was discussed. Motion by Ochanpaugh, seconded by Goode to send this item to P&Z Approved 5-0.
- C. Street sweeping was discussed. More bids requested.
- D. Water Tower Painting Update was discussed.

**Reports:** Clerk – Updates on training burn

**Upcoming City Council Meetings:** Regular Council Meeting, May 11, 2020 at 7:00 p.m. at City Hall.

Motion made by Goode, seconded by Cackler to Adjourn at 7:55 pm. Approved 5-0.

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Tom Becker, Mayor

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Attest: Angie Ritchie, Deputy Clerk

**Wage & Contribution Report**

Effective Date: 04/01/2020  
 Generated On: 04/24/2020 12:27:03  
 Due Date:2020-05-15  
 WAGE REPORT APRIL 2020  
 Report Status: Initial  
 Trans#: 120855567  
 Date Released: null  
 Member Count: 4  
 Report Source: LOB - manual

Employer Name: 91308 CITY OF CUMMING

Agreement	Occupation Code	Period	Wages	Employer Contributions	Member Contributions	Funds Total
MONTHLY Cities	01-Regular		\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21
MONTHLY Cities	17-Part-time Elected Officials		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Apr 1, 2020	BECKER, THOMAS B		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Apr 1, 2020	HUNGERFORD, KATHIE E		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Apr 1, 2020	RITCHIE, ANGIE		\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21
Apr 1, 2020	SWISHER, RACHELLE E		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
			\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21
Totals:			\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21



**Wage & Contribution Report**

Effective Date: 04/01/2020  
 Generated On: 04/24/2020 12:27:03  
 Due Date:2020-05-15  
 WAGE REPORT APRIL 2020  
 Report Status: Initial  
 Trans#: 120855567  
 Date Released: null  
 Member Count: 4  
 Report Source: LOB - 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	\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21
MONTHLY Cities	17-Part-time Elected Officials	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Totals</b>		\$ 3,116.40	\$ 294.19	\$ 196.02	\$ 490.21

**Cash Summary**

Fund	Due	Paid	Balance
<b>Employer Contributions</b>	\$ 294.19	\$ 0.00	\$ 294.19
<b>Member Contributions</b>	\$ 196.02	\$ 0.00	\$ 196.02
<b>Totals</b>	\$ 490.21	\$ 0.00	\$ 490.21

BANK NAME FUND GL NAME	MARCH CASH BALANCE	APRIL RECEIPTS	APRIL DISBURSMENTS	APRIL CASH BALANCE	INVOICES PAID	BANK BALANCE	2020 BUDGET	YTD BILLS	BUDGET REMAINING
-----									
CITY STATE BANK									
-----									
001 CHECKING - GENERAL	777,729.24-	108,535.59	180,604.48	849,798.13-			365,485.00	555,286.42	189,801.42-
110 CHECKING - ROAD USE	63,846.72	2,330.04	0.00	66,176.76			60,000.00		60,000.00
112 CHECKING - EMPLOYEE BENEFIT	6,118.39	7,134.19	599.11	12,653.47			20,340.00	10,957.71	9,382.29
119 CHECKING - EMERGENCY	4,267.77	2,691.99	0.00	6,959.76			7,449.00		7,449.00
121 CHECKING - LOCAL OPTION TAX	131,378.70	1,966.31	0.00	133,345.01					
125 CHECKING - TIF	106,951.01	36,977.79	0.00	143,928.80			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	31,680.06	20,885.18	0.00	52,565.24			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	206,225.81	345.82	0.00	206,571.63			350.00	40.15	309.85
601 CHECKING - WATER CAPITAL PROJ	0.00	0.00	0.00	0.00					
610 CHECKING - SEWER	102,073.88	1,896.81	3,250.90	100,719.79			45,000.00	36,024.50	8,975.50
	-----	-----	-----	-----	-----	-----	-----	-----	-----
CITY STATE BANK TOTALS	10,144.26	182,763.72	184,454.49	8,453.49	0.00	8,453.49	757,399.00	1,096,729.90	339,330.90-
=====									
TOTAL OF ALL BANKS	10,144.26	182,763.72	184,454.49	8,453.49	0.00	8,453.49	757,399.00	1,096,729.90	339,330.90-
=====									



EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE										
13	ANGIE RITCHIE	80.00	20.0000	H	1600.00	62010			1	1	HRWP	HOURLY W/PENS	A										
	DEDUCTS:		6.2900	P	100.64	61010			4	1	IPER	IPERS	A										
			9.4400	P	151.04							BENEFIT											
	GROSS PAY	1600.00	DEDS	100.64	FED TAX	89.96	SS TAX	99.20	MED TAX	23.20	STATE TAX	62.00	EIC PAY	.00	NET PAY	1225.00	HOURS	80.00	OT	HRS	MTX	MCK	
PAY TOTAL																							
TOTALS		1600.00	100.64	89.96	99.20	23.20	62.00	.00	1225.00	80.00	.00												
					99.20	23.20	EMPLOYER SS/MED TAX																
					198.40	46.40	TOTAL SS/MED TAX																

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	100.64	151.04
	TOTAL	100.64	151.04

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE
-----													
13	ANGIE RITCHIE	80.00	20.0000	H	1600.00	62010			1	1	HRWP	HOURLY W/PENS	A
DEDUCTS:													
			6.2900	P	100.64	61010			4	1	IPER	IPERS	A
			9.4400	P	151.04							BENEFIT	
-----													
PAY TOTAL	GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT	HRS	MTX	MCK
	1600.00	100.64	89.96	99.20	23.20	62.00	.00	1225.00	80.00		.00	N	N
-----													
TOTALS	1600.00	100.64	89.96	99.20	23.20	62.00	.00	1225.00	80.00		.00		
				99.20	23.20	EMPLOYER SS/MED TAX							
				-----		198.40	46.40	TOTAL SS/MED TAX					

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	100.64	151.04
	TOTAL	100.64	151.04



**CLAIMS REPORT**  
 Vendor Checks: 4/24/2020- 4/24/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
CENTURY LINK	Phone & Internet		241.33	5910	4/24/20
COMBINED SYSTEMS TECHNOLOGY	APRIL-JUNE 2020 ANTIVIRUS		18.00	5912	4/24/20
IOWA WORKFORCE DEVELOPMENT	BENEFITS PAID THRU 3/31/20		67.68	5914	4/24/20
IPERS	IPERS		490.21	5909	4/24/20
IRS	FED/FICA TAX		647.34	191	4/24/20
MIDAMERICAN ENERGY	STREET LIGHTS 4/15		710.88	5915	4/24/20
N/WARREN TOWN & COUNTY NEWS	04/13 MEETING MINUTES		84.99	5916	4/24/20
OFFICE DEPOT	OFFICE SUPPLIES		64.35	5917	4/24/20
US BANK	Copier Lease		118.64	5918	4/24/20
	001 GENERAL TOTAL		2,443.42		
SEWER					
CITY OF DES MOINES	WRA PAYMENT		3,223.00	5911	4/24/20
IOWA ONE CALL	UNDERGROUND LINE LOC.		27.90	5913	4/24/20
	610 SEWER TOTAL		3,250.90		
	Accounts Payable Total		5,694.32		
Payroll Checks					
	001 GENERAL		1,225.00		
	Total Paid On: 4/24/20		1,225.00		
	Report Total		6,919.32		

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

FUND	NAME	AMOUNT
001	GENERAL	3,668.42
610	SEWER	3,250.90
-----		
	TOTAL FUNDS	6,919.32



**CLAIMS REPORT**  
Vendor Checks: 5/08/2020- 5/08/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ANGIE RITCHIE	ZOOM REIMBURSEMENT		21.19	5920	5/08/20
BOWEN DESIGN LLC	HTP YARD OF MONTH SIGNS		50.00	5921	5/08/20
CARDMEMBER SERVICE	APRIL SPRINT IPAD		16.90	5922	5/08/20
HEIDI HENDRICKSON	IPERS CONTRIB 03/19-08/19		403.87	5924	5/08/20
JIMS JOHNS INC	4/28-5/25		80.00	5925	5/08/20
KIRK FORD	4/8, 4/19, 4/26 LAWN/TRASH		310.00	5926	5/08/20
OFFICE DEPOT	SUPPLIES		133.98	5927	5/08/20
OLD REPUBLIC SURETY GROUP	6/22/20-6/22/21 SURETY BOND		308.00	5928	5/08/20
VEENSTRA & KIMM INC	SEWER EXT PHASE 3 3/22-4/18		22,246.76	5929	5/08/20
WARREN CO SHERIFF	2ND HALF FY20 CONTRACT PYMT		4,364.50	5930	5/08/20
WASTE CONNECTIONS INC	Garbage & Recycling		2,233.26	5931	5/08/20
	001 GENERAL TOTAL		30,168.46		
SEWER					
CITY OF DES MOINES	WRA PAYMENT		3,223.00	5923	5/08/20
	610 SEWER TOTAL		3,223.00		
	Accounts Payable Total		33,391.46		
Payroll Checks					
	001 GENERAL		1,225.00		
	Total Paid On: 5/08/20		1,225.00		
	Report Total		34,616.46		

