

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

ROLL CALL

APPROVAL OF AGENDA as presented and/or amended

PUBLIC COMMENT

FY 26 BUDGET GUESTS: Public Financial Management (PFM)-Debt and Long Term Taxable Valuation Projections

CONSENT ITEMS

- A. Minutes from February 24, 2025, Regular Council Meeting
- B. Payment of Bills
- C. Approve Alcohol License for Lucky Wife Wine Slushies for April 23, 2025
- D. Approve Alcohol License for Lucky Wife Wine Slushies for May 7, 2025
- E. Approve Alcohol License for Lucky Wife Wine Slushies for May 14, 2025
- F. Receive and File Planning & Zoning Commission Meeting Minutes from March 4, 2025
- G. Resolution 2025-09 to Set Public Hearing to Adopt 2021 International Building Codes (IBC) for March 24, 2025
- H. Resolution 2025-10 Adjusting Regular Council Meeting Time on March 24, 2025, to 6:30PM

BUSINESS ITEMS

- A. Third and Final Reading of Ordinance 2025-01, a twenty-five (25) year non-exclusive electric supply, operation and maintenance franchise with MidAmerican Energy Company, with an accompanying franchise fee of 1%.
- B. Third and Final 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%
- C. Discussion and Consideration of Resolution 2025-08 Norwalk Fire/EMS Agreement
- D. Resolution 2025-11 Approve Preliminary Plat and Site Plan for Great Western Cottages

ADJOURN INTO WORKSESSION FY 26 Budget Work Session: Street and Park Maintenance and FY 26 Capital Improvements

REPORTS:

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

ADJOURNMENT

UPCOMING ITEMS

FY 2026 Budget Hearings
Rooster's Coffee Alley Easements

*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

**OFFICIAL PUBLICATION
CITY OF CUMMING
Regular Council Meeting 02/24/2025
To Be Approved at 03/10/2025 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., Thomas Cackler and Martin Squier via Zoom. Motion by Cackler, seconded by Goode, Jr. to approve the agenda. Approved 5-0.

Public Comment: None

FY 26 Budget Guest:

- A. Chris Campbell from V&K was present. Chris discussed the role he has withing the City as the Building Inspector. He approves building permits and conducts residential and commercial building inspections.

Consent Items:

Motion made by Cackler, seconded by Goode, Jr to approve Consent Items; Minutes from February 10, 2025 as amended, Payment of Bills, Approve Alcohol License for Casey’s General Store, Receive and File Planning & Zoning Commission Meeting Minutes from October 29, 2024 as amended, Receive and File Planning & Zoning Commission Meeting Minutes from January 28, 2025, and Appointment of Doug Harris to the Park & Recreation Board. Approved 5-0.

Payment of Bills:

Type	Date	Vendor	Memo	Amount
Check	02/13/2025	Combined Systems Technology	Invoice 170180	-104.50
Check	02/13/2025	Veenstra & Kimm	Invoice 41235-82	-26,083.59
Check	02/13/2025	N/Warren Town & County News	Minutes 12.09.24	-163.68
Check	02/13/2025	Veenstra & Kimm	Invoice 41233-094-6	-401.75
Check	02/13/2025	N/Warren Town & County News	Minutes 08.12.24	-144.75
Check	02/13/2025	Warren Co. Snow Removal	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 & County News	Minutes & Public Hearing	-217.77
ACH	02/18/2025	Warren County Treasurer	Tax Bills	-68.25
ACH	02/18/2025	First Net	Invoice 287321929420	-11.40
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-094-4	-99.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-095-1	-2,134.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-097-1	-7,247.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-097-5	-2,765.66
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-097-6	-711.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-098-1	-714.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41233-092-3	-660.00
Check	02/21/2025	Veenstra & Kimm	Invoice 41242-15	-2,530.80
Check	02/21/2025	PFM Financial Services	Invoice 133848	-15,037.50
			Total	-61,648.05

Business Items:

- A. Motion by Goode, Jr. seconded by Hungerford to Approve Resolution 2025-06 A Resolution Approving and Adopting a Revenue Purpose Statement for Expenditure of Fee Revenues from Proposed Electric and Natural Gas Fees. Approved 4-1. Cackler nay. RC Vote.
- B. Motion by Ochanpaugh, seconded by Goode, Jr. to Approve the 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%. Approved 4-1. Cackler nay. RC Vote.

