

NOTICE OF REGULAR COUNCIL MEETING

CUMMING CITY COUNCIL

July 13, 2020 – 7:00 p.m.

Cumming City Hall, 649 N 44th 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. BOARDS AND COMMISSIONS REPORTS
 - A. Park and Recreation
 - B. Planning and Zoning
- V. COMMITTEE REPORTS
 - A. Hometown Pride
 - B. Home Show Expo 2021
- VI. CONSENT ITEMS
 - A. 6/8/20 Council Meeting Minutes
 - B. 6/23/20 Planning and Zoning Minutes
 - C. June IPERS Wage & Contribution Report
 - D. June 2020 Fund Balance Report
 - E. 6/21/20, 6/30/20 & 7/5/20 Calculation & Verification Journals
 - F. 6/11/20, 6/22/20, 6/30/20 & 7/9/20 Accounts Payable Claims Reports
 - G. June Revenue Log
 - H. June Building Permit Log
 - I. Cumming Tap Liquor License Renewal
 - J. Cumming Tap Cigarette Permit Renewal
 - K. Iowa Distillery Liquor License Renewal
 - L. Transient Merchant Sales Registration – Clanton Creek Oils and Herbs, LLC
 - M. Transient Merchant Sales Registration – Charlottes Kitchen
 - N. Transient Merchant Sales Registration – Corabelle Confections
 - O. Transient Merchant Sales Registration – Thirty-One Gifts
 - P. Transient Merchant Sales Registration – Loomies Rugs, LLC
 - Q. Transient Merchant Sales Registration – TenX Mobile Adventures
 - R. Transient Merchant Sales Registration – Boy Scouts of America, Aidan Ritchie
 - S. Dust Control – Jerico Services
 - T. 5/5/20-7/7/20 Legal Fees
- VII. ACTION/DISCUSSION ITEMS
 - A. **Public Hearing:** Adoption of the Proposed Code of Ordinances of the City of Cumming, Iowa.
 - B. **First Reading of Ordinance 2020-02** An Ordinance Adopting the Code of Ordinances of the City of Cumming, Iowa with option to waive the second and third readings and motion for clerk to post.
 - C. **Public Hearing:** Proposal to Enter into a General Obligation Sewer Improvement Loan Agreement
 - D. **Resolution 2020-41** Resolution Taking Additional Action to Enter into a Loan Agreement and Awarding the Sale of a General Obligation Sewer Improvement Note
 - E. **Public Hearing:** Ordering Construction of Certain Public Improvements and Approving Preliminary Plans

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- F. Resolution 2020-42** Resolution Approving and Confirming Plan Specifications, Form of Contract and Estimate of Cost for the South Trunk Sewer Extension – Phase 3 Project
- G. Resolution 2020-46** Resolution Awarding Contract for the South Trunk Sewer Extension – Phase 3 Project
- H. Resolution 2020-47** Resolution Approving the Contract and the Bond for the South Trunk Sewer Extension – Phase 3 Project
- I. Resolution 2020-48** Resolution Approving Sanitary Sewer Easements for South Trunk Sewer Extension – Phase 3 and Authorizing Payment Therefore
- J. Public Hearing:** Amending the Code of Ordinances, City of Cumming Iowa by Amending Chapter 55 Animal Protection and Control
- K. First Reading of Ordinance 2020-03** Amending the Code of Ordinances, City of Cumming, IA by Amending Provisions pertaining to Chapter 55 Animal Protection and Control with option to waive the second and third readings
- L. Public Hearing:** Amending the Code of Ordinances, City of Cumming Iowa by Amending 69.09 Truck Parking Limited
- M. First Reading of Ordinance 2020-04** Amending the Code of Ordinances, City of Cumming, IA by Amending Provisions pertaining to Chapter 69.09 Truck Parking Limited with option to waive the second and third readings
- N. Resolution 2020-43** Accepting Public Infrastructure Improvements and Approving Final Plat of Great Western Crossing Plat 2
- O. Resolution 2020-44** Accepting Public Infrastructure Improvement and Approving Final Plat of Great Western Crossing Plat 3
- P. Resolution 2020-45** Set a Date for Public Hearing to Amend the Code of Ordinances, City of Cumming, Iowa, by Amending Chapter 90, Water Service System
- Q. Presentation:** Water Tower Art & Fundraising Update
- R.** Cumming Water Tower Design Final Approval
- S. Resolution 2020-46** Licensing Agreement with Ben Schuh, Plum Forward
- T.** Cumming Water Tower Boom Rental Bid Discussion
- U.** City Hall Propane Tank Painting Discussion
- V.** Retaining Wall Bid Discussion

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VIII. REPORTS:

- A. Mayor
- B. Council
- C. Attorney
- D. Clerk

IX. PUBLIC COMMENT

- X. UPCOMING CITY COUNCIL MEETING:** Regular Meeting: August 10, 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: 862 6280 7787. Password: 850450.** 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.

**OFFICIAL PUBLICATION
CITY OF CUMMING
Regular Council Meeting 6/8/2020
To be Approved at 7/13/20**

The Regular City Council Meeting of the City of Cumming was held via Zoom on Monday, June 8, 2020. The Meeting was called to order at 7:01 P.M. by Mayor Pro Tem, Thomas Cackler. Present at Roll Call: Thomas Cackler, Brent Highfill, Charlie Ochanpaugh, and Kathie Hungerford. Mayor Tom Becker and Dino Goode were absent. Motion by Cackler, seconded by Hungerford to approve the agenda as presented. Approved 4-0.

Planning & Zoning: Brad Hopkey resigned from the Planning and Zoning Committee effective 6/30/20. Requested his reappointment, Consent Item "O", to be removed.

Consent Items:

Consent Item "O" was removed. Motion made by Cackler, seconded by Goode to approve the Consent items as amended: 5/11/20 Council Meeting Minutes, 5/26/20 Planning and Zoning Minutes, May 2020 IPERS Wage & Contribution Report, May 2020 Fund Balance Report, 5/24/20 & 6/7/20 Calculation & Verification Journals, 5/22/20, 5/29/20, & 6/5/20 Accts Payable Claims Reports, May Revenue Log, May Building Permit Log, Wine Wagon Liquor License, Wine Wagon Transient Merchant Sales, Sweet Pies DSM/Prairie Storm Roasters Transient Merchant Sales, Urban Renewal Map, Hometown Pride Remaining Current FY Bal (\$2,605) to be applied to Water Tower Project, MSA Flyer, Reappoint John McPartland and Alison Frank to the Park and Recreation Board for a 5-year term. Approved 4-0.

Expenditures:

ANGIE RITCHIE	REIMBURSE SUPPLIES	\$	39.29
CARDMEMBER SERVICE	MAY SPRINT SERVICE IPAD	\$	16.90
CENTURY LINK	Phone & Internet	\$	241.33
CLERKBOOKS	DN PYMT ACCT SOFTWARE	\$	1,980.00
IMFOA	IMFOA 2020 MEMBERSHIP DUES	\$	50.00
IMWCA	Workers Comp Premium	\$	265.00
IA GOOD ROADS	ANNUAL MEMBERSHIP FEE	\$	95.00
IOWA LEAGUE OF CITIES	WORKSHOP FEE	\$	25.00
IPERS	IPERS	\$	503.36
IRS	FED/FICA TAXES	\$	669.52
JIMS JOHNS INC	5/26-6/22 INVOICE	\$	80.00
JOHN MCPARTLAND	REIMBURSE FOR FLOWERS - PARK	\$	125.30
KOCH OFFICE GROUP	COPIER METER FEES 6/1/20	\$	120.88
MIDAMERICAN ENERGY	STREET LIGHTS THRU 5/14/20	\$	708.34
N/WARREN TOWN & COU	5/11 MEETING MINUTES PUB	\$	70.98
OFFICE DEPOT	OFFICE SUPPLIES	\$	133.98
SKINNER LAW OFFICE PC	LEGAL FEES INV. DT 5/10/20	\$	4,206.23
SPECK USA	STREET SWEEPING	\$	750.00
US BANK	Copier Lease	\$	118.64
VEENSTRA & KIMM INC	PHASE 3 EXT DESIGN 4/19-5/16	\$	23,257.07
WASTE CONNECTIONS INC	Garbage & Recycling	\$	2,238.26
IOWA FINANCE AUTHORITY	PHASE 1 SEWER PRINCIPAL	\$	24,550.00
IOWA FINANCE AUTHORITY	PHASE 2 PRINCIPAL FY20	\$	29,721.73
IOWA STATE BANK	PHASE 2 SEWER EXT PRIN/ADD	\$	118,062.50
IOWA ONE CALL	UNDERGROUND LINE LOC.	\$	76.50
Accounts Payable Total		\$	208,105.81
Total Paid On: 5/22/20		\$	1,225.00
Total Paid On: 6/05/20		\$	1,225.00
Total Payroll Paid		\$	2,450.00
*** REPORT TOTAL ***		\$	210,555.81

GENERAL	\$ 38,145.08
DEBT SERVICE	\$ 142,612.50
PHASE II SEWER PROJECT	\$ 29,721.73
SEWER	\$ 76.50
TOTAL FUNDS	\$ 210,555.81

Action Items

- A. **Development Update:** Tom Henderson, Kalen Ludwig presented and requested a work session, date to be determined.
- B. Motion by Ochanpaugh, seconded by Hungerford to approve **Resolution 2020-32** Depository Resolution. Approved 4-0.
- C. Motion by Highfill, seconded by Ochanpaugh, to approve **Resolution 2020-35** Directing the Clerk to Publish Notice of Hearing on the Adoption of the Proposed Code of Ordinances of the City of Cumming, Iowa. Hearing to be held on July 13, 2020. Approved 4-0.
- D. Motion by Hungerford, seconded by Highfill to approve **Resolution 2020-36** Resolution Setting the Date for a Public Hearing on Proposal to Enter into a General Obligation Sewer Improvement Loan Agreement and to Borrow Money thereunder in a Principal Amount not to exceed \$650,000, Authorizing Term Sheet and Setting Date for Selection of Lender. Approved 4-0
- E. Motion by Ochanpaugh, seconded by Hungerford to approve **Resolution 2020-37** Resolution Ordering Construction of Certain Public Improvements, approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor. Approved 4-0
- F. Motion by Hungerford, seconded by Highfill, to approve **Resolution 2020-38** Approving and Authorizing Balance Transfers. Approved 4-0
- G. Motion by Ochanpaugh, seconded by Highfill to approve **Resolution 2020-39** Set a Date for a Public Hearing to Amend the Code of Ordinances, City of Cumming, Iowa by Amending Chapter 55 Animal Protection and Control. Approved 4-0
- H. Motion by Highfill, seconded by Hungerford to approve **Resolution 2020-40** Set a Date for a Public Hearing to Amend the Code of Ordinances, City of Cumming, Iowa by Amending Chapter 69.09 Truck Parking Limited. Approved 4-0
- I. Motion by Highfill, seconded by Ochanpaugh to approve Cumming Water Tower Mural Agreement and latest artist rendering. Approved 4-0
- J. FY21 Budget Discussion was held.
- K. Motion by Highfill, seconded by Hungerford to approve Norwalk Lion's Club Firework Donation in the amount of \$300. Approved 4-0
- L. City Administrator Consultant's Recommendations discussion was held.
- M. Home Builder's Expo Committee discussion was held.

Reports: Council – Erosion Control, Clerk – Hungerford and Highfill to attend new software class with deputy clerk.

Upcoming City Council Meetings: Regular Council Meeting, July 13, 2020 at 7:00 p.m. at City Hall.

Motion made by Hungerford, seconded by Highfill to Adjourn at 8:22 pm. Approved 4-0.

Tom Becker, Mayor

Attest: Angie Ritchie, Deputy Clerk

City of Cumming
Planning and Zoning Commission Meeting
June 23, 2020 Minutes

The Cumming Planning and Zoning Commission held scheduled meeting on June 23, 2020 at 7:00 p.m. The meeting was held virtually.

The meeting was called to order by Chair, Brad Hopkey, at 7:02 p.m.

I. ROLL CALL

Present: Brad Hopkey, Karen McKinney, Holly DeHamer, Ethan Roos, Matt Daniels, Don Paulin

Absent: Jill Stanford

II. APPROVAL OF AGENDA

Roos moved – McKinney second - unanimously approved

All unanimously approved

IV. CONSENT ITEMS

A. May 26, 2020 Meeting Minutes

McKinney moved – Paulin second – unanimously approved

V. ACTION/DISCUSSION ITEMS

- A. Peddlers/Mobile Food Units/Special Event Permits**
Review notes from sub-committee for recommendation to council at next meeting
- B. Farmers Markets: Use Des Moines as the template for our code**
Transient merchants: Discussion: make a distinction between local and out of state vendors. Make modifications to the code to clarify this.
- C. Board Member Applicant Discussion: reviewed applicants for recommendation to council.**

VI. Upcoming Planning A Zoning Meeting

- A. Regular meeting July 28, 2020 at 7:00 P.M. at City Hall**

VII. ADJOURN:

McKinney moved – Daniels second – unanimously approved –Adjourned 7:59 PM

Wage & Contribution Report

Effective Date: 06/01/2020
 Generated On: 06/22/2020 09:57:00
 Due Date:2020-07-15
 WAGE REPORT JUNE 2020
 Report Status: Initial
 Trans#: 120865663
 Date Released: null
 Member Count: 3
 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	\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13
MONTHLY Cities	17-Part-time Elected Officials	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals		\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13

Cash Summary

Fund	Due	Paid	Balance
Employer Contributions	\$ 295.34	\$ 0.00	\$ 295.34
Member Contributions	\$ 196.79	\$ 0.00	\$ 196.79
Totals	\$ 492.13	\$ 0.00	\$ 492.13

Wage & Contribution Report

Effective Date: 06/01/2020
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MONTHLY Cities	01-Regular		\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13
MONTHLY Cities	17-Part-time Elected Officials		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Jun 1, 2020	BECKER, THOMAS B		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Jun 1, 2020	HUNGERFORD, KATHIE E		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Jun 1, 2020	RITCHIE, ANGIE		\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13
			\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13
Totals:			\$ 3,128.60	\$ 295.34	\$ 196.79	\$ 492.13

BANK NAME FUND GL NAME	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	INVOICES PAID	BANK BALANCE	2020 BUDGET	YTD BILLS	BUDGET REMAINING

CITY STATE BANK									

001 CHECKING - GENERAL	671,138.67-	34,705.44	39,589.01	676,022.24-	53,443.87		365,485.00	635,831.93	270,346.93-
110 CHECKING - ROAD USE	67,878.02	1,197.36	18,434.82	50,640.56			60,000.00	18,622.12	41,377.88
112 CHECKING - EMPLOYEE BENEFIT	13,059.99	226.63	668.14	12,618.48			20,340.00	12,172.73	8,167.27
119 CHECKING - EMERGENCY	7,319.50	85.51	7,319.50	85.51			7,449.00	7,319.50	129.50
121 CHECKING - LOCAL OPTION TAX	135,654.79	7,309.78	0.00	142,964.57					
125 CHECKING - TIF	52,158.39	215.72	29,165.14	23,208.97			101,100.00	432,599.39	331,499.39-
167 CHECKING - PARKS & REC	0.00	0.00	0.00	0.00					
200 CHECKING - DEBT SERVICE	32,143.04	118,673.60	142,612.50	8,204.14			56,575.00	151,595.92	95,020.92-
301 CHECKING - CP SEWER	7,792.03	0.00	0.00	7,792.03					
302 CHECKING - PHASE II SEWER PROJ	95,000.00	29,165.14	29,721.73	94,443.41			101,100.00	34,264.31	66,835.69
303 CHECKING - WATER PROJECT	127,821.43	0.00	0.00	127,821.43				172,178.57	172,178.57-
600 CHECKING - WATER	206,728.59	177.54	100.00	206,806.13	100.00		350.00	140.15	209.85
601 CHECKING - WATER CAPITAL PROJ	0.00	0.00	0.00	0.00					
610 CHECKING - SEWER	72,583.62	2,304.53	0.00	74,888.15			45,000.00	39,324.00	5,676.00

CITY STATE BANK TOTALS	147,000.73	194,061.25	267,610.84	73,451.14	53,543.87	19,907.27	757,399.00	1,557,592.49	800,193.49-

TOTAL OF ALL BANKS	147,000.73	194,061.25	267,610.84	73,451.14	53,543.87	19,907.27	757,399.00	1,557,592.49	800,193.49-
=====									

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

13	ANGIE RITCHIE	76.43	20.0000	H	1528.60	62010			1	1	HRWP	HOURLY W/PENS	A
	DEDUCTS:		6.2900	P	96.15	61010			4	1	IPER	IPERS	A
			9.4400	P	144.30							BENEFIT	
	GROSS PAY												
PAY TOTAL	1528.60	96.15	81.93		94.77				22.16	58.00	.00	1175.59	76.43
													OT HRS
													MTX MCK
													.00 N N

TOTALS	1528.60	96.15	81.93		94.77				22.16	58.00	.00	1175.59	76.43
					94.77				22.16				
					189.54				44.32				
													TOTAL SS/MED TAX

TOT EMPLOYEES PROCESSED 1

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	96.15	144.30
	TOTAL	96.15	144.30

EMP NO	NAME	HOURS	RATE	METH	EXTEND	C-CTR	W-CMP	CL	ID	ABRV	DESCRIPTION	AUTO	MESSAGE
3 TOM BECKER													
		9.00	53.1500	H	478.35	61010			3	1	HRWP	HOURLY W/PENS	A
		13.00	15.9300	H	207.09	61010			3	1	HRWP	HOURLY W/PENS	A
DEDUCTS:			6.2900	P	43.11	61010			4	1	IPER	IPERS	A
			9.4400	P	64.71							BENEFIT	
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
		685.44	43.11	.00	.00	9.94	1.00	.00	631.39	22.00	.00	N	N
5 LARRY GOODE JR													
		3.00	31.8800	H	95.64	61010			2	2	HRNP	HOURLY NO PENS	A
		1.00	15.9300	H	15.93	61010			2	2	HRNP	HOURLY NO PENS	A
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
		111.57	.00	.00	6.92	1.62	.00	.00	103.03	4.00	.00	N	N
9 Charlie Ochanpaugh													
		4.00	31.8800	H	127.52	61010			2	2	HRNP	HOURLY NO PENS	A
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
		127.52	.00	.00	7.91	1.85	.00	.00	117.76	4.00	.00	N	N
10 Kathie Hungerford													
		4.00	31.8800	H	127.52	61010			3	1	HRWP	HOURLY W/PENS	A
		2.00	15.9300	H	31.86	61010			3	1	HRWP	HOURLY W/PENS	A
DEDUCTS:			6.2900	P	10.03	61010			4	1	IPER	IPERS	A
			9.4400	P	15.05							BENEFIT	
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
		159.38	10.03	.00	.00	2.31	.00	.00	147.04	6.00	.00	N	N
11 Thomas Cackler													
		4.00	31.8800	H	127.52	61010			2	2	HRNP	HOURLY NO PENS	A
		2.00	15.9300	H	31.86	61010			2	2	HRNP	HOURLY NO PENS	A
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
		159.38	.00	.00	9.88	2.31	.00	.00	147.19	6.00	.00	N	N
13 ANGIE RITCHIE													
PAY TOTAL		GROSS PAY	DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	DIR
		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	N	DEP

-----> WARNING! CHECK AMT
 -----/ FOR EMPLOYEE IS ZERO

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

14	BRENT HIGHFILL												
		4.00	31.8800	H	127.52	61010		2	1	HRWP	HOURLY W/PENS	A	
		1.00	15.9300	H	15.93	61010		2	1	HRWP	HOURLY W/PENS	A	

	GROSS PAY		DEDS	FED TAX	SS TAX	MED TAX	STATE TAX	EIC PAY	NET PAY	HOURS	OT HRS	MTX	MCK
PAY TOTAL	143.45	.00	.00	8.89	2.08	.00	.00	132.48	5.00	.00	N	N	

TOTALS	1386.74	53.14	.00	33.60	20.11	1.00	.00	1278.89	47.00	.00			
				33.60	20.11	EMPLOYER SS/MED TAX							
				67.20	40.22	TOTAL SS/MED TAX							

TOT EMPLOYEES PROCESSED 7

-----\ WARNINGS ON JOURNAL!
 -----> 001 WARNINGS
 -----/ CHECK BEFORE CONTINUING!

ID	DEDUCTION DESC	DED AMT	BEN AMT
1	IPERS	53.14	79.76
	TOTAL	53.14	79.76

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	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	.00	MTX	N	MCK	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
Check Range: 6/11/2020- 6/11/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
IOWA DEPT OF NATURAL RESOURCES	PHASE 3 SEWER EXT PERMIT		100.00	5959	6/11/20
	600 WATER TOTAL		----- 100.00		
	Accounts Payable Total		=====		
			100.00		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
600	WATER	100.00

	TOTAL FUNDS	100.00

CLAIMS REPORT
Vendor Checks: 6/22/2020- 6/22/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
BEN SCHUH	PYMENT WATER TOWER PROJECT		2,605.00	5962	6/22/20
CENTURY LINK	Phone & Internet		241.33	5963	6/22/20
GOVOFFICE LLC	REMAINING BAL EMAIL/WEB		131.24	5964	6/22/20
IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/20-6/30/21		384.00	5965	6/22/20
IPERS	IPERS		492.13	5961	6/22/20
IRS	FED/FICA TAXES		650.55	201	6/22/20
KIRK FORD	PARK MAINT X7 5/2-6/13		735.00	5966	6/22/20
MIDAMERICAN ENERGY	STREET LIGHTS		664.29	5967	6/22/20
MSA PROFESSIONAL SERVICES	PROFESSIONAL SERVICES		2,256.15	5968	6/22/20
NORWALK LIONS CLUB	FIREWORKS DONATION 2020		300.00	5969	6/22/20
STERNQUIST	PARTIAL PAY ORILLA ROAD REPAIR		18,434.82	5970	6/22/20
US BANK	Copier Lease		237.28	5971	6/22/20
WARREN COUNTY OIL	152.6 G PROPANE CITY HALL		157.21	5972	6/22/20
	001 GENERAL TOTAL		27,289.00		
			=====		
	Accounts Payable Total		27,289.00		
			=====		
	Payroll Checks				

	001 GENERAL		1,175.59		

	Total Paid On: 6/22/20		1,175.59		
			=====		
	Report Total		28,464.59		
			=====		

CLAIMS REPORT
 Vendor Checks: 6/30/2020- 6/30/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ANGIE RITCHIE	FY20 4TH QTR MILEAGE		118.16	5979	6/30/20
KATHIE HUNGERFORD	FY20 4TH QTR MILEAGE		11.04	5980	6/30/20
LARRY GOODE JR	2 WRA MEETINGS AND MILES 2019		73.62	5981	6/30/20
TOM BECKER	1ST & 2ND QTR MILEAGE		130.19	5982	6/30/20

001 GENERAL TOTAL 333.01

=====
 Accounts Payable Total 333.01

Payroll Checks

 001 GENERAL 1,278.89

Total Paid On: 6/30/20 1,278.89

=====
 Report Total 1,611.90
 =====

CLAIMS REPORT
 Vendor Checks: 7/09/2020- 7/09/2020

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ANGIE RITCHIE	ZOOM 6-26-20 INVOICE		16.04	5984	7/09/20
PLUM FORWARD CORP	REMAINDER OF 1&2 PYMTS WTR TR		5,255.00	5997	7/09/20
CARDMEMBER SERVICE	SPRINT		16.90	5985	7/09/20
COMBINED SYSTEMS TECHNOLOGY	ANTIVIRUS		7.49	5987	7/09/20
IOWA COMMUNITIES ASSURANCE P	LIABILITY INSURANCE PREM		3,960.77	5988	7/09/20
MIDAMERICAN ENERGY	CITY HALL UTILITIES THRU 6-18		70.31	5990	7/09/20
N/WARREN TOWN & COUNTY NEWS	JUNE 25TH PUBLICATIONS		175.59	5991	7/09/20
OFFICE DEPOT	OFFICE SUPPLIES		65.27	5992	7/09/20
PRO-IMAGE SIGN & LIGHTING	HOMETOWN PRIDE BANNERS		76.00	5993	7/09/20
STERNQUIST	REMAINING BAL FOR ORILLA ROAD		4,770.18	5994	7/09/20
VEENSTRA & KIMM INC	PHASE 3 SEWER EXT DESIGN MAY-J		22,156.66	5995	7/09/20
WASTE CONNECTIONS INC	Garbage & Recycling		2,251.64	5996	7/09/20

