

**NOTICE OF REGULAR COUNCIL MEETING
CUMMING CITY COUNCIL
February 24, 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

FY 26 BUDGET GUESTS: V&K Building Services

CONSENT ITEMS

- A. Minutes from February 10, 2025, Regular Council Meeting
- B. Payment of Bills
- C. Approve Alcohol License for Casey's General Store
- D. Receive and File Planning & Zoning Commission Meeting Minutes from October 24, 2024
- E. Receive and File Planning & Zoning Commission Meeting Minutes from January 28, 2025
- F. Appointment of Doug Harris to the Park & Recreation Board

BUSINESS ITEMS

- A. Resolution 2025-06 A Resolution Approving and Adopting a Revenue Purpose Statement for Expenditure of Fee Revenues from Proposed Electric and Natural Gas Franchise Fees
- B. Second 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%.
- C. Second 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%
- D. Resolution 2025-07 Rooster's Coffee Site Plan
- E. Update on Zoning Code Enforcement Properties
- F. Mid-American Energy Gas Service to Old Town-with Old Town Sewer Project
- G. Discussion and Consideration of Resolution 2025-08 Norwalk Fire/EMS Agreement

ADJOURN INTO WORKSESSION

- A. FY 26 Budget Work Session: Fire/Emergency Medical Services, Warren County Roads Agreement, 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

*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 24, 2025

SUBMITTED BY:

Rita Conner, City Administrator

FY 26 BUDGET GUESTS: Chris Campbell with V & K Building Inspection Services will be present to talk about the services provided and how our inspection process works.

<https://www.v-k.net/service/building-inspection/>

BUSINESS ITEMS

A, B and C: Continued process for renewal of gas and electric franchises with Mid-American Energy Company and creation of 1% franchise fees for both electric and gas.

- Resolution 2025-06 is the required Revenue Purpose Statement that describes what franchise fee funds can be spent on. The language is at the bottom of the resolution. Please also see the accompanying table in your packet information that details anticipated revenues from the franchise fee and shows the changes to the collected Local Option Sales Tax (LOST). The revenue purpose statement must have Council approval prior to the consideration of the second readings of the ordinances.

D. Resolution 2025-07 Rooster's Coffee Site Plan. Please see accompanying separate staff report for this item.

E. Update on Zoning Code Enforcement Properties: This year, we are working to revisit properties that have previously been advised of code or zoning violations but have not resolved them (tall grass/weeds, inoperable vehicle parking, storage of junk, etc.). Two properties with these conditions are adjacent to the proposed development site for Rooster's Coffee Shop and will be receiving notices to abate.

F. Mid-American Energy Proposed Gas Service to Old Town: Staff and McClure Engineering have continued work with Mid Am to bring natural gas service to Old Town in conjunction with the sanitary sewer and street rehabilitation project. Mid-Am has requested anticipated load needs from commercial businesses, which we are obtaining. They also need to know if Council sees the natural gas service as an "all in" proposal, or if property owners would be given the ability to opt out and remain with propane. With this information, Mid-Am can develop a timeline, plan and design. This work will be partially ahead of the sanitary sewer work, with extension of the gas main and services first, then activation of the service at a later stage. Staff will be providing a letter to Old Town addresses that will outline what needs to occur for gas conversion to the properties.

G. Discussion and consideration of Resolution 2025-08 City of Cumming/City of Norwalk Fire/Emergency Medical Services Agreement: In 2023, Council approved a two-year agreement that had Norwalk Fire/EMS responding with equipment and personnel for a cost of around \$67,000 in Year 1 and about \$108,000 in Year 2. Annual cost in the proposed FY 26 agreement is \$206,451.

The quality of the department and the services provided are not in question. The increase in cost, and the ability to bear future cost increases, is of concern, particularly with the new 3% cap on general fund tax collections. We have had initial positive discussions with the Northern Warren

Fire/EMS Department, both in 2023 and in recent weeks. The necessary metrics appear to be in place (trained personnel, response times, equipment, facilities), and we have a second meeting being scheduled with department leadership and additional elected officials.

Our FY 26 budget includes the \$206,451 cost for Norwalk Fire/EMS. Our budget public hearing is scheduled for April 14 and the budget needs to be submitted to the Warren County Auditor by April 30.

Council options:

- Approve agreement at this meeting with the City of Norwalk, which would start July 1, 2025. The agreement is generally an 18-month agreement, with provision for ending by either party with appropriate notice.
- Table the agreement to allow for additional discussion and potentially building a service framework with Northern Warren. Depending on what can be achieved over the next month between the parties, Council can determine if there is support from Councilmembers to act on a FY 26 agreement with Northern Warren.
- Hybrid of the two above options, such as remaining with the City of Norwalk for FY 26 and taking additional time over the next 6-12 months to work on a long-term alternative with Northern Warren.

FY 26 BUDGET WORKSESSION

- As needed, continued discussion on fire/ems service
- Warren County Roads Agreement
 - Met with Warren County and McClure Engineering to discuss road maintenance (snow removal, gravel roads and right of way mowing/maintenance)
 - Review map with Council
 - Plan for Cumming Avenue as capital project in FY 26; discuss S. 15th Street, which is partially included in development agreement with Wilson's Orchard
 - Phase II sanitary sewer study

**OFFICIAL PUBLICATION
CITY OF CUMMING
Regular Council Meeting 02/10/2025
To Be Approved at 02/24/2025 Meeting**

The regular City Council Meeting of the City of Cumming was held at Cumming City Hall 649 N. 44th St. on February 10, 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 Goode, Jr. to approve the agenda. Approved 5-0.

Public Comment: None

Public Hearing:

- A. Motion by Squier, seconded by Cackler to open the Public Hearing on Renewing Electric Franchise Agreement with MidAmerican Energy and Initiating 1% Franchise Fee at 6:01PM. Approved 5-0.
 - a. Mark Atkinson, 4325 N Dawson Ave, is present and he has concerns that the fee may be raised in the future to be more than 1%. Motion by Cackler, seconded by Squier to close the public hearing at 6:06PM. Approved 5-0.
- B. Motion by Squier, seconded by Cackler to open the Public Hearing on Renewing Natural Gas Franchise Agreement with MidAmerican Energy and Initiating 1% Franchise Fee at 6:06PM. Approved 5-0.
 - a. Mark Atkinson, 4325 N Dawson Ave, inquiries about if this is an opportunity to bring natural gas to Old Town during the sewer project. Rita Conner, City Administrator, said that there is a separate conversation going on with MidAmerican regarding bringing natural gas to Old Town. Natural gas is currently located in Great Western Crossing, Apple Creek, and Hy-Vee. Prairie Shores do not have natural gas; their LP tanks are buried. Motion by Cackler, seconded by Squier to close the public hearing at 6:08PM. Approved 5-0.

Consent Items:

Motion made by Ochanpaugh, seconded by Cackler to approve Consent Items; Minutes from January 27, 2025, as corrected, Payment of Bills, January 2024 Financials, January 2024 Sheriff's Report, Approve Alcohol License for Middlebrook Mercantile, Approve Alcohol License for Hy-Vee Fast & Fresh, and Resolution 2025-05 Set a Public Hearing for the Property Tax Levy on March 24, 2025. Approved 5-0.

Business Items:

- A. Motion by Ochanpaugh, seconded by Goode, Jr for the 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%. Approved 4-1, Cackler nay. RC Vote.
- B. Motion by Hungerford, seconded by Ochanpaugh for the 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%. Approved 4-1, Cackler nay. RC Vote.

Adjourn Into Work Session FY 26 Budget

- A. Motion by Cackler, seconded by Squier to enter budget work session at 6:30PM. Approved 5-0.
 - a. Rita Conner provided an update on the budget and Norwalk Fire Department agreement for Fiscal Year 26. The City of Norwalk has provided a draft agreement for our review. The new amount for the agreement is \$198,000 for Fiscal Year 2026. The agreement utilizes the City of Cumming's 100% valuation to determine the debt service tax rate. The debt service rate as proposed in the agreement will be \$1.98. The agreement will take us through the middle of Fiscal Year 2027. Over the next 5 years, we will pay over \$1,000,000 for fire service to the City of Norwalk. Rita Conner is meeting with the Northern Warren Fire Department on February 13, 2025. They are both Fire & EMS. Rita Conner and Alex Schlader are working with the Warren County attorney to get a new maintenance agreement.
- B. Motion by Cackler, seconded by Ochanpaugh to adjourn budget work session at 7:26PM. 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. DM Metro Electric has a portion of their building up for lease. Rooster's Coffee Site Plan was approved at Planning & Zoning Commission on January 28, 2025, at a 5-1 Vote. It will be presented to the council in the future. Planning & Zoning had discussion surrounding the three-way stop at N 43rd and Cumming Ave. There was also discussion surrounding parking during events in Old Town.

Adjourn:

Motion by Cackler, seconded by Ochanpaugh to adjourn the meeting at 7:42 PM. Approved 5-0.

