

**NOTICE OF REGULAR COUNCIL MEETING
CUMMING CITY COUNCIL
February 10, 2025 – 6:00 PM
Cumming City Hall, 649 N. 44th St., Cumming, IA***

ROLL CALL

APPROVAL OF AGENDA as presented and/or amended

PUBLIC COMMENT

PUBLIC HEARING

- A. Public Hearing on Renewing Electric Franchise Agreement with MidAmerican Energy and Initiating 1% Franchise Fee
- B. Public Hearing on Renewing Natural Gas Franchise Agreement with MidAmerican Energy and Initiating 1% Franchise Fee

CONSENT ITEMS

- A. Minutes from January 27, 2025, Regular Council Meeting
- B. Payment of Bills
- C. January 2025 Financials
- D. January 2025 Sheriff's Report
- E. Motion to Approve Alcohol License for Middlebrook Mercantile
- F. Motion to Approve Alcohol License for Fast & Fresh
- G. Resolution 2025-05 Set a Public Hearing for the Property Tax Levy on March 24, 2025

BUSINESS ITEMS

- A. First Reading of Ordinance 2025-01, a twenty-five (25) year non-exclusive electric supply, operation and maintenance franchise with MidAmerican Energy Company, with an accompanying franchise fee of 1%.
- B. First Reading of Ordinance 2025-02, a twenty-five (25) year non-exclusive natural gas supply, operation and maintenance franchise with MidAmerican Energy Company, with an accompanying franchise fee of 1%.

ADJOURN INTO WORKSESSION

- A. FY 26 Budget Work Session: Fire/Emergency Management, Warren County Roads Agreement, Mowing and Park Maintenance and FY 26 Capital Improvements

REPORTS:

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

ADJOURNMENT

UPCOMING ITEMS

FY 2026 Budget Hearings
Rooster's Coffee Site Plan

*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: Council Meeting Items for February 10, 2025

SUBMITTED BY:

Rita Conner, City Administrator

PUBLIC HEARINGS

BUSINESS ITEMS

Mid-American Energy Company reached out to staff in late October of 2024 to discuss renewing existing franchise agreements, one of which expires in April 2025. A franchise manager attended the January 13 Council meeting to provide an overview and is available for questions.

Mid-American Energy Company provides natural gas and electric utility services to City of Cumming residents. Mid-American has franchise agreements with cities to provide these services. Through the franchise agreements, cities can collect a utility franchise fee between 1% and 5%, which is a dollar for dollar pass through from the consumer to Mid-American Energy. The funds are then given to the city to be used for stated revenue purposes. These revenue purposes are for the same things that our general tax dollars and local option sales tax dollars can pay for, which can include streets, utilities, maintenance of road right of ways, administrative costs, grounds and facilities maintenance and other municipal operations and services.

The City of Cumming currently collects no utility franchise fees. Our original franchise ordinances were enacted when cities in Iowa did not have the ability to collect franchise fees from natural gas and electric utilities, so there were no fees included in the original franchise ordinances.

Currently, electric and natural gas utility rate payers receive a bill for their electric and gas services that includes a fee for Local Option Sales Tax. With an approval of city franchise fees, the Local Option Sales Tax fee would be replaced by the franchise fee. A 1% franchise fee has no change to the consumer now paying a 1% Local Option Tax to the utility. If the Council determines that a higher fee is warranted during this review process, the consumer will see that new fee on their utility bill.

- An initial budget book was provided to Mayor and Council with the regular Council meeting packet on January 13.
- *How do we get the tax dollars that are then budgeted to pay for city services and projects?*
 - The amount of taxable property valuation we have as a city has been calculated by Warren County and provided to the Iowa Department of Management <https://dom.iowa.gov/local-government/city-resources>. This number allows us to calculate what tax dollars will be available to us for general fund operations. General fund operations include law enforcement, fire/EMS, library, parks & recreation, administration, road maintenance, legal, planning & zoning, building, code enforcement, engineering, information technology and communications.
 - Property valuations are assessed for residential, commercial, multifamily, railroad, industrial, and agricultural properties. Once assessed, this gives us the total, or the *100% valuation* of the properties in our city. The State rollback formula is then applied, which limits the amount of the property's value that can actually be taxed. For example, any residential property in our current FY 25 fiscal year budget was taxed at 43.46% of its actual value.
 - The 100% valuation, also called debt service valuation, is used in formulating any debt the City takes on, which is limited to 5% of the value of taxable property for the city. Any debt funds have been/can be used for capital projects such as streets, water, sewer, park and trail infrastructure. buildings and equipment.
- *What do we have to work with as a City for FY 26?*
 - The City's taxable valuation is shown at \$75,886,370, which demonstrates that the City grew 77.31% in taxable property. However, the Consolidated General Fund Levy (CGFL) rate provided to us by the State limits the actual collection of taxes from this growth, using 3% as a cap. This cap means the taxable valuation we have provides an estimated \$620,656 for all general fund operations listed above.
 - Our city general fund tax levy rate under the State's CGFL is \$7.63505, which will then be combined with the Council agreed debt levy for FY 26. The total tax levy rate will be finalized by Council in these budget worksessions, combining debt service and general fund levies. Our current budget, FY 25, has a combined total city tax rate of \$11.62. Other taxing entities' levies (Warren County, Norwalk School District, DMAACC) are combined with the city's levy to create the consolidated tax levy, \$36.90 per \$1000 of taxable valuation, after the rollback is accounted for.
- *What are specific items for consideration for FY 26?*
 - Fire/EMS service amount and source
 - Street network, maintenance and future capital projects
 - Operations model-outsourcing or future staff, based on growth and tax changes

**OFFICIAL PUBLICATION
CITY OF CUMMING
Regular Council Meeting 01/27/2025
To be Approved at 02/10/2025 Meeting**

The regular City Council Meeting of the City of Cumming was held at Cumming City Hall 649 N. 44th St. on January 27, 2025, at 6:00PM. The meeting was called to order at 6:00 P.M. by Mayor Brent Highfill. Present at Roll Call: Charlie Ochanpaugh, Mayor Pro Tem; Kathie Hungerford via Zoom, Larry "Dino" Goode, Jr. via Zoom, Thomas Cackler and Martin Squier. Motion by Cackler, seconded by Squier to approve the agenda. Approved 5-0. RC Vote.