- C. Motion by Goode, Jr., seconded by Ochanpaugh to Approve the 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%. Approved 4-1. Cackler nay.
- D. Motion by Cackler, seconded by Goode, Jr. to Approve Resolution 2025-07 Rooster's Coffee Site Plan. Approved 5-0. RC Vote.
- E. Discussion surrounding zoning enforcement for properties located within Old Town. No council action taken.
- F. MidAmerican Energy is working with city staff to bring natural gas to the Old Town during the sewer project. No council action taken.
- G. Resolution 2025-08 Norwalk Fire/EMS Agreement was tabled after council discussion. City Administrator Rita Conner and Council Member Martin Squier met with Northern Warren Fire Department on February 26, 2025. They toured the facility and met with members of the fire department. NWFD responds to the Maffit Lake area, which is northwest of Cumming. NWFD stated they are willing to build a relationship with the city of Cumming.

Adjourn Into Work Session FY 26 Budget

- A. Motion by Cackler, seconded by Goode, Jr. to adjourn into FY26 Work Session at 7:54PM. Approved 5-0.
 - a. During the budget work session, the road network and its maintenance was discussed. City Engineer Alex Schlader and City Administrator Rita Conner are working with the Warren County engineers on amending our 28 E Agreement. Alex Schlader discussed the potential Cumming Avenue project which would include paving the shoulders to help with the drive surface width. This would take place on Cumming Ave from 15th Avenue to Orilla Road, in 2-3 potential phases. Council asked why 15th Avenue has not been paved from Cumming Ave to Wilson's Orchard, this was to be completed under the agreement with Wilson's Orchard. This was postponed as seal coating is not ideal for a long-term solution. Staff will be meeting with Wilson's Orchard to discuss timing, how far south, and what material.
- B. Motion by Cackler, seconded by Ochanpaugh to adjourn FY26 Work Session at 8:14PM. Approved 5-0.

Reports:

- A. Mayor Highfill attended a breakfast with News Record for counties and cities. Mayor Highfill spoke with Brian Arnold regarding the zoning of I-80 Concrete on Warren Ave, there is not much they can do but are willing to discuss further. Warren County Veteran Affairs reached out regarding a meeting located in Cumming to reach new Veterans. The first meeting will be on April 17, 2025, at the Legion Hall in Cumming.
- B. Councilmember Thomas Cackler requested a sign on the Great Western Crossing that states "No Motor Vehicles." City staff will contact Warren County Conservation Board for placement of sign.
- C. No Report
- D. City Clerk will bring an agreement with Norwalk Chamber for merchandise sales.
- E. City Administrator will be working with developers and McClure to get a development review schedule in place.

Adjourn:

Motion by Cackler, seconded by Goode, Jr. to adjourn the meeting at 8:24 PM. Approved 5-0.

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

Council Communication: Council Meeting Items for March 10, 2025

SUBMITTED BY: Rita Conner, City Administrator

FY 26 BUDGET GUESTS: Matt Stoffel with Public Financial Management (PFM) will attend and review our debt obligations and valuation projections.

CONSENT ITEMS

G. Resolution 2025-09 to Set Public Hearing to Adopt 2021 International Building Codes: The City of Cumming is currently on the 2015 International Building Code. We will also be proposing to update mechanical, electrical and plumbing codes to align with the State of Iowa.

BUSINESS ITEMS

A/B. Final readings of Ordinances 2025-01 and 2025-02 for franchise agreements on electrical and gas services with Mid-American Energy. This is the third and final reading for the ordinances, which will include franchise fees of 1% for each utility, to the City of Cumming. The 1% amounts shift from the City's current annual Local Options Sales Tax (LOST) collections with the continued goal to diversify revenues where possible. Please see this link for earlier staff communications and background on this item, including the table showing LOST and franchise fees. LOST current annual estimate is \$49,000; new franchise fees are estimated at \$8400.

<https://cumming.iowa.gov/wordpress/2025/02/21/regular-council-meeting-february-24-2025/>

C. Discussion and consideration of Resolution 2025-08 Norwalk Fire/Emergency Medical Services (EMS). Mayor, Council and staff have been evaluating the needs for service and proposed costs with the expiration of our current 28 E Agreement. The cost for FY 26 is \$206,451. At the February 24 meeting, Council requested that the proposed 18-month term for notice to discontinue the agreement be changed to one year. The language is included in your packet in red. Norwalk City Council voted March 6 to approve at the one-year notice.

