

**NOTICE OF REGULAR COUNCIL MEETING
CUMMING CITY COUNCIL
March 25, 2024 – 6:00 p.m.
Cumming City Hall, 649 N. 44th St., Cumming, IA***

ROLL CALL

APPROVAL OF AGENDA as presented and/or amended

PUBLIC COMMENT-Up to 5 minutes to address the Council on items not included on this agenda

PUBLIC HEARING-None

CONSENT ITEMS

- A. Minutes from the March 11, 2024 Regular Council Meeting
- B. Payment of Bills
- C. Alcohol Permit for The Wine Wagon
- D. Alcohol Permit for Wilson's Orchard
- E. Alcohol Permit for Ted Lare
- F. Resolution 2024-12 Approving First Payment to GWC, LLC
- G. Resolution 2024-13 Payment Application Number 7 Absolute Group
- H. Resolution 2024-14 Adjusting Regular Council Meeting Time on April 8, 2024
- I. Resolution 2024-15 Setting Date for Public Hearing on Designation of the Expanded Consolidated Cumming Urban Renewal Areas and on Urban Renewal Plan Amendment
- J. Resolution 2024-16 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with DHC 1, LLC, Including Annual Appropriation Tax Increment Payments

BUSINESS ITEMS

INFORMATIONAL

REPORTS:

- A. Mayor
- B. Council
- C. Attorney
- D. City Administrator
- E. City Clerk

ADJOURNMENT

UPCOMING ITEMS

Middlebrook Agrihood Development Agreement & Urban Renewal Plan Amendment
Max Levy Public Hearing April 8, 2024
Budget Adoption Public Hearing April 22, 2024

*The City of Cumming welcomes public participation. If unable to attend this meeting in person, online and phone participation are available below. For questions, please contact City Hall at 649 N 44th Street, 515-981-9214 or email at nonstot@cumming.iowa.gov

Join Zoom Meeting
<https://us02web.zoom.us/j/2382663968>
Meeting ID: 238 266 3968

Council Communication for March 25, 2024

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

The information below summarizes agenda items before Council for March 25, 2024. Standard housekeeping and consent agenda items may not be detailed here, but can always be requested for discussion by the public, Mayor and Council.

PUBLIC HEARING: None

CONSENT ITEMS:

G. Resolution 2024-12 Approving First Payment to GWC, LLC

Council approved a development agreement with GWC, LLC in 2021 for the construction of Mayor Tom Becker Park and public improvements for residential development in Great Western Crossing. Work was completed under the development agreement and the new construction came onto the tax rolls as anticipated. The developer paid the required taxes and submitted the required calculation sheet to the City of Cumming for the first payment of their incentive from those taxes paid. It was learned in 2024 through verification with the Warren County Auditor's office that the City of Cumming did not submit the required information with 2022 TIF certifications to have those funds available for the \$47,323.88 payment that is due.

Staff consulted with the developer and bond counsel Dorsey Whitney on the matter. Under the agreement, the payment is owed. Recommending that the payment be made from current funds, with an internal loan. The loan will be repaid with TIF funds requested in the FY 24 TIF certifications. The certifications are submitted to the county by December 1 for the following calendar year. Bond counsel will prepare additional documents if needed for this proceeding and they will be provided prior to the Council meeting Monday night.

H. Resolution 2024-14 Adjusting Regular Council Meeting Time on April 8, 2024

State law now requires that the public hearing for the proposed tax levy (former process was called the maximum levy or max levy) be a separate meeting with no additional items to be included on the agenda. In order to complete this step within the allowable time period, staff has scheduled the tax levy hearing for April 8 at 6 pm. This is the regular meeting night for Council, so the regular meeting time is being moved back to accommodate the hearing.

I.Resolution 2024-15 and J. Resolution 2024-16, Setting Dates for Public Hearings for Urban Renewal Plan Amendment and Proposed Development Agreement with DHC, LLC

Both of the public hearings are connected to required proceedings for consideration of an urban renewal development agreement and the proposed use of tax increment financing (TIF).

The February 26 Council meeting included an informational item on preliminary terms of a development agreement with DHC, LLC for the Middlebrook Agrihood Mainstreet block. Staff has continued to work with the development team and bond counsel to prepare information, drafts and required proceedings. The staff report on this item February 26 outlined the preliminary terms and Council input and questions occurred. Changes to the staff report since the February 26 meeting include an increase of the total investment by the developer and an increase in total TIF with the addition of the two unprogrammed lots in the block. Staff is completing work on additional information requested by Council and will provide prior to the March 25 meeting.

Council is requested to set the public hearings at the March 25 meeting for an April meeting date. The draft agreement will be finalized in the month prior to the hearings, where Council may still offer changes, comments or edits.

COUNCIL COMMUNICATION

Rita Conner, City Administrator
March 25, 2024 Council Meeting

Preliminary Terms of an Urban Renewal Development Agreement with DHC 1, LLC for the Middlebrook Agrihood Mainstreet Block

SYNOPSIS:

DHC I, LLC (Tim Portzen, Vice-President, Diligent Development, 6150 Village View Drive Suite 110 West Des Moines, Iowa 50266) proposes an estimated \$17.25 million project including the construction of streets (including S 44th Street), water mains, sanitary sewer, and storm sewer as well as the construction of a two-story professional office building and a two-story mixed-use building with 26 residential units and street-level commercial/retail space. Two additional lots on the new block will be marketed for commercial, office, mixed use or retail uses. Estimated costs for these two additional buildings have been incorporated into the total project cost, which was shown as \$13.5 million in Council's February 26 communication. The project will also include construction of a multi-use trail along the south side of Cumming Avenue from N. 50th Street to the Great Western Trail, and a public parking lot to the west.

The project was awarded \$834,756 in State of Iowa Workforce Housing Tax Credits (WHTC) for the 26 residential units in August 2023. The City of Cumming provides a local match for this funding of \$1000 per unit (\$26,000). This amount is included in the total.