Public Comment: None

Presentation:

- A. Traci Glass with the West Des Moines Library is present with an annual report and a quick overview of the library services. The city of Cumming has a contract with the West Des Moines Library through Fiscal Year 2026. Traci noted that 83% of the residents from Cumming have a library card and 405 people from Cumming visited the library. They have a book mobile that visited Mayor Tom Becker Park on Friday's during the summer, they are hoping to continue this for this upcoming summer.
- B. Fire Chief Jenn Porter from the Norwalk Fire Department presented an annual report for the city of Norwalk's Fire Department. There was a total of 48 calls to the City of Cumming, 12 of those calls were to the Lomar Distribution Center. This was an increase of roughly 16 calls from last year. During the presentation Rich Gates, 2686 Clarke Street, asked if they were trained in grain bin rescue and if they have the jaws of life, Chief Porter responded that the Fire Department is trained, and they receive training every two years for grain bin rescue and they do have the jaws of life. They hold their annual pancake breakfast each year on the Saturday before Easter. Councilmember Cackler asked for a monthly report detailing the Fire & EMS calls for the City of Cumming.

Consent Items:

Motion made by Cackler, seconded by Ochanpaugh to approve Consent Items; Minutes from January 13, 2025, as corrected, December 2024 Financials, December 2024 Sheriff's Report, and Planning & Zoning Commission application for Erik McDonald. Approved 5-0. RC Vote.

Business Items:

- A. Motion by Squier, seconded by Ochanpaugh to approve Resolution 2025-03 to Set a Public Hearing for February 10, 2025, for electric franchise ordinance renewal with an accompanying franchise fee of 1%. Approved 5-0. RC Vote.
- B. Motion by Hungerford, seconded by Ochanpaugh to approve Resolution 2025-04 to Set a Public Hearing for February 10, 2025, for natural gas franchise ordinance renewal with an accompanying franchise fee of 1%. Approved 5-0. RC vote.

Adjourn Into Work Session FY 26 Budget

- A. Motion by Cackler, seconded by Goode, Jr. to enter Work Session at 7:25PM. Approved 5-0.
- B. Motion by Squier, seconded by Cackler to adjourn budget work session at 8:16PM. Approved 5-0.

Reports:

- A. Planning & Zoning Commission will meet on January 28, 2025, to review plans for a new coffee shop in Cumming. The mayor has started taking bids for mowing services for the City Parks.
- B. Councilmember Charlie Ochanpaugh requested a breakdown of what we have paid to McClure Engineering for the Old Town Sewer Project. City staff will provide breakdown at the next council meeting. Councilmember Thomas Cackler was asked by a resident when the Christmas lights will be taken down. City staff contacted Conner Electric; the Christmas lights will be removed when the weather permits.
- C. No Report
- D. No Report
- E. No Report

Adjourn:

Motion by Cackler, seconded by Squier to adjourn the meeting at 8:22 PM. Approved 5-0. RC Vote.

NEXT CITY COUNCIL MEETING: February 10, 2025, at 6:00PM at City Hall

Brent Highfill, Mayor

Attest: Nichole Onstot, City Clerk

City of Cumming

Claims To Be Approved

All Transactions

Type	Date	Num	Name	Memo	Amount
Check	01/14/2025		Warren Co. Snow Removal	December 12-14, 2024	-3,888.00
ACH	01/31/2025		Wellmark Blue Cross and Blue Shield	Health Insurance - February 2025	-611.21
ACH	02/03/2025		Waste Connections	January 2024	-3,727.10
Check	02/03/2025		EO Johnson Business Technologies	Invoice 1608606	-12.87
ACH	02/03/2025		US Bank	Invoice 548036904	-199.70
Check	02/04/2025		Combined Systems Technology	Invoice 169667	-104.50
Check	02/04/2025		City of Des Moines	March 2025 Invoice	-3,646.60
Check	02/04/2025		Skinner Law Office PC	Invoice 38137	-87.50
ACH	02/04/2025		Midamerican Energy	MidAm	-801.03
Check	02/04/2025		Iowa One Call	Invoice 268836	-54.00
Check	02/06/2025		ClerkBooks, Inc.	5 Hour Package	-500.00
Check	02/07/2025		N/Warren Town & County News	Minutes 12.09.24	-103.76
ACH	02/07/2025		Elan Financial Services	January Invoice	-285.37
ACH	02/13/2025		Century Link	February Invoice - Autopay	-295.53
Total					<u>-14,317.17</u>

WARREN COUNTY

PHONE 515-961-1122

**OFFICE OF
JOSEPH C. CARICO, SHERIFF**

**POST OFFICE BOX 337
INDIANOLA, IOWA 50125**

**Brent Highfill, Mayor
P.O. Box 100
Cumming, IA 50061**

Mayor Highfill,

The attached report summarizes the activities in and around the community for the month of January 2025. It is compiled from Deputy's Logs and Records from the Sheriff's Office. 20 Calls For Service (CFS's) were received or initiated by Deputies for the month. They include:

PLEASE SEE ATTACHED FOR CFS INFORMATION

Eight Citations and/or Warnings were written for Traffic/Parking Violations that occurred within the City of Cumming proper.

Officers spent in excess of 50 hours in the City of Cumming for the month.

Officers patrolled in excess of 265 Miles within the city limits of Cumming for the month.

If you have questions, points of concern, or additional requests from your Sheriff's Office, please contact me at 515.690.9211 or joec@warrencountvia.org

**Respectfully,
Sheriff Joseph C. Carico**

cfs by date,community (community=contract town) - WARREN COUNTY

Date	Call Type	CFS Loc Adr	Inc #	How Cleared
1/26/2025 5:21:30 PM	TRAFFIC STOP	4125 CUMMING AVE		WARNING ISSUED
1/13/2025 9:31:58 AM	SUSPICIOUS	4221 N DAWSON AVE		OTHER SEE NARRATIVE
1/14/2025 1:48:27 PM	MISCELLANEOUS	2686 CLARKE ST		CLEARED
1/15/2025 5:31:18 AM	BUILDING / PARK CHECK	649 N 44TH ST		CLEARED
1/15/2025 10:28:27 PM	ALARM BURGLARY	5237 CUMMING AVE		CLEARED
1/17/2025 4:39:31 AM	TRAFFIC STOP	N 50TH CUMMING AVE		WARNING ISSUED
1/17/2025 6:06:17 AM	BUILDING / PARK CHECK	CITY OF CUMMING		SECURE
1/18/2025 11:04:29 PM	ALARM BURGLARY	5237 CUMMING AVE		COMPLETED
1/19/2025 4:26:59 PM	INCOMPLETE 911	5251 CUMMING AVE		COMPLETED
1/20/2025 5:41:57 PM	TRAFFIC STOP	CUMMING/N 44TH		CITATION ISSUED
1/22/2025 11:38:34 AM	FIRE WILD LAND	3357 135TH AVE		DISREGARDED
1/25/2025 5:47:00 PM	BUILDING / PARK CHECK	4200-4299 N GREENLEE AVE		CLEARED
1/26/2025 3:01:58 AM	BUILDING / PARK CHECK	649 N 44TH ST		CLEARED
1/26/2025 3:20:43 AM	TRAFFIC STOP	N 36TH ST/CUMMING AVE		WARNING ISSUED
1/26/2025 3:53:04 AM	TRAFFIC STOP	15TH AVE/CUMMING AVE		WARNING ISSUED
1/3/2025 5:54:13 PM	INCOMPLETE 911	4125 CUMMING AVE		COMPLETED
1/4/2025 12:58:02 PM	TRAFFIC STOP	N 44TH ST/CUMMING AVE		WARNING ISSUED
1/4/2025 1:25:55 PM	TRAFFIC STOP	N 44TH ST/CUMMING AVE		CITATION ISSUED
1/7/2025 2:55:11 AM	BUILDING / PARK CHECK	649 N 44TH ST		CLEARED
1/7/2025 3:36:31 PM	SICK PERSON	3275 155TH ST		ASSISTED
1/10/2025 11:05:50 AM	DEATH NOTIFICATION	4221 N DAWSON AVE		COMPLETED
1/10/2025 1:55:43 PM	PARKING VIOLATION	N CAITTAIL CREEK/N 34TH ST		ADVISED
1/10/2025 7:23:42 PM	TRAFFIC STOP	CUMMING AVE/N 43RD		WARNING ISSUED