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

FUND	NAME	AMOUNT
001	GENERAL	31,393.46
610	SEWER	3,223.00
-----		
	TOTAL FUNDS	34,616.46



2020 - Building Permits - April

Requested	Address	Type	Sent to V&K	Approved	Valuation	Permit Fees	Not. Warren C	Paid	Permit #
4/3/2020	277 N. 35th St.	New - SF	4/3/2020	4/6/2020	\$ 282,073.26	\$ 2,293.55	4/22/2020	4/23/2020	2020-04
4/9/2020	4300 Cumming	Moving Str	4/9/2020	4/14/2020	\$ 49,459.20	\$ 643.75	4/22/2020	4/17/2020	2020-05
4/20/2020	137 N. 35th St.	New - SF	4/20/2020	4/23/2020	\$ 279,702.76	\$ 2,276.75	4/23/2020	4/30/2020	2020-06
4/22/2020	645 N. 43rd St.	Driveway	4/22/2020	4/24/2020		\$ 50.00			2020-07
4/27/2020	3300 N. Fernwood Dr.	Deck	4/27/2020	5/6/2020	\$ 2,800.00	\$ 83.25	5/7/2020		2020-08
Totals					\$ 614,035.22	\$ 5,347.30			

Applicant License Application ( )

Name of Applicant: <u>The Wine Wagon, LLC</u>		
Name of Business (DBA): <u>The Wine Wagen</u>		
Address of Premises: <u>4300 Cumming Ave</u>		
City <u>Cumming</u>	County: <u>Warren</u>	Zip: <u>50061</u>
Business <u>(515) 250-6695</u>		
Mailing <u>6410 Sunset Terrace</u>		
City <u>Windsor Heights</u>	State <u>IA</u>	Zip: <u>50324</u>

Contact Person

Name <u>Darren Fife</u>	
Phone: <u>(515) 633-2824</u>	Email <u>whwaterquality@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 6 months

Effective Date: 05/15/2020

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType: <u>Sole Proprietorship</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Darren Fife

First Name: Darren

Last Name: Fife

City:

State: Iowa

Zip: 50324

Position: Owner

% of Ownership: 50.00%

U.S. Citizen: Yes

Dena Fife

First Name: Dena

Last Name: Fife

City:

State: Iowa

Zip: 50324

Position: Owner

% of Ownership: 50.00%

U.S. Citizen: Yes

Insurance Company Information

<u>Illinois Casualty Co</u>
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SITE MAP

March 2020

FIGURE 1

Phone: 515.250.6695  
www.ecosourceiowa.com



N

Proposed Layout

LEGEND:



# CITY OF CUMMING

## APPLICATION TO SERVE ON A CITY BOARD OR COMMISSION

Name: Donald J. Paulin Occupation: Retired

Address: 4302 North Birch Av, Cumming

Best Phone Number to Reach You: 515-201-7236

Email: 2carpenterdon@gmail.com

How long have you been a resident? 13 months – previous 20 years 5 miles south on 30<sup>th</sup> Av

- I am interested in serving on the following Board/Commission: Planning and Zoning

List Board/Commission you currently serve on: None

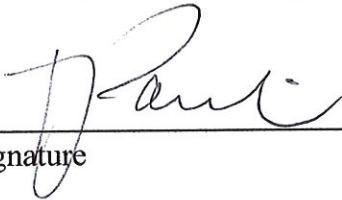
List Board/Commission you have served on in the past: None in Cumming

Describe why you are interested and what knowledge and/or experience you have that would be beneficial to the community: Although I have no agenda, I would like to be involved in the planning of how Cumming will develop, blending the old with new, as the P & Z presents to the Council and Mayor.

In Le Mars: President of several organizations including the C of C and the Development Corporation. Mayor, Hospital Trustee, and State Representative. General contractor and building center owner.

Retired as the deputy director of the IDNR, then minor remodeling projects for a few years.

My wife (Heather Lindsay) wants me to get out of the house more!



Signature

03-06-20

Date

Please return to:

Cumming City Hall  
PO Box 100, 649 N 44<sup>th</sup> St, Cumming, IA 50061  
cityclerk@cumming-iowa.com



Upcoming Expenditures after May 8, 2020

Phase 1 Sewer (Paid with Debt Service)

Principal	20,000.00	to Iowa Finance Authority – Due June 1
Interest	3,900.00	to Iowa Finance Authority – Due June 1
<u>Service Fee</u>	<u>650.00</u>	to Iowa Finance Authority – Due June 1
Total	\$24,550.00	

Phase 1 Sewer Extension (Paid with Debt Service)

Principal	18,000.00	to Iowa State Bank – Due June 1
<u>Interest</u>	<u>5,062.50</u>	to Iowa State Bank – Due June 1
Total	\$23,062.50	

Phase 2 Sewer (Paid with TIF)

Principal	25,269.04	to Iowa Finance Authority – Due June 1
Interest	3,896.10	to Iowa Finance Authority – Due June 1
<u>Service Fee</u>	<u>556.59</u>	to Iowa Finance Authority – Due June 1
Total	\$29,721.73	

Total of three payments: \$77,334.23

If Resolution 2020-33 is Approved:

Additional Phase 1 Sewer Extension Payment (Paid with Benefited Sewer District Fees)

Additional Principal \$95,000.00 to Iowa State Bank – Due June 1

Anticipated total: \$172,334.23

**RESOLUTION 2020-30**  
**City of Cumming**

**A Resolution of the City of Cumming Relating to  
Employment of the City Clerk Applicable to Employees  
Not Within the Civil Service**

**WHEREAS**, The City Council, City of Cumming, Warren County, Iowa, has the authority to appoint and remove department heads, officers, and employees of the City, and

**WHEREAS**, The City of Cumming, Iowa, is in need of the specialized administrative knowledge of Angie Ritchie, and

**WHEREAS**, The City Council, City of Cumming, Iowa, has the authority to determine the powers and duties of each department or office, and to fix compensation of appointive officers and employees, is vested in the City Council, and

**WHEREAS**, in so appointing the City Clerk, the City Council finds that the employment of Angie Ritchie is in the best interests of the City,

**THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized and directed to execute said resolution for the employment of Angie Ritchie as City Clerk, for and on behalf of the City of Cumming, Iowa.

Passed and approved this 11<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Tom Becker, Mayor

Attest: \_\_\_\_\_  
Angie Ritchie, City Clerk



**Resolution 2020-31  
City of Cumming**

**Approving and Authorizing Balance Transfers**

Be it resolved by the Council of the City of Cumming, Iowa, the following transfers are hereby authorized as set out below:

From:	Checking - TIF	
To:	Checking - Phase 2 Sewer Project	
Amount:	\$25,269.04	For: Phase 2 Sewer Principal – June 1, 2020 Payment
Amount:	\$ 3,896.10	For: Phase 2 Sewer Interest – June 1, 2020 Payment
Effective:	5/22/20	

From:	Property Taxes – Emergency Funds
To:	General Fund
Amount:	Entire balance of the emergency fund account
Effective:	6/30/20

Passed and approved this 11<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Tom Becker, Mayor

Attest: \_\_\_\_\_  
Angie Ritchie, Deputy Clerk

# Resolution 2020-32

## Resolution of Lodge, Association or Other Similar Organization

City State Bank  
801 Main St., P.O. Box 159  
Norwalk, IA 50211

By: City of Cumming  
649 N. 44th St., P.O. Box 100  
Cumming, IA 50061

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Association"*

I, Angie Ritchie, Deputy Clerk, certify that I am Secretary (clerk) of the above named association organized under the laws of Iowa, Federal Employer I.D. Number 42-1124870, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 5/11/2020 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. Thomas Cackler, Council Member	X _____	X _____
B. Larry D. Goode, Jr., Council Member	X _____	X _____
C. Brent Highfill, Council Member	X _____	X _____
D. Kathie E. Hungerford, Council Member	X _____	X _____
E. Charles Ochanpaugh, Council Member	X _____	X _____
F. _____	X _____	X _____

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Association.	_____
A,B,C,D,E	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
_____	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

**Limitations on Powers.** The following are the Association's express limitations on the powers granted under this resolution.

Powers granted for accounts \_\_\_\_\_

**Resolutions**

**The Association named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.



- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Pennsylvania.** The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ previously \_\_\_\_\_. If not completed, all resolutions remain in effect.

**Certification of Authority**

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Association is a non-profit lodge, association or similar organization.

\_\_\_\_\_  
(Secretary)

Angie Ritchie, Deputy Clerk

\_\_\_\_\_  
(Attest by Other Officer)

\_\_\_\_\_  
(Attest by Other Officer)

**For Financial Institution Use Only**

Acknowledged and received on

(date) by \_\_\_\_\_ (initials)

This resolution is superseded by resolution dated \_\_\_\_\_.