001 GENERAL TOTAL 38,821.85

WATER					
IOWA DEPT OF NATURAL RESOURCES AN	WATER SUPPLY FEE FY21		40.09	5989	7/09/20
600 WATER TOTAL			40.09		

SEWER					
CITY OF DES MOINES	WRA PAYMENT		6,650.00	5986	7/09/20
610 SEWER TOTAL			6,650.00		

=====
 Accounts Payable Total 45,511.94

Payroll Checks

 001 GENERAL 1,225.00

Total Paid On: 7/09/20 1,225.00

=====
 Report Total 46,736.94
 =====

CLAIMS REPORT
CLAIMS FUND SUMMARY

Payroll Checks: 7/09/2020- 7/09/2020

FUND	NAME	AMOUNT
001	GENERAL	40,046.85
600	WATER	40.09
610	SEWER	6,650.00

	TOTAL FUNDS	46,736.94

Revenue - June 2020

Date	Rec'd From	For	Amount	Date Deposited	Total for Month
6/3/2020	Warren Co Econ Dev Corp	Grant - Water Tower	\$ 8,000.00	6/5/2020	\$ 8,000.00
6/5/2020	Josh Giesemann	Board of Adjustments Fee	\$ 100.00	6/5/2020	\$ 8,100.00
6/8/2020	DMWW	Water/Sewer/Garbage	\$ 4,847.78	6/15/2020	\$ 12,947.78
6/10/2020	Visitor	6 Yard Waste Stickers	\$ 9.00	6/15/2020	\$ 12,956.78
6/12/2020	Warren County	Disbursement	\$ 3,811.87	6/12/2020	\$ 16,768.65
6/15/2020	Diligent	Inv's 2005, 2008, 2013	\$ 1,174.00	6/15/2020	\$ 17,942.65
6/16/2020	State of Iowa	RUT	\$ 1,197.36	6/16/2020	\$ 19,140.01
6/16/2020	Clanton Creek Oils and Herbs	Transient Merchant Permit	\$ 25.00	6/23/2020	\$ 19,165.01
6/17/2020	Silent Rivers	2736 N. Birch Permit	\$ 111.25	6/23/2020	\$ 19,276.26
6/17/2020	Cumming Tap	Cigarette Permit	\$ 75.00	6/23/2020	\$ 19,351.26
6/19/2020	Warren Co Philanthropic	Grant - Water Tower	\$ 5,000.00	6/23/2020	\$ 24,351.26
6/22/2020	Warren Co Auditor	Grant - Water Tower	\$ 225.00	6/23/2020	\$ 24,576.26
6/22/2020	Holly DeHamer	Park Pavillion Rental	\$ 25.00	6/23/2020	\$ 24,601.26
6/22/2020	New Era Plumbing	Permit#2020-11P - 4125 Cummi	\$ 75.00	6/23/2020	\$ 24,676.26
6/22/2020	Visitor	2 - Bulk Stickers	\$ 10.00	6/23/2020	\$ 24,686.26
6/26/2020	Corabelle Confections	TMP	\$ 25.00	6/26/2020	\$ 24,711.26
6/26/2020	Thirty-One Gifts	TMP	\$ 25.00	6/26/2020	\$ 24,736.26
6/26/2020	Loomies Rugs	TMP	\$ 25.00	6/26/2020	\$ 24,761.26
6/26/2020	Tenx Mobile Adventures	TMP	\$ 25.00	6/26/2020	\$ 24,786.26
6/29/2020	State of Iowa	LOST	\$ 2,309.78	6/29/2020	\$ 27,096.04

2020 - Building Permits

Requested	Address	Type	Sent to V&K	Approved	Valuation	Permit Fees	Not. Warrer	Permit #	Paid
6/4/2020	4300 Cumming Ave	Banner	6/4/2020				N/A	2020-10	
6/16/2020	4125 Cumming Ave	Plumbing	6/16/2020	6/18/2020	N/A	\$ 75.00	N/A	2020-11P	6/22/2020
6/18/2020	4324 N. Alice	Plumbing	6/18/2020	6/18/2020	N/A	\$ 75.00	N/A	2020-12P	
6/22/2020	4125 Cumming Ave	Remodel	6/22/2020	7/9/2020	\$ 142,264.95	\$ 1,234.55	7/10/2020	2020-11	
6/29/2020	4324 N. Alice	Demolition	6/29/2020	6/30/2020	N/A	\$ 50.00	6/30/2020	2020-13	7/6/2020
6/29/2020	150 N. 35th	Concrete	6/29/2020	7/6/2020	\$ 9,600.00	\$ 181.25	7/7/2020	2020-14	

Applicant License Application (LC0028827)

Name of Applicant:	<u>Cumming Tap Inc The</u>		
Name of Business (DBA):	<u>Cumming Tap Inc The</u>		
Address of Premises:	<u>117 N 44 St</u>		
City	<u>Cumming</u>	County:	<u>Warren</u> Zip: <u>5006100</u>
Business	<u>(515) 981-5149</u>		
Mailing	<u>PO Box 37</u>		
City	<u>Cumming</u>	State	<u>IA</u> Zip: <u>50061000</u>

Contact Person

Name	<u>Robert Moural</u>		
Phone:	<u>(515) 491-9581</u>	Email	<u>bobmisfit@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/15/2019

Expiration Date: 09/14/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Linda Waugh

First Name: Linda Last Name: Waugh
City: Cumming State: Iowa Zip: 50061
Position: Owner
% of Ownership: 0.00% U.S. Citizen: Yes

Robert Moural

First Name: Robert Last Name: Moural
City: Des Moines State: Iowa Zip: 50312
Position: Owner
% of Ownership: 100.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company	<u>Windsor Security Co</u>
-------------------	----------------------------

Insurance Company: ILLINOIS CASUALTY CO

Policy Effective Date: 09/15/2019

Policy Expiration 09/14/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA The Cumming Tap, Inc.
Physical Location Address 117 N 44th St City Cumming ZIP 50061
Mailing Address PO Box 37 City Cumming State Ia ZIP 50061
Business Phone Number 515-981-5149

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Cumming Tap
Mailing Address PO Box 37 City Cumming State Ia ZIP 50061
Phone Number 515-981-5149 Fax Number - Email -

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. yes

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Robert Moursal Name (please print) _____
Signature Robert Moursal Signature _____
Date 6-15-2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: 2020-01
- Fill in the name of the city or county issuing the permit: Cumming
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

Applicant License Application (LCN000004)

Name of Applicant: <u>Dunkel Corporation</u>		
Name of Business (DBA): <u>Iowa Distilling Company</u>		
Address of Premises: <u>4349 Cumming Ave</u>		
City <u>Cumming</u>	County: <u>Warren</u>	Zip: <u>50061</u>
Business	<u>(515) 981-4216</u>	
Mailing	<u>4349 Cumming Ave</u>	
City <u>Cumming</u>	State <u>IA</u>	Zip: <u>50061</u>

Contact Person

Name	<u>Kyle Doyle</u>		
Phone:	<u>(515) 981-4216</u>	Email	<u>kdoyle@iowadistilling.com</u>

Classification Class C Native Distilled Spirits License (LCN) (Native Distillery)

Term: 12 months

Effective Date: 08/29/2020

Expiration Date: 08/28/2021

Privileges:

Class C Native Distilled Spirits License (LCN) (Native Distillery)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Kyle Doyle

First Name: Kyle

Last Name: Doyle

City: Norwalk

State: Iowa

Zip: 50211

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Doyle Distilling Inc.

First Name: Doyle

Last Name: Distilling Inc.

City: Norwalk

State: Iowa

Zip: 50211

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>
--

Insurance Company: Illinois Casualty Co

Policy Effective Date: 08/29/2020

Policy Expiration 08/29/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

City of Cumming
Transient Merchant Sales Registration

Company Name Clanton Creek Oils and Herbs. LLC

Address 413 South 2nd Ave, Winterset, IA 50273

Applicant's Name Cynthia Keating

Telephone No. (515)468-0554 Alternate No. _____

Vehicle Description and License Number Ford Connect Van IA JJZ373

Federal ID No. sole Prop. Corp. IA. Retail Sales Tax Permit No. 161005727

Describe Business To Be Conducted in City of Cumming Friday @ the Farm
Farmer's Market.

Date (s) Business Is To Be Conducted 6/26, 7/3, 7/17, 7/24, 7/31, 8/7, 9/4, 9/11, 9/18, 9/25

Address Where Business Is To Be Conducted Middlebrook Farm, Hwy 614

The information on this form is correct and true to the best of my knowledge.

Cynthia Keating
Merchant's Signature

6-15-20
Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person Date Paid _____

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____ Date of Expiration _____

By _____, Deputy City Clerk

**City of Cumming
Transient Merchant Sales Registration**

Company Name Charlotte's Kitchen

Address 9101 Timberwood Drive Johnston, IA 50131

Applicant's Name Michael Harstad

Telephone No. 515-554-5223 Alternate No.

Vehicle Description and License Number 2010 Workhorse W62 JKN 730

Federal ID No. 585266 IA. Retail Sales Tax Permit No. 177629807


Describe Business To Be Conducted in City of Cumming Food Truck @

Middle Brooks Farm

Date (s) Business Is To Be Conducted 6/19 - October

Address Where Business Is To Be Conducted 4349 Cumming Ave Cumming, IA

The information on this form is correct and true to the best of my knowledge.


Merchant's Signature

6/16/2020
Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person Date Paid

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued Date of Expiration

By , Deputy City Clerk

City of Cumming
Transient Merchant Sales Registration

Company Name Corabelle Confections

Address 1401 W 14th Ave Indianola, IA 50125

Applicant's Name Sarah Griffith DOB: 03/23/83

Telephone No. 480-599-8495 Alternate No. _____

Vehicle Description and License Number Gray Kia Telluride AZ CDG1915

Federal ID No. _____ IA. Retail Sales Tax Permit No. _____

Describe Business To Be Conducted in City of Cumming _____

Selling cookies and cupcakes at Middlebrook Farms
and goodies

Date (s) Business Is To Be Conducted August 21 - October 23

Address Where Business Is To Be Conducted Middlebrook Farm

The information on this form is correct and true to the best of my knowledge.

S Griffith
Merchant's Signature

6/24/20
Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person Date Paid 6/26/20 JA

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____

Date of Expiration _____

By _____, Deputy City Clerk

City of Cumming
Transient Merchant Sales Registration

Company Name Thirty-One Gifts

Address 1567 Roseman Bridge Rd., Winterset, IA 50273

Applicant's Name Heather Gilbertsen - D.O.B. 1-19-1971

Telephone No. 570/213-1594 Alternate No. -

Vehicle Description and License Number grey Jeep Grand Cherokee. plates "SBGA"

Federal ID No. - IA. Retail Sales Tax Permit No. -

Describe Business To Be Conducted in City of Cumming Middlebrook Farm
vendor event. Selling

cash + carry, taking orders, scheduling parties

Date (s) Business Is To Be Conducted 6/26, 7/10, 7/31, 8/7, 8/28, 9/11, 10/2

Address Where Business Is To Be Conducted 4300 Cumming Ave, Cumming, IA 50061

The information on this form is correct and true to the best of my knowledge.

Heather Gilbertsen
Merchant's Signature

6-22-2020
Date

Submitted w/ filing fee, check no 246

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person

Date Paid 6/26/20 *AK*

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____

Date of Expiration _____

By _____, Deputy City Clerk

RECEIVED JUN 26 2020

JL
6/26/20

City of Cumming
Transient Merchant Sales Registration

Company Name Loomies Rugs LLC

Address 3226 Pleasant St West Des Moines IA 50266

Applicant's Name Anne White ~~DDDD~~

Telephone No. 515-240-5282 Alternate No. _____

Vehicle Description and License Number Dodge Ram PILLAGE

Federal ID No. _____ IA. Retail Sales Tax Permit No. 177127421

Describe Business To Be Conducted in City of Cumming selling loomed rugs
at Middlebrook Farms Farmer Market

Date (s) Business Is To Be Conducted each Friday through October

Address Where Business Is To Be Conducted Middlebrook Farms Farmers Market

The information on this form is correct and true to the best of my knowledge.

Anne White 11/17/1969 6/22/2020
Merchant's Signature Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person Date Paid 6/26/20 AA

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____ Date of Expiration _____

By _____, Deputy City Clerk

*Rec'd AA
6/26/20*

City of Cumming
Transient Merchant Sales Registration

Company Name TENX MOBILE ADVENTURES DBA 5TSP

Address 14301 BROOKVIEW DR URBANDALE GA 50323

Applicant's Name BRAD BERGMANN

Telephone No. 575 975 2206 Alternate No. _____

Vehicle Description and License Number DKG 343

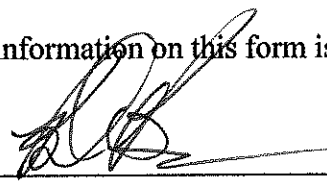
Federal ID No. 47-3769589 IA. Retail Sales Tax Permit No. 0056793

Describe Business To Be Conducted in City of Cumming Middlebrook Farms

Date (s) Business Is To Be Conducted 6/26 - 10/30 EVERY 3RD WEEK

Address Where Business Is To Be Conducted 4300 CUMMING AVE.

The information on this form is correct and true to the best of my knowledge.



Merchant's Signature

2020
6-23-2020

Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person Date Paid 10/26/20 An

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____ Date of Expiration _____

By _____, Deputy City Clerk

Handwritten note:
Ved An
6/26/20

City of Cumming
Transient Merchant Sales Registration

Company Name Boy Scouts of America

Address West Des Moines, IA

Applicant's Name Aidan Ritchie

Telephone No. 515-971-8984 Alternate No. _____

Vehicle Description and License Number Parents - Dodge Durango - Black

Federal ID No. NA IA. Retail Sales Tax Permit No. _____

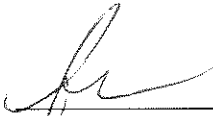
Describe Business To Be Conducted in City of Cumming Selling Boy Scout

popcorn

Date (s) Business Is To Be Conducted 7/17, 7/31, 8/14, 8/28, 9/10, 9/24

Address Where Business Is To Be Conducted Middlebrook Farm

The information on this form is correct and true to the best of my knowledge.

 for Aidan
Merchant's Signature

7/2/20
Date

TO BE COMPLETED BY THE CITY OF CUMMING:

Filing Fee Amount \$25.00 per day/per person

Date Paid 7/2/20 - cash

This registration verifies that the above person, firm, corporation, vendor, salesperson or organization has complied with all the requirements of the City of Cumming to conduct temporary business within the City. Upon request, the Merchant shall present a copy of this registration.

Date Issued _____

Date of Expiration _____

By _____, Deputy City Clerk

*Ver by AZ
7/10/20*

Jerico Services

Invoice

Explosives & Blasting Supplies
Liquidow® Calcium Chloride • Performance De-Icers
Dust & Ice Control Products

Dust Control Application • Salt Wetting Equipment
P.O. BOX 607 • INDIANOLA, IA 50125-0607
PHONE 515-961-6207 • WATS 800-397-3977
FAX 515-961-8041

Invoice Number:	0080107-IN
Invoice Date:	6/28/2019
Customer Number:	10-0120950

Sold To:

Cumming, City of
Attn: City Clerk
P O Box 100
Cumming, IA 50061

Ship To:

Dust Control as Directed
Warren Co. - Sewer Rd
DT#49927

Customer P.O.	Ship VIA	Date Shipped	Terms	Salesperson
	Company Truck	6/28/2019	Net 30 Days	John Marshall
Shipped	Unit	Description	Price	Amount
700.00	FT	FEET--DUST CONTROL AS DIRECTED	0.5600	392.00

July 6, 2020

Angie:

Here is the 2019 Invoice for 700' of dust control applied on S44th Place (Sewer Plant Rd). This was a single application – In the past we have done two treatments some years & a single others.

The 2020 cost would be:
\$0.5750/ft. (tax exempt) or 700' = \$402.50 per application

Let me know if you need any additional information.

Thank you,

Carol Bailey
*
JERICO
Jerico Services
PO Box 607
Indianola, IA 50125
515-961-6207
carolb@jericoservices.com

Please pay from this invoice and remit to:

JERICO SERVICES, INC.
P.O. BOX 607
INDIANOLA, IOWA 50125-0607

A finance charge of 1 1/2 % per month, or 18% PER ANNUM will be charged on accounts after 30 days.

Net Invoice:	392.00
Sales Tax Collected: IAGOVY	0.00
Invoice Total:	392.00

We appreciate your business & prompt payment!

SKINNER LAW OFFICE, P.C.

INVOICE

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

Invoice # 14760
Date: 07/10/2020
Due Upon Receipt

CUMMING
PO BOX 100
CUMMING, IA 50061

CITY BUSINESS

Services

Date	Notes	Timekeeper	Quantity	Rate	Total
05/05/2020	Review/Handle: City of Cumming correspondences Re: Resolutions, South Trunk Sewer Development, Old Republic Surety Company, Pre-Annexation and save and file accordingly.	TH	1.00	\$125.00	\$125.00
05/05/2020	Conference Call with John Danos, Amy Bjork, Travis Squires and Angie Ritchie	CW	0.75	\$175.00	\$131.25
05/07/2020	Email from and to Charlie Ochanpaugh re: Dr. Han Overflow	CW	0.25	\$175.00	\$43.75
05/08/2020	Review/File Emails; Great Western Crossing; Overflow; Resolution; Real Estate.	TH	0.75	\$125.00	\$93.75
05/08/2020	assemble information for council meeting	DP	0.33	\$135.00	\$45.00
05/08/2020	Discuss Agenda for Council Meeting with Angie Ritchie	CW	0.50	\$175.00	\$87.50
05/11/2020	Voicemail from Angie Ritchie re: DMWW Issue; Phone Call to Angie re: Same	CW	0.25	\$175.00	\$43.75
05/11/2020	Email from Aimee Staudt re: City Council Meeting; Email to Aimee re: Meeting Information for Zoom Access	CW	0.25	\$175.00	\$43.75
05/12/2020	Review/Handle/Prepare Correspondence; Agenda, Development Agreement Spangler, Knapp Property Development Agreement.	TH	1.00	\$125.00	\$125.00
05/12/2020	memos on various issues	DP	0.50	\$0.00	\$0.00
05/12/2020	Search for Audits for the City.	TH	0.50	\$125.00	\$62.50

05/13/2020	Review and Organize correspondence and documents into appropriate files.	GS	1.00	\$100.00	\$100.00
05/13/2020	Update/prepare/handle/email; Cumming City Book, Agenda's, Meeting Minutes; Correspondences; City Contact Information.	TH	1.00	\$125.00	\$125.00
05/13/2020	Phone Call with Tom Henderson re: Development Matters and Various other City of Cumming Matters	CW	0.45	\$175.00	\$78.75
05/14/2020	Prepare/Handle: Audits and Financial Reports for 2015-Present.	TH	0.67	\$125.00	\$83.33
05/15/2020	Voicemail from Charlie Ochanpaugh, Phone Call with Charlie re: Update on Dr. Han Pond Matter and Other City Matters	CW	0.40	\$175.00	\$70.00
05/18/2020	Email from and to Angie Ritchie re: Pre-Annexation Documents	CW	0.25	\$175.00	\$43.75
05/19/2020	Handle/Review/File: Emails regarding meeting minutes, KC Real Estate and PreAnnex Agreement.	TH	0.25	\$125.00	\$31.25
05/19/2020	Prepare/Draft: Letter; Restrictive Covenant and Development Agreement for Shaun and Jeanette Watson.	TH	0.25	\$125.00	\$31.25
05/19/2020	Review Zoning categories and Non-conforming uses regarding Chickens on commercial/ag property.	BS	0.20	\$225.00	\$45.00
05/19/2020	Review e-mails. Organize correspondence and documentation into appropriate files.	GS	0.40	\$100.00	\$40.00
05/20/2020	Draft/Prepare/Handle: Restrictive Covenant and Development Agreement. Letter to Polk County Recorder.	TH	0.25	\$125.00	\$31.25
05/20/2020	Phone Call with Angie Ritchie	CW	0.40	\$175.00	\$70.00
05/20/2020	Research re: Transient Merchants Ordinance and Requirements for Bonding and Permitting	CW	1.20	\$175.00	\$210.00
05/21/2020	Email to Brad Hopkey and Angie Ritchie re: Farmers Market Ordinance	CW	0.25	\$175.00	\$43.75
05/22/2020	Review/Handle/File: Middlebrook and Urban Renewal Correspondence	TH	0.25	\$125.00	\$31.25
05/22/2020	Prepare Agenda and relating files for P&Z Meeting.	TH	0.33	\$125.00	\$41.67
05/26/2020	Review/Handle: Email correspondences; Middlebrook and Meeting Minutes.	TH	0.17	\$125.00	\$20.83
05/26/2020	Review Planning and Zoning Packet, Review Transient Merchant Issues and Bonding Requirements, Research re: City Ordinances on Transient Merchants	CW	0.50	\$175.00	\$87.50
05/26/2020	May 26 Planning and Zoning Meeting	CW	1.71	\$175.00	\$300.03
05/27/2020	Review Meeting Minutes from 5/26 P&Z Meeting	CW	0.25	\$175.00	\$43.75
05/27/2020	Email to Angie Ritchie re: Liquor License Update	CW	0.20	\$175.00	\$35.00
05/27/2020	Review/Handle/File: Liquor License Correspondence	TH	0.25	\$125.00	\$31.25

05/27/2020	Emails to and from Angie Ritchie re: Liquor License	CW	0.40	\$175.00	\$70.00
05/28/2020	Review Proposal from Ben Schuh for Water Tower	CW	0.25	\$175.00	\$43.75
05/29/2020	call from attorney on Great Western Crossing and memo	DP	0.25	\$135.00	\$33.75
05/29/2020	Review/File City Correspondence: Water Tower; Ordinances; Urban Renewal.	TH	0.50	\$125.00	\$62.50
06/01/2020	Phone Call to City Hall, Email to Angie Ritchie re: Public Hearing	CW	0.40	\$175.00	\$70.00
06/02/2020	Review/Handle/File: Correspondences; Public Hearing; Urban Renewal Plan; Great Western Crossing Plat 2 and 3 Submittal; Middlebrook Annexation	TH	1.00	\$125.00	\$125.00
06/03/2020	Review/Handle: Correspondences; Resolution for Sewer Project, Middlebrook, Great Western Crossing; topics of agenda.	TH	0.25	\$125.00	\$31.25
06/03/2020	Legal Research re: Transient Merchants and Liquor Licenses	CW	0.75	\$175.00	\$131.25
06/04/2020	contacted Mayor to let him know that I would not be in attendance at Monday's Council but that Cameron would be available. Discussion on upcoming projects and that mayor not available for a couple of weeks.	GH	0.25	\$0.00	\$0.00
06/04/2020	Phone Call with John Danos and Amy Bjork	CW	0.60	\$175.00	\$105.00
06/04/2020	Email from Aimee Staudt re: Water at Spangler Property	CW	0.25	\$175.00	\$43.75
06/04/2020	Phone Calls with Thomas Cackler and Angie Ritchie	CW	1.60	\$175.00	\$280.00
06/04/2020	Email to Jeffrey Perkins re: Water Tower Contract	CW	0.20	\$175.00	\$35.00
06/05/2020	review agenda and assemble information in preparation of council meeting	DP	0.25	\$135.00	\$33.75
06/05/2020	Reviewed License Agreement and Sprint Water Tower documents, Drafted notice to Sprint of painting water tower - CAW	BH	1.00	\$125.00	\$125.00
06/05/2020	Review Various Emails from Angie Ritchie re: Council Meeting; Email to Angie	CW	0.25	\$175.00	\$43.75
06/05/2020	Phone Call with Thomas Cackler re: Update on Sewer and Agenda	CW	0.10	\$175.00	\$17.50
06/05/2020	Review Depository Resolution and Documents, Phone Call to Angie re: Agenda	CW	0.20	\$175.00	\$35.00
06/05/2020	Review Artist Contract and Licensing Agreement; Redline Changes and Email to Jeff Perkins; Email to Angie Ritchie re: Licensing Agreement	CW	0.60	\$175.00	\$105.00
06/05/2020	Phone call with Angie Ritchie re: Depository Resolutions	CW	0.10	\$175.00	\$17.50
06/08/2020	Review Packet and Prepare for Council Meeting	CW	0.25	\$175.00	\$43.75
06/08/2020	City Council Meeting 6/8/20	CW	1.50	\$175.00	\$262.50
06/09/2020	Review/Prepare/Handle: Correspondences; Training Fire;	TH	1.25	\$125.00	\$156.25