City of Cumming
Profit & Loss by Fund (Fiscal Year-to-Date)
 July 2024 through January 2025

	Government...	Proprietary F...	TOTAL
Ordinary Income/Expense			
Income			
A · Taxes			
A1 · Taxes Levied on Property			
4000 · Property Taxes - Current	318,173.91		318,173.91
4003 · Agricultural Land Taxes	22.15		22.15
4004 · Insurance Levy	10,912.74		10,912.74
Total A1 · Taxes Levied on Property	329,108.80		329,108.80
A2 · TIF Revenue	221,681.65		221,681.65
A5 · Other City Taxes			
4085 · Hotel-Motel Tax	13,612.74		13,612.74
4090 · Local Option Tax	36,709.39		36,709.39
Total A5 · Other City Taxes	50,322.13		50,322.13
A · Taxes - Other	708.74		708.74
Total A · Taxes	601,821.32		601,821.32
B · Licenses & Permits	66,594.72		66,594.72
C · Use of Money & Property	30,739.39		30,739.39
D · Intergovernmental	1,284,356.69		1,284,356.69
E · Charges for Services	198,310.61	14,493.99	212,804.60
G · Miscellaneous Revenues			
G1 · Contributions	685,994.02		685,994.02
G · Miscellaneous Revenues - Other	150.00		150.00
Total G · Miscellaneous Revenues	686,144.02		686,144.02
H · Other Financing Sources			
4820 · Proceeds of Debt(Excluding TIF)	1,500,000.00		1,500,000.00
Total H · Other Financing Sources	1,500,000.00		1,500,000.00
Total Income	4,367,966.75	14,493.99	4,382,460.74
Gross Profit	4,367,966.75	14,493.99	4,382,460.74
Expense			
100-799 · Governmental Activities			
100 · Public Safety	43,922.81		43,922.81
200 · Public Works	524,184.34		524,184.34
400 · Culture & Recreation	45,576.70		45,576.70
500 · Community & EconomicDevelopment	407,121.93		407,121.93
600 · General Government	193,573.69		193,573.69
710 · Debt Service			
7106851 · Interest Payments	2,079.50		2,079.50
Total 710 · Debt Service	2,079.50		2,079.50
750 · Capital Projects	1,196,614.02		1,196,614.02
Total 100-799 · Governmental Activities	2,413,072.99		2,413,072.99
800 · Business Type Activities			
815 · Sewer	203,912.15		203,912.15
Total 800 · Business Type Activities	203,912.15		203,912.15
Total Expense	2,616,985.14		2,616,985.14
Net Ordinary Income	1,750,981.61	14,493.99	1,765,475.60

City of Cumming
Profit & Loss by Fund (Fiscal Year-to-Date)
July 2024 through January 2025

	<u>Government...</u>	<u>Proprietary F...</u>	<u>TOTAL</u>
Other Income/Expense			
Other Expense			
Fund Balance Transfer	1,750,981.61	14,493.99	1,765,475.60
Total Other Expense	<u>1,750,981.61</u>	<u>14,493.99</u>	<u>1,765,475.60</u>
Net Other Income	<u>-1,750,981.61</u>	<u>-14,493.99</u>	<u>-1,765,475.60</u>
Net Income	<u><u> </u></u>	<u><u> </u></u>	<u><u> </u></u>

City of Cumming
Balance Sheet by Fund (Fiscal Year-to-Date)
 July 2024 through January 2025

	Government...	Proprietary ...	TOTAL
ASSETS			
Current Assets			
Checking/Savings			
0001110 · Operating Checking	-249,848.04	347,866.74	98,018.70
0001111 · Savings	1,041.88		1,041.88
0001112 · Money Market	2,889,671.93		2,889,671.93
Total Checking/Savings	2,640,865.77	347,866.74	2,988,732.51
Accounts Receivable			
1220 · Accounts Receivable	108,351.21	14,493.54	122,844.75
Total Accounts Receivable	108,351.21	14,493.54	122,844.75
Other Current Assets	26,962.07		26,962.07
Total Current Assets	2,776,179.05	362,360.28	3,138,539.33
TOTAL ASSETS	2,776,179.05	362,360.28	3,138,539.33
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
2120 · Accrued Payroll Taxes	4,289.57		4,289.57
Total Other Current Liabilities	4,289.57		4,289.57
Total Current Liabilities	4,289.57		4,289.57
Total Liabilities	4,289.57		4,289.57
Equity			
001-999 · Fund Balances			
001-109 · General Funds	645,292.65		645,292.65
110-199 · Special Revenue Funds	662,802.07		662,802.07
200-299 · Debt Service Funds	60,799.54		60,799.54
300-399 · Capital Projects Funds	1,403,606.43		1,403,606.43
600-799 · Enterprise and Utility Funds			
600e · Water		158,899.37	158,899.37
610e · Sewer		203,460.91	203,460.91
Total 600-799 · Enterprise and Utility Funds		362,360.28	362,360.28
Total 001-999 · Fund Balances	2,772,500.69	362,360.28	3,134,860.97
Net Income	-611.21		-611.21
Total Equity	2,771,889.48	362,360.28	3,134,249.76
TOTAL LIABILITIES & EQUITY	2,776,179.05	362,360.28	3,138,539.33

City of Cumming

Claims Paid & Summary of Receipts (Last Month)