We appreciate the work of Norwalk and Cumming Mayors, Councils and staff over several months to explore solutions for FY 26 and reach consensus.

D. Resolution 2025-11 Preliminary Plat/Site Plan for Great Western Cottages. Please see separate staff communication and materials in your packet for this item, as well as minutes from the March 4 Planning & Zoning Commission meeting.

FY 26 BUDGET WORKSESSION Continued discussion on street network, sewer and storm

- FY 26-FY 27 Capital Improvement Plan projects in discussion:
 - Cumming Avenue Rehabilitation from S. 15th Street/50th Avenue to 35th, paved shoulders to increase drive surface width, possibly two or more phases of work.
 - Phase II sanitary sewer and Phase I regional stormwater studies
 - 44th Street/Cumming Ave pavement markings and bike/ped crossing
 - 15th Street (Wilson's Orchard development agreement)

City of Cumming Claims To Be Approved All Transactions

Type	Date	Num	Name	Memo	Amount
Check	03/01/2025		Wellmark Blue Cross...	Health Insurance - March 2025	-611.21
Check	03/01/2025		Delta Dental of Iowa	March 2025	-43.88
Check	03/01/2025		Waste Connections	March 2025	-3,778.92
Check	03/01/2025		City of Des Moines	April 2025 Invoice	-3,646.60
Check	03/01/2025		Century Link	March Invoice - Autopay	-295.83
Check	03/04/2025		Elan Financial Servic...	February 2025	-1,041.04
Check	03/06/2025		McClure Engineering...	Invoice 157296	-3,758.75
Check	03/06/2025		McClure Engineering...	Invoice 158088	-1,295.00
Check	03/06/2025		McClure Engineering...	Invoice 158187	-2,102.50
Check	03/06/2025		McClure Engineering...	Invoice 157374	-11,394.00
Check	03/06/2025		Skinner Law Office PC	Invoice 38649	-1,568.75
Check	03/06/2025		Iowa Sign	Invoice 10960	-212.02
Check	03/06/2025		Warren Co. Snow R...	February 5 - February 16, 2025	-8,505.50
Check	03/10/2025		N/Warren Town & C...	Minutes & Public Hearing	-96.08
Check	03/12/2025		US Bank	Invoice 550232961	-199.70
Check	03/18/2025		Midamerican Energy	February 2025	-795.28
Total					-39,345.06



1360 NW 121st Street
Clive, IA 50325

City of Cumming, IA
PO Box 100
Cumming, IA 50061

January 28, 2025
Project No: 2024001997-001
Invoice No: 157296
Due Date: February 27, 2025

Project 2024001997-001 City of Cumming General On-Call
Professional Services from December 29, 2024 to January 25, 2025

Phase 100 General Meetings & Correspondence

		Hours	Rate	Amount	
Project Manager I		14.50	185.00	2,682.50	
Principal		3.00	270.00	810.00	
Project Coordinator		.25	135.00	33.75	
	Totals	17.75		3,526.25	
	Total Labor				3,526.25
			Total this Phase		\$3,526.25

Phase 200 Transportation

		Hours	Rate	Amount	
Engineer II		1.50	155.00	232.50	
	Totals	1.50		232.50	
	Total Labor				232.50
			Total this Phase		\$232.50
			Total Due this Invoice		\$3,758.75



1360 NW 121st Street
Clive, IA 50325

City of Cumming, IA
PO Box 100
Cumming, IA 50061

February 27, 2025
Project No: 2024001997-001
Invoice No: 158088
Due Date: March 29, 2025

Project 2024001997-001 City of Cumming General On-Call
Professional Services from January 26, 2025 to February 22, 2025

Phase 200 Transportation

	Hours	Rate	Amount	
Project Manager I	7.00	185.00	1,295.00	
Totals	7.00		1,295.00	
Total Labor				1,295.00
		Total this Phase		\$1,295.00
		Total Due this Invoice		\$1,295.00