	Council Meeting; Keep Iowa Beautiful Plum Forward; Depository Agreement; Proceedings; Agenda; Spangler; Resolutions for Sewer; etc.				
06/09/2020	Reviewed License Agreement and Sprint Water Tower documents, Drafted notice to Sprint of painting water tower - CAW	BH	0.50	\$125.00	\$62.50
06/09/2020	Conference Call with West Des Moines re: North River Sanitary Sewer Line	CW	0.60	\$175.00	\$105.00
06/10/2020	Review/Handle: Email Correspondences.	TH	0.75	\$125.00	\$93.75
06/16/2020	Review/Prepare/File/Memos: Pet Ordinance, General Obligation Sewer Bond, Sanitary Sewer, Resolutions, Great Western Crossing.	TH	2.00	\$125.00	\$250.00
06/17/2020	Review/Prepare/File/Memos: Sanitary Sewer, Resolutions, Great Western Crossing, City Tanks Sewer Renovations and Etc.	TH	0.75	\$125.00	\$93.75
06/18/2020	Email Correspondence/Copy/Save/File: Special Meeting Work Shop.	TH	0.25	\$125.00	\$31.25
06/20/2020	Meeting With Mayor Becker	CW	1.50	\$175.00	\$262.50
06/23/2020	Memo; To Do/Gathering Files: Issues; Zoning; Middlebrook; Keep Iowa Beautiful; Urban Renewal; Great Western Crossing; Resolutions; Bond.	TH	0.75	\$125.00	\$93.75
06/23/2020	Review Agenda and Packet for P&Z Meeting	CW	0.40	\$175.00	\$70.00
06/23/2020	Planning and Zoning Meeting	CW	1.25	\$175.00	\$218.75
06/24/2020	review and assist with dictation	DP	0.33	\$0.00	\$0.00
06/24/2020	Email from Don Paulin and Email to Angie Ritchie re: Planning and Zoning Meeting and Ordinance for Mobile Food Vendors	CW	0.40	\$175.00	\$70.00
06/24/2020	Email from Jeff Perkins re: Water Tower Contract and Email to Angie Ritchie for Update	CW	0.25	\$175.00	\$43.75
06/25/2020	Review/Copy/Save/File: Email Correspondences; Keep Iowa Beautiful Plum Forward mural Project, Annexation, Special Meeting Work Shop, BOA Agenda, and Water Tower Artist Agreement. Prepare Agenda for Council Meeting.	TH	1.50	\$125.00	\$187.50
06/25/2020	Review Communications and Documents for Various City Matters, Review and Email Agenda Revisions to Angie Ritchie for Work Session	CW	0.50	\$175.00	\$87.50
06/25/2020	Emails to and from Pat Whalen re: Water Tower	CW	0.25	\$175.00	\$43.75
06/26/2020	Review/Copy/Save/File: Email Correspondences; Special Meeting Work Shop	TH	0.25	\$125.00	\$31.25
06/26/2020	Review/Copy/Save/File: Email Correspondences; Keep Iowa Beautiful, Plum Forward Mural Project; Email Issues	TH	1.00	\$125.00	\$125.00
06/26/2020	Review Correspondence re: Various City Matters: Board of	CW	0.75	\$175.00	\$131.25

Adjustment Meeting, Water Tower Artist Contract and Painting, Middlebrook Discussion and Work Session, North River Sewer					
06/29/2020	Phone Call with Jeff Perkins and Email from Jeff Perkins re: Water Tower Contract; Email to Angie Ritchie	CW	0.50	\$175.00	\$87.50
06/29/2020	Phone Call to City Hall re: Zoom Meeting Information for Work Session, Left Voicemail	CW	0.10	\$175.00	\$17.50
06/30/2020	Review/Copy/Save: Email Correspondences; Down of the Farm and Zoning Map	TH	0.25	\$125.00	\$31.25
06/30/2020	Phone Call with Angie Ritchie re: Potential Conflict of Interest Question	CW	0.15	\$175.00	\$26.25
06/30/2020	Email from Angie Ritchie re: Signed Artist Contract, Email to Jeff Perkins with Update	CW	0.40	\$175.00	\$70.00
07/01/2020	Review/Save/Copy: Email Correspondence; Keep Iowa Beautiful Plum Forward Mural Project	TH	0.08	\$125.00	\$10.42
07/01/2020	Review P&Z Minutes. Phone Call with Angie Ritchie re: Board of Adjustment Meeting, Artist Contract Payments	CW	0.30	\$175.00	\$52.50
07/01/2020	Review/Save/Copy/File: Email Correspondence; June 30th Meeting/Giesemann	TH	0.08	\$125.00	\$10.42
07/02/2020	Review Correspondence from Angie Ritchie, Email to Angie re: Testing of Email Fix; Review Backlog of Emails That Came Through Due to Email Fix	CW	0.50	\$175.00	\$87.50
07/07/2020	Review/Save/Copy/File: Email Correspondence; Keep Iowa Beautiful, Artist Agreement, Urban Renewal.	TH	0.25	\$125.00	\$31.25
				Services Subtotal	\$6,692.95

Expenses

Date	Notes	Quantity	Rate	Total	
05/29/2020	ADV - SLO CK. #32812 - WARREN COUNTY RECORDER - RECORDING FEE	1.00	\$12.00	\$12.00	
				Expenses Subtotal	\$12.00
				Subtotal	\$6,704.95

Water tower - issues sprint painting

Date	Notes	Timekeeper	Quantity	Rate	Total
06/06/2020	Discussion on notice requirements to sprint, regarding prior emails and conversation about painting and their participation and declination to assist with restoration.	GH	0.35	\$200.00	\$70.00
06/30/2020	Review/Copy/Save: Email Correspondence; Keep Iowa Beautiful; Plum Forward Mural Project	TH	0.25	\$125.00	\$31.25

07/07/2020	Review/Save/Copy/File: Email Correspondence	TH	0.17	\$125.00	\$20.83
				Subtotal	\$122.08

Great Western Crossing

Date	Notes	Timekeeper	Quantity	Rate	Total
05/27/2020	Email to John Danos re: Great Western Crossing Park Meeting	CW	0.25	\$175.00	\$43.75
05/27/2020	Review/Handle/File: New Park Development Meeting Correspondences	TH	0.17	\$125.00	\$20.83
05/29/2020	Phone Call with Tim Hogan re: URA and TIF	CW	0.25	\$175.00	\$43.75
05/29/2020	Emails to and from Angie Ritchie re: URA Plan Amendments	CW	0.25	\$175.00	\$43.75
05/29/2020	Review Urban Renewal Plan	CW	0.50	\$175.00	\$87.50
06/02/2020	Email to Tim Hogan re: Urban Renewal Plan	CW	0.25	\$175.00	\$43.75
06/03/2020	Email to John Danos re: Diligent Park Meeting	CW	0.10	\$175.00	\$17.50
07/07/2020	Review/Save/Copy/File: Email Correspondence; Plat 3	TH	0.17	\$125.00	\$20.83
				Subtotal	\$321.66

Middlebrook Development

Date	Notes	Timekeeper	Quantity	Rate	Total
05/18/2020	Voicemail from Tom Henderson, Email to Tom	CW	0.25	\$175.00	\$43.75
05/19/2020	Review Ordinances re: Chicken Issue, Review Zoning re: Ag Issue at Middlebrook, Review Meeting Minutes re: Liquor License Issues	CW	1.30	\$175.00	\$227.50
05/19/2020	Phone Call with Tom Henderson and Geri Huser re: Developer Update and Other Matters	CW	1.00	\$175.00	\$175.00
05/19/2020	Email from Angie Ritchie re: Middlebrook Permits, Review Files	CW	0.40	\$175.00	\$70.00
05/20/2020	Phone Call with Tom Henderson re: Middlebrook Permits	CW	0.40	\$175.00	\$70.00
05/21/2020	Phone Call with Tom Henderson re: Site Plan for Barn	CW	0.20	\$175.00	\$35.00
05/26/2020	Review correspondence and documents. Organize middlebrook file and e-mails.	GS	0.35	\$100.00	\$35.00
05/26/2020	Review Status of Middlebrook Matters	CW	0.25	\$175.00	\$43.75
05/27/2020	Email to Angie Ritchie re: Update on Permitting	CW	0.25	\$175.00	\$43.75
05/27/2020	Review/File: Middlebrook Permit Issues Correspondence	TH	0.17	\$125.00	\$20.83

06/02/2020	Voicemail from Tom Henderson, Phone Call to Tom and Left Voicemail	CW	0.20	\$175.00	\$35.00
06/02/2020	Phone Call with Developer re: Various Development Issues	CW	0.90	\$175.00	\$157.50
06/03/2020	Phone Call with Geri re: Middlebrook Update	CW	0.10	\$175.00	\$17.50
06/04/2020	Phone Call to Tom Henderson and Left Voicemail	CW	0.10	\$175.00	\$17.50
06/04/2020	Phone Call with Tom Henderson re: Council Meeting Update and Various Developer Matters	CW	0.60	\$175.00	\$105.00
06/08/2020	Phone Call with Tom Henderson re: Middlebrook Issues	CW	0.40	\$175.00	\$70.00
06/09/2020	Email from Tom Henderson, Email to Angie Ritchie, Thomas Cackler and Mayor Becker re: Worksession	CW	0.20	\$175.00	\$35.00
06/17/2020	Voicemail from Tom Henderson re: Work Session, Email to Angie Ritchie re: Update	CW	0.25	\$175.00	\$43.75
06/18/2020	Emails to and From Tom Henderson re: Work Session	CW	0.20	\$175.00	\$35.00
06/18/2020	Phone Call re: Diligent Work Session	CW	0.20	\$175.00	\$35.00
06/19/2020	Phone Call with Tom Henderson re: Work Session	CW	0.25	\$175.00	\$43.75
06/22/2020	Phone Call from Tom Henderson re: Work Session, Phone Call to Angie Ritchie	CW	0.30	\$175.00	\$52.50
06/25/2020	Phone Call with Angie Ritchie re: Work Session with Diligent	CW	0.20	\$175.00	\$35.00
06/29/2020	Review Middlebrook and Great Western Crossing Files to Prepare for Work Session	CW	0.25	\$175.00	\$43.75
06/29/2020	Emails from and to Angie Ritchie re: Work Session	CW	0.25	\$175.00	\$43.75
06/29/2020	Phone Call with Tom Henderson re: Meeting and Potential COVID Issues; Need for Virtual Meeting	CW	0.25	\$175.00	\$43.75
06/29/2020	Phone Call to Angie Ritchie re: Worksession	CW	0.20	\$175.00	\$35.00
06/29/2020	Phone Call to Angie Ritchie and Phone Call with Mayor Becker re: Status of Work Session	CW	0.25	\$175.00	\$43.75
06/29/2020	City Council Work Session	CW	1.00	\$175.00	\$175.00
06/29/2020	Review Issues re: Middlebrook Farms and Chicken Coop/Lean-to	CW	0.30	\$175.00	\$52.50
06/29/2020	Phone Call with Tom Henderson re: Work Session Update on Status of Presenters	CW	0.40	\$175.00	\$70.00
06/30/2020	Review/Copy/Save: Email Correspondences	TH	0.25	\$125.00	\$31.25
06/30/2020	Review Correspondence re: Permitting Issues and Chicken Coop; Phone Call with Angie Ritchie re: Same	CW	0.60	\$175.00	\$105.00
06/30/2020	Review TIF Overview from Work Session	CW	0.25	\$175.00	\$43.75
07/01/2020	Review/Save/Copy: Email Correspondence; Chickens	TH	0.08	\$125.00	\$10.42

07/07/2020	Review/Save/Copy/File: Email Correspondence	TH	0.17	\$125.00	\$20.83
				Subtotal	\$2,165.83

Zoning Issues at 401 N 44th

Date	Notes	Timekeeper	Quantity	Rate	Total
05/13/2020	Review Correspondence re: Archer Property	CW	0.40	\$175.00	\$70.00
				Subtotal	\$70.00

2020 - City Council Meetings

Date	Notes	Timekeeper	Quantity	Rate	Total
05/11/2020	council meeting	GH	1.00	\$200.00	\$200.00
05/14/2020	Review/Prepare/Handle; Meeting Minutes Correspondence.	TH	0.17	\$125.00	\$20.83
05/21/2020	Review/Handle/File: Planning and Zoning Meeting and Agenda and relating files; Middlebrook Barn	TH	0.50	\$125.00	\$62.50
06/26/2020	Review/Prepare: Email Correspondence of Agenda.	TH	0.25	\$125.00	\$31.25
06/30/2020	Review/Copy/Save: Email Correspondence; Agenda; Meeting Minutes	TH	0.25	\$125.00	\$31.25
07/07/2020	Review/Save/Copy/File: Email Correspondence, Agenda, Council Meeting, Meeting Minutes.	TH	0.25	\$125.00	\$31.25
				Subtotal	\$377.08

South Trunk Sewer Extension

Date	Notes	Timekeeper	Quantity	Rate	Total
05/05/2020	Email from Tony Bellizzi with Exhibit A to Development Agreement, Emails from Developer, Email to Angie Ritchie with Development Agreement for Council Agenda	CW	0.40	\$175.00	\$70.00
05/05/2020	Research URA and Legal Descriptions, Review Files, Email to Angie Ritchie	CW	0.35	\$175.00	\$61.25
05/08/2020	Draft Resolution re: Development Agreement	CW	0.50	\$175.00	\$87.50
05/08/2020	Review Ordinances and Legal Descriptions, email to Tony Bellizzi to Create URA Map	CW	0.40	\$175.00	\$70.00
05/11/2020	Email from Angie Ritchie; Email to Angie Ritchie and Tony Bellizzi re: Exhibit B on Development Agreement	CW	0.25	\$175.00	\$43.75
05/14/2020	Review/Prepare/Handle; South Trunk Sewer Development Agreement Correspondence.	TH	0.17	\$125.00	\$20.83

05/18/2020	Review Correspondence re: Development Agreement, Review Signed Agreement	CW	0.25	\$175.00	\$43.75
05/21/2020	Review URA Map, Email to Tony Bellizzi; Email to Amy Bjork and Travis Squires	CW	0.40	\$175.00	\$70.00
06/02/2020	Phone Call to Amy Bjork re: TIF Questions and Left VM, Email to Amy and John Danos	CW	0.40	\$175.00	\$70.00
06/03/2020	Email Correspondence with Tony Bellizzi and Angie Ritchie re: Bid Notice and Hearing for Meeting Agenda, Review Bid Documents	CW	0.50	\$175.00	\$87.50
06/04/2020	Email to Tony Bellizzi re: Sewer Extension Project	CW	0.15	\$175.00	\$26.25
06/05/2020	Research re: Easement Issues and Phone Call with Tony Bellizzi	CW	1.20	\$175.00	\$210.00
06/05/2020	Phone Call with Tom Henderson re: Sewer Easement Over Middlebrook Ground	CW	0.30	\$175.00	\$52.50
06/09/2020	Email from Tony Bellizzi and Phone Call from Tony re: Easement with Middleton; Review Easement Language and Email to Tony	CW	0.50	\$175.00	\$87.50
06/11/2020	Email and Phone Call from Angie Ritchie re: Payment of Permit Application Fee for Sewer	CW	0.25	\$175.00	\$43.75
07/02/2020	Review/Copy/Save/File: Email Correspondence; Resolutions for South Trunk Sewer Extension Phase 3 Project	TH	0.08	\$125.00	\$10.42
07/07/2020	Review/Save/Copy/File: Email Correspondence; Phase 3	TH	0.08	\$125.00	\$10.42
				Subtotal	\$1,065.42

North River Sewer

Date	Notes	Timekeeper	Quantity	Rate	Total
06/26/2020	Review/Copy/Save/File: Email Correspondences.	TH	0.25	\$125.00	\$31.25
				Subtotal	\$31.25

Board of Adjustment

Date	Notes	Timekeeper	Quantity	Rate	Total
06/26/2020	Review/Copy/Save/File: Email Correspondences; Meeting/ Agenda	TH	0.75	\$125.00	\$93.75
06/29/2020	Review Application for Variance, Legal Research, Draft Overview Memo	CW	0.60	\$175.00	\$105.00
07/01/2020	Review Variance Approval	CW	0.25	\$175.00	\$43.75
07/01/2020	Review/Save/Copy/File: Email Correspondence; BOA Rules	TH	0.08	\$125.00	\$10.42

07/02/2020	Review/Copy/Save/File: Email Correspondence; Board of Adjustment Meeting Minutes.	TH	0.08	\$125.00	\$10.42
07/07/2020	Review/Save/Copy/File: Email Correspondence	TH	0.08	\$125.00	\$10.42
				Subtotal	\$273.76
				Subtotal	\$11,132.03
				Total	\$11,132.03

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
14760	07/10/2020	\$11,132.03	\$0.00	\$11,132.03	
				Outstanding Balance	\$11,132.03
				Total Amount Outstanding	\$11,132.03

Trust Account

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

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

NOTICE OF PUBLIC HEARING

CITY OF CUMMING

Notice is hereby given that there is now on file for public inspection in the office of the City Clerk of Cumming, Iowa, the proposed "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA."

The City Council of the City of Cumming, Iowa, will meet at 7:00 P.M. on Monday, July 13, 2020 at City Hall, 649 N. 44th Street, Cumming, Iowa, at which time any citizen of Cumming, Iowa, or any other person having an interest in the proposed "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA" may appear and be heard for or against the adoption of the proposed Code of Ordinances or any part thereof.



Angie Ritchie, Deputy Clerk

ORDINANCE NO. 2020-02

**AN ORDINANCE ADOPTING THE "CODE OF ORDINANCES
OF THE CITY OF CUMMING, IOWA"**

BE IT ORDAINED by the City Council of the City of Cumming, Iowa, that:

SECTION 1. Pursuant to published notice and following public hearing on the 13th day of July, 2020, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of Cumming, Iowa, the "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA."

SECTION 2. All of the provisions of the "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA," shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of "THE CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA"; nor shall it affect the following ordinances specifically saved from repeal:

URBAN RENEWAL

ORDINANCE NO.	ADOPTED	NAME OF AREA
2007-10	September 10, 2007	Cumming Commercial Urban Renewal Area

VACATION AND DISPOSAL OF STREETS

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
80-1		2006-04	March 13, 2006
96-4	November 14, 1995	2007-07	June 11, 2007
2000-02	November 8, 1999		

ZONING MAP

ORDINANCE NO.	DATE ADOPTED	ORDINANCE NO.	DATE ADOPTED
93-1	August 10, 1992	2007-03	May 31, 2007
98-2	August 25, 1997	2007-04	May 31, 2007
98-3	August 25, 1997	2007-05	May 31, 2007
2004-04	August 23, 2004	2007-06	May 31, 2007
2005-07	July 25, 2005	2015-03	November 23, 2015
2005-15	November 28, 2005	2016-03	October 10, 2016
2006-01	February 13, 2006	2016-04	October 26, 2016
2006-05	February 27, 2006	2018-03	April 23, 2018
2006-13	June 29, 2006	2018-05	July 9, 2018
2007-02	May 31, 2007		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. These are ordinances 2019-09 and 2019-10. Said ordinances shall be codified and incorporated in published copies of this code as supplements thereto following adoption of this ordinance.

SECTION 6. An official copy of the "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA," adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 7. The City Clerk shall furnish a copy of the "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA," to the Judicial Magistrates serving the City of Cumming.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the City Council of the City of Cumming, Iowa, the _____ day of _____, 2020.

Tom Becker, Mayor

ATTEST: _____
Angie Ritchie, Deputy Clerk

First Reading:

Second Reading:

Third Reading:

CLERK'S CERTIFICATE

I hereby certify that the foregoing Ordinance No. 2020-02 was published as required by law on the _____ day of _____, 2020.

SIGNED _____
Angie Ritchie, Deputy Clerk

CLERK'S CERTIFICATE

State of Iowa)
) SS
County of Warren)

I, Angie Ritchie, Deputy Clerk of the City of Cumming, Iowa, hereby certify that the "CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA," was adopted by the City Council of the City of Cumming, Iowa, and that an official copy of said Code of Ordinances is on file at the office of the City Clerk, City of Cumming, Iowa, and that Ordinance No. 2020-02 adopting said Code of Ordinances was passed by the City Council of the City of Cumming, Iowa, on the ____ day of _____, 2020, signed by the Mayor on the ____ day of _____, 2020; duly recorded and published as provided by law, and that the effective date of said Code is _____, 2020.

Witness my hand and official seal of the City of Cumming, Iowa, this ____ day of _____, 2020.

SIGNED: _____
Angie Ritchie, Deputy Clerk
CITY OF CUMMING, IOWA

RESOLUTION NO. 2020-41

Resolution taking additional action to enter into a Loan Agreement

WHEREAS, the City of Cumming (the "City"), in Warren County, State of Iowa, proposes to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$650,000 for the purpose of paying the costs, to that extent, of constructing sanitary sewer extensions and improvements (the "Project"), and pursuant to law and duly published noticed published notice of the proposed action has held a hearing thereon on July 13, 2020; and

WHEREAS, the City Council has made provision and has authorized a term sheet (the "Term Sheet") for use by Piper Sandler & Co. (the "Placement Agent") in negotiating the Loan Agreement and providing for the private placement of a \$650,000 General Obligation Sewer Improvement Note (the "Note), but it is not yet time to award the placement to a lender; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Cumming, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Note be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the placement and issuance of the Note and final approval of the Loan Agreement is hereby adjourned to the City Council meeting to be held on August 10, 2020.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed and approved July 13, 2020.

Tom Becker, Mayor

Attest:

Angie Ritchie, Deputy Clerk

July 8, 2020

Mayor and Members of the City Council
c/o Ms. Angie Ritchie, City Clerk
City of Cumming
649 N 44th Street, PO Box 100
Cumming, IA 52531

Re: Private Placement Engagement Letter (2020 GO Bonds)

Dear Angie:

This letter confirms the agreement between Piper Sandler & Co. ("Piper Sandler" or "we" or "us") and the City of Cumming ("Issuer" or "you") as follows:

1. Engagement. The Issuer engages Piper Sandler to act as your exclusive representative for the proposed private placement (the "Transaction") by sale of securities, (the "Securities"), and we accept this engagement upon the terms and conditions set forth in this agreement.

During the term of our engagement, we will, as appropriate to the Transaction:

- consult with you in planning and implementing the Transaction;
- assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- assist you in preparing for due diligence conducted by potential investors;
- identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- consult with you in structuring the investment; and
- assist you in negotiating definitive documentation.

As currently contemplated, the Transaction will be a private placement of Securities with gross proceeds of approximately \$650,000. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction has become impractical or undesirable.

2. Fees. For our services, you agree to pay us:

- a selling commission as outlined in Exhibit A, payable by check or wire transfer, in our sole discretion, in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non performance by You.

3. Expenses Upon receipt of an invoice, you agree to reimburse us for our reasonable expenses incurred in preparing to market and marketing the Securities, including, but not limited to, travel, fees and disbursements of our counsel and printing and distribution of Transaction Materials, whether or not a closing occurs but such reimbursement will not exceed \$2,000 without your approval.

4. Termination. The term of this engagement shall begin on the date of execution set forth above.

Neither You nor We may terminate this engagement at any time prior to completion of the sale of Securities other than (a) You may terminate Us for non performance, in which case no fees are due and payable unless agreed to previously in writing; or (b) We may terminate You for non performance, in which case, upon such termination, all fees due to Us, shall be due and payable immediately by You.

5. Non performance by Us. Attached to this engagement is a form of term sheet in support of the Transaction, and a timeline for the Transaction. Said term sheet is hereby approved by You in form substantially as attached. Minor deviations that would be usual and customary in a private placement transaction shall be allowed between the initial term sheet and any final proposals received. However, any material deviations that could be reasonably treated as less favorable to You shall be presented to You for consideration and approval. Receipt of proposals with market interest rates from one or more lenders consistent with the term sheet, or with minor deviations as noted herein, shall constitute performance by Us.
6. Non performance by You. Any action or failure to take action to approve the Transaction after We have performed pursuant to this engagement shall be considered non performance by You.
7. Indemnification and Contribution. Exhibit B is hereby incorporated into this agreement by reference and made a part of this agreement
8. Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:
- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
 - b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
 - c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
 - d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.
9. Other Matters Relating to Our Engagement You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Sandler, as a placement agent, is in an arms-length commercial transaction between you and Piper Sandler and Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with

Other Matters Relating to Our Engagement, continued
respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

10. Issuer To Provide Information and Documents to Placement Agent. The Issuer agrees to provide to the Placement Agent all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by the Placement Agent as part of due diligence requested by the Placement Agent.
11. Miscellaneous. This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Delaware. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,



Managing Director

Agreed and accepted as of the date first above written.

City of Cumming

Title:

Acknowledgement of Approval of Engagement, including acknowledgement of Appendix A Disclosures (previously acknowledged by the Issuer on October 13, 2016).

Date on which this letter was signed by the Issuer: _____

Exhibit A - Calculation of Selling Commission

General Obligation Bonds (GO)

Maximum of 1.50% of the par amount of bonds sold, with a minimum cost per issuance of \$7,000

General Terms Applicable to All Types of Debt

A 0.20% deduction to the percentage par amount calculation will be provided if all purchased by local financial institutions within the Issuer's footprint (local presence within Issuer) and does not require a DTC closing.