January 2025

Type	Date	Num	Name	Memo	Amount
0001110 - Operating Checking					
Liability Check	01/03/2025		QuickBooks Payroll ...	Created by Payroll Service on 01/01/2025	-3,894.54
Paycheck	01/06/2025	DD1018	Onstot, Nichole	Direct Deposit	0.00
Paycheck	01/06/2025	DD1017	Conner, Rita	Direct Deposit	0.00
Liability Check	01/06/2025	ACH	Iowa Department of ...	3-02-404515	-1,151.16
Liability Check	01/06/2025	ACH	IPERS	91308	-1,623.04
Check	01/07/2025	ACH	US Bank	Invoice 545835423	-199.70
Check	01/07/2025	ACH	Waste Connections	December 2024	-3,721.19
Check	01/07/2025	ACH	Wellmark Blue Cross...	Health Insurance - January 2025	-611.21
Check	01/07/2025	ACH	Delta Dental of Iowa	January 2025	-87.76
Deposit	01/08/2025			Deposit	24,623.41
Deposit	01/08/2025			Deposit	708.74
Check	01/08/2025	7779	McClure Engineering...	Invoice 156359	-17,540.00
Check	01/08/2025	7780	McClure Engineering...	Invoice 156846	-8,688.40
Check	01/08/2025	7781	City of Des Moines	February 2024 Invoice	-3,646.60
Check	01/08/2025	7782	Warren County Oil	Invoice 00890	-334.51
Check	01/08/2025	7783	Norwalk Area Cham...	2025-2026 Membership	-780.00
Check	01/08/2025	7784	Scott Hensen	Winterizing 10.15.24	-500.00
Check	01/08/2025	7785	Baker Group	Invoice 286761	-423.50
Liability Check	01/08/2025	ACH	United States Treas...	Q4 2024 Taxes	-13,118.47
Deposit	01/08/2025			Deposit	9,556.98
Deposit	01/10/2025			Deposit	11,210.36
Check	01/13/2025	ACH	Century Link	January Invoice - Autopay	-295.53
Deposit	01/14/2025			Deposit	12,285.04
Deposit	01/14/2025			Deposit	3,304.19
Liability Check	01/14/2025	ACH	United States Treas...	42-1124870	-789.32
Check	01/15/2025	ACH	First Net	Invoice 287321929420	-165.08
Liability Check	01/16/2025		QuickBooks Payroll ...	Created by Payroll Service on 01/15/2025	-3,894.55
Deposit	01/16/2025			Deposit	16,215.00
Deposit	01/16/2025			Deposit	1,590.10
Paycheck	01/17/2025	DD1020	Onstot, Nichole	Direct Deposit	0.00
Paycheck	01/17/2025	DD1019	Conner, Rita	Direct Deposit	0.00
Liability Check	01/17/2025	ACH	United States Treas...	42-1124870	-388.92
Deposit	01/22/2025			Deposit	75.00
Deposit	01/24/2025			Deposit	11,422.94
Liability Check	01/24/2025	ACH	United States Treas...	Penalties + Interest Q3 2023	-6,346.90
Check	01/29/2025	ACH	Iowa Workforce Dev...	IWD	-35.00
Check	01/31/2025			Service Charge	-3.75
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	1,646.88
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	4,680.41
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	-583.81
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	-1,430.91
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	6,742.53
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	6,175.43
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	1,637.85
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	-18,868.38
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	-611.21
General Journal	01/31/2025	OP A...		Operating Account By Fund Adjustment	611.21
Total 0001110 - Operating Checking					22,752.63
0001112 - Money Market					
Deposit	01/31/2025			Interest	7,612.59
Total 0001112 - Money Market					7,612.59
TOTAL					30,365.22



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MIDDLEBROOK MERCANTILE, INC.	Middlebrook Mercantile	(314) 440-5367		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
4125 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
4125 Cumming Avenue	Cumming	Iowa	50061	

Contact Person

NAME	PHONE	EMAIL
Samantha Uhlenhake	(515) 222-1347	samantha@diligentdevelopment.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047991	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 2, 2025	Mar 1, 2026	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

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

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Middlebrook Mercantile, Inc	86-2492542	Cumming	Iowa	50061	0.00

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Mar 2, 2025

POLICY EXPIRATION DATE

Mar 2, 2026



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

July 20, 2022

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		
HY-VEE, INC.	Hy-Vee Fast and Fresh	(515) 267-2949		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
5237 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Parkway	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2800	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0004185	Class E Retail Alcohol License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2025	Feb 28, 2026	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kelly Palmer						
Michael Jurgens	Urbandale	Iowa	50322	Executive Vice President, Secretary, Chief Counsel	0.00	Yes
Jeremy Gosch	Urbandale	Iowa	50323	Vice Chairman, Chief Executive Officer	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	SVP, Accounting, Controller	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

RESOLUTION NO. 2025-05
City of Cumming

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR
THE PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS FROM
CERTAIN LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2025-2026
BUDGET**

WHEREAS, the City Council of Cumming, Iowa is preparing the annual budget for the Fiscal Year 2025-2026; and

WHEREAS, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

WHEREAS, interested residents or taxpayers having comments for or against the maximum property tax dollar proposal from certain levies may appear and be heard at the public hearing at the City Council Meeting on March 24, 2025 at 6:00 PM at Cumming City Hall, Cumming, Iowa; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cumming, Iowa, that this confirms that the City Council order the publication of a notice of public hearing pertaining to proposed maximum property tax dollars from certain levies. 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, such notice being in the form attached to this resolution, and such posting shall be not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

BE IT FURTHER RESOLVED, by the City Council of the City of Cumming, Iowa, that the City Clerk is hereby authorized and directed to execute said Resolution.

Passed and approved this 10th day of February 2025.

Brent Highfill, Mayor

ATTEST:

Nichole Onstot, City Clerk

ORDINANCE NO. 2025-01

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF CUMMING, IOWA, AN **ELECTRIC SYSTEM** AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

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

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called “Company,)” and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Cumming, Iowa, (hereinafter called the “City,)” a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, rights of way and alleys to serve customers within the City, and to furnish and sell electric energy to the City and its inhabitants. The Company is granted the right to exercise of powers of eminent domain, subject to City Council approval. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2023 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as to excavate and bury conduits or conductors for the distribution of electric energy and communications signals in and through the City, provided the same shall be placed in accord with this franchise and City code regulations of the City, regarding the placement of structures, facilities, accessories or other objects in the right of way, including ordinances which assign corridors or other placements to users of the right of way and requirements which may be adopted regarding separation of structures, facilities, accessories or other objects.