NEXT CITY COUNCIL MEETING: February 24, 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	02/13/2025		Combined Syste...	Invoice 170180	-104.50
Check	02/13/2025		Veenstra & Kim...	Invoice 41235-82	-26,083.59
Check	02/13/2025		N/Warren Town ...	Minutes 12.09.24	-163.68
Check	02/13/2025		Veenstra & Kim...	Invoice 41233-094-6	-401.75
Check	02/13/2025		N/Warren Town ...	Minutes 08.12.24	-144.75
Check	02/13/2025		Roger's Septic	Invoice 45286	-265.00
Check	02/13/2025		Warren Co. Sno...	December 12-14, 2024	-2,453.40
Check	02/18/2025		City of Norwalk	Invoice 295	-100.00
Check	02/18/2025		N/Warren Town ...	Minutes & Public Hearing	-217.77
Check	02/18/2025		Warren County ...	Tax Bills	-68.25
Check	02/18/2025		First Net	Invoice 287321929420	-11.40
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-094-4	-99.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-095-1	-2,134.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-097-1	-7,247.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-097-5	-2,765.66
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-097-6	-711.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-098-1	-714.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41233-092-3	-660.00
Check	02/21/2025		Veenstra & Kim...	Invoice 41242-15	-2,530.80
Check	02/21/2025		PFM Financial S...	Invoice 133848	-15,037.50
Total					-61,913.05



Date	Invoice Number
December 2, 2024	133848
Payment Terms	Due Date
Upon Receipt	December 2, 2024

Bill To:
Rita Connor

City of Cumming, Iowa
649 N 44 Street
Cumming, IA 50061
United States of America

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100

Federal Tax ID: 81-1642787

Remittance Options:

Via ACH (preferred):
PFM Financial Advisors LLC
Bank Name: M&T Bank
ACH# (ACH): 031302955
Account #: 9865883681

Via Wire:
Bank Name: M&T Bank
ABA# (Wire): 022000046
Account #: 9865883681

Via Mail:
PFM Financial Advisors LLC
P.O. Box 65117
Baltimore, MD 21264-5117
United States of America

RE: Municipal Advisor Services - General Obligation Corporate Purpose Note, Series 2024

Professional Fees	\$15,000.00
Data Expense (\$0.025 per \$1,000 Bond par amount. Not to exceed \$2,500)	\$37.50
Total Amount Due	\$15,037.50

City of Cumming
Vendor QuickReport
January 1, 2021 through February 18, 2025

McClure Engineering Co.		
Date	Memo	Credit
06/08/2023	INV#145794 Cumming Sanitary Sewer Collection System-Old Town Project	\$ 6,484.00
08/23/2023	Invoice 146767	\$ 10,884.00
10/19/2023	Invoice 148167	\$ 13,928.25
11/30/2023	Invoice 147562 - July 30 - August 26, 2023	\$ 8,747.25
11/30/2023	Invoice 146110 - May 28 to July 01, 2023	\$ 70,902.00
11/30/2023	Invoice 148509 - October 1 to October 28, 2023	\$ 7,826.00
12/04/2023	Invoice 149112	\$ 16,560.00
01/16/2024	Invoice 149740 December 2023	\$ 22,940.00
02/05/2024	December 31 - January 20, 2024	\$ 20,752.00
04/02/2024	Invoice 151184	\$ 22,372.00
04/29/2024	Invoice 151766	\$ 6,190.00
07/22/2024	Invoice 152505	\$ 6,610.00
10/24/2024	Invoice 154257	\$ 17,850.00
10/24/2024	Invoice 155232	\$ 38,378.00
11/04/2024	Invoice 155694	\$ 4,010.00
11/04/2024	Invoice 150618	\$ 9,376.00
11/04/2024	Invoice 153629	\$ 12,490.00
11/04/2024	Invoice 153037	\$ 8,102.00
01/08/2025	Invoice 156359	\$ 17,540.00
01/08/2025	Invoice 156846	\$ 8,688.40
	Total	\$ 330,629.90



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S #4333	(515) 516-1479		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
5240 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE Convenience Blvd.	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Licensing Department	515-381-4090	licensingteam@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0004210	Class E Retail Alcohol License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 4, 2025	Apr 3, 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
CASEY'S GENERAL STORES						
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
CASEY'S MARKETING COMPANY	42-1435913	Ankeny	Iowa	50021	100.00



State of Iowa

Alcoholic Beverages Division

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

City of Cumming
Planning and Zoning Commission Meeting
January 28, 2025, 6Pm Central Time.
Cumming City Hall

1. Roll Call.

Present at City Hall / or Via Zoom: Ethan Roose, Karen Mckinney, Matt Daniels, John Botts, Karen Borinsky, Absent- Shamus Shelly

2. Approval of the Agenda

Motion to Approve by Botts, Second by Borinsky All voted Yes.

4. Public Comment: None

5. Acton /Discussion Items

A. Review and Recommend to council on Roosters Coffee shop site plan.

Mark Gremler spoke on behalf of his daughter the owner, Brad Cooper of Cooper- Crawford discussed the plans and the exit out onto 43rd street. We discussed easement for utility boxes and putting up a Fence around the perimeter of the store. They want apartments on the second floor and a coffee shop and salon on main level. Parking spaces were discussed. Architectural standards were also talked about.

A motion was made by Mckinney to approve with the following conditions: The 3way stop must be put back in place due to the traffic back up this will cause, Can only have a right Turn out on to G14 and block traffic from going left out to G14, Easement for utility boxes, Height of Bldg. must not exceed our maximum footage, meeting the architectural standards the bike trail our front. Motion was seconded by Karen Borinsky, Roll call: Roose yes, Botts No, Daniels yes, Borinsky yes, Mckinney yes. Motion carried.

Motion to Adjourn was made by Daniels second by Borinsky all eyes meeting adjourned at 7:38 pm

City of Cumming

Planning and Zoning Commission Meeting

October 29, 2024, 6Pm Central Time.

1. Roll Call. And motion to approve the minutes of the September 24 meeting. Motion by John second by Karen B all eyes motion passed.

Present at City Hall / or Via Zoom: Ethan Roose, Karen McKinney, Matt Daniels, John Botts, Shamus Shelley-Absent, Karen Borinsky

2. Approval of the Agenda

Motion to Approve: Botts, second by Karen B All voted Yes.

3. Approval of Consent Items.

Motion by Karen B, Second by John B. All Voted Yes.

4. Public Comment: None

5. Acton /Discussion Items

A Review and Recommend to Council on preliminary plat for The Quilted Village (Madison County plat under review under 2 mile radius

Jeff Gaddis the engineer was here and answered questions about Drainage issues and meeting DMOS requirements. And Lot size. It will also have a retention pond for drainage and franchise utilities.

A motion was made by Karen B, second by Karen Mc, all voted yes the motion carried.

B Review and Recommendation to council on Final Plat for The Quilted Village (Madison County plat with in two-mile radius) Motion was made by John B, Second by Matt D all eyes motion passed.

Motion to adjourn was made by John B, second by Karen B all passed meeting adjourned

Meeting was adjourned at 6:45

RESOLUTION 2025-06

A Resolution Approving and Adopting a Revenue Purpose Statement for Expenditure of Fee Revenues from Proposed Electric and Natural Gas Franchise Fees

WHEREAS, the City Council of the City of Cumming, Iowa, has chosen to establish utility franchise fees of 1% for the sale and distribution of electricity and natural gas within the city limits of the City of Cumming, and

WHEREAS, the City of Cumming intends to hold a public hearing on proposed ordinances granting an electric and natural gas franchises in the City to establish franchise fees on sales and distribution services of electricity and natural gas; and

WHEREAS, pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City has prepared a Revenue Purpose Statement outlining the purposes for which the City shall use electric and natural gas franchise fee revenues that will be received if the proposed ordinance is adopted.

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

1. That the "Revenue Purpose Statement for the Use or Expenditure of Electric and Natural Gas Franchise Fee Revenues for the City of Cumming, Iowa" ("Revenue Purpose Statement"), attached hereto, is hereby approved and adopted; and
2. That the City Clerk shall publish the Revenue Purpose Statement, which publication shall be made in a legal newspaper of general circulation in the City.

PASSED AND APPROVED this ____th day of _____, 2025

Mayor

Attest:

City Clerk

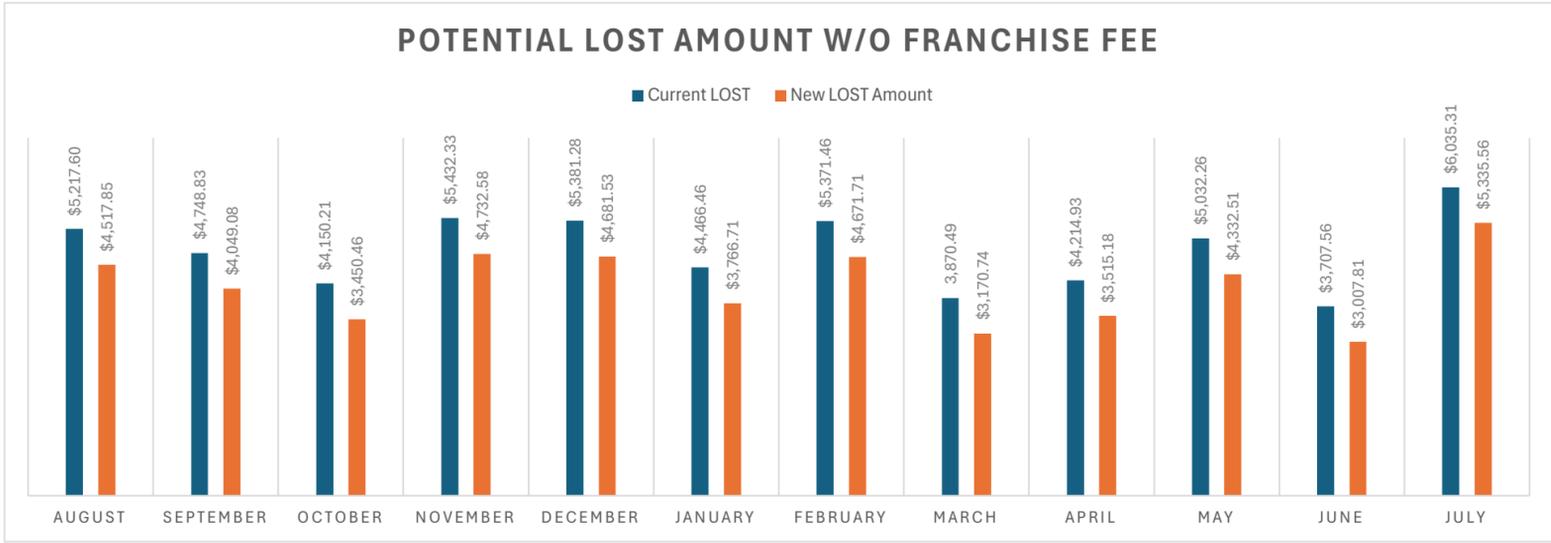
REVENUE PURPOSE STATEMENT

Pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City of Cumming, Iowa hereby establishes the following purposes allowed under Iowa Code Section 384.3A, subsection (3)(e), (f) and (g) for which franchise fee revenues from its electric and natural gas franchises with MidAmerican Energy may be used or expended, said purposes which may be narrowed after public hearing: Public safety, including the equipping of fire, police, emergency services, sanitation, stormwater, streets, and civil defense; the establishment, construction, reconstruction, repair, equipping, remodeling, and extensions of public works, public utilities, parks, trails and public transportation

systems; and the capital improvement construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes.