The Issuer will be responsible for payment of legal fees for reimbursement to the purchaser's counsel of the Investor as specified in their Term Sheet (as applicable).

Exhibit B – Indemnification and Contribution

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any

judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

NOTICE OF PUBLIC HEARING

**SOUTH TRUNK SEWER EXTENSION - PHASE 3
CUMMING, IOWA**

Notice is hereby given that a public hearing will be held by the City of Cumming on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the **SOUTH TRUNK SEWER EXTENSION - PHASE 3** project at its meeting at **7:00 P.M. on the 13th day of July, 2020**, in the Council Chambers at City Hall, 649 North 44th Street, Cumming, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of Cumming, Iowa, on this 25th day of June, 2020.

CITY OF CUMMING, IOWA,

By: Angie Ritchie

Title: Deputy Clerk

RESOLUTION NO. 2020-42

RESOLUTION APPROVING AND CONFIRMING PLANS SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTH TRUNK SEWER EXTENSION – PHASE 3 PROJECT

WHEREAS, the City Council of the City of Cumming, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed South Trunk Sewer Extension – Phase 3 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on July 13, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CUMMING, IOWA, THAT

Section 1: The Contract Documents referred to in the preamble hereof are hereby finally approved and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of July, 2020.

Tom Becker, Mayor

Attest: Angie Ritchie, Deputy Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Cackler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Goode	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Highfill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hungerford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ochanpaugh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. 2020-46

**RESOLUTION AWARDING CONTRACT FOR THE
SOUTH TRUNK SEWER EXTENSION – PHASE 3 PROJECT**

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Cumming, Iowa, and as required by law, bids and proposals were received by this Council for the South Trunk Sewer Extension Phase 3 Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Gator Excavating, Inc. dba Absolute Infrastructure 3100 SE Miehle Drive Grimes, IA 50111	\$552,250.00

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. The amount of the contractor's performance, payment and maintenance bond is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolution or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 13th day of July, 2020.

Thomas Becker, Mayor

ATTEST:
Angie Ritchie, Deputy City Clerk

ROLL CALL VOTE:

Aye

Nay

Abstain

Absent

Cackler

Goode

Highfill

Hungerford

Ochanpaugh



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

July 6, 2020

Angie Ritchie
Deputy City Clerk
City of Cumming
649 N. 44th Street
P.O. Box 100
Cumming, Iowa 50061-0100

CUMMING, IOWA
SOUTH TRUNK SEWER EXTENSION - PHASE 3
REVIEW OF BIDS RECEIVED
RECOMMENDATION TO AWARD CONTRACT

The City of Cumming received bids until 2:00 P.M. on July 2, 2020 for the South Trunk Sewer Extension – Phase 3 project. A total of twelve bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
Gator Excavating, Inc. dba Absolute Infrastructure	\$552,250.00
Priority Excavating	\$610,622.50
McAninch Corporation	\$649,200.00
Sandstone Management LTD	\$700,859.00
Northern Lines Contracting, Inc.	\$717,835.00
Elder Corporation	\$738,000.00
Corell Contractor, Inc.	\$763,577.50
On Track Construction, LLC	\$805,000.00
Rognes Corp.	\$873,769.00
J&K Contracting	\$894,894.89
Vanderpool Construction, Inc.	\$955,725.00
S.M. Hentges & Sons, Inc.	\$1,194,921.00

The low bid for the project was submitted by Gator Excavating, Inc. dba Absolute Infrastructure of Grimes, Iowa in the amount of \$552,250.00.

The Engineers Estimate of cost for the project was \$703,000.00. The average of the twelve bids received was approximately \$788,054.49. The low bid received from Gator Excavating, Inc. dba Absolute Infrastructure was \$150,750.00 or approximately 21.4% below the Engineers Estimate of cost.

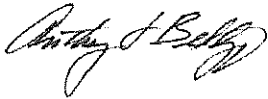
Angie Ritchie
July 6, 2020
Page 2

After review of the bids received, Veenstra & Kimm, Inc. would recommend the City of Cumming award contract for the South Trunk Sewer Extension – Phase 3 project to Gator Excavating, Inc. dba Absolute Infrastructure based on their total bid of \$552,250.00.

A copy of the bid tabulation is enclosed.

If you have any questions or comments concerning the project, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "Anthony J. Bellizzi". The signature is written in a cursive style with a large initial "A".

Anthony J. Bellizzi, P.E.

AJB:kld
41237
Enclosure

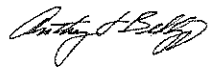
BID TABULATION
CUMMING, IOWA
SOUTH TRUNK SEWER EXTENSION - PHASE 3

1. Construct South Trunk Sewer Extension - Phase 3 Project for the following unit and lump sum prices:				Gator Excavating, Inc. dba Absolute Infrastructure 3100 SE Miele Drive Grimes, Iowa 50111		Priority Excavating 9550 Hickman Road Suite 101 Clive, Iowa 50325		McAninch Corporation 4001 Delaware Avenue Des Moines, Iowa 50313		Sandstone Management LTD 20 Vine Street Carlisle, Iowa 50047		Northern Lines Contracting, Inc. 9705 Upton Circle S Bloomington, Minnesota 55431	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.	Mobilization	LS	1	22,000.00	22,000.00	42,000.00	42,000.00	18,286.70	18,286.70	25,000.08	25,000.08	56,500.00	56,500.00
2.	Traffic Control	LS	1	4,950.00	4,950.00	9,000.00	9,000.00	9,884.00	9,884.00	9,911.00	9,911.00	11,250.00	11,250.00
3.	Clearing & Grubbing	LS	1	30,100.00	30,100.00	6,500.00	6,500.00	6,630.00	6,630.00	7,282.00	7,282.00	57,500.00	57,500.00
4.	Sanitary Sewer Gravity Main, 15", Trenched	LF	2,338.5	91.75	214,557.38	115.00	268,927.50	149.00	348,436.50	144.79	338,591.42	100.00	233,850.00
5.	Sanitary Sewer Gravity Main, 12", Trenched	LF	1,265	56.00	70,840.00	68.00	86,020.00	65.00	82,225.00	69.92	88,448.80	87.00	110,055.00
6.	Sanitary Sewer Gravity Main, 12" Trenchless in Casing Pipe	LF	125	590.00	73,750.00	455.00	56,875.00	511.00	63,875.00	724.00	90,500.00	525.00	65,625.00
7.	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	EA	10	7,000.00	70,000.00	7,000.00	70,000.00	4,718.00	47,180.00	6,630.00	66,300.00	7,550.00	75,500.00
8.	Connection to Existing Manhole	EA	1	4,125.00	4,125.00	13,000.00	13,000.00	8,336.00	8,336.00	4,577.00	4,577.00	36,600.00	36,600.00
9.	PCC Shared Use Path, 10 Ft. Width, 6" Thickness	SY	40	115.00	4,600.00	85.00	3,400.00	140.00	5,600.00	169.10	6,764.00	190.00	7,600.00
10.	Repair/Connect Existing Tile Lines, 4"-6"	LF	400	14.00	5,600.00	10.00	4,000.00	9.00	3,600.00	10.87	4,348.00	15.00	6,000.00
11.	New 6" Field Tile	LF	900	10.60	9,540.00	10.00	9,000.00	12.00	10,800.00	10.58	9,522.00	15.00	13,500.00
12.	New 6" Field Tile Outlet	EA	1	2,070.00	2,070.00	300.00	300.00	881.00	881.00	605.00	605.00	285.00	285.00
13.	Modified Subbase	TONS	85	28.00	2,380.00	25.00	2,125.00	29.00	2,465.00	44.06	3,745.10	28.00	2,380.00
14.	Stabilization Material	TONS	175	35.00	6,125.00	31.00	5,425.00	36.00	6,300.00	37.58	6,576.50	34.00	5,950.00
15.	Granular Surfacing	TONS	200	26.00	5,200.00	30.00	6,000.00	29.00	5,800.00	48.23	9,646.00	28.00	5,600.00
16.	Trench Compaction Testing	LS	1	3,375.00	3,375.00	3,500.00	3,500.00	7,252.00	7,252.00	5,585.00	5,585.00	8,000.00	8,000.00
17.	Field Fence, Removal and Replacement	LF	180	25.25	4,545.00	30.00	5,400.00	24.00	4,320.00	26.32	4,737.60	18.00	3,240.00
18.	Seeding, Fertilizing, and Mulching, Type 1	ACRE	0.3	5,340.00	1,602.00	4,500.00	1,350.00	3,396.00	1,018.80	3,705.00	1,111.50	2,500.00	750.00
19.	Seeding, Fertilizing, and Mulching, Type 2	ACRE	3	1,175.00	3,525.00	1,500.00	4,500.00	1,785.00	5,355.00	1,955.00	5,865.00	1,850.00	5,550.00
20.	Silt Fence	LF	2,800	1.60	4,480.00	1.75	4,900.00	1.50	4,200.00	1.68	4,704.00	1.60	4,480.00
21.	Filter Socks, 8"	LF	800	2.50	2,000.00	1.75	1,400.00	1.50	1,200.00	1.68	1,344.00	1.60	1,280.00
22.	Erosion Stone	TONS	15	69.00	1,035.00	40.00	600.00	73.00	1,095.00	55.00	825.00	36.00	540.00
23.	Temporary Rolled Erosion Control (RECP)	SY	1,000	2.20	2,200.00	2.00	2,000.00	1.40	1,400.00	1.51	1,510.00	1.60	1,600.00
24.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	550.62	550.62	2,000.00	2,000.00	1,530.00	1,530.00	1,680.00	1,680.00	2,100.00	2,100.00
25.	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	3,100.00	3,100.00	2,400.00	2,400.00	1,530.00	1,530.00	1,680.00	1,680.00	2,100.00	2,100.00
TOTAL CONSTRUCTION COST (ITEMS 1. - 25.)				\$552,250.00		\$610,622.50		\$649,200.00		\$706,859.00		\$717,835.00	

**BID TABULATION
CUMMING, IOWA
SOUTH TRUNK SEWER EXTENSION - PHASE 3**

Elder Corporation 5088 East University Avenue Des Moines, Iowa 50327		Corell Contractor, Inc. 1300 Lincoln Street West Des Moines, Iowa 50265		On Track Construction, LLC 1316 6th Street Suite 109 Nevada, Iowa 50201		Rognes Corp. 720 SW Goodwin Street Ankeny, Iowa 50023		J&K Contracting 10703 Justin Drive Urbandale, Iowa 50322		Vanderpool Construction, Inc. 1100 N 14th Street Indianola, Iowa 50125		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352	
UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
\$ 55,593.00	\$ 55,593.00	\$ 35,845.00	\$ 35,845.00	\$ 47,580.00	\$ 47,580.00	\$ 75,000.00	\$ 75,000.00	\$ 81,202.39	\$ 81,202.39	\$ 65,000.00	\$ 65,000.00	\$ 90,000.00	\$ 90,000.00
9,100.00	9,100.00	9,300.00	9,300.00	9,000.00	9,000.00	5,000.00	5,000.00	10,500.00	10,500.00	9,000.00	9,000.00	10,000.00	10,000.00
6,900.00	6,900.00	6,825.00	6,825.00	6,500.00	6,500.00	7,000.00	7,000.00	7,500.00	7,500.00	20,000.00	20,000.00	6,650.00	6,650.00
132.00	308,682.00	145.00	339,082.50	150.00	350,775.00	200.00	467,700.00	155.00	362,467.50	230.00	537,855.00	300.00	701,590.00
95.00	120,175.00	78.00	98,670.00	100.00	126,500.00	72.00	91,080.00	100.00	126,500.00	80.00	101,200.00	152.00	192,280.00
640.00	80,000.00	825.00	103,125.00	700.00	87,500.00	745.00	93,125.00	700.00	87,500.00	620.00	77,500.00	520.00	65,000.00
7,200.00	72,000.00	8,500.00	85,000.00	6,250.00	62,500.00	6,200.00	62,000.00	10,500.00	105,000.00	6,500.00	65,000.00	6,350.00	63,500.00
6,300.00	6,300.00	6,950.00	6,950.00	9,500.00	9,500.00	7,000.00	7,000.00	5,500.00	5,500.00	6,000.00	6,000.00	3,848.00	3,848.00
137.00	5,480.00	160.00	6,400.00	145.00	5,800.00	155.00	6,200.00	145.00	5,800.00	150.00	6,000.00	25.00	1,000.00
35.00	14,000.00	12.00	4,800.00	53.00	21,200.00	30.00	12,000.00	65.00	26,000.00	15.00	6,000.00	23.00	9,200.00
17.00	15,300.00	16.50	14,850.00	24.00	21,600.00	6.00	5,400.00	30.00	27,000.00	10.00	9,000.00	16.50	14,850.00
430.00	430.00	1,690.00	1,690.00	1,250.00	1,250.00	650.00	650.00	550.00	550.00	350.00	350.00	248.00	248.00
44.00	3,740.00	45.00	3,825.00	39.00	3,315.00	29.00	2,465.00	45.00	3,825.00	40.00	3,400.00	33.00	2,805.00
42.00	7,350.00	35.00	6,125.00	70.00	12,250.00	45.00	7,875.00	40.00	7,000.00	30.00	5,250.00	34.00	5,950.00
44.00	8,800.00	32.00	6,400.00	40.00	8,000.00	29.00	5,800.00	35.00	7,000.00	35.00	7,000.00	28.00	5,600.00
2,400.00	2,400.00	12,250.00	12,250.00	9,000.00	9,000.00	5,000.00	5,000.00	4,200.00	4,200.00	15,000.00	15,000.00	3,250.00	3,250.00
25.00	4,500.00	25.00	4,500.00	25.00	4,500.00	15.00	2,700.00	35.00	6,300.00	24.00	4,320.00	12.75	2,295.00
3,400.00	1,020.00	3,500.00	1,050.00	5,050.00	1,515.00	3,330.00	999.00	4,000.00	1,200.00	3,400.00	1,020.00	3,400.00	1,020.00
1,800.00	5,400.00	1,835.00	5,505.00	1,150.00	3,450.00	1,750.00	5,250.00	2,000.00	6,000.00	1,800.00	5,400.00	1,785.00	5,355.00
1.50	4,200.00	1.60	4,480.00	1.50	4,200.00	1.50	4,200.00	2.00	5,600.00	1.55	4,340.00	1.55	4,340.00
1.50	1,200.00	1.60	1,280.00	2.30	1,840.00	1.50	1,200.00	2.00	1,600.00	1.55	1,240.00	1.40	1,120.00
62.00	930.00	65.00	975.00	115.00	1,725.00	55.00	825.00	70.00	1,050.00	90.00	1,350.00	40.00	600.00
1.50	1,500.00	1.50	1,500.00	2.00	2,000.00	2.30	2,300.00	2.00	2,000.00	1.40	1,400.00	1.40	1,400.00
1,500.00	1,500.00	1,575.00	1,575.00	500.00	500.00	1,500.00	1,500.00	1,800.00	1,800.00	1,550.00	1,550.00	1,530.00	1,530.00
1,500.00	1,500.00	1,575.00	1,575.00	3,000.00	3,000.00	1,500.00	1,500.00	1,800.00	1,800.00	1,550.00	1,550.00	1,530.00	1,530.00
\$738,000.00		\$763,577.50		\$805,000.00		\$873,769.00		\$894,894.89		\$955,725.00		\$1,194,921.00	

I hereby certify that this is a true tabulation of bids received on July 2, 2020 by the City of Cumming, Iowa.




Anthony J. Bellizzi, P.E.
Iowa License No. 12643
My license renewal date is December 31, 2020



July 7, 2020

Anthony Bellizzi, P.E.
City of Cumming
649 N. 44th Street
Cumming, IA 50061

RE: South Trunk Sewer Extension Phase 3

Dear Mr. Bellizzi:

KC Real Estate has received the bid results for the Cumming South Trunk Sewer Extension Phase 3 project and the Engineer's recommendation to award the contract for the project. Per Section 5 of the Development Agreement between KC Real Estate and the City of Cumming, this letter serves to provide KC Real Estate's concurrence with the Engineer's recommendation to award contract.

KC REAL ESTATE, L.C.
an Iowa limited liability company

By: William C. Knapp, L.C., Member

A handwritten signature in cursive script that reads "Gerard D. Neugent".

By: _____
Gerard D. Neugent, Manager

RESOLUTION NO. 2020-47

RESOLUTION APPROVING THE CONTRACT AND BOND FOR THE SOUTH TRUNK SEWER EXTENSION – PHASE 3 PROJECT

WHEREAS, the City Council of the City of Cumming, Iowa, has heretofore awarded a contract for the South Trunk Sewer Extension Phase 3 Project (the "Project") and fixed the amount of the performance, payment and maintenance bond to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance, payment and maintenance bond in the required amount.

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

Section 1: The aforementioned contract and bond are hereby approved and declared to be binding upon the parties thereto.

Section 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of July, 2020.

Thomas Becker, Mayor

ATTEST: Angie Ritchie,
Deputy City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Cackler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Goode	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Highfill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hungerford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ochanpaugh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, ^{Gator Excavating, Inc. dba} Absolute Infrastructure, as Principal and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto City of Cumming, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____

Ten Percent of Amount Bid
Dollars (\$ 10%), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

SOUTH TRUNK SEWER EXTENSION - PHASE 3

Construct South Trunk Sewer Extension – Phase 3 project including all labor, materials and equipment necessary to construct approximately 3,600 linear feet of 15-inch and 12-inch sanitary sewer in open cut, approximately 125 linear feet of 12-inch sanitary sewer by trenchless construction in casing pipe, manholes, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control and miscellaneous work, including cleanup.

The work shall commence upon written Notice to Proceed. The project shall be fully completed including final surface restoration by October 1, 2020.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

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NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

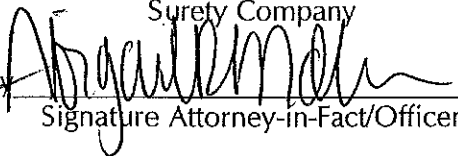
Signed and sealed this 2nd day of July, 2020.


SURETY:

PRINCIPAL:

Merchants National Bonding, Inc.

Gator Excavating, Inc. dba Absolute Infrastructure

Surety Company
By 
Signature Attorney-in-Fact/Officer

Bidder
By 
Signature

Abigail R. Mohr
Name of Attorney-in-Fact/Officer

Randy Akridge
Name (Print/Type)

Merchants National Bonding, Inc.
Company Name

President
Title

P. O. Box 14498
Company Address

3100 SE Mische Drive
Street Address

Des Moines, IA 50306
City, State, Zip Code

Grimes, IA 50111
City, State, Zip Code

515-243-8171
Company Telephone Number

515-270-2428
Telephone Number

NOTE: All signatures on this Bid Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

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MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Enid P Devries; John R Fay; Kent M Rosenberg; Mat DeGroot; Matthew R Fay; Michael L McCoy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

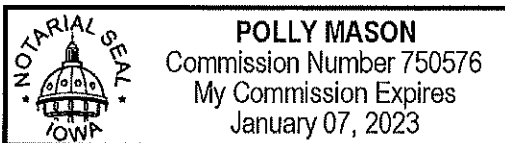


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

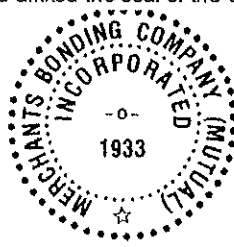
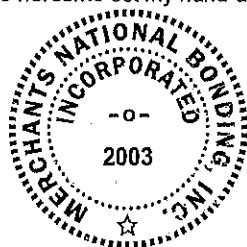


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of July, 2020.



William Warner Jr.
Secretary

RESOLUTION NO. 2020-48

APPROVING SANITARY SEWER EASEMENTS FOR SOUTH TRUNK SEWER EXTENSION – PHASE 3 AND AUTHORIZING PAYMENT THEREFORE

WHEREAS, The City Council, City of Cumming, Iowa, contracted with Veenstra & Kimm, Inc., West Des Moines, Iowa, for professional engineering services for design and easement acquisition services for the South Trunk Sewer Extension – Phase 3 project; and,

WHEREAS, Veenstra & Kimm, Inc., West Des Moines, Iowa, has completed the easement acquisition services for said project on the City's behalf; and,

WHEREAS, The City of Cumming has adopted a resolution of necessity to order construction and set the date for a public hearing and bid letting for said project; and,

WHEREAS, The Sanitary Sewer Easements (Easements) are necessary to complete construction of said project and for future access and maintenance of said project; and,

WHEREAS, The Easements provide for compensation or other considerations to the property owners and represent a fair market value for the easements as described; and,

WHEREAS, The City Council, City of Cumming, Iowa, does believe it is in the best interest of the City of Cumming, Iowa, to approve and accept the Easements for the South Trunk Sewer Extension – Phase 3 project as acquired by Veenstra & Kimm, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CUMMING, IOWA, that the Sanitary Sewer Easements identified as Easement No. 1 through Easement No. 4 for the South Trunk Sewer Extension – Phase 3 project are hereby approved and accepted by the City Council; and,

BE IT FURTHER RESOLVED, that the City Clerk be is hereby authorized and directed to make full payment for the Easements based on the compensation terms of each individual Easement document.

PASSED and ADOPTED this 13th day of July, 2020.

Thomas Becker, Mayor

ATTEST:

Angie Ritchie, Deputy Clerk

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 2

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Middlebrookhb, LLC, an Iowa limited liability company and Land Concepts, LLC, an Iowa limited liability company, (hereinafter "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto the CITY OF CUMMING, IOWA, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a perpetual sanitary sewer easement and a temporary construction easement under, over, on, through and across the following described real estate:

Parcel 'M' in part of the West 1/2 of Section 17, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa as shown on the Plat of Survey thereof recorded in Instrument #: 2020-01460 in the Warren County Recorder's Office.

Perpetual Easement

Said perpetual easement being a strip 40.00 feet in width lying 20.00 feet on each side of the following described line or line extended:

Commencing at the Northwest corner of said Parcel 'M'; thence South 00°00'06" West along the West line of said Parcel 'M', 35.00 feet to the point of beginning; thence North 89°49'17" East, 724.97 feet; thence South 00°10'24" East, 357.90 feet; thence South 89°59'25" East, 266.80 feet to the East line of said Parcel 'M'.

Containing 53,987 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Easement Area").

That said perpetual sanitary sewer easement is for the purpose of the City constructing, repairing, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within the Easement Area. In connection herewith it is specifically agreed that by this Sanitary Sewer Easement, the City of Cumming shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

This Sanitary Sewer Easement shall be subject to the following terms and conditions:

1. Erection and Placement of Structure Prohibited. Grantor shall not, nor will Grantor allow any other person or entity, to erect any residence, garage, building or other permanent structure or similar obstruction, (except a fence, landscaping, or ground cover) under, over, on, through, across or within the Easement Area.

2. Change of Grade Prohibited. Grantor shall not change the grade elevation or contour of any part of the Easement Area without the prior written consent of the City.

3. Right of Access. The City shall have the right of reasonable access to the Easement Area, and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to the right to remove any unauthorized structures, obstructions, fences and plantings placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, including, but not limited to, grading, seeding of grassy areas disturbed by the work, repairing or replacing paved roadway, driveway, sidewalk or parking, and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, fences or structures located within the Easement Area.

5. Maintenance. Grantor shall keep and preserve the surface of the Easement Area in good repair and condition at all times and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the surface of the Easement Area.

6. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, and except as provided herein, the City shall not be liable for any injury or property damage occurring in or to the Easement Area, nor for property damage to any improvements or obstructions

thereon, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

7. Easement Benefit. This Easement shall be for the benefit of the City, the owners of the property abutting said Easement Area, and the owners of property lying within the City, but rights hereunder may be exercised only by the City and/or its designated agents.

8. Easement Runs with Land. This Easement shall be deemed to run with the land and shall be binding on the parties and on the heirs, successors and assigns of the parties hereto. Upon conveyance of the Easement Area by Grantor, the duties, obligations and liabilities of Grantor hereunder shall pass to such heirs, successors or assigns, and Grantor shall have no further duties, obligations or liabilities hereunder.

9. Warranties. Grantor does hereby covenant with the City that (1) Grantor holds the Easement Area by title in fee simple, subject only to easements and restrictions of record; (2) Grantor has good and lawful authority to convey the same; and (3) Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever except those claims arising through or under the City.

10. Construction. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

11. Approval of City Council. This Easement shall not be binding until it has received final approval and acceptance by the City Council of the City of Cumming, Iowa, by Resolution which final approval and acceptance shall be noted on this Easement by the City Clerk.