**Comments:**

RESOLUTION NO. **2020-33**

Resolution providing for partial prepayment of principal for the City's Taxable General Obligation Sewer Improvement Notes, Series 2014

WHEREAS, the City of Cumming (the "City"), in Warren County, State of Iowa previously issued its \$305,000 Taxable General Obligation Sewer Improvement Notes, Series 2014, dated June 30, 2014 (the "Note"), pursuant to a resolution passed and approved on June 23, 2014, under which the right was reserved to the City to prepay part or all of the principal of the Note any time prior to and in inverse order of maturity on terms of par and accrued interest; and

WHEREAS, the City has sufficient funds on-hand to prepay a portion of the outstanding principal of the Note; and

WHEREAS, it is now necessary to authorize the City Clerk (the "Registrar"), as Registrar and Paying Agent for the Note, to take action to cause partial prepayment of the principal of the Note in the amount of \$95,000 on or before June 1, 2020 (the "Prepayment Date");

NOW, THEREFORE, It Is Hereby Resolved and ordered by the City Council of the City of Cumming, Iowa, as follows:

Section 1. Principal of the Note is hereby authorized for prepayment in the amount of \$95,000 on the Prepayment Date on terms of par and accrued interest to such date of prepayment.

Section 2. The Registrar is hereby authorized to effect the prepayment described in Section 1.

Section 3. All resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 11, 2020.

---

Tom Becker, Mayor

Attest:

---

Angie Ritchie, Deputy Clerk



**Resolution 2020-34  
City of Cumming**

**K.C. Real Estate, L.C. Development Agreement**

**WHEREAS**, K.C. Real Estate, L.C., is the owner of certain real property in the City of Cumming, Iowa, that does not currently have access to public sanitary sewer; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to enter into an agreement with K.C. Real Estate, L.C., to facilitate the expansion of public sanitary sewer services in the City of Cumming to currently unserved areas, including the property owned by K.C. Real Estate, L.C., under the terms in the attached development agreement; and

**NOW THEREFORE BE IT RESOLVED:** That the attached development agreement with K.C. Real Estate, L.C. is hereby approved.

**PASSED AND APPROVED** this 11<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Tom Becker, Mayor

ATTEST:

\_\_\_\_\_  
Angie Ritchie, Deputy Clerk

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Cumming, Iowa (the "City"), and KC Real Estate, L.C. ("Developer") as of the 11<sup>th</sup> day of May, 2020 (the "Commencement Date").

WHEREAS, Developer is considering development of an approximate 137.7-acre parcel of property, located in the Southeast Quarter of Section 7, Township 77 North Range 25 West of the 5<sup>th</sup> P.M. (the "Property"). A map of the property is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Property does not currently have access to public sanitary sewer. In order to provide sanitary sewer service to part of the Property and surrounding properties a new sanitary sewer main needs to be constructed from an existing main approximately 4,100 feet east of the Property. A new sanitary sewer main would not only provide sewer service to approximately 84 acres of the Property, but would also provide potential sewer service to other areas south and east of the Property; and

WHEREAS, sewer service to the remaining north 53.7 acres of the Property as shown in Exhibit A would require another sewer extension from the existing sanitary sewer along Middle Creek; and

WHEREAS, in recognition of the need for sanitary sewer service in the area, the City has previously established a benefited sanitary sewer district to help recover the cost of extension of a major trunk sewer to the area within the district, including the Property. These connection fees received, upon development, from property owners in the benefited district are for reimbursement of the City for the City's expenses arising from necessary construction of major sewer facilities; and

WHEREAS, the City does not have current plans to construct the sanitary sewer improvements to provide service to the Property in the near future; and

WHEREAS, pursuant to this Agreement, for the purpose of accelerating the timeline for sanitary sewer installation, the Developer has agreed to initially fund part of the necessary sanitary sewer improvements (the "Improvements") to provide sanitary sewer service to approximately 84 acres of the Property. Exhibit A shows the approximate location of the Improvements, and the approximate sewer service area provided to the Property. Exhibit B attached hereto and incorporated herein by reference shows the estimated costs of the Improvements.

WHEREAS, no provision of this Agreement shall be construed as an incentive to develop in the benefited sewer district.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the parties hereto agree as follows:



1. The City shall pay for 58.5% of the Improvements as described in Exhibit B. The Developer shall pay for 41.5% the Improvements as described in Exhibit B. References hereinafter to specific costs made part of the Improvements, paid in part by the City and in part by the Developer, shall be at the percentages stated above.
2. The design and construction of the Improvements shall be by the City Engineer as a public improvement project in accordance with the Code of Ordinances of the City and the City's standard specifications. The design of the Improvements may be reviewed by the Developer prior to bidding.
3. The City shall contract under separate agreement for engineering design and construction services for the Improvements. The cost for said engineering services shall be made part of the cost of the Improvements paid in part by the City and in part by the Developer. The cost share for both parties for said engineering services shall be due at the time the costs are incurred by the City.
4. The City shall assist with preparing and procuring voluntary easements from landholders along the proposed sanitary sewer main. The City cannot guarantee easements will be obtained. Payment for preparation of said easements shall be made part of the cost of the Improvements paid in part by the City and in part by the Developer. Payment to landholders for acquisition of said easements shall be approved by the City and made part of the cost of the Improvements paid in part by the City and in part by the Developer. In recognition of the value of the Improvements to the Developer, the Developer hereby agrees to donate to the City any easements for the Improvements that are deemed necessary on the Developer's Property. Notwithstanding anything to the contrary contained herein, Developer shall have three (3) business days after its receipt of a revised Exhibit B showing the cost of the Improvements, including any payments to landholders for acquisition of said easements, to terminate this Agreement if the Developer, in its sole discretion believes that the additional costs related the acquisition of the easements is material and makes the estimated costs of the Improvements too expensive for the Developer's intended use of the Property. City shall not allow landowners to execute any documents related to the acquisition of said easements until the revised cost of the Improvements has been approved by the Developer.
5. The City shall advertise for bids and hold a public bid letting for the Improvements. The City's engineer shall prepare a tabulation of bids and recommendation for award of contract for the Improvements to the City and the Developer. The Developer shall provide concurrence of award in writing prior to award of contract by the City for the construction of the Improvements.
6. The City shall require the successful bidder to execute a contract with the City and to provide a Performance, Payment and 4-year Maintenance Bond on the City's standard contract and bond forms. Award of contract and approval of contract and bond for the Improvements is subject to approval by the City Council.
7. Upon written Notice to Proceed to the contractor for the Improvements, the City Engineer shall hold a preconstruction conference which the Developer may attend.
8. The City shall receive monthly partial payment requests from the contractor for the Improvements completed to date. Upon approval of partial payment requests by the City Council, the City shall invoice the Developer for their cost share of the completed



Improvements. Payment from the Developer for said invoices for partial payments to the contractor for the Improvements shall be due to the City within 30 days.

9. The Developer agrees, subject to the provisions herein, to pay the City an amount equal to 41.5% of the total final costs for the Improvements including necessary change orders during construction, provided, however, that such change orders shall be presented to the Developer for its review and consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All payments made by or on behalf of the Developer pursuant to this agreement shall be due as costs are incurred by the City.
10. Upon completion of construction, the City Engineer will provide a certificate of completion to the City and the Developer indicating the final cost of construction of the Improvements. The City Engineer will provide a summary of the total costs of the Improvements including engineering, easements, construction, etc. and the total cost breakdown between the City and the Developer. Any and all outstanding payments or invoices due to the City shall be paid prior to use of the Improvements by the Developer.
11. Upon development of any part of the first 84 acres of the Property within the sewer service area of the Improvements as shown in Exhibit A, and upon acceptance by the City, the City shall waive the required payment for connection fee to the Developer pursuant to the benefited sewer district described in Chapter 101 of the Cumming City Code. The waiver of connection fee shall also apply to any future development of the first 84 acres of the Property within the sewer service area of the Improvements as shown in Exhibit A. Development of any of the Property after the first 84 acres, even if the additional Property is determined to be serviceable by the Improvements, shall be subject to the applicable fees in Chapter 101 of the Cumming City Code. Development of any of the remaining 53.7 acres of the Property outside of the sewer service area of the Improvements as shown and described in Exhibit A may be subject to future connection fees established as provided for in Chapter 101 of the Cumming City Code. Connection fees for the South Service Area Sanitary Sewer Connection Fee District for the next four years are shown in the table below.

<b>Effective Date</b>	<b>Connection Fee (per acre)</b>
July 1, 2019	\$4,575
July 1, 2020	\$4,665
July 1, 2021	\$4,755
July 1, 2022	\$4.845

12. The preliminary estimated cost of the Improvements is approximately \$942,000. The preliminary estimated cost for Developer's share of the Improvements is approximately \$391,000. On July 1, 2020, the connection fee cost for development within the benefited sewer district established for the Property will be \$4,665/Acre. Development of the entire 84 acres of the Property within the sewer service area of the Improvements at the July 1, 2020 rate would result in a connection fee cost of \$391,860. It is agreed by both parties that the waiver of connection fee for the first 84 acres of the Property within the sewer service area of the Improvements is not an incentive for development, but a recognition of the cost incurred by the Developer for a part of the cost of the major sanitary sewer facilities serving the benefited district.