FY 2024 LOST													
	August	September	October	November	December	January	February	March	April	May	June	July	Total
Current LOST	\$5,217.60	\$4,748.83	\$4,150.21	\$5,432.33	\$5,381.28	\$4,466.46	\$5,371.46	3,870.49	\$4,214.93	\$5,032.26	\$3,707.56	\$6,035.31	\$57,628.72
Avg of FF per month	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$699.75	\$8,397.00
New LOST Amount	\$4,517.85	\$4,049.08	\$3,450.46	\$4,732.58	\$4,681.53	\$3,766.71	\$4,671.71	\$3,170.74	\$3,515.18	\$4,332.51	\$3,007.81	\$5,335.56	\$49,231.72

Estimated Franchise Fee					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Residential	899.25	899.25	899.25	899.25	3597
Non- Residential	1200	1200	1200	1200	4800
Total Per Quarter	2099.25	2099.25	2099.25	2099.25	8397
Total Per Month	699.75	699.75	699.75	699.75	



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

Communication on Rooster's Coffee Site Plan from January 28, 2025 Planning & Zoning Commission Meeting

SUBMITTED BY:

Rita Conner, City Administrator

BUSINESS ITEMS:

Rooster's Coffee Shop Site Plan

Summary: Rooster's Coffee, LLC (Haley Gremler and Mark Gremler, Owner/Representative, 2425 Cumming Avenue Cumming, Iowa 50061) have submitted a site plan for the construction of a new 4090 square foot mixed-use building at the NW corner of N. 43rd Street and Cumming Avenue. The site may be viewed here: <https://beacon.schneidercorp.com/Application.aspx?AppID=9&LayerID=35&PageTypeID=1&PageID=964>. The proposal includes first floor commercial space for a coffee shop and salon, with three apartments on the second floor. 2025 construction is planned.

Background and general information: The site is currently vacant. It is zoned C-2, Central Business District, with future land use under the Comprehensive Plan also shown as Central Business District. The proposed uses for the building are allowable under the zoning ordinance. The site is also part of the Historic Callison PUD (Planned Unit Development), adopted in 2007 for Old Town Cumming. The Callison PUD was developed as a set of standards to protect the character of the original city and guide its future development.

The site will be served by public utilities. Water service is planned to come from the existing main in the SW section of the site off Cumming Avenue. Sanitary sewer service will come from the City's sanitary sewer planned for construction initiation this summer. The location of the project is in the area where the sanitary sewer project will start, which will assist in timing of the construction of both elements. Stormwater will be directed to the planned intake north of the driveway as shown, outlet west of the Mercantile, drain under Cumming Ave to the south ditch and to the Agrihood area pond.

The site will include 10 parking stalls. The City's sanitary sewer project proposes widening 43rd Street to 31' and including 9 on street parallel parking stalls on the west side of the street, adjacent to the site. The site's proposed parking will accommodate the zoning district requirement for two spaces per business and also provide space for the three residential units. On street parking will accommodate visitors, with additional space for public parking in the new public lot south of Cumming Ave, constructed as part of the Middlebrook Main block on new S. 44th Street.

Public sidewalk will be included on N. 43rd and the project will be requested to extend the shared use path on the north side of Cumming Avenue that currently ends on the east side of the N.43rd/Cumming Avenue intersection. Alignment and width of the path will need to be conducted with the primary goals of connectivity and walkability but also

recognizing that there are physical and other constraints that may require the path to meander, as it does to the east.

The conceptual architectural renderings included with the submittal propose a two-story building that complements both the history and scale of Old Town and the design standards utilized for the Middlebrook Agrihood. The building is positioned on the western side of the site, with the front façade to the south, facing Cumming Avenue. Bike racks and outdoor patio space are included on the east side.

The building orientation and site configuration are specific to allow for the inclusion of a drive through window for the coffee shop and the ability to maneuver vehicles successfully through the site and back onto public streets. Vehicles are proposed to enter the site at the NE corner, which also serves as an exit, and a right in/right out only access is included at the SW corner.

Considerations in Review Process:

- Drive through: This element of the project required the most detailed analysis and modification. The design team has proposed a plan that maximizes the site's capabilities, providing density with the mixed-use nature of the building, and also promoting and providing biking and walking alternatives. Traffic movement in and out of the site is helped by the location of the NE corner access drive, positioned to get vehicles onto N. 43rd to go north into Old Town (future connections to the east through Great Western Crossing plats), or south to the stop sign at Cumming Ave, which is no longer a three way stop since creation of the four way at Cumming Avenue and 44th Street. The relocation of the Cumming Avenue stopping movement one block is generally seen as a benefit to this proposal, with potentially less stacking of traffic on N. 43rd.
- Existing City alleys to the north and west: The site may benefit from working with the City on the vacation and conveyance, or usage, of the alley to the north. This discussion is continuing.
- Timing of City sanitary sewer project: Timing and coordination of this project and the City's sanitary work are critical. Old Town single family homes built in the last two years have been required to construct septic systems while awaiting public sewer. This is not a feasible solution for this site; public sewer connection is needed.

Staff Recommendation to P & Z: Approval

P & Z Discussion, Action and Staff Discussion Following 1.28.25 Meeting

- Full minutes from the meeting are included in Council packet
- P & Z discussed parking and architectural standards
- Motion included recommendations:
 - The 3-way stop must be put back in place due to the traffic back up this will cause

- Can only have a right Turn out on to G14 and block traffic from going left out to G14
- Easement for utility boxes
- Fence
- Height of Bldg. must not exceed our maximum footage
- Meeting the architectural standards
- Bike trail out front.

Additional staff comments:

1. The recommendation to place a three way stop sign back at Cumming Avenue and N 43rd Street was offered by the Commission to control traffic they were concerned would be backing up as cars exit from the coffee shop drive through. Placement of traffic control back at this intersection will be evaluated in conjunction with the Iowa Living Roadways Community Visioning Program for the Cumming Avenue corridor, and the larger transportation network. Staff will offer additional input on this variable at the meeting and also review the points of access we've been working on controls for between 50th Street and 35th Street.

2. The drive through is planned to route patrons out to a right turn only onto Cumming Avenue. To better control access points and to limit/remove them where possible, the alley to the west of the site is recommended to not allow access to Cumming Avenue except in an emergency. Adjacent owners to the north will still be able to access the alley to get onto Alice Ave.

3. The alley running east-west at the north end of the property is proposed to be partially used for the project. This will be proposed to Council in a subsequent meeting, likely as a lease agreement that will allow for the space to be used for the project but not to transfer ownership. It should be included in the Council motion as a condition of site plan approval to conduct legal processes as required for the use of the alley.

4. The design team has agreed to modify the peak roof height for the building to stay under the 35' height limit.

5. Architectural standards for this zoning district are included in Chapter 166.09 of the City's Code of Ordinances. The ordinance lists materials under classes 1-4 (oriented toward brick/masonry) and provides guidelines for composition, color, style and proportion. While the percentages and proportions are important, we are reviewing additional variables, including how the new building blends into the 100 year old downtown and whether it complements or detracts from other structures in the area. Also, the material application in conjunction with glass fenestrations and overall composition and presentation. We will review further Monday at the meeting to see where Council is with the design as proposed. In addition, the proposed fence should be considered in light of planned code enforcement action on adjacent sites and determined whether it is important to the design.

SITE PLAN

ROOSTERS COFFEE

4301 Cumming Avenue

OWNER / DEVELOPER

DSM REAL ESTATE, LLC
401 RAILROAD PLACE
WEST DES MOINES, IOWA 50265

ZONING

C-2 CENTRAL BUSINESS DISTRICT

SETBACKS

FRONT - 5'
REAR - NONE
SIDE - 5'

LEGAL DESCRIPTION

LOTS 11 AND 12 IN BLOCK 2 IN THE CITY OF CUMMING, WARREN COUNTY, IOWA.

SITE AREAS

BUILDING	4,090 SQ FT	25%
PAVING	6,395 SQ FT	39%
SIDEWALK	994 SQ FT	6%
OPEN SPACE	4,770 SQ FT	30%
TOTAL	16,209 SQ FT	100%

LEGEND

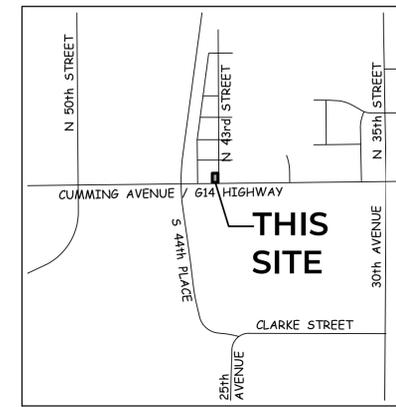
---	EXISTING/PROPOSED PLAT BOUNDARY
---	W 8" WATER MAIN & SIZE
---	SA 8" SANITARY SEWER & SIZE
---	ST 8" STORM SEWER & SIZE
---	U6E UNDERGROUND ELECTRIC CABLE
---	U6T UNDERGROUND TELEPHONE CABLE
---	CTV UNDERGROUND CABLE TV
---	G 4" GAS MAIN & SIZE
○	MANHOLE
□	INTAKE
⊕	HYDRANT
●	POWER POLE/LIGHT POLE
□	UTILITY BOX/TELEPHONE RISER
- - -	EXISTING CONTOURS
- - -	PROPOSED CONTOURS
X X X X	SILT FENCE OR APPROVED FILTRATION SOCK
☁	TREES

CERTIFICATION

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	BRADLEY R. COOPER, IOWA LICENSE NO. 12980 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
	PAGES OR SHEETS COVERED BY THIS SEAL: Sheets 1-4

COOPER CRAWFORD & Associates
 Civil Engineers & Land Surveyors
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