Temporary Easement

Said temporary easement being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 'M'; thence North 89°49'17" East along the North line of said Parcel 'M', 759.86 feet to the Northeast corner thereof; thence South 00°10'23" East along the East line of said Parcel 'M', 362.89 feet to a North line of said Parcel 'M'; thence North 89°49'44" East along said North line, 230.24 feet to the East line of Parcel 'M'; thence Southeasterly along said East line and along a 3870.66 foot radius non-tangent curve concave to the East, 110.21 feet, said curve having a chord bearing of South 03°39'12" East, 110.20 feet; thence South 89°49'44" West, 356.93 feet; thence North 00°10'23" West, 342.88 feet; thence South 89°49'17" West, 640.26 feet to the West line of said Parcel 'M';

thence North 00°00'06" East along said West line, 130.00 feet to the point of beginning, EXCEPTING THEREFROM above described perpetual easement.

Containing 111,633 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Temporary Construction Easement Area").

That said temporary construction easement is for the purpose of the City to grade and construct sanitary sewer improvements and shall be for a period of 12 months from the date construction commences, at which time the temporary construction easement will cease and terminate.

In connection herewith it is specifically agreed that by this temporary construction easement, the City, its employees, agents or representatives shall have the right to enter upon the Temporary Construction Easement Area as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, the City shall not be liable for any injury or property damage occurring in or to the Temporary Construction Easement Area, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

The City shall restore the Temporary Construction Easement Area to substantially same condition prior to construction after construction of the aforementioned improvements.

That the Grantor does hereby covenant with the City, and successors in interest, that said Grantor holds the Temporary Construction Easement Area by title in fee simple; that it has good and lawful authority to sell and convey the same; that said Grantor covenants to warrant and defend the said Temporary Construction Easement Area against the lawful claims of all persons whomsoever, except as may be above stated.

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 3

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Middleton Family, L.L.C., an Iowa limited liability company, (hereinafter "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto the CITY OF CUMMING, IOWA, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a perpetual sanitary sewer easement and a temporary construction easement under, over, on, through and across the following described real estate:

The Northeast 1/4 of the Northeast 1/4 of Section 18 and the Northwest 1/4 of the Northwest 1/4 of Section 17, both in Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa lying West of Parcel 'M' of the West 1/2 of said Section 17 as shown on the Plat of Survey thereof recorded in Instrument #: 2020-01460 in the Warren County Recorder's Office.

Perpetual Easement

Said perpetual easement being more particularly described in two (2) segments as follows:

Segment 1

The South 40.00 feet of the North 95.00 feet of said Northwest 1/4 of the Northwest 1/4 of Section 17 lying East of the East right-of-way line of 15th Avenue and West of the West line of said Parcel 'M'.

Containing 28,988 square feet, more or less.

Segment 2

The North 95.00 feet of the East 100.00 feet of said Northeast 1/4 of the Northeast 1/4 of Section 18 lying West of the West right-of-way line of 15th Avenue and lying South of the South right-of-way line of Highway G14 (Cumming Avenue).

Containing 2,041 square feet, more or less. Total area of Segment 1 and Segment 2 containing 31,029 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Easement Area").

41240
06-9-2020

That said perpetual sanitary sewer easement is for the purpose of the City constructing, repairing, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within the Easement Area. In connection herewith it is specifically agreed that by this Sanitary Sewer Easement, the City of Cumming shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

This Sanitary Sewer Easement shall be subject to the following terms and conditions:

1. Erection and Placement of Structure Prohibited. Grantor shall not, nor will Grantor allow any other person or entity, to erect any residence, garage, building or other permanent structure or similar obstruction, (except a fence, landscaping, or ground cover) under, over, on, through, across or within the Easement Area.

2. Change of Grade Prohibited. Grantor shall not change the grade elevation or contour of any part of the Easement Area without the prior written consent of the City.

3. Right of Access. The City shall have the right of reasonable access to the Easement Area, and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to the right to remove any unauthorized structures, obstructions, fences and plantings placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, including, but not limited to, grading, seeding of grassy areas disturbed by the work, repairing or replacing paved roadway, driveway, sidewalk or parking, and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, fences or structures located within the Easement Area.

5. Maintenance. Grantor shall keep and preserve the surface of the Easement Area in good repair and condition at all times and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the surface of the Easement Area.

6. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, and except as provided herein, the City shall not be liable for any injury or property damage occurring in or to the Easement Area, nor for property damage to any improvements or obstructions thereon, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives

harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives. Further, except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or representatives, the Grantor shall not be liable for any injury or property damage occurring in the Easement Area. City agrees to indemnify and hold the Grantor, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of City or its employees, agents, or representatives.

7. Easement Benefit. This Easement shall be for the benefit of the City, the owners of the property abutting said Easement Area, and the owners of property lying within the City, but rights hereunder may be exercised only by the City and/or its designated agents.

8. Easement Runs with Land. This Easement shall be deemed to run with the land and shall be binding on the parties and on the heirs, successors and assigns of the parties hereto. Upon conveyance of the Easement Area by Grantor, the duties, obligations and liabilities of Grantor hereunder shall pass to such heirs, successors or assigns, and Grantor shall have no further duties, obligations or liabilities hereunder.

9. Warranties. Grantor does hereby covenant with the City that (1) Grantor holds the Easement Area by title in fee simple, subject only to easements and restrictions of record; (2) Grantor has good and lawful authority to convey the same; and (3) Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever except those claims arising through or under the City.

10. Construction. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

11. Approval of City Council. This Easement shall not be binding until it has received final approval and acceptance by the City Council of the City of Cumming, Iowa, by Resolution which final approval and acceptance shall be noted on this Easement by the City Clerk.

Temporary Easement

Said temporary easement being more particularly described in two (2) segments as follows:

Segment 1

The South 130.00 feet of the North 170.00 feet of said Northwest 1/4 of the Northwest 1/4 of Section 17 lying East of the East right-of-way line of 15th Avenue and West of the West line of said Parcel 'M', EXCEPTING THEREFROM above described perpetual easement segment 1.

Containing 65,222 square feet, more or less.

Segment 2

The North 170.00 feet of the East 160.00 feet of said Northeast 1/4 of the Northeast 1/4 of Section 18 lying West of the West right-of-way line of 15th Avenue and lying South of the South right-of-way line of Highway G14 (Cumming Avenue), EXCEPTING THEREFROM above described perpetual easement segment 2.

Containing 9,998 square feet, more or less. Total area of Segment 1 and Segment 2 containing 75,220 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Temporary Construction Easement Area").

That said temporary construction easement is for the purpose of the City to grade and construct sanitary sewer improvements and shall be for a period of 12 months from the date construction commences, at which time the temporary construction easement will cease and terminate.

In connection herewith it is specifically agreed that by this temporary construction easement, the City, its employees, agents or representatives shall have the right during such 12 month period to enter upon the Temporary Construction Easement Area as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, the City shall not be liable for any injury or property damage occurring in or to the Temporary Construction Easement Area, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives. Further, except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or representatives, the Grantor shall not be liable for any injury or property damage occurring in the Easement Area. City agrees to indemnify and hold the Grantor, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of City or its employees, agents, or representatives.

The City shall restore the Temporary Construction Easement Area to substantially same condition prior to construction after construction of the aforementioned improvements.

That the Grantor does hereby covenant with the City, and successors in interest, that said Grantor holds the Temporary Construction Easement Area by title in fee simple; that it has good and lawful authority to sell and convey the same; that said Grantor covenants to warrant and defend the said Temporary Construction Easement Area against the lawful claims of all persons whomsoever, except as may be above stated.

Prepared By: Anthony J. Bellizzi, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 4

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, KC Real Estate, L.C., an Iowa limited company, (hereinafter "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto the CITY OF CUMMING, IOWA, a municipal corporation, in the County of Warren, State of Iowa, (hereinafter "City"), a perpetual sanitary sewer easement and a temporary construction easement under, over, on, through and across the following described real estate:

The Southeast 1/4 of Section 7, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.

Perpetual Easement

Said perpetual easement being a strip 30.00 feet in width lying 15.00 feet on each side of the following described line:

Commencing at the Southeast corner of said Section 7; thence South 89°28'27" West along the South line of said Southeast 1/4 of Section 7, 80.48 feet; thence North 00°06'27" West, 46.26 feet to the North right-of-way line of Highway G14 (Cumming Avenue), said point being the point of beginning; thence continuing North 00°06'27" West, 19.23 feet; thence North 85°53'29" West, 400.00 feet; thence North 88°42'07" West, 855.00 feet to the terminus.

Containing 38,227 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Easement Area").

That said perpetual sanitary sewer easement is for the purpose of the City constructing, repairing, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within the Easement Area. In connection herewith it is specifically agreed that by this Sanitary Sewer Easement, the City of Cumming shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

This Sanitary Sewer Easement shall be subject to the following terms and conditions:

1. Erection and Placement of Structure Prohibited. Grantor shall not, nor will Grantor allow any other person or entity, to erect any residence, garage, building or other permanent structure or similar obstruction, (except a fence, landscaping, or ground cover) under, over, on, through, across or within the Easement Area.

2. Change of Grade Prohibited. Grantor shall not change the grade elevation or contour of any part of the Easement Area without the prior written consent of the City.

3. Right of Access. The City shall have the right of reasonable access to the Easement Area, and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to the right to remove any unauthorized structures, obstructions, fences and plantings placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, including, but not limited to, grading, seeding of grassy areas disturbed by the work, repairing or replacing paved roadway, driveway, sidewalk or parking, and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, fences or structures located within the Easement Area.

5. Maintenance. Grantor shall keep and preserve the surface of the Easement Area in good repair and condition at all times and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the surface of the Easement Area.

6. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, and except as provided herein, the City shall not be liable for any injury or property damage occurring in or to the Easement Area, nor for property damage to any improvements or obstructions

thereon, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

7. Easement Benefit. This Easement shall be for the benefit of the City, the owners of the property abutting said Easement Area, and the owners of property lying within the City, but rights hereunder may be exercised only by the City and/or its designated agents.

8. Easement Runs with Land. This Easement shall be deemed to run with the land and shall be binding on the parties and on the heirs, successors and assigns of the parties hereto. Upon conveyance of the Easement Area by Grantor, the duties, obligations and liabilities of Grantor hereunder shall pass to such heirs, successors or assigns, and Grantor shall have no further duties, obligations or liabilities hereunder.

9. Warranties. Grantor does hereby covenant with the City that (1) Grantor holds the Easement Area by title in fee simple, subject only to easements and restrictions of record; (2) Grantor has good and lawful authority to convey the same; and (3) Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever except those claims arising through or under the City.

10. Construction. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

11. Approval of City Council. This Easement shall not be binding until it has received final approval and acceptance by the City Council of the City of Cumming, Iowa, by Resolution which final approval and acceptance shall be noted on this Easement by the City Clerk.

Temporary Easement

Said temporary easement being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence South 89°28'27" West along the South line of said Southeast 1/4 of Section 7, 39.87 feet; thence North 00°20'55" West, 42.84 feet to the North right-of-way line of Highway G14 (Cumming Avenue), said point being the point of beginning; thence North 85°39'57" West along said North right-of-way line, 490.39 feet; thence North 88°42'07" West along said North right-of-way line, 295.98 feet; thence South 86°23'05" West along said North right-of-way line, 385.94 feet; thence South 56°43'18" West along said North right-of-way line, 61.03 feet; thence South 89°27'58" West along said North right-of-way line, 85.00 feet; thence North

01°17'30" East, 166.00 feet; thence South 88°43'15" East, 849.23 feet; thence South 85°53'29" East, 453.88 feet to the West right-of-way line of 15th Avenue; thence South 00°20'55" East along said West right-of-way line, 99.64 feet to the point of beginning, EXCEPTING THEREFROM above described perpetual easement.

Containing 102,353 square feet, more or less, as depicted on the drawing attached hereto entitled "Easement Drawing" (hereinafter "Temporary Construction Easement Area").

That said temporary construction easement is for the purpose of the City to grade and construct sanitary sewer improvements and shall be for a period of 12 months from the date construction commences, at which time the temporary construction easement will cease and terminate.

In connection herewith it is specifically agreed that by this temporary construction easement, the City, its employees, agents or representatives shall have the right to enter upon the Temporary Construction Easement Area as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or representatives, not exempted by statute, the City shall not be liable for any injury or property damage occurring in or to the Temporary Construction Easement Area, that results from the City's reasonable exercise of its rights herein granted. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless from any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of the or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

The City shall restore the Temporary Construction Easement Area to substantially same condition prior to construction after construction of the aforementioned improvements.

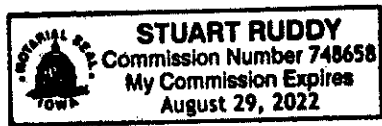
That the Grantor does hereby covenant with the City, and successors in interest, that said Grantor holds the Temporary Construction Easement Area by title in fee simple; that it has good and lawful authority to sell and convey the same; that said Grantor covenants to warrant and defend the said Temporary Construction Easement Area against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF WE have hereunto affixed our hands this 21st day of June, 2020.

William C. Krapp II
KC Real Estate, L.C.

STATE OF Iowa)
COUNTY OF Polk) ss.

On the 21st day of June, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Krapp II and _____, to me known, who, being by me duly sworn, did say that they are the Manager and _____ respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that William C. Krapp II and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Stuart Ruddy
Notary Public in and for the State of Iowa
My commission expires August 29, 2022

This section to be completed by City

Accepted by Resolution of the City Council of the City of Cumming on the _____ day of _____, 20____

TENANT CROP LOSS AGREEMENT

The City of Cumming, Iowa AND Paul King (hereinafter "Tenant")

The City of Cumming, Iowa (hereinafter 'CITY') has, or will, acquire an interest in property owned by Middlebrookhb, L.L.C. and Land Concepts, L.L.C. (hereinafter "Property Owner")

with said property interest consisting of a permanent sanitary sewer easement and a temporary easement for construction and said interest being acquired across the following described property:

Perpetual - A perpetual sanitary sewer easement located in Parcel 'M' in part of the West 1/2 of Section 17, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa as shown on the Plat of Survey thereof recorded in Instrument #: 2020-01460 in the Warren County Recorder's Office. Said perpetual easement being a strip 40.00 feet in width lying 20.00 feet on each side of the following described line or line extended:

Commencing at the Northwest corner of said Parcel 'M'; thence South 00°00'06" West along the West line of said Parcel 'M', 35.00 feet to the point of beginning; thence North 89°49'17" East, 724.97 feet; thence South 00°10'24" East, 357.90 feet; thence South 89°59'25" East, 266.80 feet to the East line of said Parcel 'M'. Containing 53,987 square feet, more or less.

Temporary - A temporary sanitary sewer easement located in Parcel 'M' in part of the West 1/2 of Section 17, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa as shown on the Plat of Survey thereof recorded in Instrument #: 2020-01460 in the Warren County Recorder's Office. Said temporary easement being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 'M'; thence North 89°49'17" East along the North line of said Parcel 'M', 759.86 feet to the Northeast corner thereof; thence South 00°10'23" East along the East line of said Parcel 'M', 362.89 feet to a North line of said Parcel 'M'; thence North 89°49'44" East along said North line, 230.24 feet to the East line of Parcel 'M'; thence Southeasterly along said East line and along a 3870.66 foot radius non-tangent curve concave to the East, 110.21 feet, said curve having a chord bearing of South 03°39'12" East, 110.20 feet; thence South 89°49'44" West, 356.93 feet; thence North 00°10'23" West, 342.88 feet; thence South 89°49'17" West, 640.26 feet to the West line of said Parcel 'M'; thence North 00°00'06" East along said West line, 130.00 feet to the point of beginning, EXCEPTING THEREFROM above described perpetual easement. Containing 111,633 square feet, more or less.

The above-named person(s) has been identified by the Property Owner as a tenant for farming purposes for crops on the property due to mature in 2020.

The CITY and the Property Owner have reached agreement on the compensation for the easement with said compensation including compensation for crops due to mature in 2020.

The Tenant agrees as follows:

1. Tenant agrees to settle with the Property Owner all obligations for either cash rent or crop share as the agreement between them provides, and the Tenant releases the CITY, and its Operating Contractor, from all responsibility for disputes which may occur between the Tenant and Property Owner with respect to allocation of compensation provided the Property Owner.
2. Tenant agrees to relinquish any rights or claims for purposes of agricultural production in the above identified easement area as of the date of execution of this agreement by the Tenant.
3. Tenant expressly waives its rights against the CITY under Section 6B.52 of the Code of Iowa as it relates to the future reduction in the crop yield within the above described area. Tenant agrees to settle any and all issues with respect to diminution or reduction in yield with the Property Owner.
4. Tenant will protect and defend the CITY and its Operating Contractor against all claims by the Property Owner, tenant suppliers and any other persons rendering services to the Tenant with respect to the above described property.

This Agreement is subject to approval by the City of Cumming, Iowa.

TENANT:

City of Cumming, Iowa

By Paul M. King

By: _____

Date: 0-22-20

Date: _____



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

June 16, 2020

Middleton Family, LLC
3930 Grand Ave #308
Des Moines IA 50312

Middlebrookhb, LLC/Land Concepts, LLC
12119 Stratford Dr B
Clive, IA 50325

CUMMING, IOWA
SOUTH TRUNK SEWER EXTENSION PHASE 3
CROP DAMAGE COMPENSATION

The City of Cumming is in the process of acquiring easements for construction of the South Trunk Sewer Extension Phase 3 project. Some of the ground that will be disrupted as a part of the sewer construction is currently in agricultural production.

A portion of the easement area on your property is in agricultural production. As a part of the easement agreement, the City wishes to offer compensation to the owners/tenant for crop damages. As such, we recently reached out to you indicating the estimated total area of your property in agricultural production, requesting a cost for crop damages related to the sewer construction.

It is the City's intent to pay crop damage compensation for all portions of the permanent and temporary easement used in agricultural production. Although it is recognized that some of the easement area (construction limits) may not experience much impact depending on the contractor's activities, since all of the easement area will be subject to construction, the damages will be calculated using the entire construction limits including both the permanent and temporary easement area.

It is our understanding that the tenant farmer for both the Middleton Family property and the Middlebrookhb-Land Concepts property is the same. The total area of permanent and temporary easement on the Middleton Family property and the Middlebrookhb-Land Concepts property combined is 6.01 acres. A review of the area indicates that approximately 5.0 acres of the total easement area for both properties is in agricultural production.

Middleton Family, LLC
Middlebrookhb, LLC/Land Concepts, LLC
June 16, 2020
Page 2

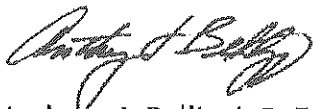
Based on the information you provided, it is our understanding the owners/tenant have agreed to the following compensation for crop damages related to the sewer construction:

Est. total agricultural production acres disturbed within construction limits: 5 Acres
2019 Warren County Average Soybean Yield: 52.3 Bushels per Acre
Chicago Board of Trade November Soybean Futures: \$8.74 per Bushel
Total Crop Damages: 5 Acres x 52.3 Bushel/Acre x \$8.74/Bushel = \$2,285.51
Total Crop Damage Compensation: \$2,300.00 (Rounded)

Crop damage payments will be made to the owners of the property. It will be the responsibility of the owners to allocate crop damages between its interest and any tenant farmer interest. Prior to receiving any crop damage payments, the tenant farmer must provide consent. Enclosed are Tenant Crop Loss Agreements that need to be executed by the Tenant.

If you have questions or concerns regarding the crop damage compensation offer, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



Anthony J. Bellizzi, P. E.

41237

cc: City of Cumming

NOTICE OF PUBLIC HEARING
CITY OF CUMMING

**AMENDING CHAPTER 55 ANIMAL PROTECTION
AND CONTROL**

Notice is hereby given that the City Council of the City of Cumming, Iowa, will conduct a public hearing on Monday, July 13, 2020, 7:00 P.M., at City Hall, 649 N. 44th Street, Cumming, Iowa, to receive comments on the following:

Amending the City of Cumming's Code of Ordinances,
Chapter 55 Animal Protection and Control

Additional information regarding this request may be obtained by contacting the Deputy Clerk at 981-9214.

Anyone wishing to comment on this matter should attend this hearing or submit written comments at any time prior to the hearing. Send comments to City of Cumming, P. O. Box 100, Cumming, IA, 50061

ORDINANCE 2020-03

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 55 ANIMAL PROTECTION AND CONTROL

BE IT ENACTED by the City Council of the City of Cumming, Iowa:

SECTION 1. CHAPTER MODIFIED. Chapter 55 of the Code of Ordinances of the City of Cumming, Iowa, is repealed and the following adopted in lieu thereof: See Attached Chapter 55 Animal Protection and Control.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and Approved by the Council the ____ day of _____, 2020.

Tom Becker, Mayor

ATTEST:

Angie Ritchie, Deputy Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance 2020-03 on the ____ day of _____, 2020.

Angie Ritchie, Deputy Clerk

CHAPTER 55

ANIMAL PROTECTION AND CONTROL

55.01 Definitions	55.09 Vicious Dogs
55.02 Animal Neglect	55.10 Rabies Vaccination
55.03 Livestock Neglect	55.11 Owner's Duty
55.04 Abandonment of Cats and Dogs	55.12 Confinement
55.05 Livestock	55.13 At Large: Impoundment
55.06 At Large Prohibited	55.14 Disposition of Animals
55.07 Damage or Interference	55.15 Pet Awards Prohibited
55.08 Annoyance or Disturbance	

55.01 DEFINITIONS. The following terms are defined for use in this chapter.

1. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
2. "Animal" means a nonhuman vertebrate.
(Code of Iowa, Sec. 717B.1)
3. "At large" means off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel.
4. "Business" means any enterprise relating to any of the following:
 - A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
5. "Fair" means any of the following:
 - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.
 - B. An exhibition of agricultural or manufactured products.
 - C. An event for operation of amusement rides or devices or concession booths.
6. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the *Code of Iowa*.
7. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.
(Code of Iowa, Sec. 717.1)
8. "Owner" means any person owning, keeping, sheltering or harboring an animal.
9. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

55.02 ANIMAL NEGLECT. It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means that causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B.3)

55.03 LIVESTOCK NEGLECT. It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means that causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

55.04 ABANDONMENT OF CATS AND DOGS. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

(Code of Iowa, Sec. 717B.8)

55.05 LIVESTOCK. It is unlawful for a person to keep livestock of any kind other than that which is allowed by this Code of Ordinances or except in compliance with the City's zoning regulations. See Chapter 56 for Urban Chickens for permit requirements.

55.06 AT LARGE PROHIBITED. It is unlawful for any owner to allow an animal to run at large within the corporate limits of the City.

55.07 DAMAGE OR INTERFERENCE. It is unlawful for the owner of an animal to allow or permit such animal to pass upon the premises of another thereby causing damage to, or interference with, the premises.

55.08 ANNOYANCE OR DISTURBANCE. It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking, or otherwise, or by running after or chasing persons, bicycles, automobiles or other vehicles.

55.09 VICIOUS DOGS. It is unlawful for any person to harbor or keep a vicious dog within the City. A dog is deemed to be vicious when it has attacked or bitten any person without provocation, or when propensity to attack or bite persons exists and is known or ought reasonably to be known to the owner.

55.10 RABIES VACCINATION. Every owner of a dog shall obtain a rabies vaccination for such animal. It is unlawful for any person to own or have a dog in said person's possession, six months of age or over, which has not been vaccinated against rabies. Dogs kept in State or federally licensed kennels and not allowed to run at large are not subject to these vaccination requirements.

(Code of Iowa, Sec. 351.33)

55.11 OWNER'S DUTY. It is the duty of the owner of any dog, cat, or other animal that has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

(Code of Iowa, Sec. 351.38)

55.12 CONFINEMENT. If a local board of health receives information that an animal has bitten a person or that a dog or animal is suspected of having rabies, the board shall order the owner to confine such

animal in the manner it directs. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such board, and after 10 days the board may humanely destroy the animal. If such animal is returned to its owner, the owner shall pay the cost of impoundment. This section does not apply if a police service dog or a horse used by a law enforcement agency and acting in the performance of its duties has bitten a person.

(Code of Iowa, Sec. 351.39)

55.13 AT LARGE: IMPOUNDMENT. Animals found at large in violation of this chapter shall be seized and impounded, or at the discretion of the peace officer, the owner may be served a summons to appear before a proper court to answer charges made thereunder.

55.14 DISPOSITION OF ANIMALS. When an animal has been apprehended and impounded, written notice shall be provided to the owner within two days after impoundment, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an unvaccinated dog, by having it immediately vaccinated. If the owner fails to redeem the animal within seven days from the date that the notice is mailed, or if the owner cannot be located within seven days, the animal shall be disposed of in accordance with law or destroyed by euthanasia.

(Code of Iowa, Sec. 351.37, 351.41)

55.15 PET AWARDS PROHIBITED.

(Code of Iowa, Ch. 717E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
 - D. An inducement or condition for executing a contract that includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
 - A. A pet shop licensed pursuant to Section 162.5 of the *Code of Iowa* if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Izaak Walton League of America; or organizations associated

with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

55.16 SANITATION

It is the duty of every person owning or having custody or control of an animal to clean up, remove and dispose of the feces deposited by such animal upon public property, park property, public right-of-way or the property of another person.