13. The waiver of connection fee shall be for the first 84 acres of the Property served by the Improvements and shall not be applied to any more or any less acres, or any other property owned or acquired by the Developer within the service area of the Improvements without amendment to this Agreement by both parties.
14. The estimated substantial completion date of the Improvements is October 1, 2020.
15. In any proceeding or controversy associated with or arising out of this Agreement or a claimed or actual breach hereof, the prevailing party shall be entitled to recover from the other party as a part of the prevailing party's costs, such party's actual attorneys' and other professionals' fees and court costs. The award for legal expenses shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all attorneys' and other professionals' fees and other expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate the prevailing party for all the attorneys' and other professionals' fees and other expenses paid in good faith. Should the City not complete its obligations hereunder, Developer shall have the right, at Developer's sole and absolute discretion, to complete the Improvements and any costs that should be paid by the City shall be a part of the damages suffered by the Developer as provided hereunder.
16. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, but may not be assigned by the Developer without the express written permission of the City; provided, however, that Developer may assign its rights under this Agreement and the related purchase agreement to a wholly-owned or commonly controlled affiliated entity, subject to the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed and except for a sale of the Property by the Developer to a third party who accepts all of the rights and obligations under the terms and conditions of this Agreement.
17. 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.
18. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by both parties. No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise.
19. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
20. This Agreement is subject to the approval of the City of Cumming City Council and shall be of no force or effect unless and until approved by the City Council for the City of Cumming.



21. This Agreement, or a Memorandum of this Agreement to serve as notice to the public of the existence and provisions of this Agreement, shall be recorded in the land records of Warren County, Iowa.
22. The City and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

<b>CITY:</b>		
CITY OF CUMMING, IOWA		
Tom Becker, Mayor		
Attest:		(Seal)
City Clerk		
<b>DEVELOPER:</b>		
KC REAL ESTATE, L.C. An Iowa limited liability company		
By: William C. Knapp, L.C., Member	Attest: Gerard D. Neugent, Manager	







LONG TERM DEBT SCHEDULE  
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS  
PAGE 1

Department of Management

City Name: Cumming

Fiscal Year  
2021

GO - TOTAL	65,000	23,865	88,865	1,650	0	33,400	57,115
NON-GO TOTAL	0	0	0	0	0	0	0
GRAND TOTAL	65,000	23,865	88,865	1,650	0	33,400	57,115

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Debt Resolution Number (D)	Principal Due FY 2021 (E)	Interest Due FY 2021 (F)	Total Obligation Due FY 2021 =(I)	Bond Reg./ Paying Agent Fees Due FY 2021 =(I)	Reductions due to Refinancing or Prepayment of Certified Debt =(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes =(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) Phase 1 Sewer Project <i>01-24-11</i>	400,000	GO	2011-11	21,000	7,200	28,200	600			
(2) Phase 1 Sewer Extension Project <i>06-23-14</i>	305,000	GO	2014-19	19,000	9,315	28,315				28,800 <i>ok</i>
(3) Phase 2 Sewer <i>3-9-15</i>	785,000	GO	2015-16	25,000	7,350	32,350	1,050		51,340	28,315
(4)		NO SELECTION							33,400	0
(5)		NO SELECTION								0
(6)		NO SELECTION								0
(7)		NO SELECTION								0
(8)		NO SELECTION								0
(9)		NO SELECTION								0
(10)		NO SELECTION								0
(11)		NO SELECTION								0
(12)		NO SELECTION								0
(13)		NO SELECTION								0
(14)		NO SELECTION								0
(15)		NO SELECTION								0
(16)		NO SELECTION								0
(17)		NO SELECTION								0
(18)		NO SELECTION								0
(19)		NO SELECTION								0
(20)		NO SELECTION								0
(21)		NO SELECTION								0
(22)		NO SELECTION								0
(23)		NO SELECTION								0
(24)		NO SELECTION								0
(25)		NO SELECTION								0
(26)		NO SELECTION								0
(27)		NO SELECTION								0
(28)		NO SELECTION								0
(29)		NO SELECTION								0
(30)		NO SELECTION								0
			TOTALS	65,000	23,865	88,865	1,650	0	33,400	57,115

Cumming  
785,000

3-9-15

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof.

Section 6. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2015, sufficient to produce the net annual sum of \$25,526;

For collection in the fiscal year beginning July 1, 2016, sufficient to produce the net annual sum of \$51,300;

For collection in the fiscal year beginning July 1, 2017, sufficient to produce the net annual sum of \$51,580;

For collection in the fiscal year beginning July 1, 2018, sufficient to produce the net annual sum of \$50,840;

For collection in the fiscal year beginning July 1, 2019, sufficient to produce the net annual sum of \$51,100;

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of \$51,340;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of \$50,560;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$50,780;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of \$50,980;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$51,160;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$51,320;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$51,460;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$50,580;



Memo:

To: Mayor and Councilpersons  
From: Angie Ritchie, Deputy Clerk  
Re: Action/Discussion Item G  
Date: May 8, 2020

Subject: Discussion over Borrowing Amount on the Upcoming Bond

During the conference call on May 5<sup>th</sup>, 2020 that took place between myself, Travis Squires, Cameron Wright, John Danos, Amy Montgomery (associates of Dorsey and Whitney ) in regards to the upcoming bond for the Phase 3 Sewer extension it was suggested that if there are any other items that the City is looking to finance that this would be the time to do it. Any road projects or any other upcoming expenditures that you may be looking at, now would be the time to discuss those items. Next month we will be having a resolution to set a date for a public hearing for the upcoming bond.

Current proposed bond amount: \$650,000.00

## Iowa Communities Assurance Pool 2018 Anniversary Rating Supplement

**Member:** City of Cumming  
**Address:** PO Box 100  
 Cumming, IA 50061-0100  
**Member #:** 0263  
**Anniversary Date:** 7/1/2020  
**Contact:** Rachelle Swisher  
**Telephone:** 5159819214  
**Agent Name:** Joseph Weinman  
**Agency:** Weinman Insurance  
**Agency Address:**

### Limits Of Liability

General Liability:	\$5,000,000
Premises Med Liability:	\$10,000
Employee Benefits Liability:	\$1,000,000
Automobile Liability:	\$5,000,000
Automobile Med Pay Liability:	\$0
UM/UIM:	\$0
Officials Liability:	\$5,000,000
Law Enforcement Liability:	\$5,000,000

	2019	2020
<b>Full-Time Employees and Elected/Appointed Officials</b>	7	
<b>Part-Time Employees</b>	1	
<b>Population</b>	351	

	2019	2020
<b>Financial (Please include 2020/2021 budget)</b>		
Total Operating Expenses (Not subject to transfers in/out)	\$648,850	
Deductions		
(a) Capital Improvements	\$0	
(b) Independent Contractors	\$50,000	
(c) Welfare Benefits	\$0	
(d) Debt Services Fund	\$160,265	
(e) Police Expenses	\$7,280	
(f) Golf Course Receipts	\$0	
(g) Rec Center Receipts	\$0	
(h) Electric Utility Expense	\$0	
(i) Gas Utility Expense	\$0	
(j) Emergency Management Expense	\$0	
(k) Legal Engineering Expense	\$0	
(l) Other Expenses	\$0	
Adjusted Operating Expenses	\$648,850	

	2019	2020
<b>Payroll (estimated for current year):</b>		
County Care Facility Payroll	\$0	
DPW Payroll	\$0	
Electric Utility Distribution Payroll	\$0	
Electric Utility Generating Payroll	\$0	
Fire Department Payroll	\$0	
Gas Utility Distribution Payroll	\$0	
Independent Contractors Cost	\$50,000	

Parks & Recreation Payroll	\$0	
Road Construction Payroll	\$0	
Sewer Department Payroll	\$0	
Street Maintenance Payroll	\$0	
Water Department Payroll	\$0	

**Exposures:**

	2019	2020
Additional Party Endorsements	0	
Adult Day Care	0	
Airport Courtesy Car	0	
Airport Liability	0	
Ambulances	0	
Animal Control	0	
Animal Scrambler	0	
Apartment Building Operations	0	
Archery Range	0	
Assistant Medical Examiner	0	
Barrel Race Events	0	
Barrel Train	0	
Bike Trail	0	
Blow up Rides	0	
Bluegrass Festival	0	
BMX Track	0	
Boat	0	
Boat Access	0	
Boat Ramp	0	
Bridges	0	
Bridges - Hiking Trail	0	
Bridges - Pedestrian	0	
Bullriding/Bullfighting Event	0	
Campground Receipts	0	
Campgrounds	0	
Canoe Rental	0	
Car Wash Receipts	0	
Care, Custody & Control	0	
Climbing Wall Over Water	0	
Community Center Receipts	0	
Concert	0	
Cowboy Competition	0	
Dams	0	
DCAT	0	
Demo Derby	0	
Demolition Derby	0	
Diving Boards	0	