<p>DATE: 12-5-2024 REVISIONS: X-X-XXXX</p>	JOB NUMBER CC 2957
AS-BUILT: --- SITE PLAN ROOSTERS COFFEE	SHEET 1 OF 4



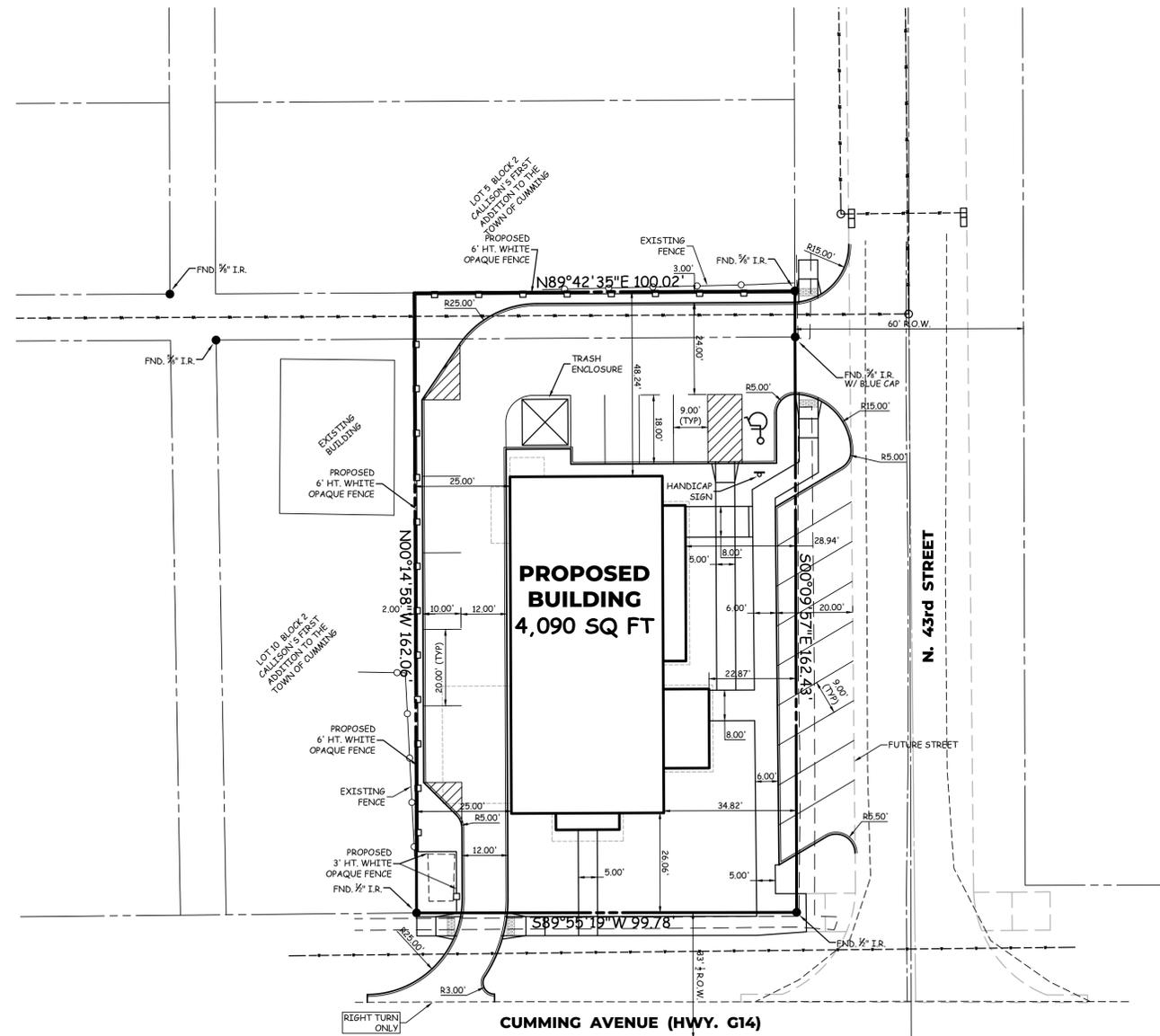
VICINITY SKETCH NORTH SCALE: 1"=1,500'

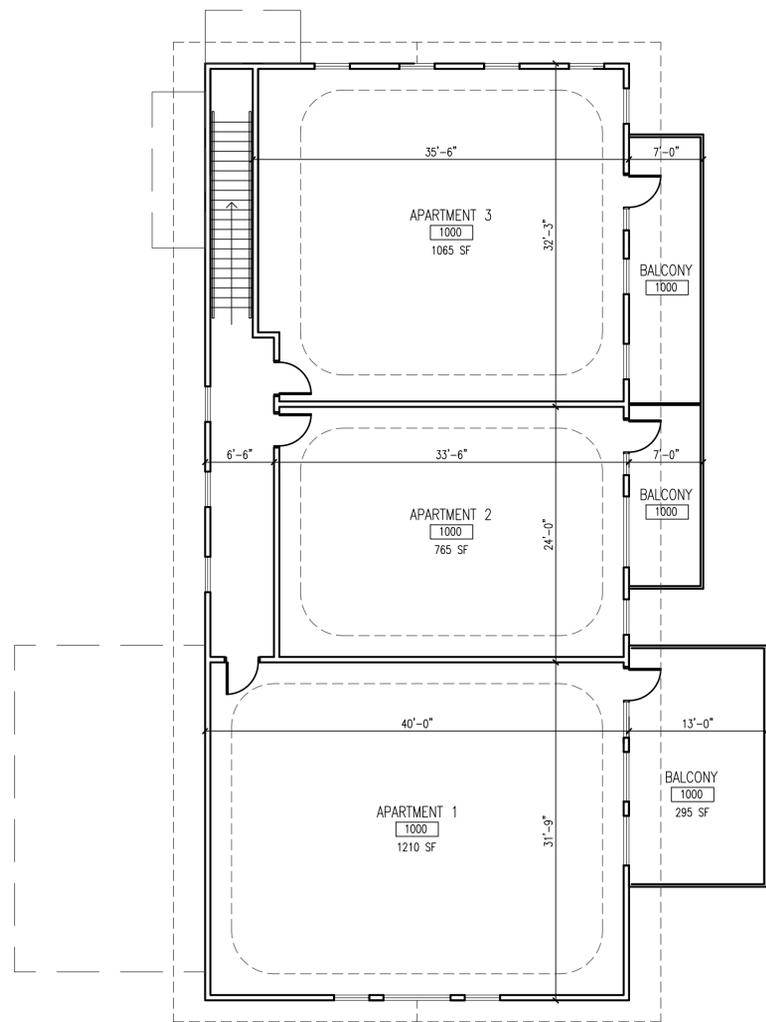
GENERAL NOTES

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 - DSM REAL ESTATE, LLC
 - COOPER CRAWFORD & ASSOCIATES, LLC
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- PRIVATE SIDEWALK PAVING SHALL BE A MIN. OF 4-INCH P.C.C.
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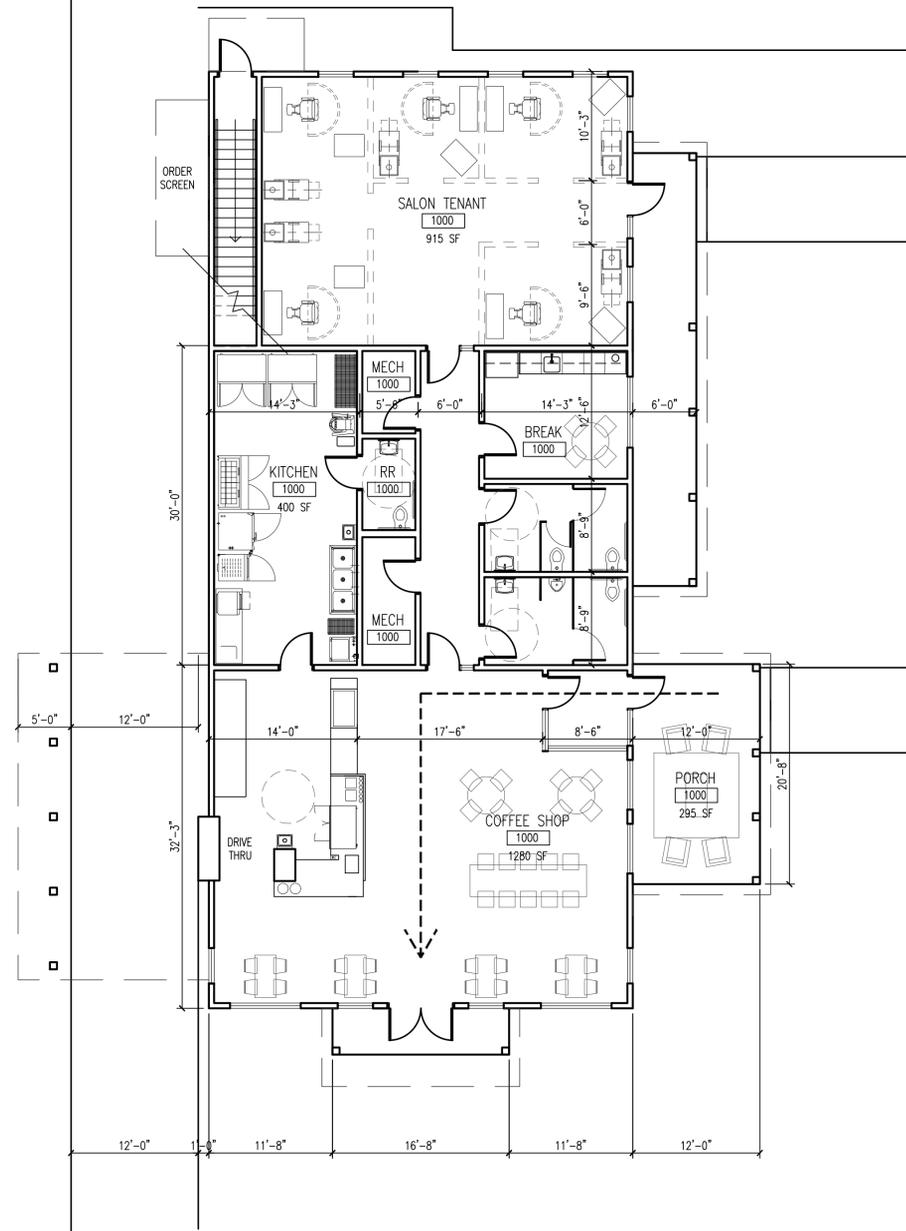
PARKING