55.17 LIMIT OF NUMBER OF DOGS OR CATS ALLOWED

It shall be unlawful for an owner or occupant of a dwelling unit or residence, as defined in Chapter 165 of the Cumming Code, to harbor or house on or about the premises more than the following number of dogs and cats over the age of six months unless otherwise authorized in the Cumming Zoning Code.

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

Persons who own, possess, or keep more than five animals per household on the effective date of the ordinance codified in this section shall be permitted to continue to own, possess, or keep those animals only, but shall not be permitted to replace an animal which dies, is sold, transferred, or otherwise disposed of until the total number of animals per household is decreased to five.

[The next page is 281]

NOTICE OF PUBLIC HEARING

CITY OF CUMMING

AMENDING CHAPTER 69.09 TRUCK PARKING LIMITED

Notice is hereby given that the City Council of the City of Cumming, Iowa, will conduct a public hearing on Monday, July 13, 2020, 7:00 P.M., at City Hall, 649 N. 44th Street, Cumming, Iowa, to receive comments on the following:

Amending the City of Cumming's Code of Ordinances,
Chapter 69.09 Truck Parking Limited

Additional information regarding this request may be obtained by contacting the Deputy Clerk at 981-9214.

Anyone wishing to comment on this matter should attend this hearing or submit written comments at any time prior to the hearing. Send comments to City of Cumming, P. O. Box 100, Cumming, IA, 50061

ORDINANCE 2020-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 69.09 TRUCK PARKING LIMITED

BE IT ENACTED by the City Council of the City of Cumming, Iowa:

SECTION 1. CHAPTER MODIFIED. Chapter 69.09 of the Code of Ordinances of the City of Cumming, Iowa, is repealed and the following adopted in lieu thereof: See Attached Chapter 69.09 Truck Parking Limited.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and Approved by the Council the ____ day of _____, 2020.

Tom Becker, Mayor

ATTEST:

Angie Ritchie, Deputy Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance 2020-04 on the ____ day of _____, 2020.

Angie Ritchie, Deputy Clerk

CHAPTER 69

PARKING REGULATIONS

69.01 Park Adjacent to Curb
69.02 Parking on One-Way Streets
69.03 Angle Parking
69.04 Manner of Angle Parking
69.05 Parking for Certain Purposes Illegal
69.06 Parking Prohibited

69.07 Persons with Disabilities Parking
69.08 No Parking Zones
69.09 Truck Parking Limited
69.10 Snow Removal
69.11 Snow Routes
69.12 Loading Zones

69.01 PARK ADJACENT TO CURB. No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within 18 inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking and vehicles parked on the left-hand side of one-way streets.

(Code of Iowa, Sec. 321.361)

69.02 PARKING ON ONE-WAY STREETS. No person shall stand or park a vehicle on the left-hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left-hand wheels of the vehicle within 18 inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking.

(Code of Iowa, Sec. 321.361)

69.03 ANGLE PARKING. Angle or diagonal parking is permitted only in the following locations:

(Code of Iowa, Sec. 321.361)

1. North 44th Street, on the west side, from Cumming Avenue to North Alice Avenue.

69.04 MANNER OF ANGLE PARKING. Upon those streets or portions of streets that have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway or in the center of the roadway as indicated by such signs and markings. No part of any vehicle or the load thereon, when said vehicle is parked within a diagonal parking district, shall extend into the roadway more than a distance of 16 feet when measured at right angles to the adjacent curb or edge of roadway.

(Code of Iowa, Sec. 321.361)

69.05 PARKING FOR CERTAIN PURPOSES ILLEGAL. No person shall park a vehicle upon public property for more than 36 hours, unless otherwise limited under the provisions of this chapter, or for any of the following principal purposes:

(Code of Iowa, Sec. 321.236[1])

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under this Code of Ordinances.

69.06 PARKING PROHIBITED. No one shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. Crosswalk. On a crosswalk.
(Code of Iowa, Sec. 321.358[5])
2. Center Parkway. On the center parkway or dividing area of any divided street.
(Code of Iowa, Sec. 321.236[1])
3. Mailboxes. Within 20 feet on either side of a mailbox that is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.
(Code of Iowa, Sec. 321.236[1])
4. Sidewalks. On or across a sidewalk.
(Code of Iowa, Sec. 321.358[1])
5. Driveway. In front of a public or private driveway.
(Code of Iowa, Sec. 321.358[2])
6. Intersection. Within an intersection or within 10 feet of an intersection of any street or alley.
(Code of Iowa, Sec. 321.358[3])
7. Fire Hydrant. Within five feet of a fire hydrant.
(Code of Iowa, Sec. 321.358[4])
8. Stop Sign or Signal. Within 10 feet upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.
(Code of Iowa, Sec. 321.358[6])
9. Railroad Crossing. Within 50 feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
(Code of Iowa, Sec. 321.358[8])
10. Fire Station. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly sign posted.
(Code of Iowa, Sec. 321.358[9])
11. Excavations. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
(Code of Iowa, Sec. 321.358[10])
12. Double Parking. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
(Code of Iowa, Sec. 321.358[11])
13. Hazardous Locations. When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the Council may cause curbs to be painted with a yellow color and erect no parking or standing signs.
(Code of Iowa, Sec. 321.358[13])
14. Churches, Nursing Homes and Other Buildings. A space of 50 feet is hereby reserved at the side of the street in front of any theatre, auditorium, hotel having more than 25 sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall

be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(Code of Iowa, Sec. 321.360)

15. Alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than 10 feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. The provisions of this subsection do not apply to a vehicle parked in any alley that is 18 feet wide or less, provided that said vehicle is parked to deliver goods or services.

(Code of Iowa, Sec. 321.236[1])

16. Ramps. In front of a curb cut or ramp which is located on public or private property in a manner which blocks access to the curb cut or ramp.

(Code of Iowa, Sec. 321.358[15])

17. In More Than One Space. In any designated parking space so that any part of the vehicle occupies more than one such space or protrudes beyond the markings designating such space.

69.07 PERSONS WITH DISABILITIES PARKING. The following regulations shall apply to the establishment and use of persons with disabilities parking spaces:

1. Establishment. Persons with disabilities parking spaces shall be established and designated in accordance with Chapter 321L of the *Code of Iowa* and Iowa Administrative Code, 661-18. No unauthorized person shall establish any on-street persons with disabilities parking space without first obtaining Council approval.

2. Improper Use. The following uses of a persons with disabilities parking space, located on either public or private property, constitute improper use of a persons with disabilities parking permit, which is a violation of this Code of Ordinances:

(Code of Iowa, Sec. 321L.4[2])

A. Use by an operator of a vehicle not displaying a persons with disabilities parking permit.

B. Use by an operator of a vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Section 321L.2[1b] of the *Code of Iowa*.

C. Use by a vehicle in violation of the rules adopted under Section 321L.8 of the *Code of Iowa*.

3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:

A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A[1] of the *Code of Iowa* when utilizing a wheelchair parking cone.

B. A person shall not interfere with a wheelchair parking cone that is properly placed under the provisions of Section 321L.2A[1] of the *Code of Iowa*.

69.08 NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236[1])

1. North 43rd Street, on the west side, from Cumming Avenue to Alice Avenue.
2. Alice Avenue, on the south side, from North 44th Street to North 43rd Street.
3. Alice Avenue, on the south side, from North 43rd Street to the east end of the street.
4. Birch Avenue, on the south side, from North 44th Street to North 43rd Street.
5. North 43rd Street, on the west side, from Birch Avenue to Callison Avenue.
6. Cumming Avenue, on the north side, from North 44th Street to North 43rd Street (from north side of sidewalk to center of roadway).
7. Cumming Avenue, on the south side, from North 44th Street to North 43rd Street (from existing fence line to center of roadway).

69.09 TRUCK PARKING LIMITED. No person shall park a semi-trailer, passenger bus used for commercial or school purposes, any vehicle in excess of five (5) tons, or other motor vehicle with trailer attached with total weight in excess of five (5) tons in violation of the following regulations.

(Code of Iowa, Sec. 321.236[1])

1. Streets. Excepting only when such vehicle are actually engaged in the delivery or receiving of merchandise or cargo, no person shall park or leave unattended such vehicle, on any street within the City except for designated parking areas on the City truck routes. When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner which will not interfere with other traffic.
2. Noise. No such vehicle shall be left standing or parked upon any street, public or private parking lot, or drive of any service station between the hours of ten o'clock (10:00) p.m. and six o'clock (6:00) a.m. with the engine, auxiliary engine, air compressor, refrigerating equipment or other device in operation giving off audible sounds excepting only the drive of a service station when actually being serviced, and then in no event for more than thirty (30) minutes.
3. Livestock. No such vehicle containing livestock shall be parked on any street or highway for a period of time of more than thirty (30) minutes.

69.10 SNOW REMOVAL. No person shall park, abandon or leave unattended any vehicle on any public street, alley, or City-owned off-street parking area during snow removal operations unless the snow has been removed or plowed from said street, alley or parking area and the snow has ceased to fall.

(Code of Iowa, 321.236[1])

69.11 SNOW ROUTES. The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

(Code of Iowa, Sec. 321.236[12])

69.12 LOADING ZONES. It is unlawful to park any vehicle in any areas designated and properly marked as a loading zone, except while expeditiously loading or unloading.

[The next page is 345]

**Resolution 2020-43
City of Cumming**

**Resolution Accepting Public Infrastructure Improvements and
Approving the Final Plat of Great Western Crossing Plat 2**

WHEREAS, The Preliminary Plat and Construction Drawings were approved by the City of Cumming for the Great Western Crossing Plat 2 of the Great Western Crossing PUD; and,

WHEREAS, The City Engineer, Veenstra & Kimm, Inc. has completed an on-site review of the construction of the public infrastructure improvements for the Great Western Crossing Plat 2 and in the opinion of the City Engineer, the public infrastructure improvements were completed in substantial accordance with the plans and specifications; and,

WHEREAS, the City Engineer presented a letter report recommending final acceptance of the public infrastructure improvements and release of the final plat; and,

WHEREAS, the Final Plat for the Great Western Crossing Plat 2 has been reviewed by the Planning and Zoning Commission and recommends approval of the Final Plat; and

WHEREAS, the applicant will or has provided all supporting documentation required within the Cumming Subdivision Regulations prior to staff releasing this resolution and platting documents for recording at the County; and

WHEREAS, that any significant modifications to the Final Plat be reviewed and approved by the Planning and Zoning Commission and City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cumming, Warren County, Iowa, that

Section 1: The public infrastructure improvements constructed for the Great Western Crossing Plat 2 are hereby approved and accepted by the City.

Section 2: That the City Council does hereby approve the Final Plat of Great Western Crossing Plat 2 as described and shown in Attachment "A".

Passed and approved this 13th day of July, 2020.

Tom Becker, Mayor

Attest:

Angie Ritchie, Deputy Clerk

ROLL CALL VOTE:

Aye

Nay

Abstain

Absent

Cackler

Goode

Highfill

Hungerford

Ochanpaugh

INDEX LEGEND

LOCATION: S.E. 1/4 SEC. 8-77-25
 REQUESTOR: DILIGENT GWC, LLC
 PROPRIETOR: DILIGENT GWC, LLC
 SURVEYOR: KEVEN J. CRAWFORD
 COMPANY: COOPER CRAWFORD & ASSOCIATES
 475 S 50th ST., STE. 800,
 WDM, IA 50265
 RETURN TO: COOPER CRAWFORD & ASSOCIATES

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARINGS
C1	00°29'01"	670.00	17.35	8.57	17.35	N05°33'19"E
C2	006°47'10"	700.00	82.91	41.50	82.86	N02°54'10"E
C3	09°00'00"	25.00	39.27	25.00	35.36	N45°29'25"W
C4	005°18'09"	570.00	62.01	31.02	61.99	N02°09'40"E
C5	006°06'54"	730.00	77.91	38.99	77.87	S03°14'18"W
C6	089°56'43"	25.00	39.25	24.98	35.34	S44°28'57"W
C7	09°03'11"	25.00	39.29	25.02	35.37	S49°31'03"E
C8	09°00'00"	25.00	39.27	25.00	35.36	S44°30'35"E

**FINAL PLAT
 GREAT
 WESTERN
 CROSSING
 PLAT 2**

Cumming, Iowa
 OWNER / DEVELOPER

DILIGENT GWC, LLC
 1219 STRATFORD DR.
 CLIVE, IA 50325
 515-309-0705

ZONING
 GREAT WESTERN CROSSING P.U.D.

SETBACKS
 FRONT -35'
 REAR -35'
 SIDE -10'
 *50' ALONG CUMMING ROAD

LEGAL DESCRIPTION

A PART OF PARCEL 'N', OF THE PLAT OF SURVEY, RECORDED BOOK 2016, PAGE 9567, CUMMING, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. IN THE CITY OF CUMMING, WARREN COUNTY, IOWA; THENCE S89°30'35"W, 251.62 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, TO THE POINT OF BEGINNING; THENCE S89°30'35"W, 380.00 FEET ALONG SAID SOUTH LINE; THENCE N00°29'25"W, 941.23 FEET; THENCE S83°42'15"E, 226.28 FEET TO A 670.00 FEET RADIUS CURVE, SAID CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, 17.35 FEET ALONG SAID CURVE, SAID CURVE HAS A CHORD LENGTH OF 17.35 FEET AND A CHORD BEARING OF S05°33'19"W; THENCE S89°11'16"E, 157.81 FEET TO THE WEST LINE OF GREAT WESTERN CROSSING PLAT 1, AN OFFICIAL PLAT, RECORDED BOOK 2018, PAGE 08509, CUMMING, WARREN COUNTY, IOWA; THENCE S00°29'25"E, 882.66 FEET ALONG SAID WEST LINE AND TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 7.96 ACRES MORE OR LESS.
 SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

- LOTS 'A', 'B', AND 'C' TO BE DEDICATED TO THE CITY FOR RIGHT-OF-WAY PURPOSES
- A HOME OWNERS ASSOCIATION WILL BE ESTABLISHED FOR MAINTENANCE OF THE STORM WATER DETENTION POND.
- TRAIL ADJACENT TO LOTS 1 & 19 WILL BE INSTALLED BY HOMEOWNERS AT TIME OF HOME CONSTRUCTION.
- ALL P.U.E.'S ARE PUBLIC.
- ADJOINING SIDEWALK AND TRAIL WILL BE INSTALLED BY THE OWNERS OF THE INDIVIDUAL LOTS AT THE TIME WHEN THE LOTS ARE DEVELOPED OR WHEN REQUESTED BY THE CITY OF CUMMING.

LEGEND

- PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PROFESSIONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 KEVEN J. CRAWFORD, P.L.S. IOWA LICENSE NO. 13156
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET ONLY

COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

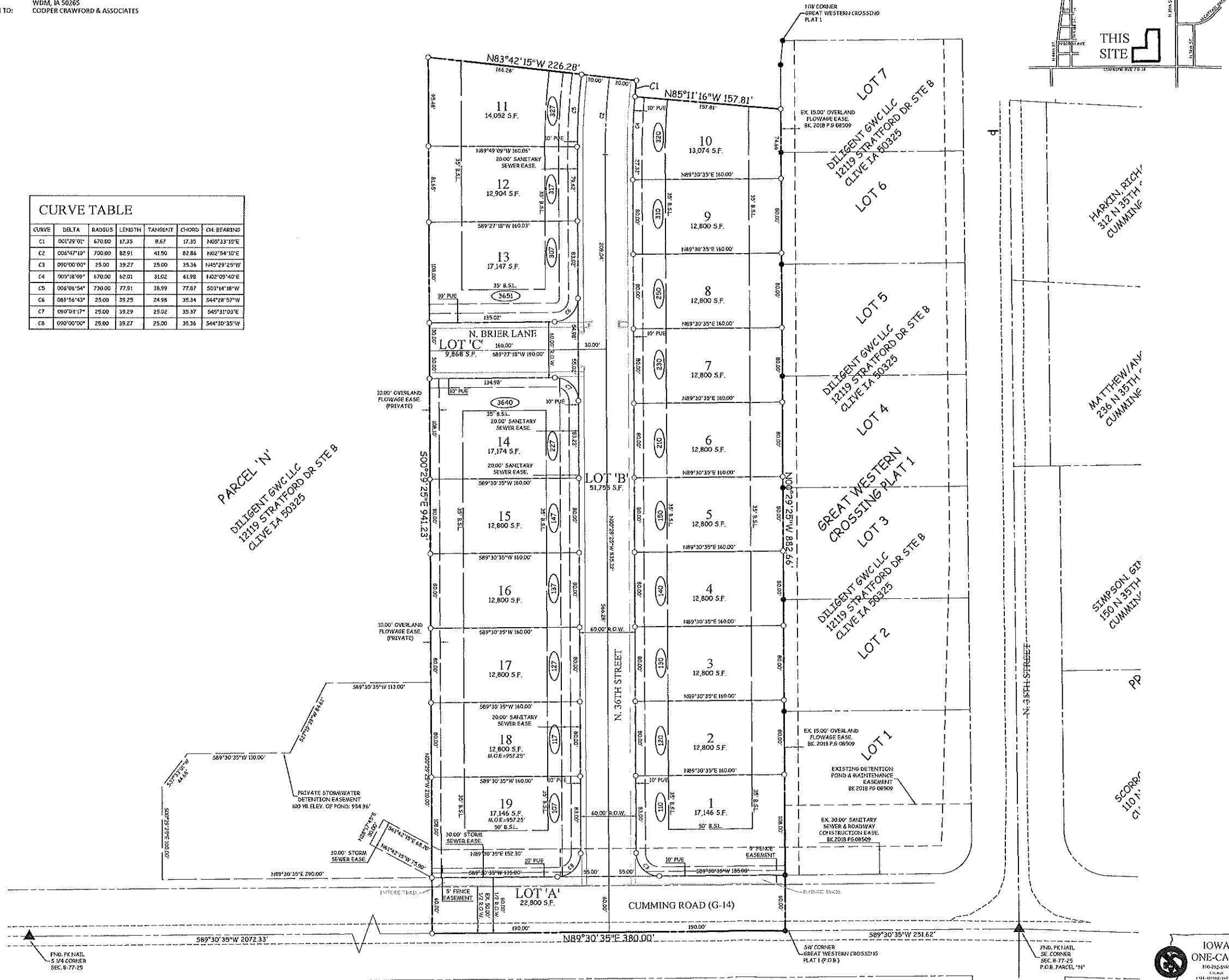
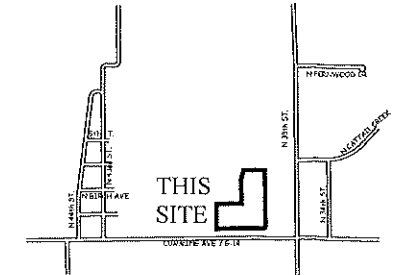
DATE: 4-2-2020
 REVISIONS: 4-21-2020
 4-27-2020

APPROVED: (X-X-2003) INITIALS: XXX AS-BUILT: (X-X-2003)

SCALE: 1"=50'

JOB NUMBER
CC 2107

SHEET
1 OF 1



RECEIVED JUL - 8 2020



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000 (WATS)

July 8, 2020

Angie Ritchie
Deputy City Clerk
City of Cumming
649 N. 44th Street
P.O. Box 100
Cumming, Iowa 50061-0100

CUMMING, IOWA
GREAT WESTERN CROSSING PLAT 2
GREAT WESTERN CROSSING PLAT 3
ENGINEERING REPORT FOR ACCEPTANCE OF IMPROVEMENTS AND RELEASE OF
FINAL PLATS

This letter is to report that Veenstra & Kimm, Inc. has conducted an on-site review of the construction of the Great Western Crossing Plat 2 and Plat 3 infrastructure improvements project. The project began with a pre-construction conference on October 17, 2019. Construction of the project began on November 5, 2019. The project was completed on July 6, 2019, including required testing of public utility improvements.

A walk thru inspection of the public improvements was conducted on July 7, 2019 with representatives of the developer and Veenstra & Kimm, Inc. A list of remaining work/repair (punch list) items was established during the walk through that was provided to the developer. The remaining work items are now being completed by the developer and will be reviewed by Veenstra & Kimm, Inc. for final concurrence of completion of all punch list items.

As City Engineer, it is our opinion that the work performed for the project public improvements is in substantial accordance with the approved Preliminary Plat and Construction Drawings and applicable City Standards.

Our recommendation is for final acceptance of the completed improvements and release of both Final Plats upon receipt of the following documents by the City:

1. Concurrence from City Engineer that all punch list items are completed.
2. As-Constructed Plans.

*West Des Moines, IA • Coralville, IA • Dubuque, IA • Mason City, IA • Sioux City, IA
Cedar Rapids, IA • Rock Island, IL • Springfield, IL • Liberty, MO • Rochester, MN*


RECEIVED JUL - 8 2020

Angie Ritchie
July 8, 2020
Page 2

3. All Field-Testing Data for public infrastructure including sewer testing and video inspection, compaction test data, concrete test data for air, slump, thickness and compressive strength.
4. Approval of water main infrastructure by DMWW.
5. Approved Shop Drawings for all materials.
6. IDNR Permits for Sanitary Sewer and Water Main Construction.
7. Maintenance Surety to warrant design, material, installation, and workmanship of public improvements to be dedicated to the City for a period of 4 years.
8. Executed Stormwater Management Facilities Maintenance Covenant.
9. Spreadsheet with service location ties for water stop boxes.
10. Any other required documents for release of Final Plat for recording.

If you have any questions or comments concerning the project, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.



Anthony J. Bellizzi, P.E.

41233-028

**CITY OF CUMMING, IOWA
GREAT WESTERN CROSSING PLAT 2 AND 3
Revised Punch List
July 7, 2020**

A walk through for Great Western Crossing Plat 2 and 3 project in Cumming was held on July 7, 2020.

Attendees:

Veenstra & Kimm, Inc.:	Tony Bellizzi, Tim Kelly
Underground Company:	Brandon, Adam
Sternquist Construction:	Curt
Cooper-Crawford:	Chris Thompson

Listed below are the items needing corrected prior to final approval and acceptance of the project.

1. ST#11, Sta. 0+75, silk sock around intake.
2. Finish sealing pavement.
3. ST#14, Sta. 0+26, FES needs erosion control measures.
4. Add mailbox pads and locations.
5. Complete final backfill at intersections and around ADA sidewalk ramps.
6. Hydro mulch job site for erosion control protection until the seeding period begins.
7. Confirm issues with grading for property owner's pond to the north of the subdivision have been corrected to the satisfaction of the owner.
8. Clean all trash and debris from job site.
9. Provide and implement erosion control plan downstream of south dry detention pond to prevent loss of soils from site during final surface restoration and lot development. The design of this detention pond does not allow for a temporary standpipe for erosion control. Other erosion control measures will need to be implemented.

RECOMMENDATION BY THE PLANNING & ZONING COMMISSION

Recommendation: Aye {Yes} 4 Nay {No} 0
How Many How Many

APPROVE FINAL PLAT FOR GREAT WESTERN CROSSING PLAT 2

Further Review Requested:

By Mayor/City Council By City Attorney By City Planner

Additional Information:

INFRASTRUCTURE IMPROVEMENTS MUST BE COMPLETED AND
A RECOMMENDATION FOR FINAL ACCEPTANCE BY THE CITY
ENGINEER ISSUED PRIOR TO THIS GOING TO COUNCIL.

Requested Action To Be Taken By The City Council:

Motion
 Resolution
 Ordinance

Date: 5/4/20 Signature: 
Chair/Vice Chair/Secretary

**Resolution 2020-44
City of Cumming**

**Resolution Accepting Public Infrastructure Improvements and
Approving the Final Plat of Great Western Crossing Plat 3**

WHEREAS, The Preliminary Plat and Construction Drawings were approved by the City of Cumming for the Great Western Crossing Plat 3 of the Great Western Crossing PUD; and,

WHEREAS, The City Engineer, Veenstra & Kimm, Inc. has completed an on-site review of the construction of the public infrastructure improvements for the Great Western Crossing Plat 3 and in the opinion of the City Engineer, the public infrastructure improvements were completed in substantial accordance with the plans and specifications; and,

WHEREAS, the City Engineer presented a letter report recommending final acceptance of the public infrastructure improvements and release of the final plat; and,

WHEREAS, the Final Plat for the Great Western Crossing Plat 3 has been reviewed by the Planning and Zoning Commission and recommends approval of the Final Plat; and

WHEREAS, the applicant will or has provided all supporting documentation required within the Cumming Subdivision Regulations prior to staff releasing this resolution and platting documents for recording at the County; and

WHEREAS, that any significant modifications to the Final Plat be reviewed and approved by the Planning and Zoning Commission and City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cumming, Warren County, Iowa, that

Section 1: The public infrastructure improvements constructed for the Great Western Crossing Plat 3 are hereby approved and accepted by the City.