Section 4. The Company shall, excluding facilities located in private easements or public utility easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company’s Tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended (“Tariff”), at its cost and expense, locate and relocate its existing installations located in, on, over or under the right-of-way of any public street, right of way or alley in the City in such a manner as the City may require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street right of way or alley. The Company shall not be required to pay any City permits as needed as a result of City required relocation. If the City has a reasonable alternative route for the street, right of way or alley or an alternative construction method, which

would not cause the relocation of Company installations or would minimize the cost or expense of relocation of Company installations, the City and Company shall work together to consider said alternative route or construction method. The City shall, in the extension or modification of streets and roads, make provision for the placement of company service lines and facilities on City-owned right of way without charge to Company. In planning for the extension or modification of streets, the City shall, to the extent practicable design such changes to limit the need for relocation of Company facilities. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of the relocation plan and profile and cross section drawings. If vegetation and tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of vegetation and tree removals does not coincide with Company's facilities relocation schedule and the Company must remove vegetation and trees that are included in the City's portion of the project, the City shall either remove them or reimburse the Company for the expenses incurred to remove said materials. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and provide City representatives with advance notice prior to the actual commencement of the work, and shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or obtaining the permit, provided, however, that Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. The Company shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. The Company shall comply with all City ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. The Company shall replace the surface, restoring the condition as existed prior to the Company's excavation but shall not be required to improve or modify the public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition. Company shall complete all repairs in a timely manner. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities and their replacements on, below, above, or

beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for the existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate a project for the primary benefit of a commercial or private developer or other non-public entity, the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify, save and hold harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. The pruning and removal of vegetation and trees shall be done in accordance with current nationally accepted safety and utility industry standards and federal and state law, rules and regulations. The Company is authorized and empowered to prune or remove at Company expense, any tree extending into any street, avenue, right of way, alley, public place or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches, or trunks from interfering with the wires and facilities of the Company. The pruning and removal of vegetation and trees shall be completed in accordance with nationally accepted safety and utility standards, NSI Z133.1-2012, American National Standard for Arboricultural Operations-Safety Requirements, and ANSI A300(part 1) – 2008 Pruning, (Revision of ANSI A300 part 1-2001) American National Standard for Tree, Shrub, and other Woody Plant Management – Standard of Practices (Pruning) or subsequent revisions to these standards, and City ordinances regarding the pruning of trees that incorporate by reference that standard.

Section 11. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which

it owns or over which it has control that is located in City right of way, including documents, maps and other information in paper or electronic or other forms (“Information.”) The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds, and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or other Information provided to the City by the Company shall be made available to the public or other entities if such documents or Information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 12. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company’s tariff and made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. There is hereby imposed upon the customers a franchise fee of one (1) percent upon the gross revenues, minus uncollectible accounts, generated from sales of electricity and distribution service, pursuant to the Tariff, by the Company within the corporate limits of the City. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

A. City agrees to modify the level of franchise fees imposed only once in any 24-month period.

B. Company will use its best efforts to commence collection of franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City’s documentation of customer classes subject to or exempted from City-imposed franchise fee.

C. City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

D. Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to

provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 14. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 15. This franchise shall apply to and bind the City and Company and their successors and assigns.

Section 16. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. If any of the provisions of this franchise ordinance are for any reason declared to be illegal or void, the lawful provisions of this franchise ordinance, which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the franchise ordinance contained no illegal or void provisions.

Section 18. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 19. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication.

Section 20. Upon the effective date of this ordinance, all prior franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF CUMMING, IOWA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

City Clerk

(OFFICIAL SEAL)

I, Nichole Onstot, City Clerk of the City of Cumming[, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2025, and signed by the mayor _____, 2025, and published/posted as provided by law on _____, 2025.

City Clerk

(OFFICIAL SEAL)

ORDINANCE NO. 2025-02

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF CUMMING, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

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

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called “Company,”) and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Cumming, Iowa, (hereinafter called the “City,”) a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2023, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with any above or below-ground utility services or facilities which have been or may hereafter be located by or under authority of the City.

Section 4. The Company shall, excluding facilities located in private easements or public utility easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company’s tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended (“Tariff,”) at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley. The Company shall not be required to pay any City permits as needed as a result of City required relocation. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. If the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City shall select said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation

plan and profile and cross section drawings. If tree and vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree/vegetation removal does not coincide with the Company facilities relocation schedule and Company must remove trees/vegetation that are included in the City's portion of the project, the City shall either remove the material at its cost or reimburse the Company for the expenses incurred to remove said vegetation or trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. The City's vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for the existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities as may be required here under, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses,

damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in the public right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Upon receipt of a request from a third party for information concerning information about the Company's facilities within the City, the City will promptly submit same to Company. If the Company believes any of the information requested constitutes a trade secret which may otherwise be protected from public disclosure by state or federal law, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time, then the Company shall provide the City with a written explanation of the basis for such assertion of confidentiality or exemption from disclosure within ten (10) days.

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. A franchise fee of one (1) percent is imposed upon, and shall be collected from, the natural gas customers of the Company receiving service and located within the corporate limits of the City. The franchise fee shall be imposed upon the gross receipts, minus uncollectible accounts, generated from sales of natural gas and distribution service with the following conditions.

A. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

B. City agrees to modify the level of franchise fees imposed only once in any 24-month period.

C. The Company will use its best efforts to commence collection of franchise fees on or before the first

Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

D. City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

E. Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

G. With respect to the distribution or transportation by the Company of natural gas sold to the customer by a third-party supplier of the commodity, the percentage of gross receipts shall be applied to the customer's full cost of gas delivered within the City, including all costs of acquisition, ownership, and transportation whereof, wherever incurred. In determining the amount of the fee, the Company may presume that the customer's commodity cost of gas is the same as if the gas were sold by the Company, unless a different cost is provided.

Section 15. Upon implementation of a franchise fee, the City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge Company right of way management fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 16. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. If any section, provision, or part of this ordinance shall be adjudged to be 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 18. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 19. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication.

Section 20. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ___th day of _____ 2025.

CITY OF CUMMING, IOWA

By: _____

Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

I, Nichole Onstot, City Clerk of the City of Cumming, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2025, and signed by the mayor _____, 2025, and published as provided by law on _____, 2025.

City Clerk

FIRE AND EMERGENCY MEDICAL SERVICES CONTRACT AGREEMENT PURSUANT TO IOWA CODE SECTION 28E BETWEEN THE CITY OF CUMMING, IOWA AND THE CITY OF NORWALK, IOWA

This Fire and Emergency Medical Services contract agreement (hereinafter "Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the City of Cumming, an Iowa municipal corporation; and the City of Norwalk, an Iowa municipal corporation.

WHEREAS, the cities of Cumming and Norwalk have previously entered into a contract for Fire and Emergency Medical Services, most recently dated July 20, 2023; and

WHEREAS, the cities of Cumming and Norwalk desire to amend and extend the terms and conditions of the Fire and Emergency Medical Services contract pursuant to Iowa Code 28E.31.