PROPOSED: 19 SPACES (INCLUDES 1 HANDICAP SPACE)





2 FLOOR PLAN - UPPER LEVEL
SCALE: 1/8" = 1'-0"



1 FLOOR PLAN - MAIN LEVEL
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

PRINT DATE:
14 NOV 2024
SHEET NAME:
PRELIM FLOOR PLANS

ROOSTERS COFFEE LLC
4301 CUMMING ROAD
CUMMING, IOWA 50061

MIXED USE
BUILDING

STUDIO MELE
139 FOURTH STREET
WEST DES MOINES, IOWA 50265

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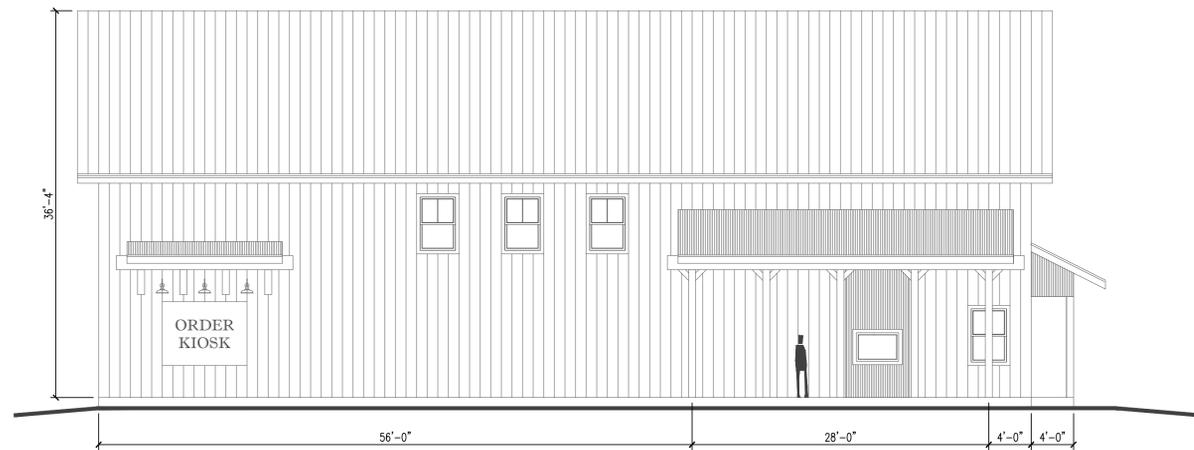




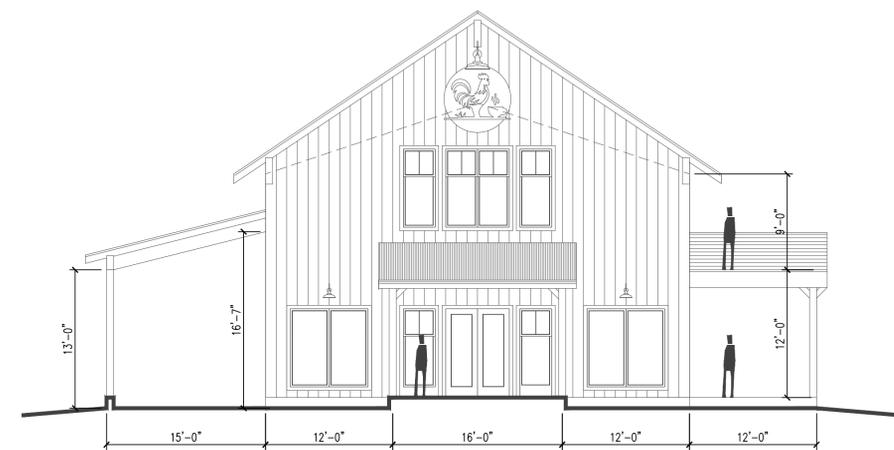
4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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WEST DES MOINES, IOWA 50265

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4301 CUMMING ROAD
CUMMING, IOWA 50061

PRINT DATE:
14 NOV 2024
SHEET NAME:
PRELIM ELEVATIONS

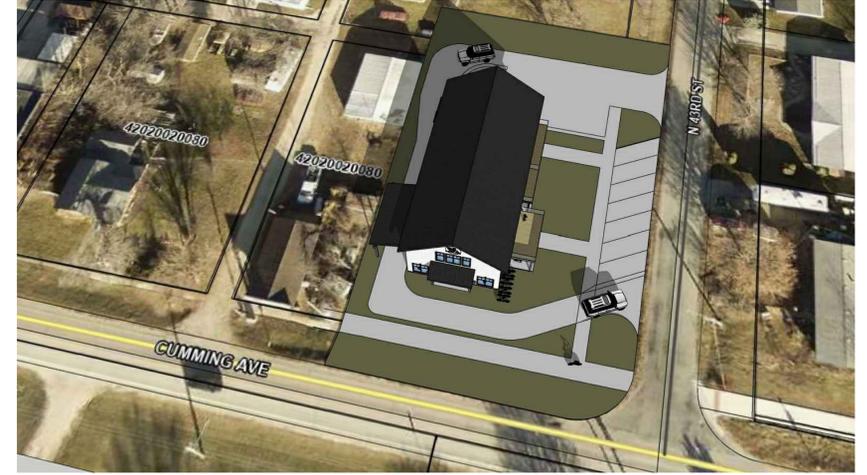
A2.1



6 WEST VIEW
NOT TO SCALE



5 SOUTHEAST VIEW
NOT TO SCALE



4 BIRDSEYE VIEW
NOT TO SCALE



3 NORTHEAST VIEW
NOT TO SCALE



2 EAST VIEW
NOT TO SCALE



1 SOUTH VIEW
NOT TO SCALE

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STUDIO MELE
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ROOSTERS COFFEE LLC
 4301 CUMMING ROAD
 CUMMING, IOWA 50061

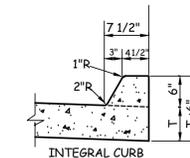
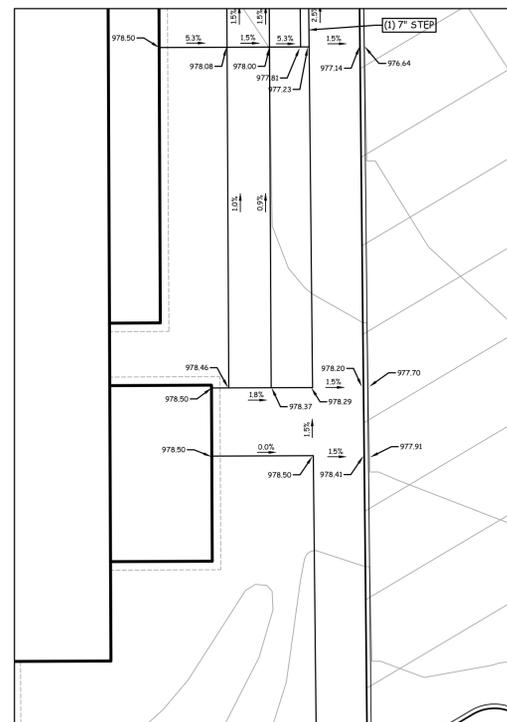
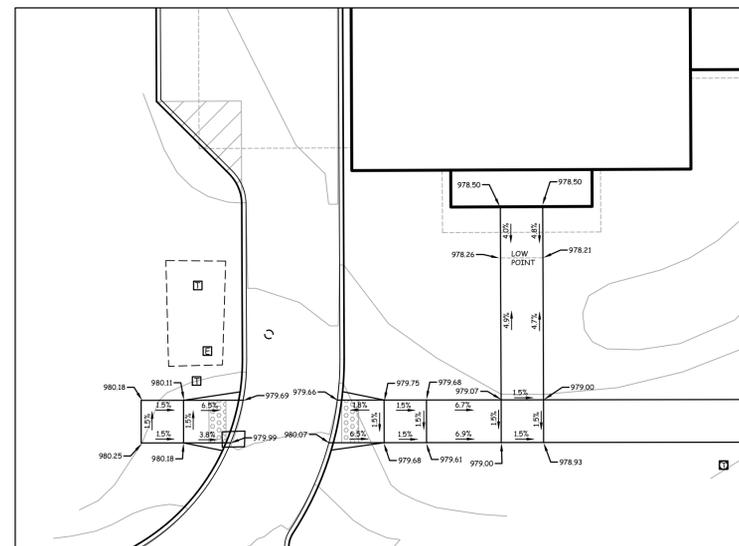
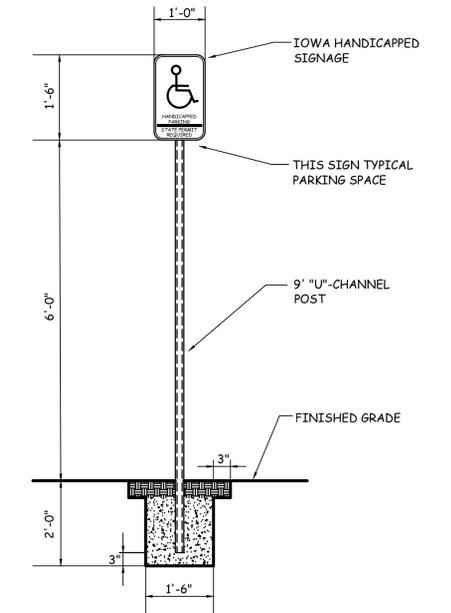
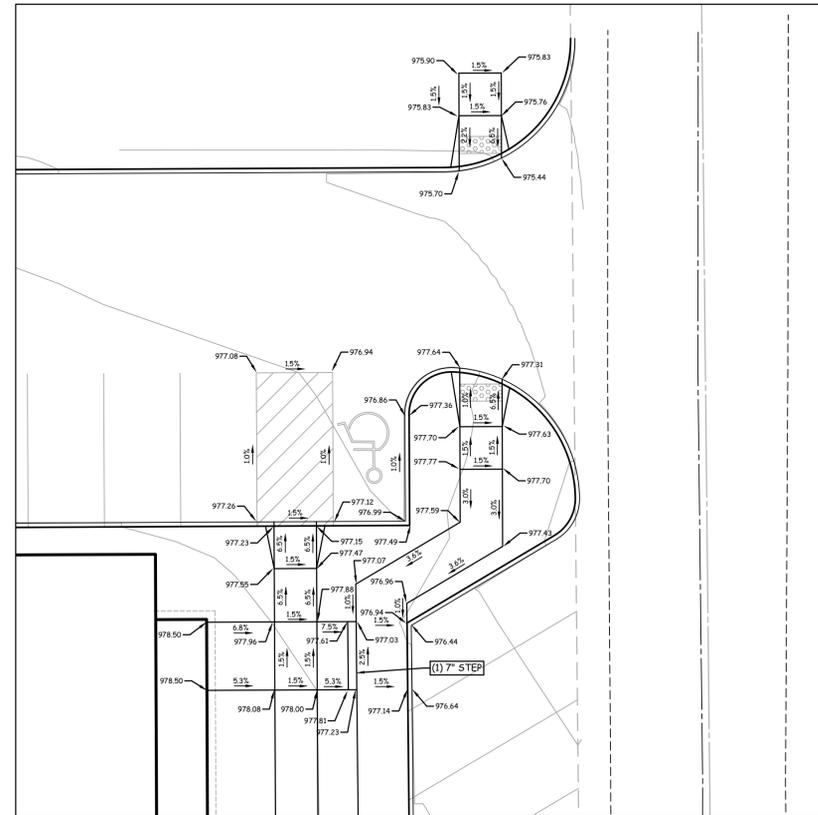
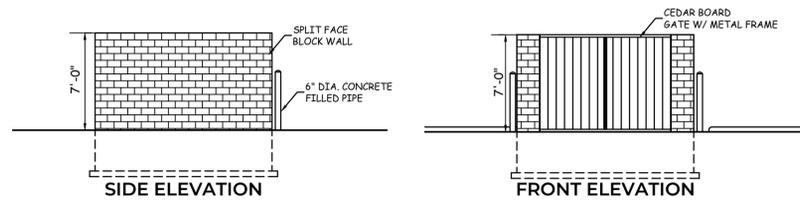
MIXED USE
 BUILDING