The land is part of the Middlebrook Agrihood. DHC 1, LLC has received Council approval for a Master Conceptual Development Plan, the rezoning of approximately 617 acres of land to a Planned Unit Development (PUD), and a preliminary plat. Two site plans for the buildings were approved by the Planning & Zoning Commission February 13th and by Council on February 26. Construction drawings for the public improvements have been submitted for review with the intent to initiate construction in the spring, following closing on project financing.

FISCAL IMPACT:

Amount: The preliminary terms provide for a schedule of 75% of project-generated tax increment rebate payments from new taxable valuation for 15 years. This requires DHC 1, LLC to obtain all financing, construct the projects, and then receive a portion of the new taxes created over the 15-year terms to assist with debt service payments and development of lots as the properties become and remain revenue generators. The remainder of new taxes go each year to the City of Cumming and other taxing entities, including the Norwalk School District. The project would also receive an economic development grant of \$125,000 for the construction of the multi-use trail.

The table below demonstrates what taxes the city would receive if the land was not developed and remained in its current state. The taxes estimated from the projects are included, as well as the capped amount of the incentive (incentive is taken from taxes generated and paid by the developer). The net amount of taxes received over the term of the assistance and after the assistance is paid out is also shown.

		CAPPED INCENTIVE	- \$2,817,506	
	Taxes w/o Project	Taxes w/ Project	Incentive Paid	Net Taxes rcd by City
10YR	\$55,585	\$3,021,629		\$1,527,798
20YR	\$111,170	\$7,229,251	\$2,817,506	\$4,411,746
30YR	\$166,756	\$12,357,704		\$9,540,198

*Taxes include all property taxing authorities

**Taxes received estimates 2.5% growth in re-assessment years, 1.5% in non-re-assessment years

Funding Source: Tax Increment generated in the Cumming Consolidated Urban Renewal Plan Area and funds the City will receive under the development agreement with HyVee, Inc. for construction of the multi-use trail. City participation through TIF is estimated at 17% of the total project cost.

ADDITIONAL INFORMATION:

The project will provide a high-quality mixed-use district, offering a daytime population that will patronize City of Cumming businesses, both existing and planned. The extension of 44th Street to the south of Cumming Avenue provides a critical link to Old Town Cumming, expanding business opportunities for the community at a scale that complements our town, and expanding parking options for the many events held in the City of Cumming each year.

Next steps: Required public hearings and meetings with the area taxing entities (Warren County, DMACC, Norwalk School District) are being set by Council action at this meeting. The draft development agreement included with packet materials will be finalized for the April 22 public hearings.

Exhibit E
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: 9/9/2022
- (2) Assessed Taxable Valuation of Property as of January 1, 2022
\$4,698,800
- (3) Base Taxable Valuation of Property (determined as of January 1, 2021):
\$4,700
- (4) Residential Rollback for Taxes Paid FY 23-24
54.1302%
- (5) Incremental Taxable Valuation of Property (2 minus 3 multiplied by rollback %):
\$2,540,926 (the "TIF Value")
- (6) Current City fiscal year consolidated property tax levy rate for puposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate")
27.85204 per thousand of value.
- (7) The TIF Value (5) factored by the Adjusted Levy Rate (6).
\$2,540,926 X 27.85204 /1,000 =
\$70,769.96 (the "TIF Estimate")
- (8) No anticipated credits. TIF Estimate (7) = "Available TIF Estimate"
\$70,769.96 (the "Available TIF Estimate")
- (9) Developer's Estimate = \$70,769.96 (Available TIF Est.)
X .6687 = \$47,323.88 (Projected Pmt Amt)
X .3313 = \$23,446.09 (Est. LMI Amt)

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitmate costs reasonably incurred in the undertaking of the Infrastructure Project.

DILIGENT GWC, LLC

By: 

Name: Tim Portzen

Title: VP, Diligent Development, Managing Member

Reviewed and accepted by the City of Cumming, Iowa this

15th day of October 2022.

By:

DocuSigned by:

6AAB082A8E000F
Robert L. Fagen
City Administrator

Exhibit D**Form of Cover Page For Infrastructure Project Costs Documentation****Date Submitted** 9/9/2022**Submitted By** Tim Portzen**Contact Information** tim@diligentdevelopment.com / 563-543-3692

Index of Invoices/Receipts/Lein Waivers Attached to Substantive Request

Description/Vendor	Date	Amount
South Story Bank - Lender	Misc	\$363,197.04
Cre8 Play - Equipment Provider	Misc	\$510,006.00
Norwalk Seasonal - Landscape	Misc	\$7,286.70
Ted Lare Landscape - Landscape	Misc	\$133,057.84
Ted Lare Landscape - Signage	Misc	\$16,050.00
McAninch - Site Work & Utilities	Misc	\$103,500.00
Sternquist - Paving	Misc	\$143,214.00
Vice - Paving	Misc	\$28,850.00
Butzke Burch - Restrooms	Misc	\$86,595.40
Adam Mekies - Conceptual Planning	Misc	\$9,875.75
Cooper Crawford - Engineering Services	Misc	\$13,505.25
Whitfield Eddy - Attorney Services	Misc	\$3,618.00
Hogan Law - Attorney Services	Misc	\$9,137.90
Trost Development - Superintendent Reimbursement	Misc	\$11,106.83
Diligent Development - Development Consulting Service	Misc	\$80,060.00
Diligent Development - Acct Service Reimbursement	Misc	\$6,638.00
Uline - Park Equipment	Misc	\$13,374.37
Caliguiri - Labor for Park	Misc	\$2,350.00
Doerfield Properties - Maintenance Management	Misc	\$11,804.61
Norwalk Seasonal - Maintenance	Misc	\$4,633.11
Ankeny Sanitation - Maintenance	Misc	\$247.84
Soiltek - Erosion Control	Misc	\$9,342.44
MidAmerican Energy - Service Fee	Misc	\$8,216.82
Tri-City - Site Electric	Misc	\$15,200.00
Des Moines Water Works - Service Fee	Misc	\$960.00
US Assure Insurance - Insurance	Misc	\$1,222.00
<i>Reduction of Interest Reserve to Meet Cost Cap</i>		<i>(\$93,049.90)</i>
GRAND TOTAL		\$1,500,000.00

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Infrastructure Project.