NOW, THEREFORE, the parties to this Agreement hereby covenant and agree as follows:

ARTICLE 1. GENERAL

Section 1. Purpose. This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Fire and Emergency Medical Services (EMS) in case of an Emergency arising within the City of Cumming (see Exhibit A), except as may be provided herein. Services do not include administrative services beyond the operational management of direct fire or EMS delivery of services. Services not part of this agreement include, but are not limited to, fire inspections, fire investigations, plan review associated with administration of the International Fire Code, legal review, and all other fire and EMS ancillary services.

Section 2. Term. This Agreement shall continue in effect from the Effective date, July 1, 2025 until terminated by either party. This Agreement may be terminated by either party only by delivery of notice to the other party not later than January 1 of any given year after the year ending December 31, 2025. The termination shall be effective on July 1 occurring eighteen (18) months after the January 1 following the giving of the required Notice.

Section 3. No Separate Legal Entity or Property Disposition. No separate legal entity is created by this Agreement and no personal property shall be acquired by the City of Cumming or the City of Norwalk. The City of Norwalk will own, maintain, house and staff the fire protection and other emergency equipment used under this Agreement.

Section 4. Indemnification. City of Cumming agrees to release, acquit, and forever discharge and hold harmless the City of Norwalk, its officers, agents, and employees for all liability arising out of or connected with the use of City of Norwalk equipment or personnel for Fire and Emergency Medical Services provided pursuant to this agreement, and City of Cumming further agrees to indemnify, defend, and hold harmless the City of Norwalk, its officers, agents, and

employees against any and all claims, of whatever description, arising out of or connected with such use of the City of Norwalk equipment or personnel.

ARTICLE 2. FIRE ENFORCEMENT AND EMERGENCY MEDICAL SERVICES AGREEMENT

Section 1. Fire Enforcement and Emergency Medical Services. The City of Norwalk agrees to provide fire suppression protection and emergency medical response services for all property within the City of Cumming consistent with the level of service required by the Iowa Code unless the required service is unavailable or otherwise engaged at the time.

Section 2. Mutual Aid. In the event the required service is unavailable or otherwise engaged at the time, Norwalk shall follow its normal procedures to invoke its mutual aid agreements with other departments.

Section 3. Compensation. The City of Cumming agrees to pay the amounts below for fire and emergency services, per thousand dollars of net assessed value of taxable property within the City of Cumming as determined by Warren County levy authority. This amount shall be payable annually on a fiscal year basis. In addition to the compensation herein, the City of Norwalk reserves the right to charge the individual user of the services provided pursuant to fee schedules outlined in the Norwalk Code.

Term Start	Term End	Amount ¹	Deadline for Payment
July 1, 2025	June 30, 2026	\$1.98/\$1,000 (\$206,451)	June 30, 2026

Payment amounts shall be based upon an amount determined by dividing the total net budgeted cost of providing the services from July 1st through June 30th, including depreciation of existing equipment and facilities, divided by the total net assessed value of taxable property for both Norwalk and Cumming combined.

On February 1st of each year, Norwalk shall provide Cumming its computation for the amount of payment due and the equivalent levy amount for the upcoming fiscal year. This amount will be used by both cities for budgeting purposes.

The computation will be the actual amount due and equivalent levy amount for the fiscal year commencing July 1st. The computation (Exhibit C) is based upon budgeted costs of providing service and influenced by the previous fiscal year and the taxable value of property provided by the Warren County levy authority and shown in the Iowa Department of Management website <https://dom-localgov.iowa.gov> (Under the Valuation Reports link, Taxable Valuations By Individual Levy Authority) for each fiscal year. See Exhibit B for a sample report from FY2024 reflective of property tax revenue for FY26.

¹ See Exhibit C for levy, calculated cost for FY26 and formulas.

An example of the calculation for the term starting July 1, 2025 is attached hereto as an example.

ARTICLE 3. AUTHORITY

Section 1. Fire/EMS Authority. Fire protection and EMS personnel shall work under the supervision of the Norwalk Fire Chief and equipment furnished by the City of Norwalk shall remain under the control and direction of the Norwalk Fire Chief.

Section 2. Disaster Declaration Authority. The City of Cumming shall have full authority to declare disasters within its own jurisdictional boundaries. The City of Cumming shall carry the responsibility of managing and maintaining their own Emergency Operations Plan. The City of Cumming shall also be responsible for funding any disaster recovery efforts or added emergency response or other expenses during such a disaster and shall indemnify and hold Norwalk harmless for such expenses. In the event that the City of Norwalk is impacted by the same disaster, delivery of services to Cumming may be delayed.

Section 3. City Council Meetings and Reporting. The Norwalk Fire Chief shall provide to the City of Cumming timely reports or reasonable attendance at council meetings as needed or requested.

ARTICLE 4. FILING AND RECORDING

Section 1. Filing and Recording Responsibility. The City of Norwalk shall file this Agreement with the Iowa Secretary of State as required by Iowa Code Section 28E.

IN WITNESS WHEREOF, the City of Cumming and the City of Norwalk have caused this Agreement to be executed by their respective Council and Board.

City of Cumming, Iowa

By: _____

It's: Mayor

By: _____

It's: City Clerk

STATE OF IOWA)
) SS:
WARREN COUNTY)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ respectively, of the City of Cumming, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council under Roll Call No. _____ on the ____ day of _____, 2025 and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City of Cumming, by it and by them voluntarily executed.

Notary Public in and for said State

City of Norwalk, Iowa

By: Tom Phillips
It's: Mayor

By: Lindsey Offenburger
It's: City Clerk

STATE OF IOWA)
) SS:
WARREN COUNTY)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public and for the State of Iowa, personally appeared Tom Phillips and Lindsey Offenburger, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Norwalk, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council under Roll Call No. _____ on the ____ day of _____, 2025 and Tom Phillips and Lindsey Offenburger acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City of Norwalk, by it and by them voluntarily executed.