Section 2: That the City Council does hereby approve the Final Plat of Great Western Crossing Plat 3 as described and shown in Attachment "A".

Passed and approved this 13th day of July, 2020.

Tom Becker, Mayor

Attest:

Angie Ritchie, Deputy Clerk

ROLL CALL VOTE:

Aye

Nay

Abstain

Absent

Cackler

Goode

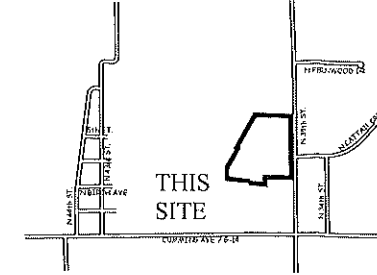
Highfill

Hungerford

Ochanpaugh

INDEX LEGEND
 LOCATION: S.E. 1/4 SEC. 8-77-25
 REQUESTOR: DILIGENT GWC, LLC
 PROPRIETOR: DILIGENT GWC, LLC
 SURVEYOR: KEVEN J. CRAWFORD
 COMPANY: COOPER CRAWFORD & ASSOCIATES
 475 S 50th ST., STE. 800,
 WEST DES MOINES, IA 50265
 RETURN TO: COOPER CRAWFORD & ASSOCIATES

816 OTTER CREEK LLC
 5518 LITTLE LEAF TR.
 WEST DES MOINES IA 50264



VICINITY SKETCH
 NO SCALE.

- NOTES**
1. LOTS 'A', 'B', AND 'C' TO BE DEDICATED TO THE CITY FOR RIGHT-OF-WAY PURPOSES.
 2. A HOME OWNERS ASSOCIATION WILL BE ESTABLISHED FOR MAINTENANCE OF THE STORM WATER DETENTION BASIN AND THE PRIVATE STORM SEWER AND OVERLAND STORMWATER DRAINAGE SWALES.
 3. ADJOINING SIDEWALK AND TRAIL WILL BE INSTALLED BY THE OWNERS OF THE INDIVIDUAL LOTS AT THE TIME WHEN THE LOTS ARE DEVELOPED OR WHEN REQUESTED BY THE CITY OF CUMMING.
 4. ALL P.U.E. ARE PUBLIC.

FINAL PLAT
GREAT WESTERN CROSSING PLAT 3
 CUMMING, IOWA

OWNER / DEVELOPER
 DILIGENT GWC, LLC
 12119 STRATFORD DR.
 CLIVE, IA 50325
 515-309-0705

ZONING
 GREAT WESTERN CROSSING P.U.D.

SETBACKS
 FRONT - 35'
 REAR - 35'
 SIDE - 10'

LEGAL DESCRIPTION
 A PART OF PARCEL 'N', OF THE PLAT OF SURVEY, RECORDED BOOK 2016, PAGE 9567, CUMMING, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M., IN THE CITY OF CUMMING, WARREN COUNTY, IOWA; AND THE SOUTHEAST CORNER OF GREAT WESTERN CROSSING PLAT 1, AN OFFICIAL PLAT RECORDED BOOK 2018, PAGE 08509, CUMMING, WARREN COUNTY, IOWA; THENCE N00°49'29"W, 956.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 AND THE EAST LINE OF GREAT WESTERN CROSSING PLAT 1 TO THE NORTHEAST CORNER OF GREAT WESTERN CROSSING PLAT 1 AND TO THE POINT OF BEGINNING; THENCE S89°30'35"W, 243.66 FEET ALONG THE NORTH LINE OF GREAT WESTERN CROSSING PLAT 1 TO THE NORTHWEST CORNER OF GREAT WESTERN CROSSING PLAT 1; THENCE S04°44'53"W, 26.09 FEET ALONG THE WEST LINE OF GREAT WESTERN CROSSING PLAT 1; THENCE S00°49'29"E, 47.34 FEET ALONG THE WEST LINE OF GREAT WESTERN CROSSING PLAT 1; THENCE N89°11'16"W, 157.81 FEET TO A 670.00 FEET RADIUS CURVE, SAID CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 17.35 FEET ALONG SAID CURVE, SAID CURVE HAS A CHORD LENGTH OF 17.35 FEET AND A CHORD BEARING OF N05°33'15"E; THENCE N83°42'15"W, 226.28 FEET; THENCE N00°29'25"W, 107.50 FEET; THENCE N30°10'11"E, 219.68 FEET; THENCE N59°49'49"W, 31.53 FEET; THENCE N30°10'11"E, 363.65 FEET TO THE NORTH LINE OF SAID PARCEL 'N'; THENCE N89°41'16"E, 352.14 FEET ALONG THE NORTH LINE OF SAID PARCEL 'N' TO THE NORTHEAST CORNER OF SAID PARCEL 'N' AND THE EAST LINE OF SAID SECTION 8; THENCE S00°49'29"E, 609.53 FEET ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.462 ACRES MORE OR LESS.
 SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	001°29'01"	670.00	17.35	8.67	17.35	N05°33'15"E
C2	030°59'40"	600.00	324.57	166.36	320.63	S78°19'39"E
C3	011°14'14"	700.00	137.29	68.86	137.07	S11°54'52"W
C4	005°34'22"	630.00	61.28	30.66	61.25	S89°02'18"E
C5	09°00'00"	25.00	39.27	25.00	35.36	S45°49'29"E
C6	007°58'06"	630.00	87.62	43.88	87.54	S81°16'04"E
C7	089°11'00"	25.00	37.17	22.98	33.84	N60°07'29"E
C8	004°39'09"	670.00	54.41	27.22	54.19	N15°12'24"E
C9	006°35'04"	670.00	77.00	38.54	76.56	N39°39'17"E
C10	001°29'01"	670.00	17.35	8.67	17.35	N05°33'15"E
C11	006°04'54"	730.00	77.91	38.99	77.87	S09°21'12"W
C12	005°07'20"	730.00	65.26	32.65	65.24	S14°58'19"W
C13	089°11'00"	25.00	37.17	22.98	33.84	S25°03'31"E
C14	007°49'12"	630.00	89.99	43.06	89.92	S13°44'25"E
C15	002°37'50"	970.00	26.17	13.09	26.17	N61°04'44"W
C16	009°49'59"	970.00	97.82	49.03	97.70	N67°22'33"W
C17	009°49'59"	970.00	97.82	49.03	97.70	N77°12'38"W
C18	008°41'52"	570.00	86.53	43.35	86.45	N84°28'33"W
C19	09°00'00"	25.00	39.27	25.00	35.36	S44°10'31"W

- LEGEND**
- PLAT BOUNDARY
 - SECTION CORNER
 - FOUND CORNER, AS NOTED
 - SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
 - IRON ROD
 - G.P. GAS PIPE
 - D. DEEDED DISTANCE
 - M. MEASURED DISTANCE
 - P. PREVIOUSLY RECORDED DISTANCE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - ADDRESS
 - B.S.L. BUILDING SETBACK LINE
 - M.O.E. MINIMUM OPENING ELEVATION
 - M.P.E. MINIMUM PROTECTION ELEVATION
 - N.R. NOT RADIAL

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, P.E. IOWA LICENSE NO. 13156
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET ONLY

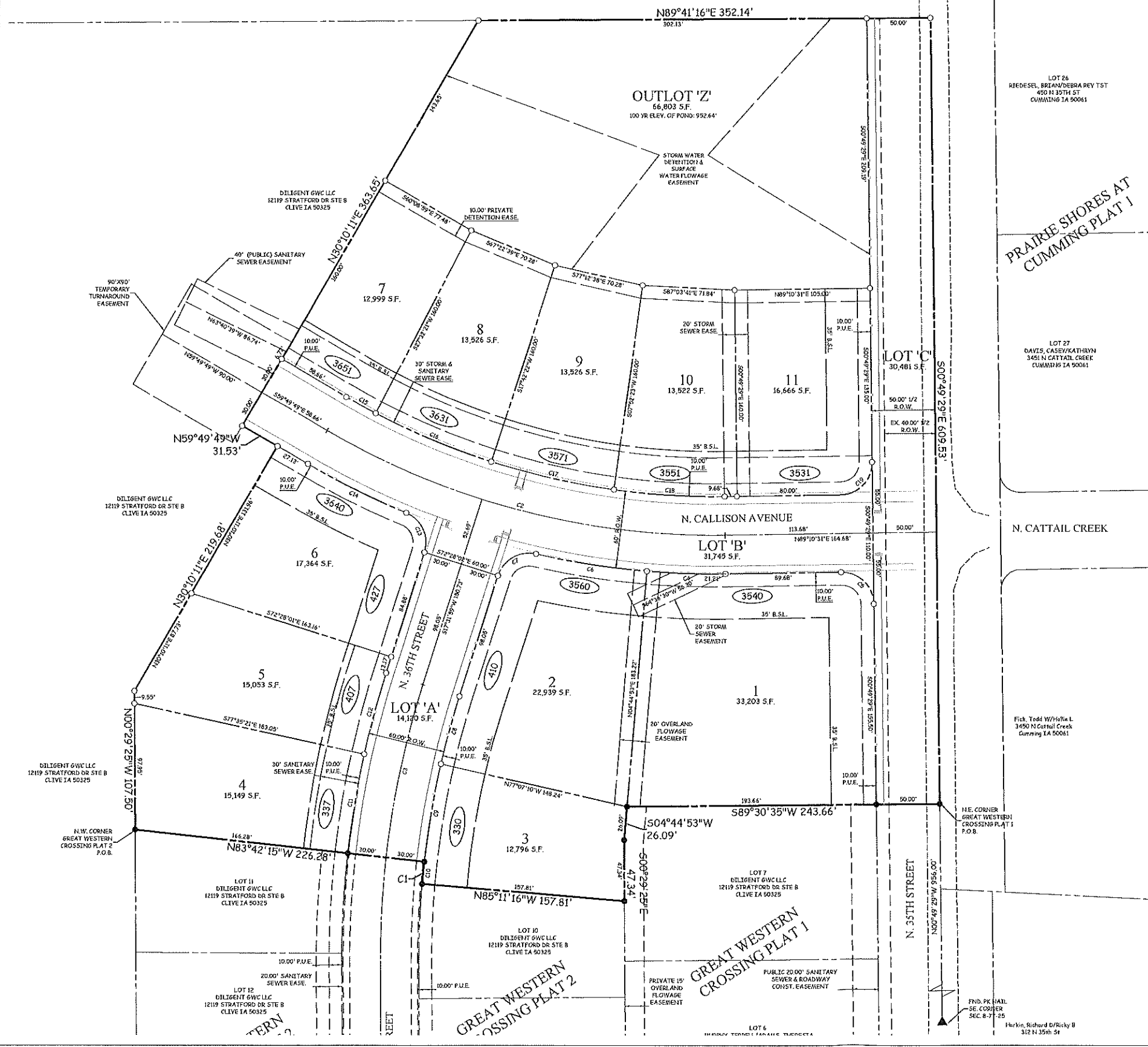
COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 4-2-2020
 REVISIONS: 4-27-2020

JOB NUMBER
CC 2205

APPROVED: (X-X-2005) INITIALS: XXX AS-BUILT: (X-X-2003)
FINAL PLAT
 GREAT WESTERN CROSSING PLAT 3

SHEET
 1 OF 1



PRAIRIE SHORES AT
 CUMMING PLAT 1

N. CATTAIL CREEK

N.E. CORNER
 GREAT WESTERN
 CROSSING PLAT 1
 P.O.B.

FRID. PK. HALL
 SE. CORNER
 SEC. 8-77-25
 Harkin, Richard D/Ricky B
 312 N 35th St

RECOMMENDATION BY THE PLANNING & ZONING COMMISSION

Recommendation: Aye {Yes} 4 Nay {No} 0
How Many How Many
APPROVE FINAL PLAT FOR GREAT WESTERN CROSSING PLAT 3

Further Review Requested:

- By Mayor/City Council By City Attorney By City Planner

Additional Information:

INFRASTRUCTURE IMPROVEMENTS MUST BE COMPLETED AND APPROVED BY CITY ENGINEER, A RECOMMENDATION FOR FINAL ACCEPTANCE MUST BE ISSUED BY CITY ENGINEER PRIOR TO THIS GOING TO COUNCIL.

Requested Action To Be Taken By The City Council:

- Motion
 Resolution
 Ordinance

Date: 5/4/20

Signature: 

Chair/Vice Chair/Secretary

**Resolution 2020-45
City of Cumming**

**Set a Date for a Public Hearing to Amend the
Code of Ordinances, City of Cumming, Iowa, by Amending
Chapter 90 Water Service System**

WHEREAS, The City Council desires to consider amending Chapter 90 – Water Service System, and

WHEREAS, Iowa Law requires a Public Hearing be held before the Council prior to amending any changes in the Code of Ordinances,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of City of Cumming, Iowa, as follows:

Section 1. This Council will meet at the Cumming City Hall, Cumming, Iowa, on the 10th day of August, 2020, 7:00 P.M. at which time and place it will hold a public hearing on amending the Code of Ordinances for the City of Cumming.

Section 2. The City Clerk shall post notice of said hearing, which posting shall be at the three public places in said City which have been permanently designated by ordinance, and such posting shall be at least 4 days but not more than 20 days prior to any action by the City Council.

Passed and approved this 13th day of July, 2020.

Tom Becker, Mayor

Attest:

Angie Ritchie, Deputy Clerk

NOTICE OF PUBLIC HEARING

CITY OF CUMMING

AMENDING CHAPTER 90 WATER SERVICE SYSTEM

Notice is hereby given that the City Council of the City of Cumming, Iowa, will conduct a public hearing on Monday, August 10, 2020, 7:00 P.M., at City Hall, 649 N. 44th Street, Cumming, Iowa, to receive comments on the following:

Amending the City of Cumming's Code of Ordinances,
Chapter 90 Water Service System

Additional information regarding this request may be obtained by contacting the Deputy Clerk at 981-9214.

Anyone wishing to comment on this matter should attend this hearing or submit written comments at any time prior to the hearing. Send comments to City of Cumming, P. O. Box 100, Cumming, IA, 50061

ORDINANCE 2020-05

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CUMMING, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 90 WATER SERVICE SYSTEM

BE IT ENACTED by the City Council of the City of Cumming, Iowa:

SECTION 1. CHAPTER MODIFIED. Chapter 90 of the Code of Ordinances of the City of Cumming, Iowa, is repealed and the following adopted in lieu thereof: See Attached Chapter 90.12 Sharing Main Costs.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and Approved by the Council the ____ day of _____, 2020.

Tom Becker, Mayor

ATTEST:

Angie Ritchie, Deputy Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance 2020-05 on the ____ day of _____, 2020.

Angie Ritchie, Deputy Clerk

CHAPTER 90

WATER SERVICE SYSTEM

90.01 Definitions

90.02 Mandatory Connections

90.03 Water Service Provided by Des Moines Water Works

90.04 Permits

90.05 Fees and Charges

90.06 Collections and Liens

90.07 Compliance with Plumbing Code

90.08 Plumber Required

90.09 Failure to Maintain

90.10 Completion by the City

90.11 Operation of Curb Stop and Hydrants

90.01 DEFINITIONS. The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Des Moines Water Works" means the City water utility organized under Chapter 388, *Code of Iowa*, which is officially known as the Board of Water Works Trustees of the City of Des Moines, Iowa.
4. "Superintendent" means the Des Moines Water Works.
5. "Water main" means a water supply pipe provided for public or community use.
6. "Water service pipe" means the pipe from the water main to the building served.
7. "Water system" means all public facilities for securing, collecting, storing, pumping, treating and distributing water.

90.02 MANDATORY CONNECTIONS. All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

90.03 WATER SERVICE PROVIDED BY DES MOINES WATER WORKS. Water service to all customers, within and without the City, that are connected to the water system of the City shall be provided by the Des Moines Water Works, from and after January 1, 2007, pursuant to the terms of a Chapter 28E Agreement between the City and the Des Moines Water Works. All such service shall be provided directly by Des Moines Water Works as the water service provider to customer and shall be pursuant to the rates, fees, rules, and regulations established by the Des Moines Water Works from time to time.

90.04 PERMITS. Before any person makes a connection with the public water system, a written permit must be obtained from the Des Moines Water Works as provided in its rules and regulations.

90.05 FEES AND CHARGES. Fees and charges for permits, taps, connections, and all other services, including system development fees, shall be established by, and collected by, the Des Moines Water Works.

90.06 COLLECTIONS AND LIENS. The Des Moines Water Works shall have, and may exercise, all authority for collection of water rates and charges granted by law, including discontinuing service and imposition of liens as provided by law.

90.07 COMPLIANCE WITH PLUMBING CODE. The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of the International Plumbing Code.

90.08 PLUMBER REQUIRED. All installations of water service pipes and connections to the water system shall be made by a plumber licensed by the State, except that Des Moines Water Works shall be allowed to make routine service line repairs in connection with water main repairs.

90.09 FAILURE TO MAINTAIN. When any portion of the water service pipe, which is the responsibility of the property owner, becomes defective or creates a nuisance, and the owner fails to correct such nuisance, the Des Moines Water Works may do so, and the City may assess the costs thereof to the property.

90.10 COMPLETION BY THE CITY. Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with, and in the same manner as, general property taxes.

90.11 OPERATION OF CURB STOP AND HYDRANTS. It is unlawful for any person, except the Des Moines Water Works or authorized City personnel, to turn water on at the curb stop, and no person, unless specifically authorized by the City or the Des Moines Water Works, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

90.12 SHARING OF MAIN COSTS.

Where there are properties being developed that are separated by public access or streets and the properties can be served by one water main, Des Moines Water Works shall determine the side of the street on which the main will be located. The cost of installation of the main shall be borne by the developer who first develops the adjacent public access. Any person, firm or corporation who develops the property on the opposite side of the public access shall be required to pay the developer who originally installed said main, one-half the per foot cost of the installation times the number of frontage feet owned by the person, firm or corporation desiring to make said connection, subject to the following:

1. The initial developer shall provide documentation of all costs related to installation of the main to the City prior to acceptance of final plat.
2. No reimbursement shall be made after the expiration of ten years from acceptance of the final plat.
3. Any person, firm or corporation which becomes insolvent or ceases to do business after the signing of an agreement contemplated by this policy shall not be entitled to reimbursement and any agreement shall become null and void.

[The next page is 405]



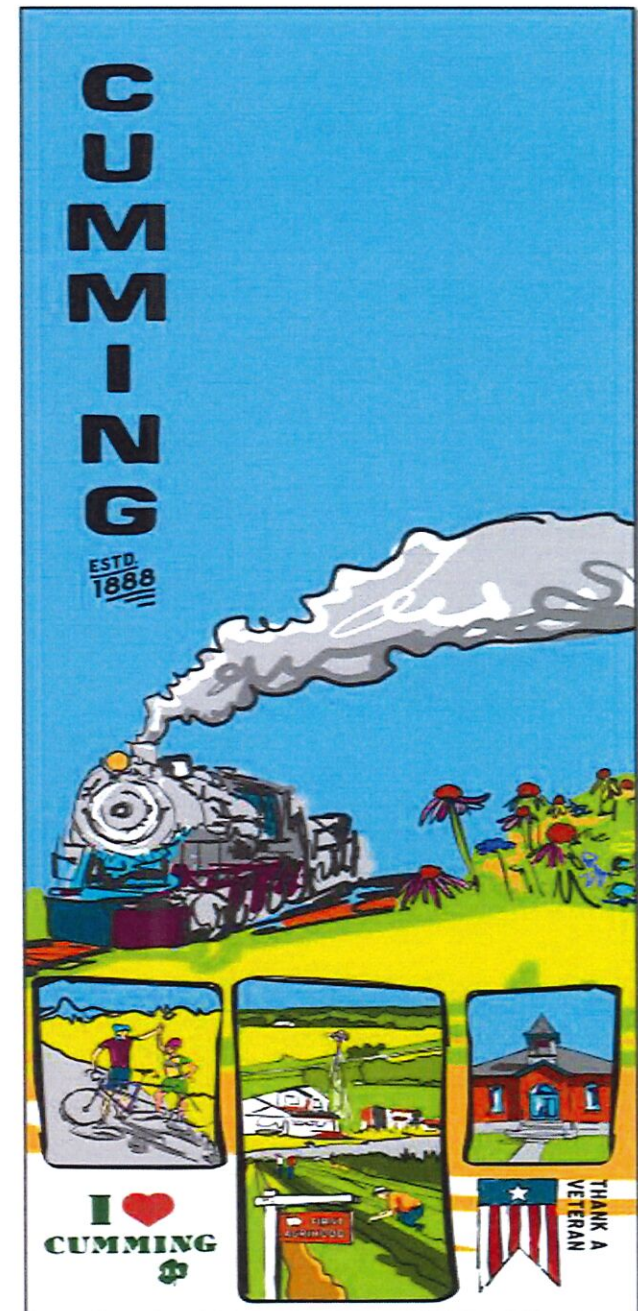
Water Tower Art Update
July 13, 2020

Topics

1. Design Update
2. Council Decision on Sign Slogan
3. Propane Tank
4. Fundraising

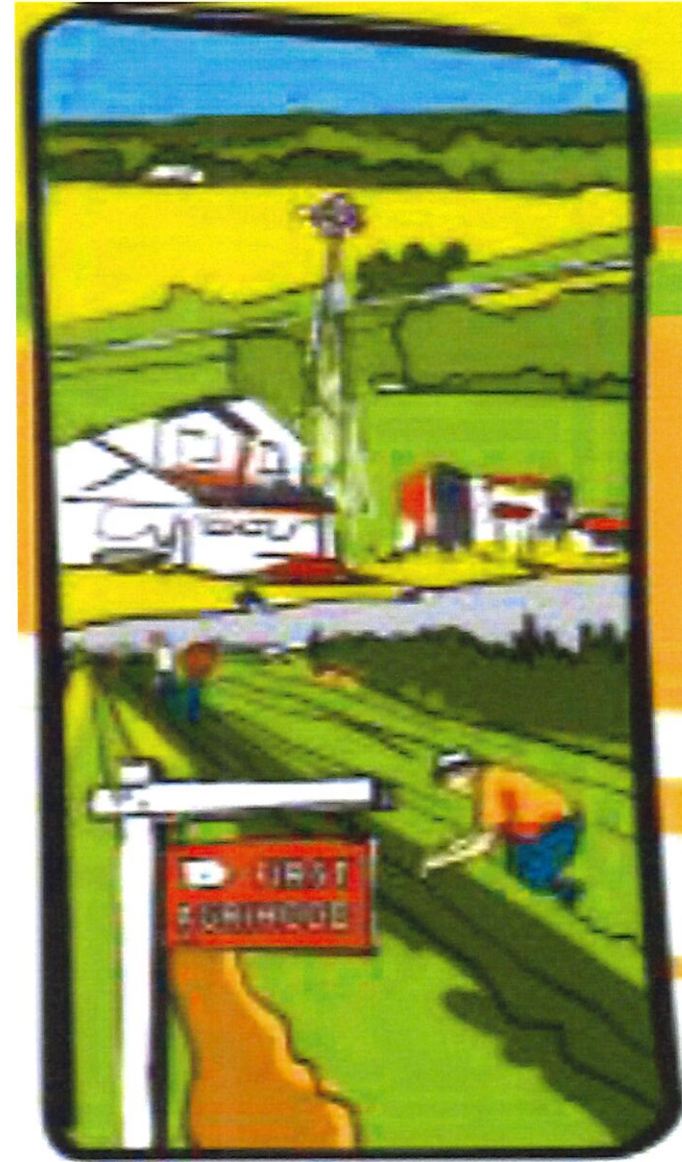
Updated Design

- Not able to use church and house
- Replaced with school house and agrihood style design
- See accompanying design update from Ben Schuh
- Contract start date approximately July 27
- Deputy Clerk coordinating with Central Tank on base coat painting



Sign Slogan

- **Council decision:**
 - “First Agrihood”
 - Council defines another slogan
 - Remove sign



Propane Tank At The Park

- CHTP recommends Central Tank paint the propane tank with a base color selected by Ben Schuh.
- Ben Schuh will present a design proposal for the propane tank with cost.
 - Initial suggestion is a wildflower design.
- Does Council agree?

Fundraising Update

- Bike Shirt concept - see accompanying design update from Ben Schuh
- Sponsorship Brochure - see accompanying flyer
- Potential co-marketing opportunities with Distillery, Cumming Tap, Diligent Development
- CHTP will be looking for local vendors to print flyers , shirts, etc.