Drainage Districts	0	
Drones	0	
Dunk Tank	0	
Empowerment Board	0	
EMT	0	
EMT (No. of technicians, not including paid EMT's)	0	
EPLI for Nursing Home	0	
Farm	0	
Figure 8 Race	0	
Figure 8 Races	0	
Fire/Rescue Boat	0	
Fire/Rescue Jet Ski	0	
Fireworks	0	
Fireworks displays	0	
Garbage Dump or Landfill	0	
Golf Cart Ordinance – Miles of Roadway	0	
Golf Course	0	
Golf Course Receipts	0	
Golfmobiles	0	
Group Home	0	
Halfway House Clients	0	
Horse Show	0	
Horse Show/Races	0	
Housing Authority Expenditures	0	
Inflatables	0	
Jon Boat	0	
Kayak	0	
Lake (higher charge than base)	0	
Landfill	0	
Landfill Acreage	0	
Lawn Mower Race	0	
Maintenance Boat	0	
Marina – Docks	0	
Marina – Moorings	0	
Marina – Slips	0	
Medical Director of Fire Department	0	
Motocross	0	
Mud Bogs	0	
Mutton Busting	0	
Nursing Home/Lessor	0	
Off Road Vehicles Park	0	
Other	0	
Paddle Boats	0	
Pagent	0	

Participating Entities	0	
Petting Zoo	0	
Playgrounds	0	
Ponds	0	
Ponds/Quarries	0	
Pony Rides	0	
Preschool – Number of Children	0	
Public Housing Authority	0	
Railroad Contract	0	
Rec Center Receipts	0	
Red Neck Rally	0	
Rentals	0	
Restaurant and Banquet Receipts	0	
Rodeo	0	
Shooting Booth	0	
Skateboard Parks	0	
Skating Rinks - Ice	0	
Ski Slopes	0	
Skidloader Rodeo	0	
Slides	0	
Snow Trail	0	
Software Development Liability	0	
Sponsored Motorized Events	0	
Summer Camp	0	
Swimming Pools/Lakes	0	
Temporary Depository Site Endorsement	0	
Theatre Receipts	0	
Torque Fest	0	
Townships	0	
Tractor Pull	0	
Train Museum	0	
Transfer Station	0	
UTV/ATV Ordinance	0	
UTV/ATV Ordinance - miles of roadway	0	
Vendors	0	
Volunteer Firefighters - Basic	0	
Wading Pool	0	
Wastewater	0	
Water Park	0	
Waterball	0	
Waterslides	0	
Wellness Center Receipts	0	
Zoo	0	

Any changes to pool policies? \_\_\_\_\_



\_\_\_\_\_  
New Recreational Facilities (please describe): \_\_\_\_\_

\_\_\_\_\_  
Any policy changes for Pesticide/Herbicide spraying (please describe): \_\_\_\_\_

\_\_\_\_\_  
Any changes to Public Health Departments/Districts (please describe): \_\_\_\_\_

**Fairs Only**

Receipts

2019

2020

\$0

**Automobiles:**

Ambulances

Antique Firetruck (Parade Use Only)

Buses - School/Church

Buses - Transit

Dump Trucks

Extra Heavy

Fire Trucks

Heavy

Lt. Med Trucks

Motorcycles

Passenger Car/Vans/Pickups

Police

Refuse

Road Maintenance

Trailers

2019

2020

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

**Public Officials:**

Accountants

Airport

Architects

Attorneys

Engineers

Hospital

Housing

Library

Other

ParksAndRecs

Utility

Zoning

2019

2020

0

0

0

1

1

0

0

0

1

1

0

1

**Law Enforcement:**

Class I-FT

2019

2020

0

Class II-FT	0	
Class III-FT	0	
Class III-PT	0	
Class II-PT	0	
Class I-PT	0	
Class IV-FT	0	
Class IV-PT	0	
Class IX-Dogs	0	
Class IX-Watercraft No Power	0	
Class IX-Watercraft Power	0	
Class V-FT	0	
Class VI-FT	0	
Class VII-FT	0	
Class VIII Aux Officers Armed-FT	0	
Class VIII Aux Officers Armed-PT	0	
Class VIII Aux Officers Unarmed-FT	0	
Class VIII Aux Officers Unarmed-PT	0	
Class VII-PT	0	
Class VI-PT	0	
Class V-PT	0	
Conservation Class I-FT	0	
Conservation Class II-FT	0	
Conservation Class III Aux Officers Armed-FT	0	
Conservation Class III Aux Officers Armed-PT	0	
Conservation Class III Aux Officers Unarmed-FT	0	
Conservation Class III Aux Officers Unarmed-PT	0	
Conservation Class II-PT	0	
Conservation Class I-PT	0	
Conservation Class IV-Horses	0	
Conservation Class IV-Watercraft No Power	0	
Conservation Class IV-Watercraft Power	0	
Contracted	0	

**Have there been any changes in your law enforcement policies:**

	YES	NO
Operations	<input type="checkbox"/>	<input type="checkbox"/>
Training	<input type="checkbox"/>	<input type="checkbox"/>
Procedures	<input type="checkbox"/>	<input type="checkbox"/>
Detention	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signature of Member: \_\_\_\_\_

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

**Casualty Additional Party Endorsements**

Needed	<input type="checkbox"/>	Name:	U.S. Bank Equipment Finance
		Address:	1310 Madrid St.
No	<input type="checkbox"/>	City, State Zip:	Marshall, ,
Longer		Effective Date:	7/1/2020
Needed		Endorsement #:	1
		Description:	YOUR lease of Lanier MP C2004 Multifunction Copier. Customer # 1280734.

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**Certificates of Coverage**

Needed  Name: U.S. Bank Equipment Finance  
Address: 1310 Madrid St.  
No  City, State Zip: Marshall, ,  
Longer Issue Date: 7/1/2020  
Needed Certificate Number: 1  
# of Days Notice: 30  
Regarding: YOUR lease of Lanier MP C2004 Multifunction Copier. Customer # 1280734.

Third Party  Auto Liability  Law Enforcement Liability  Public Officials  Auto Physical Damage  Property

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**Loss Payable Provision - Additional Property Summary**

Needed	<input type="checkbox"/>	Finance Company:	U.S. Bank Equipment Finance
No	<input type="checkbox"/>	Description of Property:	Lanier MP C2004 Multifunction Copier
Longer		Value of Property:	\$6,310
Needed			

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Iowa Communities Assurance Pool

Statement of Values

City of Cumming

Effective Date: 07/01/2020

Printed on: 01/27/2020

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 1 649 N. 44th St. Cumming, IA City Hall	950	1		1978		1	8	Y	N	N	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$107,078					RC					\$500
EDP - Hardware	\$20,073					RC					\$500
Personal Property	\$25,000					RC					\$500
<b>Total Location TIV</b>	<b>\$152,151</b>										
2 - 2 637 N. 44th St. Cumming, IA 84,000 Gallon Water Tower	0	0		1978		3	8	Y	N	N	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$274,922					RC					\$500
Personal Property	\$1,000					RC					\$500
<b>Total Location TIV</b>	<b>\$275,922</b>										
3 - 3 630 N. 44th St. Cumming, IA Pavilion	600	1		2009		1	8	Y	N	N	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$42,902					RC					\$500
Personal Property	\$1,000					RC					\$500
<b>Total Location TIV</b>	<b>\$43,902</b>										
3 - 4 630 N. 44th St. Cumming, IA Fence	0	0		2009		3	8	Y	N	N	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$1,645					RC					\$500
<b>Total Location TIV</b>	<b>\$1,645</b>										
3 - 5 630 N. 44th St. Cumming, IA	0	0		2009		3	8	Y	N	N	Y





Iowa Communities Assurance Pool

Statement of Values

City of Cumming

Effective Date: 07/01/2020

Printed on: 01/27/2020

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
Playground Eqpt./Benches/Tables/Trash Receptacles											
							<b>Value</b>	<b>Valuation</b>			<b>Deductible</b>
Building							\$19,894	RC			\$500
<b>Total Location TIV</b>							<b>\$19,894</b>				
3 - 6 630 N. 44th St. Cumming, IA Swing Set	0	0		2012		3	8	Y	N	N	Y
							<b>Value</b>	<b>Valuation</b>			<b>Deductible</b>
Building							\$1,894	RC			\$500
<b>Total Location TIV</b>							<b>\$1,894</b>				
98 - 98 Various Locations Cumming, IA Various Locations	0	0				1	8	N	N	N	N
							<b>Value</b>	<b>Valuation</b>			<b>Deductible</b>
Miscellaneous Property Unscheduled							\$5,000	RC			\$500
<b>Total Location TIV</b>							<b>\$5,000</b>				
							Total Blanket TIV			\$475,335	
							Building			\$448,335	
							Personal Property			\$27,000	
							EDP - Hardware			\$20,073	
							Miscellaneous Property Unscheduled			\$5,000	
							<b>Total TIV</b>			<b>\$500,408</b>	