Outstanding Invoices

Number	Date	Balance
157296	1/28/2025	3,758.75
Total		3,758.75



1360 NW 121st Street
Clive, IA 50325

City of Cumming, IA
PO Box 100
Cumming, IA 50061

February 27, 2025
Project No: 2024001997-100
Invoice No: 158187
Due Date: March 29, 2025

Project 2024001997-100 City of Cumming Development Review Services
Professional Services from January 26, 2025 to February 22, 2025

Phase	000	General			
			Hours	Rate	Amount
		Project Manager I	1.00	185.00	185.00
		Totals	1.00		185.00
		Total Labor			185.00
				Total this Phase	\$185.00

Phase	001	Rooster's Coffee			
			Hours	Rate	Amount
		Project Manager I	3.50	185.00	647.50
		Totals	3.50		647.50
		Total Labor			647.50
				Total this Phase	\$647.50

Phase	002	Great Western Cottages			
			Hours	Rate	Amount
		Project Manager I	1.00	185.00	185.00
		Engineer II	7.00	155.00	1,085.00
		Totals	8.00		1,270.00
		Total Labor			1,270.00
				Total this Phase	\$1,270.00
				Total Due this Invoice	\$2,102.50



1360 NW 121st Street
Clive, IA 50325

Rita Conner
City of Cumming, IA
PO Box 100
Cumming, IA 50061

January 29, 2025
Project No: 2023000167-000
Invoice No: 157374
Due Date: February 28, 2025

Project 2023000167-000 Cumming Sanitary Sewer Collection System

Professional Services from December 29, 2024 to January 25, 2025

Phase	300	Funding
Task	302	Funding Application/Procurement

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Funding Application/Procurement	10,000.00	50.00	5,000.00	5,000.00	0.00
Total Fee	10,000.00		5,000.00	5,000.00	0.00
Total Fee					0.00
Total this Task					0.00

Task	303	Funding Administration and Coordination	Total this Task	0.00
Total this Phase				0.00

Phase	400	Preliminary Design
-------	-----	--------------------

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Preliminary Design	100,000.00	100.00	100,000.00	100,000.00	0.00
Preliminary Geotechnical Design	5,000.00	100.00	5,000.00	5,000.00	0.00
Total Fee	105,000.00		105,000.00	105,000.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	500	Final Design
-------	-----	--------------

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
---------------	-----	------------------	--------	------------------	-----------------

Project	2023000167-000	Cumming Sanitary Sewer Collection System				Invoice	157374	
Final Design		105,000.00	100.00	105,000.00	99,750.00	5,250.00		
Final Geotechnical Design		1,500.00	100.00	1,500.00	1,125.00	375.00		
Final Storm Study		7,400.00	90.00	6,660.00	2,960.00	3,700.00		
Total Fee		113,900.00		113,160.00	103,835.00	9,325.00		
		Total Fee					9,325.00	
						Total this Phase	\$9,325.00	

Phase	700	Survey Services						
Billing Phase		Fee	Percent Complete	Earned	Previous Billing	Current Billing		
Preliminary Design Survey		74,200.00	100.00	74,200.00	74,200.00	0.00		
Acquisition Plats and Legal Descriptions		5,000.00	100.00	5,000.00	3,000.00	2,000.00		
Total Fee		79,200.00		79,200.00	77,200.00	2,000.00		
		Total Fee					2,000.00	
						Total this Phase	\$2,000.00	

Phase	850	Project Management						
Billing Phase		Fee	Percent Complete	Earned	Previous Billing	Current Billing		
Project Management		18,800.00	95.00	17,860.00	17,860.00	0.00		
General Meetings		12,000.00	100.00	12,000.00	12,000.00	0.00		
Total Fee		30,800.00		29,860.00	29,860.00	0.00		
		Total Fee					0.00	
						Total this Phase	0.00	

Phase	950	Misc Fees and Expenses						
Task	960	Consultants (Braun Intertec Corporation)						
						Total this Task	0.00	

Task	962	Land Acquisition -JCG Land Services, Inc						
Consultants								
JCG Land Services, Inc.						69.00		
		Total Consultants				69.00	69.00	
						Total this Task	\$69.00	
						Total this Phase	\$69.00	
						Total Due this Invoice	\$11,394.00	

SKINNER LAW OFFICE, P.C.