DILIGENT GWC, LLCBy: Name: Tim PortzenTitle: VP, Diligent Development, ManagerReviewed and accepted by the City of Cumming, Iowa this 15th day of October 2022.By: Robert L. Fagan
City Administrator

2:13 PM

03/21/24

City of Cumming Claims To Be Approved All Transactions

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/08/2024		Combined Systems ...	Invoice 163969 & 163455	-74.50
Check	03/18/2024		City of Des Moines	Invoice 134588	-2,990.20
Check	03/18/2024		Warren County Oil	Invoice 0314659	-289.16
Check	03/18/2024		Warren Co. Snow Re...	February 16, 2024	-405.00
Check	03/18/2024		First Net	Invoice 61682961	-82.57
Check	03/18/2024		Turnbull Tree Servic...	Tree Removal 2/26	-1,200.00
Check	03/18/2024		Diligent GWC, LLC	First Payment to GWC, LLC	-47,323.88
Check	03/21/2024		Absolute Concrete C...	Payment Application #7	-135,716.77
Total					-188,082.08

**OFFICIAL PUBLICATION
CITY OF CUMMING
Regular Council Meeting 03/11/2024
To be Approved at 03/25/2024 Meeting**

The regular City Council Meeting of the City of Cumming was held at Cumming City Hall 649 N. 44th St. on March 11, 2024 at 6:00PM. The meeting was called to order at 6:00 P.M. by Mayor Brent Highfill. Present at Roll Call: Thomas Cackler via Zoom, Martin Squier via Zoom and Larry Goode, Jr. via Zoom. Kathie Hungerford and Charlie Ochanpaugh absent. Motion to approve agenda by Cackler, seconded by Goode, Jr. Approved 3-0. Hungerford and Ochanpaugh absent.

Public Comment: None

Public Hearings: None

Consent Items

Motion made by Cackler, seconded by Goode, Jr. to Approve Consent Items: Minutes from the February 26th, 2024 Regular Council Meeting, Minutes from the February 26th, 2024 Closed Session, Payment of Bills. Approved 3-0. Hungerford and Ochanpaugh absent.

Payment of Bills:

Type	Date		Vendor	Memo	Amount
Check	03/04/2024		Combined Systems ...	Invoice 164199	-15.15
Check	03/04/2024		First Net	Invoice 287321929420	-41.27
Check	03/04/2024		Veenstra & Kimm Inc.	Invoice 41235-74	-2,124.93
Check	03/04/2024		Veenstra & Kimm Inc.	Invoice 41247-5	-2,706.00
Check	03/04/2024		Veenstra & Kimm Inc.	Invoice 41250-4	-880.00
Check	03/04/2024		Midamerican Energy	February 2024	-807.49
Check	03/04/2024		US Bank	Invoice 523644268	-197.60
Check	03/04/2024		Elan Financial Servic...	February 2024	-79.99
Liability Check	03/05/2024	To Print	Iowa Department of ...	Q3 - Q4	-2,309.28
Liability Check	03/05/2024	To Print	United States Treasury	Q3 - Q4 Taxes	-13,515.32
				Total	-22,677.03

Adjourn:

Motion by Cackler, seconded by Squier to adjourn the meeting at 6:03PM.

NEXT CITY COUNCIL MEETING: March 25, 2024, 6:00 pm at City Hall

Brent Highfill, Mayor

Attest: Nichole Onstot, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MIDDLEBROOK MERCANTILE, INC.	The Wine Wagon	(515) 309-0705		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
4300 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
6150 Village View Drive	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Samantha Uhlenhake	(515) 336-3621	samantha@diligentdevelopment.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Stephen Bruere	Norwalk	Iowa	50211	Owner	50.00	Yes
David Brown	Norwalk	Iowa	50211	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
FOX RIDGE FARM, INC.	Wilson's Orchard	(319) 541-7682		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3201 15th Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
1974 Poplar Ave NE	Solon	Iowa	52333	

Contact Person

NAME	PHONE	EMAIL
Paul L Rasch	(319) 541-7682	paul@wilsonsfarm.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katie Goering	Iowa City	Iowa	52240	Vice President	25.00	Yes
Paul Rasch	Solon	Iowa	52333	President	37.50	Yes
Sara Goering	Solon	Iowa	52333	Secretary	37.50	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
TED LARE DESIGN BUILD, INC.	Ted Lare Garden Center	(515) 249-9041		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2701 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
2701 Cumming Avenue	Cumming	Iowa	50061	

Contact Person

NAME	PHONE	EMAIL
Melissa Peterson	(515) 981-1075	melissa@tedsgardens.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0096975	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 14, 2024	Apr 13, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Ted Lare	Cumming	Iowa	50061	President	100.00	Yes
Bailee Watson	Norwalk	Iowa	50211	Assistant Manager	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Continental Western Insurance
Company

POLICY EFFECTIVE DATE

Jan 1, 2024

POLICY EXPIRATION DATE

Jan 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**Resolution 2024-12
City of Cumming**

Resolution Approving First Payment to GWC, LLC

WHEREAS, On September 28, 2020 by Resolution No. 2020-64, a development agreement (the Agreement) was approved between the City of Cumming and GWC, LLC (Owner); and

WHEREAS, the Agreement provides for certain annual payments of tax increment generated by the added value of development of the property; and

WHEREAS, the first payment of tax increment under the Agreement was to be certified to the Warren County December 1, 2022 for payment to the Owner in 2023; and

WHEREAS, the certification for the amount of \$47,323.88 was not completed and the tax increment not provided to the City of Cumming; and

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

That the City of Cumming, Iowa, approves payment of \$47,323.88 to GWC, LLC from the General Fund of the City

Passed and approved this 25th day of March 2024.