Iowa Communities Assurance Pool

## Additional Property Statement of Values

City of Cumming

Effective Date: 07/01/2020

Printed on: 01/27/2020

### 1 - 1 - 649 N. 44th St., Cumming, 50061

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	EDP - Hardware	IPad Air 2 Wi-Fi and Cell 64 GB (7 @ \$823.28)		\$5,763	RC	\$500
2	EDP - Hardware	Lanier MP C2004 Multifunction Copier		\$6,310	RC	\$500
3	EDP - Hardware	Unscheduled EDP Hardware		\$8,000	RC	\$500
Total EDP - Hardware						\$20,073
<b>Total Location Additional Property Scheduled Value</b>						<b>\$20,073</b>

### 98 - 98 - Various Locations, Cumming, 50061

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
4	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property		\$5,000	RC	\$500
Total Miscellaneous Property Unscheduled						\$5,000
<b>Total Location Additional Property Scheduled Value</b>						<b>\$5,000</b>
Grand Total EDP - Hardware						\$20,073
Grand Total Miscellaneous Property Unscheduled						\$5,000
<b>Grand Total Additional Property Scheduled Value</b>						<b>\$25,073</b>



1110 North 14th Street  
 Indianola, Iowa 50125  
 Phone Number: (515) 961-8127  
 Fax Number: (515) 961-8922  
[www.sternquistconstruction.com](http://www.sternquistconstruction.com)

<b>PROPOSAL FOR:</b>		Norwalk Patching- Orilla Road			
<b>SUBMITTED TO:</b>		<b>ATTN:</b>	Joe		
City of Norwalk-Public Works		<b>LOCATION:</b>	Norwalk		
		<b>PLAN DATE:</b>			
		<b>DATE:</b>	3/25/2020		
BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	7" PCC Pavement- Norwalk	SY	205	\$ 65.00	\$ 13,325.00
	7" PCC Pavement- Cumming	SY	357	\$ 65.00	\$ 23,205.00
<b>TOTAL OF THIS PROPOSAL</b>					<b>\$ 36,530.00</b>

**BID ITEM NOTES**

- 1 Price does not include sales tax
- Traffic control is included
- Total or partial amount of this work can be billed before or after July 1st

**EXCLUSIONS/INCLUSIONS:**

**TERMS AND CONDITIONS:**

Sternquist Construction will do the work to the SUDAS specifications.  
 Payment will be based on actual field measurements submitted on monthly pay estimates.  
 All work to be completed in a workmanlike manner according to standard practices.  
 Any alterations or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the original contract amount. All agreements contingent upon strikes, accidents, or delays beyond our controls. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

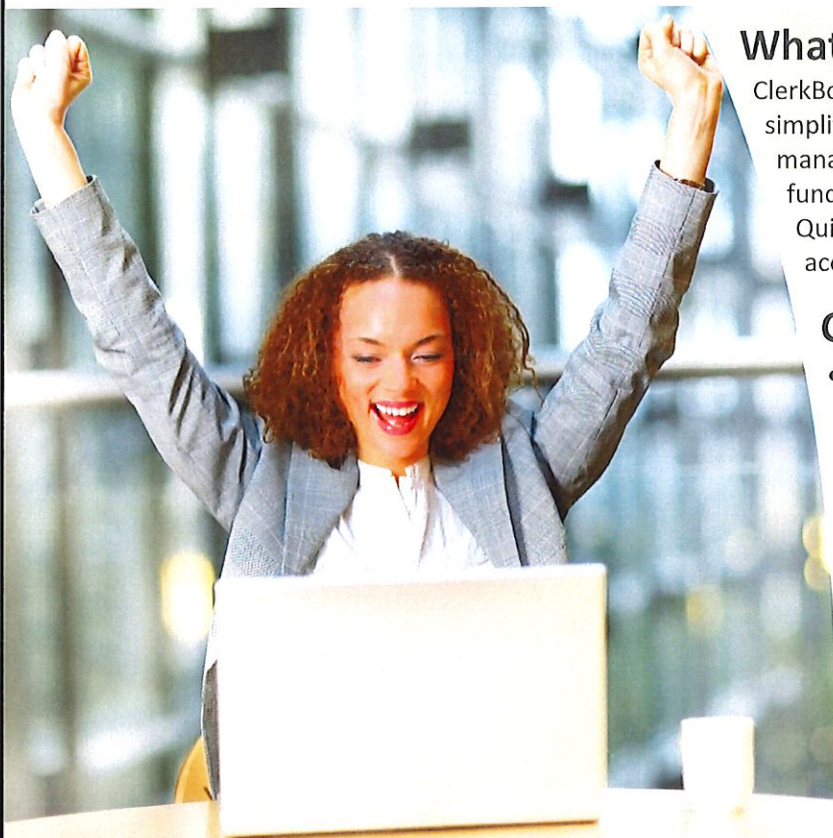
Proposal is valid for 30 days. Upon acceptance, please sign both copies and return one copy to our office. Thank you for the opportunity to submit a proposal on your project.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. Sternquist Construction is authorized to perform the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
 Brad Freeman, General Manager  
 Sternquist Construction, Inc.

\_\_\_\_\_  
 City of Norwalk





## What is ClerkBooks?

ClerkBooks Municipal Accounting is designed to help simplify, and lower the cost of municipal financial management. ClerkBooks adds GASB compliant fund accounting and utility billing capabilities to QuickBooks®, the world's most popular accounting program.

## City Clerks Love ClerkBooks

- Easy to learn, easy to use!
- Organizes all your finances in one place!
- Easily keeps track of all your receivables, including liens and other assessments!
- Saves valuable time by automating common transactions and streamlining processes!
- Dedicated User Support website with training videos, state specific resources and printable sets of step-by-step cheat sheets.
- Share Screen support, where we can see your screen and walk you through any software or accounting questions you have.

## City Councils Love ClerkBooks

- Initial price includes everything your City Clerk needs to get started right away, including: software, installation, data conversion and support. We set-up your beginning bank, customer, vendor, employee and fund balances. We set-up your utility billing rates and beginning meter readings. We even reconcile your bank statements fiscal year-to-date!
- Low cost of ownership! Our initial price is as low as many of our competitor's annual upgrade fees! Then, our system only needs to be upgraded every 3-5 years! Upgrades can even be spread out over multiple years!
- You get the up-to-date information you need, including: Bank Reconciliations, Voucher Forms & Claims for Approval Summary, Budget vs Actual, Fund Balances, Departmental reports and much more!
- Your City Clerk can "drill-down" each income or expense line and give you a report of every transaction in that account, at any time!
- Historical reports give you a "Red Flag" for any altered financials. Giving you confidence that your reports are consistent!

[www.ClerkBooks.com](http://www.ClerkBooks.com)

## Auditors Love ClerkBooks

- ClerkBooks has added the Chart of Accounts as recommended by the State Auditor's Office, including: funds, functions, activities and objects.
- Includes a Closing Tools module that accurately creates both a Profit & Loss by Fund and a Balance Sheet by Fund report.
- Includes a closing mechanism which warns City Clerks when they attempt to change a closed period and makes it easy to see if any closed period has been altered.
- Provides a list of check numbers to highlight any duplicate or missing check entries.
- Includes Audit Trail and Voided/Deleted Transactions reports.
- Includes Trial Balance by Fund reports.
- Coupled with QuickBooks Statement Writer, can create GAAP compliant reports.
- Can accurately operate and report as: Pure Cash Basis, Modified Cash Basis, Modified Accrual Basis, or Pure Accrual Basis.







185 E Sesame St  
 Garner, IA 50438  
 855-525-3757  
 mail@clerkbooks.com

**Quote**

Date
4/16/2020

For:
City of Cumming 649 N 44th St   PO Box 100 Cumming, IA 50061-0100

Terms of Purchase
<input type="checkbox"/> <b>Two Options: (please select one)</b> <input type="checkbox"/> 50% downpayment due upon quote approval, 50% due on 1st day of orientation <input type="checkbox"/> Payment plan as outlined on additional page <i>(includes additional fees)</i>