INVOICE

PO Box 367
Altoona, IA 50009

Invoice # 38649
Date: 02/14/2025
Due Upon Receipt

CUMMING
PO BOX 100
CUMMING, IA 50061

CITY BUSINESS

Date	Notes	Timekeeper	Quantity	Rate	Total
01/13/2025	City council meeting	CW	2.25	\$175.00	\$393.75
01/14/2025	pull covenants on Great Western Bank Crossing 1	SR	0.20	\$100.00	\$20.00
01/15/2025	Phone call with Rita Conner re: county rezone	CW	0.40	\$175.00	\$70.00
01/21/2025	Meet with Mayor Highfill and Rita Conner	CW	0.75	\$175.00	\$131.25
01/24/2025	Email from Nichole Onstot and email response re: publication timeline	CW	0.15	\$175.00	\$26.25
01/24/2025	Review franchises for MidAmerican and email to Rita Conner and Mayor Highfill	CW	0.40	\$175.00	\$70.00
01/27/2025	City council meeting	CW	2.50	\$175.00	\$437.50
01/28/2025	Planning and zoning meeting	CW	1.75	\$175.00	\$306.25
02/04/2025	Phone call with Rita Conner re: various city matters	CW	0.40	\$175.00	\$70.00
02/04/2025	Email from Rita Conner re: policy issue and email response	CW	0.25	\$175.00	\$43.75

Subtotal \$1,568.75

Total \$1,568.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
38649	02/14/2025	\$1,568.75	\$0.00	\$1,568.75	
				Outstanding Balance	\$1,568.75
				Total Amount Outstanding	\$1,568.75

Account	Balance
Trust Account Balance	\$0.00
Total Account Balance	\$0.00

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

WARREN CO. SNOW REMOVAL
 8536 55TH. AVE.
 PROLE, IOWA 50229

DATE	NAME OF WHO	TRIP CHARGE	START TIME	END TIME	TRUCK	TRUCK/LOADER	TOTAL
2/5/2025	JK	SAND SALT 3 TON	4:15 PM				\$648
2/5/2025	JK	SAND SALT 3 TON	5:30 PM				\$648
2/5/2025	JK	SAND SALT 3 TON	6:30 PM				\$648
2/12/2025	AB		5:15 AM	6:45 AM	TRUCK		\$135
2/12/2025	AB		9:30 AM	11:30 AM	TRUCK		\$180
2/12/2025	AB		3:30 PM	6:00 PM	TRUCK		\$225
2/12/2025	JK		5:30 AM	6:45 AM	TRUCK		\$112.50
2/12/2025	JK		10:15 AM	11:30 AM	TRUCK		\$112.50
2/12/2025	JK	SAND SALT 3 TON	11:00 PM			LOADER 14 FOOT	\$648
2/12/2025	DS		5:30 AM	3:30 PM		LOADER 14 FOOT	\$1,600
2/12/2025	DS		6:00 PM	8:00 PM		T650 TRACK LOADER	\$400
2/12/2025	VC		5:30 AM	12:00 PM		TRUCK	\$975
2/12/2025	DT		5:30 AM	11:30 AM			\$540
2/12/2025	DT		6:00 PM	7:00 PM	TRUCK		\$90
2/13/2025	JK	SAND SALT 3 TON	12:30 AM				\$648
2/13/2025	JK	SAND SALT 3 TON	4:30 AM				\$648
2/15/2025	JK		12:00	1:15 PM	TRUCK		\$112.50
2/16/2025	JK		4:30 PM	6:00 PM	TRUCK		\$135
							8505.50



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GETTIN' SLUSHED SOUTH OF 35 LLC	Lucky Wife Wine Slushies	(515) 321-1759		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2701 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
1610 Timber Ridge Drive	Norwalk	Iowa	50211	

Contact Person

NAME	PHONE	EMAIL
Holly Rasavong	(515) 321-1759	luckywifewineslushies7@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

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

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Rasavong	Norwalk	Iowa	50211	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Apr 23, 2025

POLICY EXPIRATION DATE

Apr 28, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GETTIN' SLUSHED SOUTH OF 35 LLC	Lucky Wife Wine Slushies	(515) 321-1759		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2701 Cumming Avenue		Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
1610 Timber Ridge Drive	Norwalk	Iowa	50211	

Contact Person

NAME	PHONE	EMAIL
Holly Rasavong	(515) 321-1759	luckywifewineslushies7@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