Brent Highfill, Mayor

Attest: _____
Nichole Onstot, City Clerk

RESOLUTION 2024-13
City of Cumming

WHEREAS, on March 25, 2023 by Resolution No. 2023-12 City Council approved a contract with Absolute Concrete Construction, Inc. dba Absolute Group for the Cumming Avenue Widening and 50th Street Paving Project; and

WHEREAS, the contract was in the amount of \$2,169,846.98; and

WHEREAS, the sixth payment application has been received from the contractor in the amount of \$135,716.77 with quantities, work and materials stored to date being detailed in the payment request accompanying this resolution; and

WHEREAS, the payment application has been reviewed by Veenstra & Kimm, Inc for work completed between December 1, 2023 and December 31, 2023; and

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

Payment application No.7 for the Cumming Avenue Widening and Street project in the amount of \$135,716.77 is hereby approved.

Passed and approved this 25th day of March, 2024.

Brent Highfill, Mayor

Attest:

Nichole Onstot, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 9, 2024

Rita Conner
City Administrator
City of Cumming
649 N. 44th Street
P.O. Box 100
Cumming, Iowa 50061-0100

CUMMING, IOWA
CUMMING AVENUE WIDENING AND 50TH STREET PAVING
PARTIAL PAYMENT NO. 7

Enclosed are three copies of Partial Payment No. 7 for work completed on the Cumming Avenue Widening and 50th Street Paving project for the period December 1, 2023, to December 31, 2023 under the contract between the City of Cumming and Absolute Group.

Shive Hattery has checked the pay request and recommends payment to Absolute Group in the amount of \$135,716.77.

Upon approval of Partial Payment No. 7, please sign all copies of Partial Payment No. 7 in the space provided. Return one executed copy of the pay request to our office and one executed copy to Absolute Group with payment.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Randy M. Johnson".

Randy M. Johnson, P.E.