Description	Initial Amount	Current* Upgrade Info
<b>ClerkBooks Core Software and Services</b>	\$ 1,770.00	No Annual Contract
● QuickBooks Pro 2020 (1 User, 1 Computer) (QuickBooks is the core accounting system. Including Accounts Payable, Accounts Receivable, Payroll, Budgeting, Reports, and more.)		\$300.00 (Every 3 Years*)
● Custom QuickBooks File (custom chart of accounts matching accounts recommended by your State Auditor; custom payroll allocating wages to the proper activity & fund; custom navigation system; custom memorized transactions; custom items, 30+ custom reports for municipalities; and more)		As Requested - Using Your Support Hours
● Closing Tools (Splits payroll taxes and benefits into proper activity and fund; Allocates net income/loss to proper fund balance account; Creates a Balance Sheet by Fund report)		\$250.00 (Every 5 Years*)
● Access to Online User Support Site (includes: 14+ hours of video training and hundreds of step-by-step how-to articles which can be printed for your own set of "cheat sheets")		Included as long as Support is up to date
● Council/Board Training Videos (Focuses on understanding and using the financial reports to make decisions, catch mistakes and prevent fraud)		Included as long as Support is up to date
● Installation (After the Data Conversion, we install and register all of the software for you)		N/A-One-time service
● Orientation (Two days of one-on-one remote training with your support representative. The first day focuses on how to get started with daily tasks. The second day focuses on closing the month and preparing reports for the Council or Board)		N/A-One-time service
<b>Payroll</b>		
● Standard Payroll (Includes: calculation of gross wages from time and wage for multiple departments and funds on 1 paycheck; automatic calculation of Social Security, Medicare, retirement, health insurance, etc; tracks sick and vacation time; provided reports for filing taxes.) <i>Federal and State withholding must be manually entered. 941s and W2s must be manually prepared through free software provided by IRS and Social Security Administration.</i>	\$ -	\$ - N/A-One-time Service (average of 1 employee per month)
<b>Support</b>		
● 10 Hour ClerkBooks Remote Support Package (share your screen with us, call toll-free, can be used to support any ClerkBooks component; can also be used for any accounting question including end-of-year closing, AFR prep and audit support *see Terms of Service for more details )	\$ 750.00	As Needed* (5, 10, 20 or 40 hour packages)
<b>Data Conversion</b>		
● Set-up, Customization and Data Transfer (We work with you to: add customer, vendor and employee information; add beginning bank account balances; add beginning fund balances; streamline the full chart of accounts for your specific needs; set-up budgets; customize invoices and reports; and much more, all to make ClerkBooks work specifically for your City)	\$ 1,440.00	N/A - One-Time Service (quote based on 0-100 beginning balance transactions)
This quote is based upon our initial interview . If the actual data converted is materially different than provided during the interview, the final invoice may be different than the amount quoted. Documentation of the reasons for the difference will be provided with the final invoice.		\$ 3,960.00



185 E Sesame St  
 Garner, IA 50438  
 855-525-3757  
 mail@clerkbooks.com

**Quote**

Date
4/16/2020

**Acceptance of Quote and Terms of Service**

We, the governing body of the City of Cumming, state that we understand and accept the attached quote of \$3,960.00 as presented by ClerkBooks, Inc. according to the following Terms of Service. However, continued service is governed by the most recent version of these terms found online at: <https://wp.clerkbooks.com/about-clerkbooks/terms-of-service/>

**Potential Variances Between Quote and Final Invoice**

- The actual invoice may vary if content or scope is **materially different** than presented during the initial interview.
- **Cancellation Policy:** Down payment is completely refundable if cancellation is made 1 month or more prior to the scheduled starting date. 50% of down payment is refundable if cancellation is made 1 week or more prior to starting date. Down payment will not be refunded if cancellation is made within 1 week of the starting date.
- **Postponing Installation:** postponing the installation may increase or decrease the data conversion charges on the invoice depending on how far away from the start of the fiscal year the postponement moves the dates. On top of this adjustment, there are no additional fees for postponing an installation 1 month or more prior to the scheduled starting date. There is a 10% additional fee for postponing 1 week or more prior to starting date. There is a 25% additional fee for postponing within 1 week of the starting date.

**Terms of Payment**

- The entire quote and terms must be approved before the installation can be scheduled.
- There are two payment methods available: 1/2 down, 1/2 on 1st day of orientation or 25% down, 24 equal payments after 1st day of orientation. Payment method must be selected on the quote page and returned to ClerkBooks along with down payment in order to schedule your data conversion.
- Once the down payment is received, the customer will gain access to the online training videos and cheat sheets.
- Once the first day of orientation has been completed, an official invoice will be emailed. This invoice will reflect the actual due minus the down-payment. If the amount varies from the quote, documentation will be included giving the reason for any discrepancy. The City may discuss with ClerkBooks the validity of the discrepancy before the next payment is made.
- If payment is not received according to terms, ClerkBooks reserves the right to uninstall all software and remove associated data files. No refund of down payment will be made.

**Support and Continuing Education**

- Support is purchased separate from software and is pre-paid in 5, 10, 20 or 40 hour packages.
- Support prices shown may change each year. Previously purchased packages will not loose value when prices change.
- Support time is deducted in 5 minute increments from available hours every time a support call is made or an email is answered.
- Un-used support hours are non-refundable but never expire or loose value.
- Support can be used for any questions related to software, hardware, accounting, clerical or administrative issues. We help setup networks and online backups, and can transfer files to new computers. We can answer any accounting question. We offer audit support prior to, during and after the audit. We offer grant writing and capital project administration support. We offer both live and webinar based Council training and staff continuing education.
- Support can be used for any questions related to software, hardware, accounting, clerical or administrative issues. We help setup networks and online backups, and
- An available balance of pre-paid support hours are required to continue to use the software and the User Support website.

**Software License**

- The customer is not purchasing the rights to the software, the customer is purchasing a license to use the software.
- Software must be kept current including free updates and paid upgrades as they become available.
- ClerkBooks can remove access to the software if the license agreement is not honored. The complete license agreement can be found at: <https://wp.clerkbooks.com/about-clerkbooks/software-license-agreement/> and may change without notice.

**Upgrades**

- Upgrade prices do not include installation services.
- Upgrade installation services are optional and can be provided and billed by deducting from your support hours or billed separately.
- Upgrade prices shown may change each year. Upgrades may be staggered over multiple years.

**Governing Body Participation**

- You may participate in the setup, orientation or any support call at any time and may ask ClerkBooks any questions regarding the system or its use at any time. Your questions will deduct from available support hours the same as any questions presented by staff.
- You are strongly encouraged to watch two 1 hour training videos on using the financials to make decisions, catch mistakes and prevent fraud. These videos are available once the down payment is received.

Approved by Council/Board Members:

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Witnessed by:

---

Mayor/Board President

---

Clerk and/or Treasurer

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Date of Approval



# ClerkBooks Recurring Payment Authorization Form

Upon approval of this form, ClerkBooks, Inc. will automatically request payment in the amount indicated in the Payment Information section below from the bank account described in the Bank Information section below. This amount will appear on your monthly bank statement. You may cancel this automatic billing authorization at any time by contacting us at 855-525-3757 ext 0 to receive current balance information and paying any remaining balance on the plan.

## Customer Information

Customer City of Cumming Contact Name Angie Ritchie  
Address 649 N 44th St | PO Box 100 Phone ( 515 ) 981 - 9214 Ext:  
City, State ZIP Cumming, IA 50061-0100 Email [deputyclerk@cumming.iowa.com](mailto:deputyclerk@cumming.iowa.com)

## Payment Information *(Must be approved by resolution and signed by an official with contract signing authority)*

We, the governing body of the City of Cumming authorize ClerkBooks, Inc. to automatically bill the payment method listed below as specified. We understand there will be a \$25 additional fee if payment is returned.

Product / Service Description Conversion to the ClerkBooks Accounting System per Quote Dated: 04/16/2020  
25% Down Payment \$ 990.00 Frequency  Once on 5/15/2020  
Recurring Amount \$ 130.99 Frequency  Monthly *(Includes a \$7.23 per payment processing fee)*  
24 Equal Payments Starting On 7/15/2020 Ending On 6/15/2022

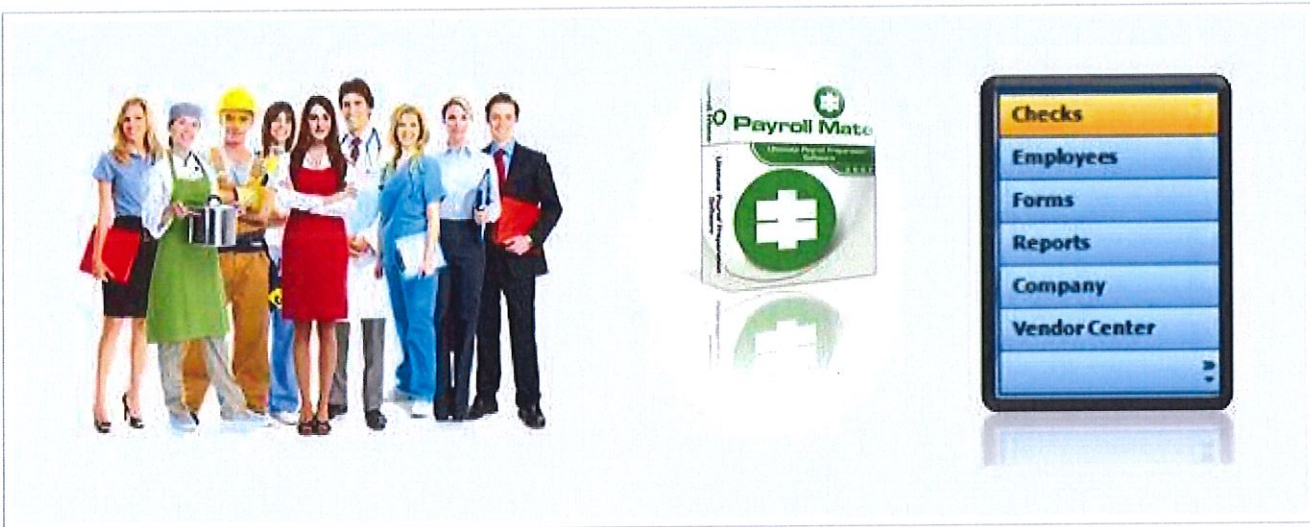
Signature \_\_\_\_\_ Date \_\_\_\_\_ Resolution # of Approval \_\_\_\_\_  
*(please attach copy of resolution)*