Notary Public in and for said State

EXHIBIT A
CITY OF CUMMING

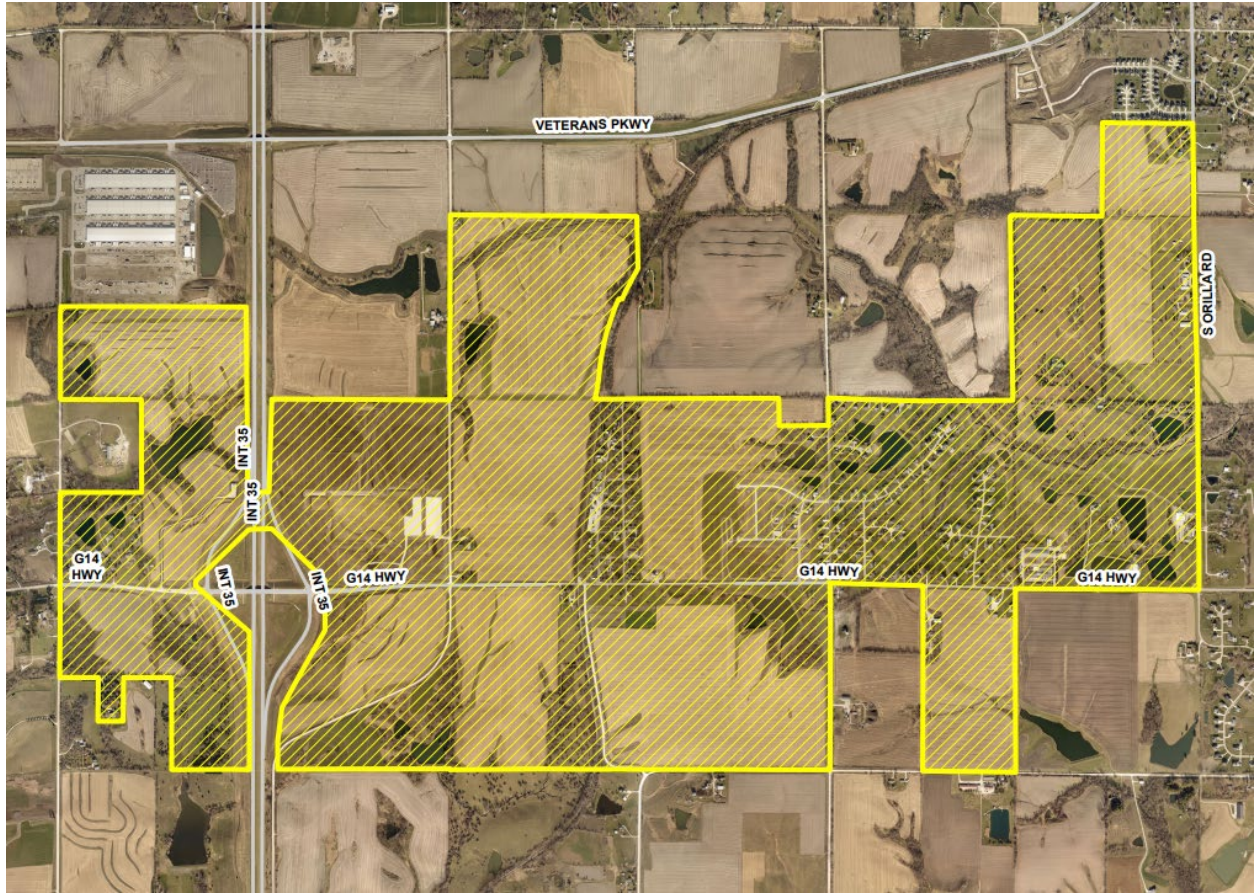


EXHIBIT B TAXABLE VALUATION REPORT SAMPLE

AutoSave Off 2024_91_Warren_Co_Taxable Valuations By Levy Authority And Co... Search

File Home Insert Draw Page Layout Formulas Data Review View Automate Help Acrobat Connect

Clipboard Font Alignment Number Styles Cells

C7 : Warren County

Year	County	County Name	Code	Name	Non TIF Including GE	TIF Including GE	Total Including GE	Non TIF Excluding GE	Total Excluding GE
2024	91	WARREN COUNTY	RURAL	WARREN	1,295,077,923	154,259	1,295,269,182	1,269,757,904	1,269,949,163
2024	91	WARREN COUNTY	URBAN	WARREN	1,966,218,773	448,964,570	2,415,183,343	1,943,644,383	2,392,608,953
				TOTAL FOR COUNTY	3,261,296,696	449,155,829	3,710,452,525	3,213,402,287	3,662,558,116
2024	91	WARREN COUNTY	9191D001	WARREN COUNTY ASSESSOR	3,261,296,696	-	-	3,213,402,287	-
				TOTAL FOR ALL ASSESSORS	3,261,296,696	-	-	3,213,402,287	-
2024	91	WARREN COUNTY	9161G576	BEVINGTON REGULAR	6,735,593	-	6,735,593	6,716,330	6,716,330
2024	91	WARREN COUNTY	9161G576	BEVINGTON AGRICULTURAL	39,366	-	-	39,366	-
2024	91	WARREN COUNTY	9177G717	DES MOINES REGULAR	16,450,470	-	16,450,470	15,173,895	15,173,895
2024	91	WARREN COUNTY	9177G717	DES MOINES AGRICULTURAL	2,292,537	-	-	2,292,537	-
2024	91	WARREN COUNTY	9177G727	WEST DES MOINES REGULAR	26,129,380	277,931,333	304,060,713	25,214,741	303,146,074
2024	91	WARREN COUNTY	9177G727	WEST DES MOINES AGRICULTURAL	857,867	-	-	857,867	-
2024	91	WARREN COUNTY	9191G869	ACKWORTH REGULAR	5,912,253	-	5,912,253	5,775,009	5,775,009
2024	91	WARREN COUNTY	9191G869	ACKWORTH AGRICULTURAL	214,409	-	-	214,409	-
2024	91	WARREN COUNTY	9191G870	CARLISLE REGULAR	183,962,447	1,769,494	185,731,941	183,649,232	185,418,726
2024	91	WARREN COUNTY	9191G870	CARLISLE AGRICULTURAL	390,409	-	-	390,409	-
2024	91	WARREN COUNTY	9191G871	CUMMING REGULAR	74,345,672	29,838,654	104,184,326	74,234,227	104,072,881
2024	91	WARREN COUNTY	9191G871	CUMMING AGRICULTURAL	1,540,698	-	-	1,540,698	-
2024	91	WARREN COUNTY	9191G872	HARTFORD REGULAR	23,245,918	-	23,245,918	22,878,899	22,878,899
2024	91	WARREN COUNTY	9191G872	HARTFORD AGRICULTURAL	340,040	-	-	340,040	-
2024	91	WARREN COUNTY	9191G873	INDIANOLA REGULAR	703,033,963	49,219,680	752,253,643	701,356,877	750,576,557
2024	91	WARREN COUNTY	9191G873	INDIANOLA AGRICULTURAL	1,947,769	-	-	1,947,769	-
2024	91	WARREN COUNTY	9191G874	LACONA REGULAR	6,561,742	-	6,561,742	6,409,537	6,409,537
2024	91	WARREN COUNTY	9191G874	LACONA AGRICULTURAL	32,054	-	-	32,054	-
2024	91	WARREN COUNTY	9191G875	MARTENSDALE REGULAR	14,082,417	-	14,082,417	13,752,273	13,752,273
2024	91	WARREN COUNTY	9191G875	MARTENSDALE AGRICULTURAL	43,428	-	-	43,428	-
2024	91	WARREN COUNTY	9191G876	MILO REGULAR	24,915,253	-	24,915,253	24,417,920	24,417,920
2024	91	WARREN COUNTY	9191G876	MILO AGRICULTURAL	129,546	-	-	129,546	-
2024	91	WARREN COUNTY	9191G877	NEW VIRGINIA REGULAR	14,038,832	-	14,038,832	13,827,631	13,827,631
2024	91	WARREN COUNTY	9191G877	NEW VIRGINIA AGRICULTURAL	63,444	-	-	63,444	-
2024	91	WARREN COUNTY	9191G878	NORWALK REGULAR	848,274,920	89,967,534	938,242,454	831,964,418	921,931,952
2024	91	WARREN COUNTY	9191G878	NORWALK AGRICULTURAL	3,126,119	-	-	3,126,119	-
2024	91	WARREN COUNTY	9191G879	ST MARYS REGULAR	3,703,996	-	3,703,996	3,536,768	3,536,768
2024	91	WARREN COUNTY	9191G879	ST MARYS AGRICULTURAL	12,260	-	-	12,260	-