41241
Enclosures

To: City of Cumming
From: Absolute Group

Cumming Avenue Widening and 50th Street Paving
RM-1757(601)-9D-91
Contract

PAY APP # 07
DATE: 01/05/2024
PAGE 1 OF 2

Line #	Item Code	Description	Unit	Div 1 Quantity		Div 2 Quantity		Total		Division 1 (RISE)				Division 2 (City)				Total	
				(RISE)	(CITY)	Quantity	Unit Price	Quantity	Unit Price	Quantity	Total Price	Previous Quantity	Current Quantity	Current Amount	%	Previous Quantity	Current Quantity	Current Amount	%
1	2010-C-0	Clearing and Grubbing	AC	3.2	0.8	4.0	\$1,000.00	\$4,000.00	3.20	-	\$0.00	0.00%	0.80	-	\$0.00	0.00%	4.00	\$4,000.00	100.00%
2	2010-D-1	Topsoil, On-site	CY	2547.9	283.1	2831.0	\$10.00	\$28,310.00	1100.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1100.00	\$11,000.00	38.86%
3	2010-E-0	Excavation, Class 10	CY	3690.9	410.1	4101.0	\$6.00	\$24,606.00	2000.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	2000.00	\$12,000.00	48.77%
4	2010-F-0	Below Grade Excavation (Core Out)	CY	450.0	50.0	500.0	\$75.00	\$37,500.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
5	2010-G-0	Subgrade Preparation, 12"	SY	9060.4	1127.0	10187.4	\$3.00	\$30,562.20	4766.00	1819.00	\$5,457.00	20.08%	-	-	\$0.00	0.00%	6585.00	\$19,755.00	64.64%
6	2010-I-0	Subbase, Modified, 6"	SY	9060.4	1127.0	10187.4	\$12.25	\$124,795.65	4766.00	1819.00	\$22,282.75	20.08%	-	-	\$0.00	0.00%	6585.00	\$80,666.25	64.64%
7	2010-J-2c	Removal of Known Pipe Culvert	LF	284.6	-	284.6	\$20.00	\$5,692.00	186.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	186.00	\$3,720.00	65.35%
8	2010-M-0	Granular Surfacing, 8"	SY	2056.4	12.4	2068.8	\$16.00	\$33,100.80	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
9	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC Truss, 8"	LF	1220.0	-	1220.0	\$109.50	\$133,590.00	1234.50	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1234.50	\$135,177.75	101.19%
10	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	1073.9	215.4	1289.3	\$65.25	\$84,126.83	1073.90	-	\$0.00	0.00%	112.60	-	\$0.00	0.00%	1186.50	\$77,419.13	92.03%
11	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	916.3	-	916.3	\$86.00	\$78,801.80	906.50	-	\$0.00	0.00%	-	-	\$0.00	0.00%	906.50	\$77,959.00	98.93%
12	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	25.2	-	25.2	\$158.00	\$3,981.60	25.20	-	\$0.00	0.00%	-	-	\$0.00	0.00%	25.20	\$3,981.60	100.00%
13	4030-B-0	Pipe Apron, RCP, 18"	EA	3.0	-	3.0	\$2,700.00	\$8,100.00	3.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	3.00	\$8,100.00	100.00%
14	4030-B-0	Pipe Apron, RCP, 24"	EA	2.0	-	2.0	\$3,015.00	\$6,030.00	1.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1.00	\$3,015.00	50.00%
15	4030-D-0	Pipe Apron Guard, 18"	EA	3.0	-	3.0	\$1,000.00	\$3,000.00	1.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1.00	\$1,000.00	33.33%
16	4030-D-0	Pipe Apron Guard, 24"	EA	2.0	-	2.0	\$1,245.00	\$2,490.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
17	4040-A-0	Subdrain, HDPE, 6"	LF	3929.5	563.0	4492.5	\$20.50	\$92,096.25	3024.00	260.00	\$5,310.00	6.62%	-	-	\$0.00	0.00%	3284.00	\$67,322.00	73.10%
18	4040-C-0	Subdrain Cleanout, Type B, 18"	EA	3.0	2.0	5.0	\$2,060.00	\$10,300.00	4.00	(1.00)	\$2,060.00	-33.33%	1.00	1.0	\$2,060.00	50.00%	5.00	\$10,300.00	100.00%
19	4040-D-0	Subdrain Outlets	EA	4.0	-	4.0	\$625.00	\$2,500.00	4.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	4.00	\$2,500.00	100.00%
20	4040-D-0	Subdrain Connections	EA	15.0	4.0	19.0	\$390.00	\$7,410.00	8.00	1.00	\$390.00	6.67%	-	-	\$0.00	0.00%	9.00	\$3,510.00	47.37%
21	5020-C-0	Fire Hydrant Assembly	EA	1.0	-	1.0	\$2,050.00	\$2,050.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
22	5020-G-0	Valve Box Replacement	EA	1.0	-	1.0	\$450.00	\$450.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
23	5020-I-0	Fire Hydrant Assembly Removal	EA	3.0	-	3.0	\$9,485.00	\$28,455.00	3.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	3.00	\$28,455.00	100.00%
24	6010-A-0	Manhole, SW-301, 48"	EA	4.0	-	4.0	\$6,365.00	\$25,460.00	4.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	4.00	\$25,460.00	100.00%
25	6010-A-0	Manhole, SW-401, 60"	EA	4.0	-	4.0	\$8,925.00	\$35,700.00	3.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	3.00	\$26,775.00	100.00%
26	6010-A-0	Manhole, SW-401, 72"	EA	3.0	-	3.0	\$6,820.00	\$20,460.00	2.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	2.00	\$13,640.00	100.00%
27	6010-B-0	Intake, SW-507	EA	2.0	-	2.0	\$7,175.00	\$14,350.00	3.00	-	\$0.00	0.00%	2.00	-	\$0.00	0.00%	5.00	\$35,875.00	100.00%
28	6010-B-0	Intake, SW-510	EA	2.0	-	2.0	\$9,685.00	\$19,370.00	2.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	2.00	\$19,370.00	100.00%
29	6010-B-0	Intake, SW-512, 30"	EA	1.0	-	1.0	\$3,625.00	\$3,625.00	1.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1.00	\$3,625.00	100.00%
30	6010-B-0	Intake, SW-513	EA	1.0	1.0	2.0	\$5,875.00	\$11,750.00	1.00	-	\$0.00	0.00%	1.00	-	\$0.00	0.00%	2.00	\$11,750.00	100.00%
31	6010-B-0	Intake, SW-513	EA	1.0	-	1.0	\$8,025.00	\$8,025.00	1.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1.00	\$8,025.00	100.00%
32	6010-G-0	Connection to Existing Manhole	EA	1.0	-	1.0	\$8,025.00	\$8,025.00	1.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1.00	\$8,025.00	100.00%
33	7010-A-0	Pavement, PCC, C-SUD, 10"	SY	3876.8	998.2	4875.0	\$85.00	\$414,375.00	1706.00	1132.00	\$96,220.00	29.20%	-	-	\$0.00	0.00%	2838.00	\$241,230.00	58.22%
34	7010-A-0	PCC Pavement Samples and Testing	LS	0.9	0.1	1.0	\$12,000.00	\$12,000.00	0.30	0.30	\$3,600.00	33.33%	-	-	\$0.00	0.00%	0.60	\$7,200.00	60.00%
35	7010-K-0	PCC Pavement Widening, C-SUD, 10"	SY	3440.0	-	3440.0	\$92.00	\$316,480.00	3331.17	-	\$0.00	0.00%	-	-	\$0.00	0.00%	3331.17	\$306,467.64	96.84%
36	7020-B-0	HMA Overlay, Standard Traffic (ST), Surface, 1/2" PG 58-285	TON	-	18.1	18.1	\$202.50	\$3,665.25	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
37	7020-B-0	HMA Overlay, Standard Traffic (ST), Base, 1/2" PG 58-285	TON	-	36.3	36.3	\$160.00	\$5,808.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
38	7030-E-0	Sidewalk, PCC, 6"	SY	54.3	-	54.3	\$85.00	\$4,615.50	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
39	7030-G-0	Detectable Warning	SF	40.0	-	40.0	\$68.00	\$2,720.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
40	7030-H-1	Driveway, Paved, PCC, 6"	SY	36.2	39.3	75.5	\$67.00	\$5,058.50	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
41	7030-H-1	Driveway, Paved, PCC, 8"	SY	685.1	-	685.1	\$83.00	\$56,863.30	415.41	-	\$0.00	0.00%	-	-	\$0.00	0.00%	415.41	\$34,479.03	60.63%
42	7040-H-0	Pavement Removal	SY	1106.8	-	1106.8	\$12.00	\$13,281.60	1106.80	-	\$0.00	0.00%	-	-	\$0.00	0.00%	1106.80	\$13,281.60	100.00%
43	8010-B-0	Temporary Traffic Signal	LS	1.0	-	1.0	\$12,500.00	\$12,500.00	0.50	0.50	\$6,250.00	50.00%	-	-	\$0.00	0.00%	1.00	\$12,500.00	100.00%
44	8020-C-0	Painted Pavement Markings, Durable	STA	124.0	5.8	129.8	\$100.00	\$12,980.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
45	8020-G-0	Painted Symbols and Legends	EA	9.0	-	9.0	\$400.00	\$3,600.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
46	8020-K-0	Pavement Markings Removed	STA	63.0	-	63.0	\$40.00	\$2,520.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
47	8020-M-0	Grooves Cut for Pavement Markings	STA	124.0	5.8	129.8	\$75.00	\$9,735.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
48	8020-N-0	Grooves Cut for Symbols and Legends	EA	9.0	-	9.0	\$200.00	\$1,800.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
49	8030-A-0	Temporary Traffic Control	LS	0.9	0.1	1.0	\$24,900.00	\$24,900.00	0.65	0.05	\$1,245.00	5.56%	-	-	\$0.00	0.00%	0.70	\$17,430.00	70.00%
50	8040-A-0	Type A Sign, Sheet Aluminum	SF	121.3	-	121.3	\$35.00	\$4,245.50	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
51	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	171.0	-	171.0	\$35.00	\$5,985.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
52	8040-C-0	Removal of Signs and Posts	EA	7.0	-	7.0	\$200.00	\$1,400.00	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
53	9010-B-0	Hydraulic Seeding, Fertilizing, and Mulching, Type 1	AC	1.7	0.3	2.0	\$4,500.00	\$9,000.00	0.93	-	\$0.00	0.00%	-	-	\$0.00	0.00%	0.93	\$4,185.00	46.50%
54	9010-B-0	Hydraulic Seeding, Fertilizing, and Mulching, Type 2	AC	1.3	0.2	1.5	\$4,000.00	\$6,000.00	0.58	-	\$0.00	0.00%	-	-	\$0.00	0.00%	0.58	\$2,320.00	38.67%
55	9040-D-1	Filter Sock, 12"	LF	889.7	15.0	904.7	\$2.50	\$2,261.75	110.00	-	\$0.00	0.00%	-	-	\$0.00	0.00%	110.00	\$275.00	12.16%
56	9040-E-0	Filter Sock, Removal	LF	889.7	15.0	904.7	\$0.50	\$452.35	-	-	\$0.00	0.00%	-	-	\$0.00	0.00%	-	\$0.00	0.00%
57	9040-E-0	Temporary RECP, Type 2	SY	2780.6	501.7	3282.3	\$1.35	\$4,431.11	690.50	-	\$0.00	0.00%	-	-	\$0.00	0.00%	690.50	\$932.18	21.04%
58	9040-J-0	Rip Rap, Class D	TON	98.7	-														