PRINT DATE:
 31 OCT 2024
 SHEET NAME:
 PRELIM ELEVATIONS

SITE PLAN

ROOSTERS COFFEE

4301 Cumming Avenue



- LEGEND**
- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UG 6" UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - G 4" GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
 - ▽ HYDRANT
 - P/P/L POWER POLE/LIGHT POLE
 - P/P/L UTILITY BOX/TELEPHONE RISER
 - - - EXISTING CONTOURS
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 - X X X SILT FENCE OR APPROVED FILTRATION SOCK
 - ☁ TREES

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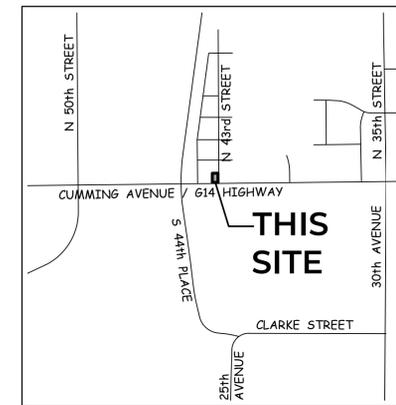
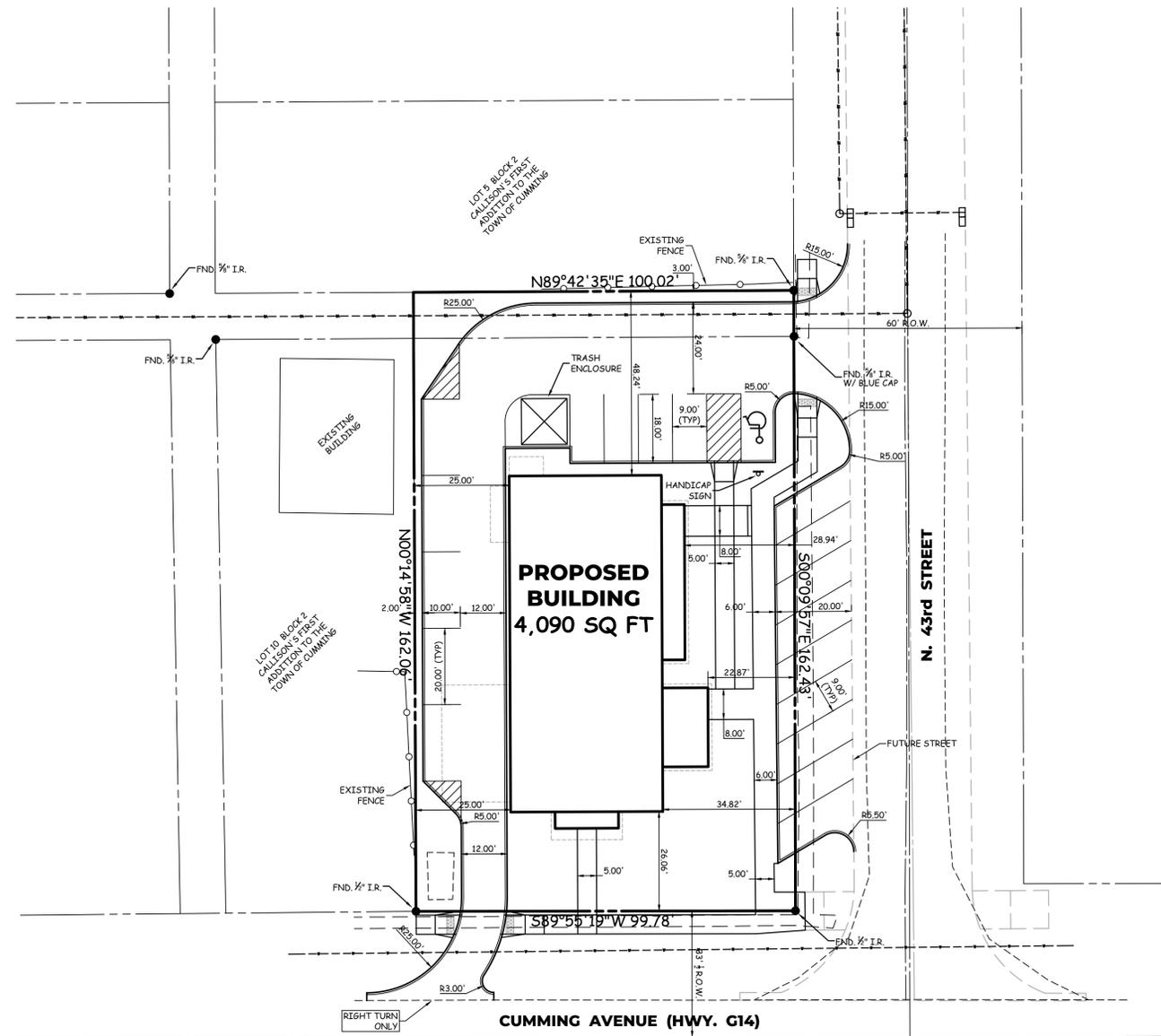
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AS-BUILT: ---
SITE PLAN
ROOSTERS COFFEE

SHEET
4 OF 4

IOWA ONE CALL



VICINITY SKETCH NORTH SCALE: 1"=1,500'

GENERAL NOTES

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- ALL CURBS TO BE 6-INCH.

PARKING

PROPOSED: 19 SPACES (INCLUDES 1 HANDICAP SPACE)

SITE PLAN

ROOSTERS COFFEE

4301 Cumming Avenue

OWNER / DEVELOPER

DSM REAL ESTATE, LLC
401 RAILROAD PLACE
WEST DES MOINES, IOWA 50265

ZONING

C-2 CENTRAL BUSINESS DISTRICT

SETBACKS

FRONT - 5'
REAR - NONE
SIDE - 5'

LEGAL DESCRIPTION

LOTS 11 AND 12 IN BLOCK 2 IN THE CITY OF CUMMING, WARREN COUNTY, IOWA.

SITE AREAS

BUILDING	4,090 SQ FT	25%
PAVING	6,395 SQ FT	39%
SIDEWALK	994 SQ FT	6%
OPEN SPACE	4,770 SQ FT	30%
TOTAL	16,209 SQ FT	100%

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - W 8" WATER MAIN & SIZE
 - SAN 8" SANITARY SEWER & SIZE
 - ST 8" STORM SEWER & SIZE
 - UG6 UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - G 4 GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
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 - PP/LP POWER POLE/LIGHT POLE
 - PP/LP UTILITY BOX/TELEPHONE RISER
 - - - EXISTING CONTOURS
 - - - PROPOSED CONTOURS
 - X X X SILT FENCE OR APPROVED FILTRATION SOCK
 - ☁ TREES

CERTIFICATION

PROFESSIONAL ENGINEER
BRADLEY R. COOPER
12980
IOWA

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

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Sheets 1-4

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SCALE: 1"=20'