EXHIBIT C
Calculation of Equitable Levy (including formulas)²

FY2026

Below is the calculation to determine equitable Fire/EMS levy rates.

Information:

Total Operating Budget (includes 1/2 Westcom)	2,065,671
Cost per \$1,000 of taxable Value	1.98

Taxable Value with TIF	Norwalk	Cumming
Taxable Value (from Dept of Management*)	938,242,454	104,184,326
Equitable Cost for Fire/EMS for upcoming Fiscal Year	1,859,219	206,451
Current/Prior Fiscal Year Payment	2,065,671	128,000

Formula and Details:

Total Norwalk Fire Department Operations	598,200	"+"
Total Norwalk Fire Department Benefits	234,300	"+"
Total Norwalk EMS Department Operations	1,152,100	"+"
Total Norwalk EMS Department Benefits	609,900	"+"
Cost of City Administration for the FD/EMS (5% of Admin GF wages only)	40,000	"+"
Total Fire/EMS Revenue (not including Cumming revenue)	691,000	"-"
Westcom Dispatch Cost (13% of Westcom)	66,950	"+"
Capital Equipment (depreciation schedule, which covers LOSST)	\$388,144	"+"
Remove Fire/EMS Administration not associated with direct Fire/EMS Service	332,924	"-"
Total	2,065,671	

Fire/EMS Admin Provided to Cumming (as a % of total)	10%	
Cost of Fire Dept Administration (Wage/benefits for Chief and Fire Marshal)	369,915	<i>This is included in the operations/benefits above</i>

* For FY26 you need to enter the Taxable Value including TIF for the 2023-2024 tax year

Go to Dept of Management and find County Data Property Valuation Reports

Then go to "Valuation Reports"

Then go to "Taxable Valuations By Levy Authority & County"

Download the Excel CSV file

It will ask you to select the year of the report (select the most recent)

For FY26 you will select 2024 (this is the tax year as taxes run a year in arrears)

Find the column for "Total Including GE"

Enter the corresponding numbers for Norwalk & Cumming

² These are amounts from the FY26 Budget. These amounts will change each year reflecting changes to the Norwalk Fire/EMS Department.

	A	B	C
1	FY2026		
2	Below is the calculation to determine equitable Fire/EMS levy rates.		
3			
4	Information:		
5	Total Operating Budget (includes 1/2 Westcom)	=B23	
6	Cost per \$1,000 of taxable Value	=B5/((B9+C9)/1000)	
7			
8	Taxable Value with TIF	Norwalk	Cumming
9	Taxable Value (from Dept of Management*)	938,242,454	104,184,326
10	Equitable Cost for Fire/EMS for upcoming Fiscal Year	=(B9/1000)*\$B\$6	=(C9/1000)*\$B\$6
11	Current/Prior Fiscal Year Payment	=B5	128,000
12			
13	Formula and Details:		
14	Total Norwalk Fire Department Operations	598,200	"+"
15	Total Norwalk Fire Department Benefits	234,300	"+"
16	Total Norwalk EMS Department Operations	1,152,100	"+"
17	Total Norwalk EMS Department Benefits	609,900	"+"
18	Cost of City Administration for the FD/EMS (5% of Admin GF wages only)	40,000	"+"
19	Total Fire/EMS Revenue (not including Cumming revenue)	691,000	"-"
20	Westcom Dispatch Cost (13% of Westcom)	=515000*0.13	"+"
21	Capital Equipment (depreciation schedule, which covers LOSST)	=Capital Equipment FY26'IS11	"+"
22	Remove Fire/EMS Administration not associated with direct Fire/EMS Service	=B27*(1-B26)	"-"
23	Total	=B14+B15+B16+B17+B18-B19+B20+B21-B22	
24			
25			
26	Fire/EMS Admin Provided to Cumming (as a % of total)		10%
27	Cost of Fire Dept Administration (Wage/benefits for Chief and Fire Marshal)	369,915	<i>This is included in the operations/benefits above</i>

EXHIBIT C Depreciation Spreadsheet³

Capital Equipment																		
Updated 1/2025	Ambulance	Ambulance	Ambulance	Car	Car	Engine	Engine	Tower	Tender	Utility	Attack	Polaris	Zodiac	50% of Public Safety Building	Radios	Air Pack Equipment	Ambulance	Total Annual
Unit Name	1	2	3	600	605	610	611	615	616	619	617	Ranger	Boat					
Fiscal Year Purchase	2021	2015	2017	2023	2015	2017	2023	2008	2006	2018	2006	2017	2018	2001	2022	2022	2025	
# Units	1	1	1	1	1	1	1	1	1	1	1	1	1					
\$ Unit Cost	\$350,000	\$350,000	\$350,000	\$65,000	\$50,000	\$730,000	\$745,000	\$850,000	\$200,000	\$65,000	\$100,000	\$15,000	\$10,000					
Purchase Amount	\$350,000	\$350,000	\$350,000	\$65,000	\$50,000	\$730,000	\$745,000	\$850,000	\$200,000	\$65,000	\$100,000	\$15,000	\$10,000	\$2,500,000	\$242,000	\$320,000	\$400,000	
Replace (Yrs)	9	9	9	10	10	20	20	20	20	10	20	20	20	50	10	10	9	
Salvage Value	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$500,000	\$0	\$0	\$0	
Annual Cost Inc.	\$38,889	\$38,889	\$38,889	\$6,500	\$5,000	\$36,500	\$37,250	\$42,500	\$10,000	\$6,500	\$5,000	\$750	\$500	\$50,000	\$24,200	\$32,000	\$44,444	
Depreciation	\$36,667	\$36,667	\$36,667	\$4,500	\$3,000	\$35,500	\$36,250	\$41,500	\$9,000	\$4,500	\$4,000	-\$250	-\$500	\$40,000	\$24,200	\$32,000	\$44,444	\$388,144

³ This is the calculation reflecting the FY26 Budget