To: City of Cumming
From: Absolute Group

Cumming Avenue Widening and 50th Street Paving
RM-1757(601)-9D-91
Contract

PAY APP # 07
DATE: 01/05/2024
PAGE 2 OF 2

Line #	Item Code	Description	Unit	Div 1 Quantity (RISE)	Div 2 Quantity (CITY)	Total Quantity	Unit Price	Total Price	Division 1 (RISE)				Division 2 (City)				Total			
									Previous Quantity	Current Quantity	Current Amount	%	Previous Quantity	Current Quantity	Current Amount	%	Quantity	Completed Amount	%	
		Original Contract Cost						\$2,169,846.98												
		Value of Work Completed										\$140,289.75	6.47%			\$2,060.00	0.09%		\$1,541,641.11	71.05%
		Materials Stored on Site																		
		Value of Work Completed and Materials Stored										\$140,289.75	6.47%			\$2,060.00	0.09%		\$1,541,641.11	71.05%
		Approved Change Orders																		
CO 1																				
75	9040-A-1	SWPPP Preparation	LS	1.0		1.0	\$2,000.00	\$2,000.00	1.00	-	\$0.00	0.00%						1.00	\$2,000.00	100.00%
76	9040-A-2	SWPPP Inspections	LS	1.0		1.0	\$5,100.00	\$5,100.00	0.50	0.1	\$510.00	10.00%						0.60	\$3,060.00	60.00%
CO 2																				
77	8010-C-0	Pedestrian Traffic Signal	LS	1.0		1.0	\$40,165.35	\$40,165.35	-	-	\$0.00	0.00%						-	\$0.00	0.00%
CO 3																				
78	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	34.6		34.6	\$255.00	\$8,823.00	34.60	-	\$0.00	0.00%						34.60	\$8,823.00	100.00%
79	4030-B-0	Pipe Apron, RCP, 30"	EA	1.0		1.0	\$4,425.00	\$4,425.00	1.00	-	\$0.00	0.00%						1.00	\$4,425.00	100.00%
80	4030-D-0	Pipe Apron Guard, 30"	EA	1.0		1.0	\$2,585.00	\$2,585.00	1.00	-	\$0.00	0.00%						1.00	\$2,585.00	100.00%
81	6010-G-0	Modify Opening for MH B-2	EA	1.0		1.0	\$2,425.00	\$2,425.00	2.00	-	\$0.00	0.00%						2.00	\$4,850.00	200.00%
82	11,020-A	Mobilization	LS	1.0		1.0	\$2,500.00	\$2,500.00	1.00	-	\$0.00	0.00%						1.00	\$2,500.00	100.00%
11A	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	(36.4)		(36.4)	\$86.00	(\$3,130.40)	-	-	\$0.00	0.00%						-	\$0.00	0.00%
14A	4030-B-0	Pipe Apron, RCP, 24"	EA	(1.0)		(1.0)	\$3,015.00	(\$3,015.00)	-	-	\$0.00	0.00%						-	\$0.00	0.00%
16A	4030-D-0	Pipe Apron Guard, 24"	EA	(1.0)		(1.0)	\$1,245.00	(\$1,245.00)	-	-	\$0.00	0.00%						-	\$0.00	0.00%
CO 4																				
83	8040-I-0	Remove and Reinstall Traffic Signs	LS	1.0		1.0	\$915.75	\$915.75	1.00	-	\$0.00	0.00%						1.00	\$915.75	100.00%
84	4040-C-1	Subdrain Cleanout, Type A-1	EA	1.0		1.0	\$1,000.00	\$1,000.00	1.00	-	\$0.00	0.00%						1.00	\$1,000.00	100.00%
85	4040-D-1	Subdrain Connection, Inserta-Tee	EA	1.0		1.0	\$1,100.00	\$1,100.00	1.00	-	\$0.00	0.00%						1.00	\$1,100.00	100.00%
11B	4020-A-1	Storm Sewer, Trenched, RCP 24"	LF	1.8		1.8	\$86.00	\$154.80	1.80	-	\$0.00	0.00%						1.80	\$154.80	100.00%
		Total Change Orders						\$63,803.50				\$510.00	0.799%						\$31,413.55	49.23%
		Original Contract Cost & Change Orders						\$2,233,650.48												
		Value of Work Completed, Materials Stored & Change Orders										\$140,799.75	6.304%			\$2,060.00	0.092%		\$1,573,054.66	70.43%
		Less Retainage			5.00%							\$7,039.99				\$103.00			\$78,652.73	
		Net Amount Due Including This Statement										\$133,759.76				\$1,957.00			\$1,494,401.93	
		Less Previous Payments																	\$1,358,685.16	
		Balance Due This Request																	\$135,716.77	

Contractor:
Absolute Group

Eli Hartog *Eli Hartog*
Date: 1-8-24

Engineer:
Shive-Hattery, Inc.

Patrick Watts *Patrick Watts*
Date: 01/05/2024

Owner:
City of Cumming

Date:

RESOLUTION 2024-14
City of Cumming

WHEREAS, the City of Cumming Code of Ordinances requires standing regular meeting times of the City Council to be set by resolution; and

WHEREAS, City Council regular meeting on April 8, 2024 will be held at, and;

WHEREAS, the time of the regular meeting will be 6:30 p.m.