Big News

The Cumming Water Tower is getting a beautiful face lift! The beautification project designed by renowned Iowa artist Ben Schuh will surely be the talk of Warren County, and bring many visitors to our beautiful community. This is a true community project, and your support will help make this and future projects a reality!

Community Partner

*\$501.00+
DONATION*

- Business or Individual will receive Community Partner listing on the sign next to the water tower
- Business or Individual will receive Community Partner listing on future marketing associated with the new water tower
- Business or Individual will receive Community Partner recognition on future social media associated with the project

Community Advocate

*\$101.00-\$500.00
DONATION*

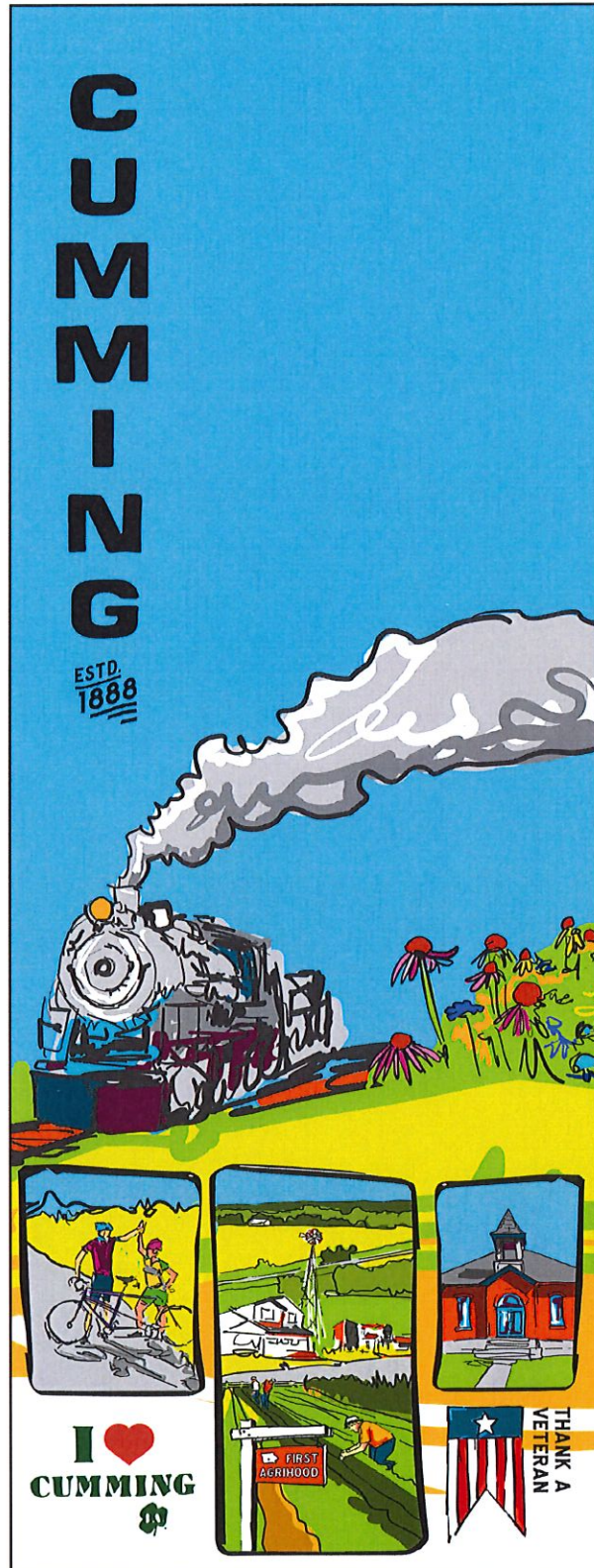
- Business or Individual will receive Community Advocate listing on the sign next to the water tower
- Business or Individual will receive Community Advocate listing on future marketing associated with the new water tower
- Business or Individual will receive Community Advocate recognition on future social media associated with the project

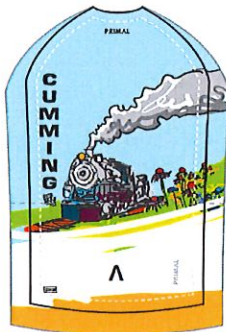
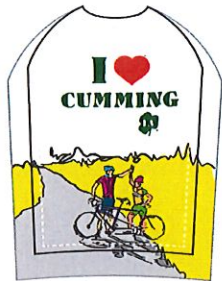
Community Sponsor

\$5.00-\$100.00 DONATION

- Business or Individual will receive Community Sponsor recognition on the City of Cumming website
- Business or Individual will receive Community Sponsor recognition on the Cumming Hometown Pride Facebook Page







RESOLUTION 2020-46
LICENSE AGREEMENT
BETWEEN
BEN SCHUH, PLUM FORWARD, AND CITY OF CUMMING

This License Agreement (Agreement) is entered into between an individual, Ben Schuh, and the Iowa Corporation, Plum Forward, (collectively listed hereunder as the “Artist”), and the City of Cumming (“Cumming”), an Iowa municipality (collectively the “Parties”).

WHEREAS, the Parties have executed an agreement entitled Cumming Water Tower Mural (the “Mural Agreement”) dated June 8, 2020;

WHEREAS, Artist’s interests in the Works rendered and provided in fulfillment of the Mural Agreement are protected by United States copyrights, and Artist desires to license those Works on a limited, nonexclusive basis to Cumming; and,

WHEREAS, Cumming desires to obtain a limited, nonexclusive license for the Work created by Artist;

NOW, THEREFORE, in consideration of the mutual promises and covenants and good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- 1.1 “Work” shall mean the design, digital concepts, finished product, and depictions of the finished product as it relates to the artwork installed as a mural by Artist on the water tower structure located at or about 649 N 44th Street in Cumming, Iowa, that is licensed under this Agreement and the subject of the Mural Agreement referenced herein.
- 1.2 “Derivative Work(s)” shall mean any reproduction, depictions, or imagery that either (a) constitutes a derivative work of the Mural within the meaning of that term under the United States copyright law or (b) produces an image with a visual effect that would infringe the copyright in the visual effect contained in the Mural.
- 1.3 “Derivative Product” shall mean any product or medium that is based on or derived from the Mural or any visual effect produced by the Mural.

2 License of Work. Artist does hereby grant and convey to Cumming, subject to all the terms and conditions in this Agreement, a nonexclusive, worldwide license to sublicense, to sell, to edit, to publish, and to distribute to others any Derivative Works and Derivative Products of the Work. This license shall include the right to create, to sublicense, to sell, to edit, to publish, and to distribute to others Derivative Works and Derivative Products of said Work.

3 Representations and Indemnity by Artist.

- 3.1 Artist represents and warrants to Cumming that (a) the Work is original and does not infringe upon any copyright or other proprietary rights of others; (b) Artist is the sole and exclusive owner of all rights in the Work; and (c) Artist has full power to enter into this Agreement, to carry out its obligations herein, and to grant the rights herein granted to Cumming.
- 3.2 Artist shall indemnify Cumming and its duly authorized agents and sublicensees for, and hold them harmless from, any loss, expense (including reasonable attorneys' fees), damage, or liability arising out of any claim, demand, or suit resulting from a breach of any of the warranties in Section 3.1 of this Agreement. Cumming shall promptly inform Artist in writing of any such claim, demand, or suit, and Artist shall fully cooperate in the defense thereof.
- 3.3 Cumming shall have the right to extend Artist's representations and warranties and indemnities contained herein to Cumming's customers and sublicensees, and Artist shall be liable to the same extent as if such representations and warranties were made by Artist directly to such customers and sublicensees.
- 3.4 Artist grants no rights and makes no warranties with regard to the use of names, trademarks, trade dress, or registered, unregistered, or copyrighted designs or works of art or architecture depicted in the Work, and Cumming must satisfy itself that all the necessary rights or consents regarding any of the foregoing as may be required have been obtained.

4 Representations and Indemnity by Cumming.

- 4.1 Cumming represents and warrants that it shall market the Work and will make all reasonable efforts to fundraise through distributions of Derivative Products and Derivative Works through sales, distribution, publication, and/or sublicenses as long as there is an outstanding balance on the licensing fee listed herein.
- 4.2 Cumming represents and warrants that it shall not sell, distribute, publish, or sublicense any of the Work and shall restrict any sale, distribution, publication, or sublicense to any party or for any use that would damage the reputation of Artist or hold Artist in ill repute. Without limiting the previous sentence, Cumming shall not permit any pornographic, defamatory, libelous, or otherwise unlawful use of the Work whether directly or in context or juxtaposition with the Work.
- 4.3 Cumming shall indemnify Artist and its customers and sublicensees for, and hold them harmless from, any loss, expense (including reasonable attorneys' fees), damage, or liability arising out of any claim, demand, or suit resulting from a breach of any of the warranties in Sections 4.1 and 4.2 above. Artist shall promptly inform Cumming in writing of any such claim, demand, or suit, and Artist shall fully cooperate in defense thereof.

5 Copyrights.

- 5.1 Except as stated herein and for the purpose of fulfilling this Agreement, no ownership of copyright in the Work shall pass to Cumming by this Agreement. Copyright ownership shall remain with Artist at all times. Cumming is strictly

prohibited from using, distributing, publishing, or sublicensing the Work in any manner except as permitted under this Agreement. Upon demand by Artist, Cumming shall immediately assign to Artist any copyright resulting from a Derivative Work arising under this Agreement.

5.2 A mark that credits Artist shall appear adjacent to any Work utilized in an editorial manner. The crediting mark shall be in a form suitable to Artist.

6 Infringement.

6.1 Cumming will notify Artist of any actual, potential, or threatened infringement of the rights in the Work or Derivative Works that come to its attention.

6.2 In the event of any infringement of any rights granted to Cumming under this Agreement, Cumming shall have the first option to bring any such action for such infringement on behalf of itself and Artist, and Artist shall cooperate fully with Cumming in such action. In such event, Cumming shall bear the expenses of the action and shall recover its expenses from any sums recovered in the action. The balance of any proceeds of such action shall be divided between Cumming and Artist in a mutually agreeable allocation.

6.3 If Cumming declines in writing to bring any such action, Artist may proceed with an action for infringement and shall bear all expenses of the action and shall recover its expenses from any sums recovered in the action. The balance of such recovery, if any, shall be paid solely to Artist.

7 Term and Termination.

7.1 This Agreement shall have an initial term of 1 year from the date of signing of this Agreement. This Agreement automatically extends for an indefinite term upon the provision of fees as outlined in Section 8 below unless either party notifies the other no later than 30 days before the termination of the Agreement that the party intends to terminate the Agreement.

7.2 This Agreement may be terminated by either party if

7.2.1 the other party commits or allows to be committed any material breach of the Agreement and fails to remedy such breach within 30 days of written notice having been given by the other party requiring the breach to be remedied or

7.2.2 the other party shall be dissolved or in any case shall commit any act of bankruptcy, shall have a receiving order made against it, or shall make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors.

7.3 Termination shall be without prejudice to any rights or remedies that either party may have under this Agreement or otherwise.

7.4 Upon termination of this Agreement, Cumming shall

- 7.4.1 immediately provide a full and complete accounting to Artist of all Works and Derivative Works or Derivative Products that had previously been and currently are in Cumming's possession and
- 7.4.2 avail itself to future requests by providing a full and complete accounting to Artist of all Works and Derivative Works or Derivative Products within 30 days of Artist's written request for such records.

8 Licensing Fees.

8.1 Installments

- 8.1.1 Cumming shall have one year from the signing date of this agreement to pay the licensing fee of \$10,000.00 (Installment Fee) to Artist.
- 8.1.2 Until the fee of \$10,000.00 is paid and satisfied, Cumming shall pay to Artist 50% of Cumming's net profits from proceeds for each sale, publication, and/or sublicense affiliated with the Works. Such payments shall be paid on the 15th day of the month following the month in which the revenues were received by Cumming.
- 8.1.3 At the time of payment, Cumming shall deliver to Artist a report that shall provide all reasonably necessary information for computation of the payments for the period which is reflected by the payment.
- 8.1.4 Artist or any agent of Artist may, upon reasonable notice and during normal business hours, inspect the records of Cumming on which such reports are based no more often than once per year, provided that such records shall remain confidential.

8.2 Cumming may pay the \$10,000.00 licensing fee in advance of the one-year deadline without penalty or accounting.

9 Additional Works. Artist may, but is not obligated to, offer to Cumming additional works for licensing.

10 Liability.

10.1 Neither party shall be liable to the other with respect to any failure to perform its obligations under the Agreement arising from, but only to the extent of, circumstances beyond its control, including but not limited to force majeure, act of God, governmental act, fire, explosion, accident, civil commotion, terrorism, labor disputes of whatever nature and whatever cause, sabotage, breakdown of equipment, or the impossibility of obtaining materials.

10.2 Except as provided in Sections 3.2 and 4.3 of this Agreement, neither party shall be liable to the other for incidental, consequential, special, or punitive damages, including but not limited to loss of profits or goodwill.

11 Interpretation and Construction.

- 11.1 This Agreement may be amended only in a writing signed by both parties with a document that indicates on its face that it is amending this Agreement. E-mail correspondence shall not constitute an amendment to this Agreement unless each party's respective e-mail mirrors the other's terms of amendment and expressly states to each other that the correspondence is intended as an amendment to this Agreement.
- 11.2 Clause headings are inserted for convenience of reference only and shall have no effect on the construction of the Agreement.
- 11.3 This transaction shall be governed by the laws of the State of Iowa without resort to its conflict-of-laws provisions. The parties further agree that notice given pursuant to Section 12 of this Agreement shall be sufficient notice for the purpose of service of process for any lawsuit brought under this Agreement.
- 11.4 Nothing herein shall be deemed or construed as creating a joint venture or partnership between Cumming and Artist, and neither is authorized as an agent or other representative of the other.
- 11.5 No failure, delay, or indulgence on the part of either party in exercising any power or right conferred on such party by the Agreement shall operate as a waiver of such power or right.
- 11.6 This Agreement contains all of the agreements, understandings, representations, warranties, and conditions and constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral.

12 Notices.

12.1 Any notice required to be given by one party to the other in accordance with the Agreement shall be in writing and delivered by mail, courier, personal delivery, facsimile, or e-mail to the relevant party at the addresses listed below or such other address as shall have been notified to the other party and shall be deemed to have been delivered upon the earlier of receipt or the second business day after sending.

12.2 Notice to Cumming:
City of Cumming
PO Box 100, Cumming, IA 50061
deputyclerk@cumming.iowa.gov
515-981-9214

12.3 Notice to Artist:
Ben Schuh
PO Box 409
Polk City, IA 50226
515-491-4909
ben@plumforward.com

13 Assignment. This Agreement may not be assigned in total or in part by either party unless the other party agrees to such assignment in writing prior to such assignment.

By signing below, the parties represent that they have the authority to bind their respective entities and that they agree to the terms and conditions herein stated.

City of Cumming

By: _____

Title: _____

Date: _____, 20____

Ben Schuh, Individually

Date: _____, 20____

Plum Forward

By: _____

Title: _____

Date: _____, 20____

Tom Becker, Mayor

ATTEST: Angie Ritchie, Deputy Clerk

Boom Lift Rental Quotes				
Name	Weekly Rate	Pickup/Delivery	Protect Plan	Total/Fees
Blue Sky aka Big Rentz 40'	\$ 1,030.00	\$ 330.00	\$ 154.50	\$ 1,630.26
Blue Sky Rental 60'	\$ 1,286.00	\$ 480.00	\$ 192.90	\$ 2,105.61
Total				\$ 3,735.87

Contractor Sales & Service 40'	\$ 750.00	\$ 200.00	\$ 112.35	\$ 1,078.40
Contractor Sales & Service 60'	\$ 855.00	\$ 100.00	\$ 112.35	\$ 1,083.40
Total				\$ 2,161.80

Sunbelt Rentals 40'	\$ 1,000.00	\$ 360.00	\$ 150.00	\$ 1,655.77
Sunbelt Rentals 60'	\$ 1,100.00	\$ 360.00	\$ 165.00	\$ 1,780.53
Total				\$ 3,436.30

United Rentals 40'	\$ 1,254.00	\$ 287.00	Additional Fee	\$ 1,629.42
United Rentals 60'	\$ 1,421.00	\$ 287.00	Additional Fee	\$ 1,837.88
Total				\$ 3,467.30

Contractors Rental
Duke Aerial Equip

No Rental Available
No Rental Available

Angie Ritchie

From: Central Tank Coating <ctcinc@alpinecom.net>
Sent: Friday, July 10, 2020 10:37 AM
To: 'Angie Ritchie'
Subject: Tank

Angie

The cost to paint the Propane Tank will be an additional \$500.00.

Thanks

Maryann Donlon
Everyday may not be Good but there is something Good in Everyday!
Central Tank Coatings, Inc.
22528 Canoe Rd
Elgin, Iowa 52141
ctcinc@alpinecom.net
563-426-5967
563-426-5641 Fax



**ARTWORK IS PLACEHOLDER
CUSTOM CONCEPT (TBD)**

Pricing is based on this being an extension of the approved standpipe project. Design to be determined upon approval of artist fee and will be consistent/matching with the standpipe design.

SIMPLIFIED PAYMENT OPTION

Approximate Size:
1000g Propane Tank

- FLEXIBILITY FOR YOUR PROJECT -

Projected Timeline: 1-2 Weeks

DESCRIPTION	INVESTMENT
ARTIST FEE	\$750.00
INVESTMENT	\$ 750.00

All agreements/contracts with Plum Forward Corporation.
\$1,000,000 certificate of liability insurance provided by Plum Forward prior to project commencement.





Brilliant Borders
 PO Box 71368
 Clive, IA 50325
 515-664-6205
 Info@brilliantborders.com
 www.brilliantborders.com

Estimate

ADDRESS
Angie Ritchie City Of Cumming 649 N.44th St Cumming, la 50061

SHIP TO
Angie Ritchie City Of Cumming 649 N.44th St Cumming, la 50061

ESTIMATE #	DATE
3154	06/24/2020

ACTIVITY	QUANTITY	RATE	AMOUNT
General Labor Remove and dispose of exiting retaining walls	1	465.52	465.52
Retaining Wall Level and build retaining wall on the back side of city hall. Build 4 new retaining wall on backside each wall to be 12ft long and 3ft tall . with 1' river rock in between walls. Wall to be build using 8" block with 4'Cap. Walls to be backfilled with clean limestone with draitile with outlets on endsWall carries a 5 year warranty against settling and cracking (Any Disturbed area will be grass seeded and staw matted)	1	7,426.36	7,426.36
Services Black earth to be installed behind wall to bring up grade.	1	850.00	850.00
Services Bury one downspout to outlet downgrade in yard	1	250.00	250.00

Accepted forms of payment: Cash, Check or Credit Cards (Credit Cards subject to a 3.5% processing fee).

TOTAL

\$8,991.88

Accepted By

Accepted Date

RECEIVED JUN 25 2020

Thank you for your business!



(515)402-2364

PO Box 426
Norwalk, IA 50211
Phone (515) 402-2364

TO:
City of Cumming
649 N 44TH ST
Cumming, IA

COMMENTS OR SPECIAL INSTRUCTIONS:

Tax will be applied upon final invoice. Deposit of 50% will be needed to cover materials and start the project. Lawn damage will be repaired using top soil, seed, and straw, after project is completed.

DESCRIPTION	PRICE
Remove existing retaining block. Build 2 new retaining walls on the N and S end of the West side of the building. Approx 210 sq ft of retaining wall block will be installed with cap and proper drainage.	\$8500
TOTAL	\$

THANK YOU FOR CONSIDERING OUR COMPANY FOR YOUR LANDSCAPING NEEDS. WE DO OFFER 100% SATISFACTION GUARANTEE AND WILL WORK HARD TO ENSURE YOU ARE COMPLETELY SATISFIED!



(515)402-2364

PO Box 426
 Norwalk, IA 50211
 Phone (515) 402-2364

TO:
 City of Cumming
 649 N 44TH ST
 Cumming, IA

Estimate

DATE: OCTOBER 2, 2019

COMMENTS OR SPECIAL INSTRUCTIONS:

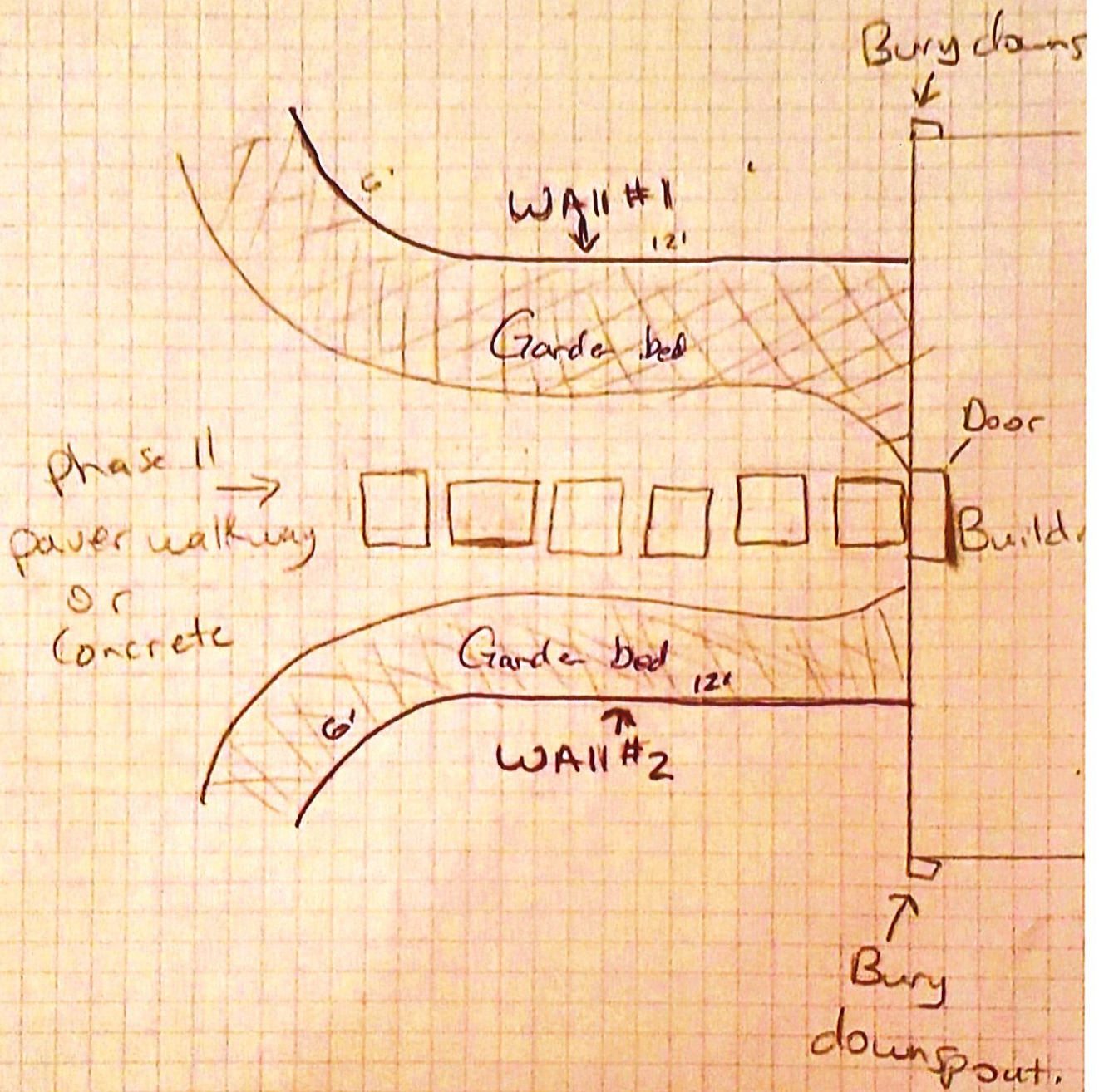
Tax will be applied upon final invoice. Deposit of 50% will be needed to cover materials and start the project. Lawn damage will be repaired using top soil, seed, and straw, after project is completed.

DESCRIPTION	PRICE
Remove existing retaining block. Build 2 new retaining walls on the N and S end of the West side of the building. Approx 210 sq ft of retaining wall block will be installed with cap and proper drainage.	\$7800
Install rock garden beds approx. 4-5' wide each installing weed barrier and (up to) 4 ton - 2" river rock	\$975
Bury downspouts on the NW and SW corner of the building	\$400
Phase II- install paver walkway or concrete walkway from door approx. 14' to the west	x
TOTAL	\$

\$ 9,175⁰⁰

THANK YOU FOR CONSIDERING OUR COMPANY FOR YOUR LANDSCAPING NEEDS. WE DO OFFER 100% SATISFACTION GUARANTEE AND WILL WORK HARD TO ENSURE YOU ARE COMPLETELY SATISFIED!

RECEIVED OCT 02 2019



RECEIVED OCT 02 2019