CC
2957

JOB NUMBER
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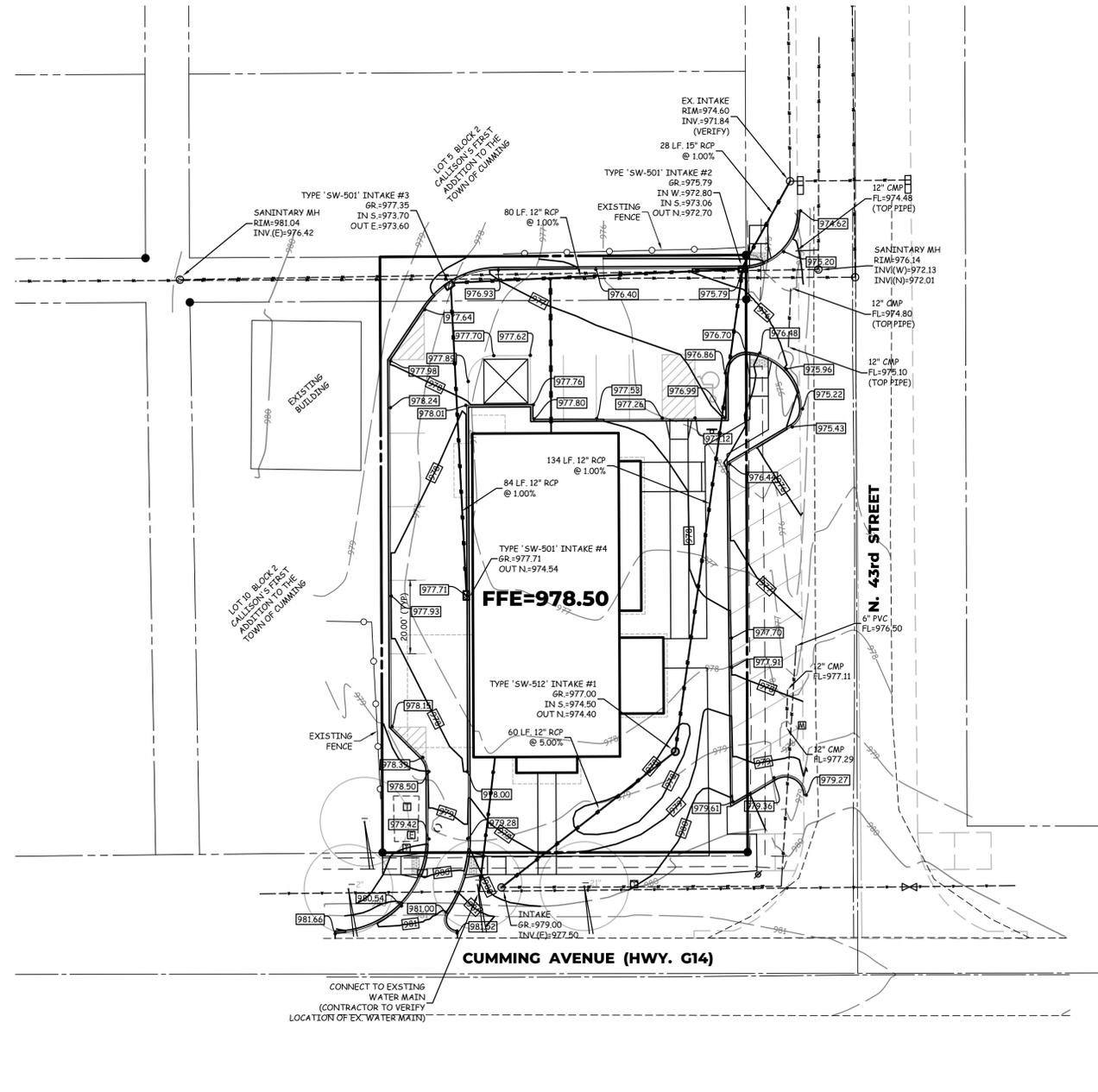
SITE PLAN
ROOSTERS COFFEE

SHEET
1 OF 4



SITE PLAN ROOSTERS COFFEE

4301 Cumming Avenue



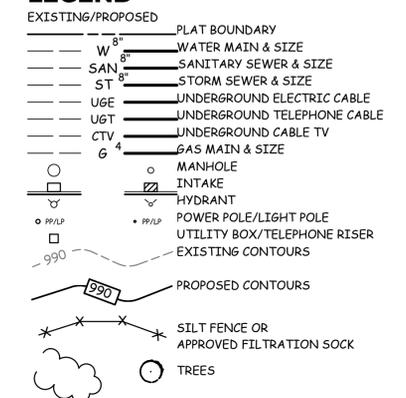
UTILITY NOTES

- ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDING TO 2024 SUDAS ADDITION.
- ALL WATER MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY OWNER.
- ALL WATER MAINS SHALL & SANITARY SEWER HAVE A MINIMUM BURY OF 5 1/2 FEET.
- SITE UTILITIES WITHIN PUBLIC STREET RIGHT-OF-WAYS ARE PUBLIC. ALL OTHER UTILITIES SHALL BE PRIVATE.
- BUILDER SHALL VERIFY ADEQUATE SANITARY SEWER SERVICE SLOPE PRIOR TO CONSTRUCTION OF THE UNITS.
- REQUIRED TO WITNESS VACUUM TESTING AND I&I BARRIER PLACEMENT.
- CURB STOP CAPS WILL END WITHIN THE SIDEWALK FOR EACH UNIT.
- THE SANITARY SEWER LINE WILL NEED TO BE TELEVISED ONCE THE SERVICE HAS BEEN INSTALLED.
- SANITARY SEWER SERVICE CONNECTION SHALL BE MADE WITH A WYE.
- ALL WATER DISTRIBUTION SYSTEM IMPROVEMENTS SHALL MEET SUDAS AND DMWW STANDARDS.

GRADING NOTES

- STRIP TOPSOIL (6") FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT FOR BORROW.
- ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 4-INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ONSITE FILL MATERIALS.
- ALL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95%.
- ALL AREAS WHICH ARE IN CUT EXCAVATION AND WILL RECEIVE PAVING WILL BE CUT TO ROUGH GRADE AFTER WHICH THAT TOP 12-INCHES SHALL BE DISCED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- GRADING CONTRACTOR SHALL LEAVE EXCESS TOP SOIL ALONG CURB LINES SUCH THAT PAVING CONTRACTOR CAN BACKFILL CURBS.
- FINISHED GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FEET OF PLAN GRADE. PARKING LOTS AND STREETS SHALL BE WITHIN 0.10 FEET.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES AND UTILITIES. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
- MAXIMUM ALLOWANCE GRADE ON ALL PROPOSED SLOPES IS 3:1.
- TOPSOIL SHALL BE SPREAD TO A MINIMUM THICKNESS OF 6-INCHES ON ALL DISTURBED AREAS.
- BACKFILL TO TOP OF ALL CURBS.
- MOISTURE CONTENT SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN -1% TO +4% IN STRUCTURAL FILL.
- EROSION CONTROL BY USE OF SILT FENCES OR STRAW BALES SHALL BE MAINTAINED AROUND STORM INTAKES UNTIL PAVING AND SODDING ARE COMPLETED.
- MINIMUM FINISH GRADE ON ALL SLOPES IS 2%.
- EROSION CONTROL WILL MEET CITY AND STATE REQUIREMENTS, INCLUDING FILTER SOCKS ALONG THE PERIMETER OF THE SITE AND DISTURBED AREAS.

LEGEND





COOPER CRAWFORD & Associates

Civil Engineers & Land Surveyors

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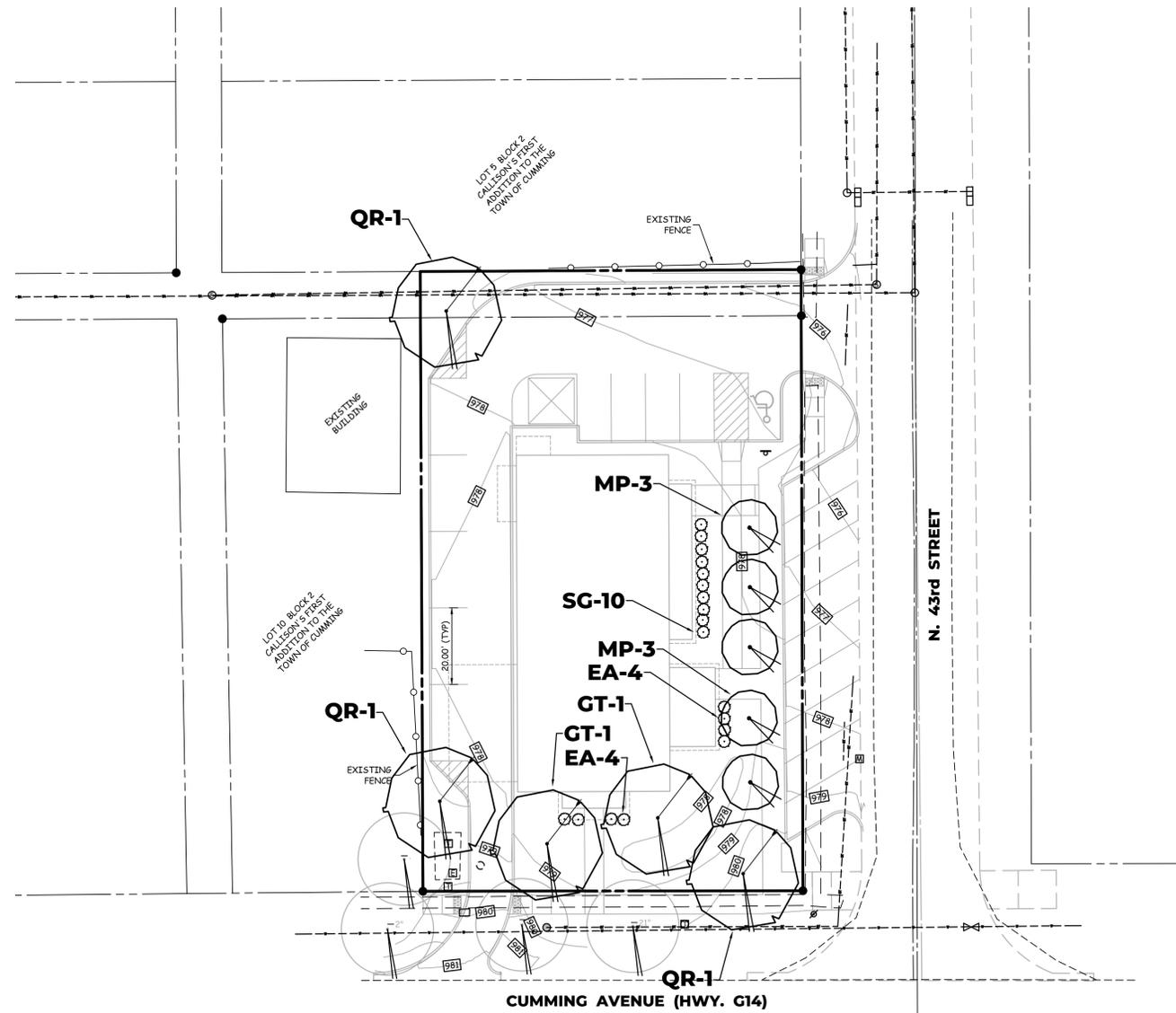
 SCALE: 1"=20' AS-BUILT: ---	DATE: 12-5-2024 REVISIONS: X-X-XXXX	JOB NUMBER <h1>CC 2957</h1>
SITE PLAN ROOSTERS COFFEE		SHEET 2 OF 4