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

Cumming City Council regular meeting time of 6:30 pm on April 8, 2024.

Passed and approved this 25th of March, 2024.

Brent Highfill, Mayor

Attest:

Nichole Onstot, City Clerk

RESOLUTION NO.2024-15

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Consolidated Cumming Urban Renewal Areas

WHEREAS, the City Council of the City of Cumming, Iowa by resolution previously established the Consolidated Cumming Urban Renewal Areas (the “Urban Renewal Areas”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared in order to authorize the undertaking of a new urban renewal project in the Urban Renewal Areas consisting of providing tax increment financing support to DHC 1, LLC in connection with the development of a mixed-use community, including the construction of commercial and mixed-use buildings, certain related public and private infrastructure improvements, and a recreational bike trail; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the _____, Cumming, Iowa, on April 22, 2024, at _____ p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or her designee, is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this March 25, 2024.

Mayor

Attest:

City Clerk

March 22, 2024

VIA E-MAIL

Rita Conner
City Administrator/City Hall
Cumming, IA

Re: Consolidated Cumming Urban Renewal Areas (2024 Amendment)
Our File No. 420923-20

Dear Rita:

We have prepared the attached materials which will enable your City Council to act on March 25th to set April 22nd as the date for a public hearing on the amendment to the existing urban renewal plan for the Consolidated Cumming Urban Renewal Areas.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is April 18, 2024. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a “consultation session” must be set up with the local county and school district. Please refer to my separate letter, attached, for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Nichole Onstot



March 22, 2024

VIA E-MAIL

Rita Conner
City Administrator/City Hall
Cumming, IA

Re: Consolidated Cumming Urban Renewal Areas Amendment/Consultation Session
Our File Number: 420923-20

Dear Rita:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal areas. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal areas. This consultation must be held at least two weeks prior to the public hearing on April 22, 2024.

It is our understanding that the property within your urban renewal areas would affect Warren County and the Norwalk Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors
c/o Warren County Auditor
Warren County Administration Building
301 North Buxton St., Ste. 101
Indianola, IA 50125

Superintendent
Norwalk Community School District
380 Wright Rd.
Norwalk, IA 50211

Please call John Danos, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

cc: Nichole Onstot

[City letterhead]

DATE: _____

TO: Board of Supervisors, Warren County
Superintendent, Norwalk Community School District

FROM: City Council
City of Cumming, Iowa

RE: Consolidated Cumming Urban Renewal Areas Plan Amendment

The City of Cumming is in the process of amending the urban renewal plan for the Consolidated Cumming Urban Renewal Areas, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2024, at __:___ .m. at the _____ in Cumming. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at __:___ .m. on April 22, 2024, and a copy of the notice of hearing is enclosed for your information.

Please call our City Administrator at (515) 981-9214 if you have questions.

Enclosure

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

420923-20

Cumming, Iowa

March 25, 2024

The City Council of the City of Cumming, Iowa, met on March 25, 2024, at 6 p.m., at the _____, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Consolidated Cumming Urban Renewal Areas had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Cumming, Iowa, on April 22, 2024, the City Council of the City of Cumming, Iowa will hold a public hearing on the question of amending the urban renewal plan for the Consolidated Cumming Urban Renewal Areas (the “Urban Renewal Areas”) in order to authorize the undertaking of a new urban renewal project in the Urban Renewal Areas consisting of providing tax increment financing support to DHC 1, LLC in connection with the development of a mixed-use community, including the construction of commercial and mixed-use buildings, certain related public and private infrastructure improvements, and a recreational bike trail. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Nichole Onstot
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
WARREN COUNTY
CITY OF CUMMING

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2024.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
WARREN COUNTY
CITY OF CUMMING

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ___ day of _____, 2024.

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Cumming, Iowa (the “City”) and DHC I, LLC (the “Developer”) as of _____, 2024 (the “Commencement Date”).

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

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

WHEREAS, the Developer has proposed to undertake the development of a mixed-use community on the Property locally known as the Middlebrook Village Core, which will include the development (the “Development Project”) of commercial facilities on the Property; and

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

WHEREAS, the Developer has also proposed to undertake the construction of recreational trail improvements (the “Rec Trail Project”) in connection with the Development Project; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) to be used by the Developer in paying the costs of constructing the Rec Trail Project; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Development Project. The Developer agrees to undertake the Development Project and to use best efforts to thereby promote the development of a portion of the Property to its highest and best commercial uses. The Developer agrees that the Development Project will be constructed in compliance with the Middlebrook Planned Unit Development attached hereto as Exhibit B. The Developer will maintain and ensure compliance with all local zoning, land use, building and safety codes and regulations in the undertaking of the Development Project.

2. Property Taxes.

a. Payment of Taxes. The Developer agrees to make timely payment of all property taxes for which the Developer is responsible under the laws of the State of Iowa as they come due with respect to the Property owned by the Developer during the Term (as herein defined), and, upon request, to submit to the City a receipt or cancelled check in evidence of each such payment. In the event of the conveyance of the Property, or a portion thereof, the titleholder shall be responsible for payment of the property taxes for which the conveyed property is responsible under the laws of the State of Iowa.

b. Taxability of Property. The Developer agrees that it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property owned by the Developer during the Term including causing or allowing such Property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

3. Developer's Certifications – Payment Phases; Base Valuation. The Developer shall have the right to divide the taxable parcels comprising the Property into no more than four (4) phases (the “Payment Phases” and, individually, each a “Payment Phase”) for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to provide a certification (each a “Triggering Certification”) to the City of its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Payment Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Payment Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.4 of this Agreement) for any particular Payment Phase will satisfy the requirements of this Section A.3. The Developer agrees that the initial Triggering Certification shall be made no later than October 15, 2026.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Warren County as of January 1 of the year prior to the year in which the Triggering Certification for the first Payment Phase is filed with the City. The Base Valuation shall be apportioned to the Property included in each Payment Phase on a pro rata basis, and the apportioned Base Valuation for each such Payment Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Payment Phase.

4. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15 of the year in which the Triggering Certification is made for the first Payment Phase, an amount (each, the “Developer’s Estimate”) equal to seventy-five percent (75%) (the “Annual Percentage”) of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Payment Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Payment Phase in the Developer’s Estimate for a period not in excess of fifteen (15) years.

In submitting each such Developer's Estimate for each Payment Phase, the Developer will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. A separate Worksheet must be submitted for each Phase. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the Worksheet(s) required under this Section A.4.

5. Rec Trail Project Construction. The Developer agrees to cause the construction of the Rec Trail Project in accordance with the timeline and specifications set forth on Exhibit D hereto.

The City shall retain all rights to inspect the completed Rec Trail Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Rec Trail Project is not completed to the satisfaction of the City.

Upon completion of the Rec Trail Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Rec Trail Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Rec Trail Project, which shall thereafter be maintained by the City.

6. Economic Development Grant Disbursement Request and Rec Trail Costs Documentation. Upon completion of the Rec Trail Project, the Developer agrees to submit a grant disbursement request (the "Grant Disbursement Request") in the form attached hereto as Exhibit E. The Grant Disbursement Request shall be accompanied by documentation (the "Rec Trail Costs Documentation") detailing the costs (the "Rec Trail Costs") incurred in completion of the Rec Trail Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Rec Trail Costs detailed in the Rec Trail Costs Documentation were in fact incurred in the construction of the Rec Trail Project and that such Rec Trail Costs are of an amount reasonably to have been expected with respect to such construction.

The Rec Trail Costs may include all costs related to designing and constructing the Rec Trail Project, landscaping and grading for the Rec Trail Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Rec Trail Project.

7. **Legal and Administrative Costs.** The Developer hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$10,000. The Developer agrees to remit payment to the City within thirty (30) days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

8. Default Provisions.

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

- (i) Failure by the Developer to cause construction of the Development Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to complete construction of the Rec Trail Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing as required by this Agreement.
- (iv) Failure by the Developer to comply with Sections A.3, A.4, A.6, A.7 and A.7 of this Agreement.
- (v) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.
- (iii) To the extent that the Developer fails to construct the Rec Trail Project pursuant to the terms and conditions of this Agreement, withhold the disbursement of the Grant pursuant to Section B.6 below.

B. City’s Obligations

1. **Payments.** In recognition of the Developer’s obligations set out above, the City agrees to make thirty (30) semiannual economic development tax increment payments (the

“Payments” and individually, each a “Payment”) to the Developer during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount (the “Maximum Payment Total”) of the Payments shall not exceed \$2,800,000. The Payments shall be funded from the incremental valuation of the Property for any given Payment Phase for a period not in excess of fifteen (15) fiscal years after the certification of such Payment Phase. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Warren County Treasurer attributable to the taxable valuation of the Property with the completed Development Project thereon.

The Payments with respect to each Payment Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.2 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Payment Phase, and continuing for a total of fifteen (15) fiscal years for each Payment Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2047.

For example, assuming the Triggering Certification for the first Payment Phase is made on October 15, 2026, and all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, then Payments for the first Payment Phase will be made on each December 1 and June 1, beginning December 1, 2027 and continuing through the sooner of June 1, 2042 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, beginning in the fiscal year in which the Triggering Certification is filed for the first Payment Phase, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made under this Agreement after June 1, 2047.

3. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2027 and on June 1, 2028, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2026). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Warren County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

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

5. **Review of Grant Disbursement Request and Rec Trail Costs Documentation.** The City staff will review the Rec Trail Costs Documentation upon receipt from the Developer. If the City determines that the costs set forth in the Rec Trail Costs Documentation are costs reasonably incurred in the construction of the Rec Trail Project, then the City shall record a summary of the date, amount and nature of such costs (the “Accepted Rec Trail Costs”) on the Summary of Accepted Rec Trail Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Rec Trail Costs for purposes of tallying the maximum amount of the Grant allowed to the Developer under this Agreement. If the City determines the costs set forth in the Rec Trail Costs Documentation are not costs reasonably incurred in the construction of the Rec Trail Project, then the City shall notify the Developer of such determination within fifteen (15) days of receipt of the Grant Disbursement Request in order to allow an opportunity for the Developer to cure the noted deficiencies.

6. **Economic Development Grant.** The City hereby agrees to make the Grant to the Developer an amount equal to the lesser of (i) the Accepted Rec Trail Costs, or (ii) \$125,000 within thirty (30) days of the receipt of a satisfactory Grant Disbursement Request from the Developer.

C. **Administrative Provisions**

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

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2047 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

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

5. **Additional Incentives.** If Developer plans to add additional property to the Middlebrook Village Core and construct additional improvements thereon not contemplated by this Agreement, then the City shall consider, in good faith, the negotiation of a subsequent development with respect to the construction of such additional improvements and the corresponding provision of incentives to the Developer including additional economic development tax increment payments funded with Incremental Property Tax Revenues to be derived from such additional improvements.

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

CITY OF CUMMING, IOWA

By: _____
Mayor

Attest:

City Clerk

DHC I, LLC

By: _____
[Name, Title]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
MIDDLEBROOK PLANNED UNIT DEVELOPMENT

EXHIBIT C
DEVELOPER'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PAYMENT PHASE
PAYMENT PHASE ____

- **Is this the first worksheet for a new phase: Yes / No**
- **Contains the following described taxable parcels:**

(1) Date of Preparation: October ____, 20__.

(2) Assessed Valuation of Property as of January 1, 20__:

\$_____.

(3) Base Taxable Valuation of Property:

\$_____.

(4) Incremental Taxable Valuation of Property (2 minus 3):

\$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$_____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")

TIF Estimate (\$_____ x .75 (75%) = Developer's Estimate (\$_____).

EXHIBIT D
TIMELINE AND SPECIFICATIONS FOR REC TRAIL PROJECT

EXHIBIT E
FORM OF COVER PAGE FOR GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Total amount requested: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of Rec Trail Project.

DHC I, LLC

By: _____
[Name, Title]

Reviewed and accepted by the City of Cumming, Iowa this ____ day of _____, 20__.

By: _____
City Administrator