Printed Name \_\_\_\_\_ Title / Position \_\_\_\_\_

*\*\*Payment Information may change, and a new form may need to be authorized, if the final invoice differs from quote as defined on the Acceptance of Quote and Terms of Service*

## Bank Information

Bank Account Type  Checking OR  Savings  
Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_  
Bank Name \_\_\_\_\_


[DOWNLOAD](#)
[BUY NOW](#)
[HOME](#) / [PAYROLL MATE®: PAYROLL SOFTWARE FOR SMALL BUSINESS AND ACCOUNTANTS](#)


- Prepare payroll, pay employees and print checks with paystubs.
- Calculate federal, state and local taxes.
- Generate comprehensive reports such as deposit requirement.
- Process employment tax forms including W-2, W-3, 941 and 940.
- Export data to accounting systems (including QuickBooks / Sage 50).
- No cloud, no monthly subscriptions and no security issues.
- Named a **Top 20 Payroll software product** by Capterra.
- Trusted by thousands of users nationwide since 2006.

## Payroll Mate® Payroll Software

**Price: \$119. Run payroll for up to 10 companies, with up to 75 employees per company for one calendar year.**

Payroll Mate® is complete, stand-alone and desktop-based payroll software that fits the needs of both small businesses and accounting firms.

*Don't miss out! Limited time offer: Order Payroll Mate (2019 + 2020) for \$209 only.*

Call 1-888-325-5809, [Chat](#) or email [sales@realtaxtools.com](mailto:sales@realtaxtools.com) .

*\$ 119.00  
per year*

[BUY NOW](#)





**PROPOSAL**

Date: 05/05/20  
 Expires: 08/05/20



For: CITY OF CUMMING  
 ANGIE RITCHIE  
 PO BOX 100  
 CUMMING IA 50061

Phone:  
 Fax:  
 Email: DEPUTYCLERK@CUMMING-IOWA.

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Chris Olson	Sales Manager	Chriso@banyon.com		

Description	Retail	Discount	Amount
Fund Accounting Software	\$3,495.00	\$1,300.00	\$2,195.00
Payroll Software	\$2,095.00	\$800.00	\$1,295.00
Training 2 Days Online			\$800.00
Fund Accounting Annual Support			\$795.00
Payroll Annual Support			\$795.00

**For on-site training, please include travel expenses if site over 400 miles from home office training center.**

Sub-total	\$5,880.00
Tax	\$0.00
<b>Total</b>	<b>\$5,880.00</b>

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be prorated from date on proposal.

I accept this proposal from Banyon Data Systems: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Banyon Authorized Signature: Chris Olson





Superior Software | Reliable Support | Integrated Applications

350 W. Burnsville Parkway  
Burnsville, MN 55337

800.229.1130  
Banyon.com  
chriso@banyon.com

5/5/2020

# Investment Summary

## City of Cumming

Prepared by:

Chris Olson

Sales Manager | Banyon Data

### Proposed Software

**Fund Accounting** (budgets, payments, receipts, general ledger, projects, check recon, bank statement import, 1099s, check signatures, check printing, & report writer)

*Proposed Fund Accounting Add On Modules: NONE*

**Payroll** (HR, W-2s, 941, 1095 ACA forms, unemployment (quarterly wages), leave tracking, deductions, benefits, pay controls, pay groups, workers comp., check printing, and report writer)

*Proposed Payroll Add On Modules: NONE*

### Cost Summary

Software & Modules	\$3,490.00
Training	\$800.00
Annual Support	\$1,590.00
	\$5,880.00

The annual support includes unlimited users, calls to our office, new updates, form changes, tax table updates, and screen sharing for support.

Memo:

To: Mayor and Councilpersons  
From: Angie Ritchie, Deputy Clerk  
Re: Speck USA Street Sweeping  
Date: 4/16/2020

Subject: 2018 to 2020 Quote Difference

When I spoke with Mr. Lyon about the difference in the rate between our last street cleaning to the current quote he indicated that previously we had only had the 'Old Cumming' area completed and not the new residential areas. With the new areas included the rate has gone up to \$750.00. Below are our previous invoices amounts and coverages from Speck USA.

<u>Date</u>	<u>Invoiced</u>	<u>Coverage</u>
5/11/18	475.00	'Old Cumming'
8/8/19	450.00	Ragbrai – Before
8/23/19	360.00	Ragbrai – After
4/16/20	750.00	All residential streets



# PROPOSAL

Concrete & Asphalt Construction  
 Crack & Joint Sealing  
 Seal Coating  
 Sweeping & Striping  
 Decorative Concrete  
 Epoxy & Floor Stain  
 Pool Service & Installation

P.O. Box 21009  
 Des Moines, IA 50321  
 Office 515.285.4649 / Fax 515.285.0471

City of Cumming  
 649 N. 44th St.  
 Cumming, IA 50061

4/16/2020

BID # 34919

Contact/Phone/Fax: Angie (515)981-9214

### SCOPE OF WORK

Streets - Clean curb and gutter streets and other specified areas with mechanical broom sweeper to remove sand, leaves, and any other debris. (All residential streets)	<b>750.00</b>
---	---------------

Prices based on 1 trip. Add \$350.00 for each additional mobilization.

\*Prices may be subject to Sales Tax.

**Total**

---

Approved By





# PROPOSAL

Concrete & Asphalt Construction  
 Crack & Joint Sealing  
 Seal Coating  
 Sweeping & Striping  
 Decorative Concrete  
 Epoxy & Floor Stain  
 Pool Service & Installation

P.O. Box 21009  
 Des Moines, IA 50321  
 Office 515.285.4649 / Fax 515.285.0471

City of Cumming  
 649 N. 44th St.  
 Cumming, IA 50061

4/16/2020

BID # 34919

Contact/Phone/Fax: Angie (515)981-9214

## SCOPE OF WORK

### TERMS AND CONDITIONS

This proposal may be withdrawn by Speck USA if not accepted within 30 days. Customer shall inform Speck USA of the existence and location of any and all underground utilities, public and private. Customer shall indemnify, defend and hold harmless Speck USA, its officers, directors, employees and agents against all claims, demand, losses and expenses, including but not limited to attorney fees and court costs, resulting or arising from Customer's failure to provide accurate information on the existence and location of any and all underground utilities, public or private and/or hazardous materials at the project site. Payment is due upon completion. Interest of 1.65% per month will be charged on any amount that remains unpaid when due. The Customer agrees to pay all collection costs and expenses, including attorneys' fees and court costs, incurred by Speck USA as a result of the Customer failing to pay any amount when due. This Proposal embodies the entire agreement of the parties hereto and there are no promises, terms, conditions, or obligations other than those contained herein. The terms of this Proposal supersedes all previous communications, representations or agreements, whether oral or written, between the parties. This Proposal may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by each of the parties hereto. To the extent the provisions of this Proposal conflict with the provisions of any other agreement between Speck USA and Customer, the provisions of this Proposal shall prevail.

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. The mechanics' notice and lien registry website is <https://sos.iowa.gov/mnlr/index.aspx> and its toll free telephone number is 1-888-767-8683. THIS IS A LEGALLY BINDING CONTRACT. BY ACCEPTANCE OF THIS PROPOSAL YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS

**Total            \$750.00**

\_\_\_\_\_  
 Approved By

\_\_\_\_\_  
 Nic Lyon

# Small City Workshop 2020

## Downloads/Links

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Register Online with Credit Card

Register with Check Payment

Join us for the 2020 Small City Workshops! Due to concerns with COVID-19, Small City Workshops will be meeting by Zoom. The cost is \$25 per person and each session is capped at 125 registrants.

2020 Small City Workshop Topic:

*Human Resources for Small Cities*

Employees are the most vital resource in any city. It is imperative that mayors and council have the knowledge and tools to successfully manage and provide an engaging and safe work environment for all employees. Lisa Mart, IMWCA Human Resources Specialist, and Dean Schade, IMWCA Loss Control Manager, will lead the session covering certain legal requirements that cities are required to adhere to and best practices to ensure that leaders have the tools to manage their essential resources.

2020 Small City Workshop Dates/Time:

5:30 - 7:30 p.m.; Pre-Workshop Login 5:15 - 5:30 p.m.

- Wednesday, June 10
- Thursday, June 18
- Tuesday, June 23