SITE PLAN

ROOSTERS COFFEE

4301 Cumming Avenue



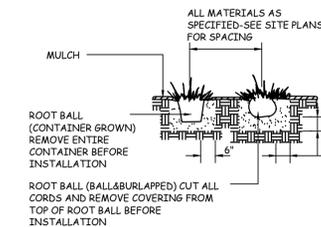
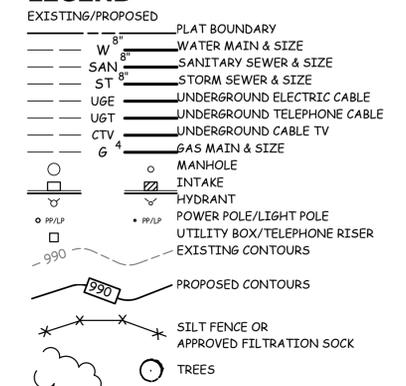
PLANTING SCHEDULE

COUNT	KEY	Botanical name/Common Name	SIZE	CONDITION	REMARKS
2	GT	Gleditsia tricanthos SKYLINE HONEYLOCUST	2 1/2" cal.	TS / B&B	SEE PLAN
3	QR	Quercus rubra RED OAK	2 1/2" cal.	TS / B&B	SEE PLAN
6	MP	Morus species PRAIRIEFIRE CRABAPPLE	1" cal.	TS / B&B	SEE PLAN
8	EA	Euonymus alatus 'Compactus' DWARF BURNING BUSH	#1 cont.	CONT.	SEE PLAN
10	SG	Spirea japonica 'Goldmound' GOLDMOUND SPIREA	#1 cont.	CONT.	SEE PLAN

LANDSCAPE NOTES

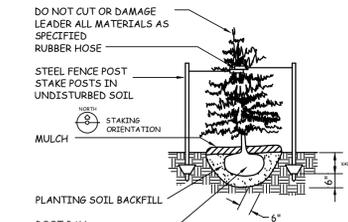
- ALL SITEWORK, SODDING & LANDSCAPING SHALL BE IN ACCORDANCE WITH SUDAS 2024 ADDITION.
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1986).
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.
- ALL DECIDUOUS TREES WITH CALIPER OF 2 TO 3 INCHES SHALL BE STAKED; ALL DECIDUOUS TREES WITH CALIPER GREATER THAN 3-INCHES SHALL BE GUYED; EVERGREEN TREES GREATER THAN 8 FEET IN HEIGHT SHALL BE GUYED; STAKING AT HEIGHTS LESS THAN 8 FEET IS NOT NECESSARY. REFER TO PLAN AND DETAILS FOR SPECIFIC PLANTING INSTRUCTIONS.
- ALL TREES, SHRUBS & GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3" SHREDDED BARK MULCH.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE. DRAWINGS SHALL PREVAIL WHERE CONFLICT OCCURS.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT COOPER CRAWFORD & ASSOCIATES, LLC.
- SEED OR SOD ALL DISTURBED AREAS. SEE PLAN.
- DECIDUOUS TREES SHALL BE NO CLOSER THAN 5 FEET AND CONIFEROUS TREES NO CLOSER THAN 10 FEET TO STREETS OR SIDEWALKS.

LEGEND



SHRUB PLANTING DETAIL

NO SCALE



EVERGREEN TREE PLANTING & STAKING DETAIL

NO SCALE

TREE PLANTING STEPS:

1. PREP BACKBONE/BURLAP/CAGE AND REMOVE SUFFICIENT SOIL TO EXPOSE ROOT FLARE.
2. MEASURE FROM ROOT FLARE TO BOTTOM OF ROOT BALL.
3. DIE HOLE TO DEPTH WHERE TOPMOST ROOTS ARE BURIED 1-2 INCHES AND THE ROOT FLARE SETS SLIGHTLY ABOVE THE GROUND LEVEL. DIG A HOLE 2-3 TIMES WIDER THAN THE DIAMETER OF THE ROOT BALL WITH SLOPING SIDES TO ALLOW FOR PROPER ROOT GROWTH.
4. REMOVE LOWER 1/3 OF WIRE CAGE.
5. SET TREE IN PLANTING HOLE. SUPPORT WITH SOME SOIL. ENSURE THAT IT IS STRAIGHT. THEN REMOVE ENTIRE BALANCE OF WIRE CAGE AND TOP 2/3 OF BURLAP.
6. BACKFILL 2/3 OF LOOSE NATIVE SOIL (UNLESS ITS ALL CLAY) AND USE WATER TO SETTLE. DO NOT TAMP OR STEP ON SOIL.
7. BACKFILL BALANCE AND WATER AGAIN. EXCESS SOIL MAY BE USED TO CREATE A BERM / SAUCER OUTSIDE OF ROOT BALL.
8. ADD 2-4" OF WOOD MULCH, LEAVING A 1-2 INCH CLEARANCE BETWEEN THE MULCH AND THE TRUNK.
9. WATER A FINAL TIME.

NOTE:
 • DO NOT SET TOP OF ROOT BALL AT FINISHED GRADE. IT IS ESSENTIAL THAT THE ROOT FLARE BE EXPOSED BEFORE PLANTING. SO THE TREE CAN BE SET TO SHOW ROOT FLARE AT FINISHED GRADE.

DECIDUOUS TREE PLANTING & STAKING DETAIL

NO SCALE



COOPER CRAWFORD & Associates

Civil Engineers & Land Surveyors

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 12-5-2024
 REVISIONS: X-X-XXXX
 JOB NUMBER
CC 2957

AS-BUILT: ---
SITE PLAN
ROOSTERS COFFEE
SHEET 3 OF 4

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

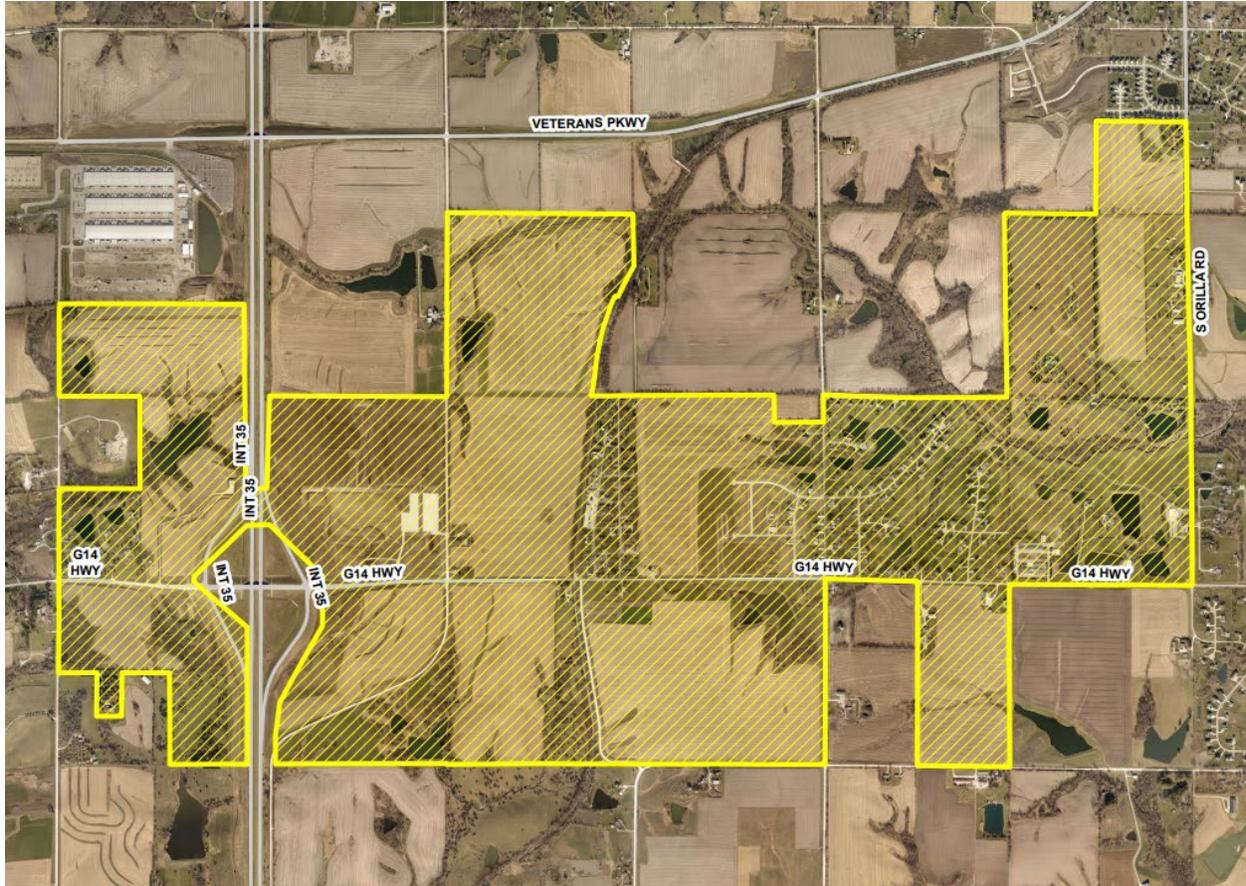


EXHIBIT B TAXABLE VALUATION REPORT SAMPLE

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	124,259	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	This is included in the operations/benefits above

* 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