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

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Rasavong	Norwalk	Iowa	50211	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

May 7, 2025

POLICY EXPIRATION DATE

May 12, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GETTIN' SLUSHED SOUTH OF 35 LLC	Lucky Wife Wine Slushies	(515) 321-1759		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2701 Cumming Avenue	East side of the building	Cumming	Warren	50061
MAILING ADDRESS	CITY	STATE	ZIP	
1610 Timber Ridge Drive	Norwalk	Iowa	50211	

Contact Person

NAME	PHONE	EMAIL
Holly Rasavong	(515) 321-1759	luckywifewineslushies7@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

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

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Rasavong	Norwalk	Iowa	50211	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

May 14, 2025

POLICY EXPIRATION DATE

May 19, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

PNZ Notes- 3/4/25

- Attendance
 - Erik- Y
 - John- y
 - Ethan- y
 - Karen M- y
 - Karen B- y
 - Shamus- y
 - Matt- n
- Approval of Agenda
 - Shamus 1sts, John 2nds
 - Motion Passes
- Consent Items
 - Approval of minutes
 - Karen M- 1sts, Shamus 2nds
 - Motion Passes
- Public Comment
 - N/A
- Business Items
 - Review and Recommendation to council on prelim plat/site plan for Great Western Cottages
 - Shamus 1sts, Erik 2nds
 - Erik- Y
 - John- y
 - Ethan- y
 - Karen M- n
 - Karen B- y
 - Shamus- y
- Great communication after the business items have been discussed, we discussed diversity among the architecture and this will continue to be a growing point of concern.
- Informational Items
 - N/A
- Adjourn
 - Shamus 1sts, Karen M 2nds

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUMMING, IOWA, SETTING A PUBLIC HEARING FOR THE ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE (IBC)

WHEREAS, the City of Cumming, Iowa, is committed to promoting the health, safety, and welfare of its residents by enforcing modern and effective building regulations; and

WHEREAS, the 2021 International Building Code (IBC) has been published by the International Code Council and provides updated standards for building construction, safety, and accessibility; and

WHEREAS, the City Council of Cumming recognizes the importance of adopting these updated codes to maintain a safe environment for the residents, businesses, and visitors of the city; and

WHEREAS, a public hearing is required to provide an opportunity for citizens to offer their comments and feedback on the proposed adoption of the 2021 International Building Code;

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

1. Setting of Public Hearing

A public hearing shall be held on **March 24, 2025**, at **6:00PM**, at **Cumming City Hall**, located at **649 N 44th St, Cumming, IA 50061** to consider the adoption of the 2021 International Building Code.

2. Notice of Public Hearing

The City Clerk is hereby directed to publish notice of the public hearing in accordance with the requirements of Iowa law, including posting the notice at City Hall and publishing it in a local newspaper of general circulation no later than **March 20, 2025** in advance of the hearing.

3. Purpose of the Public Hearing

The purpose of the public hearing is to provide an opportunity for all interested persons to be heard regarding the proposed adoption of the 2021 International Building Code. This includes allowing residents, property owners, and other stakeholders to submit comments or ask questions about the proposed code updates.

4. Adoption Process

Following the public hearing, the City Council will consider the input from the

public and may adopt the 2021 International Building Code with or without amendments as deemed appropriate by the City Council.

5. Effective Date

Should the 2021 International Building Code be adopted, the effective date for its implementation will be **March 24, 2025**.

BE IT FURTHER RESOLVED, that the City Council of Cumming encourages all interested parties to attend the public hearing and provide their feedback to ensure the adoption process is transparent and inclusive.

PASSED AND ADOPTED by the City Council of the City of Cumming, Iowa, this **10th** day of **March 2025**.

Brent Highfill, Mayor

Attest:

Nichole Onstot, City Clerk

155.08 ADOPTION OF BUILDING CODES.

Pursuant to published notice and public hearing, as required by law, the following codes are hereby adopted as and shall constitute the *Building Code* of the City, to regulate the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures within the City, and the same are by this reference incorporated herein as fully and completely as if set forth in full herein.

1. The *International Building Code*, 2021 Edition and Appendix Chapters, as published by the International Code Council.

A. Sec. 101.1. Title. Insert "Cumming."

B. Sec. 101.4.1. Electrical. After ICC Electrical Code insert "and the *National Electrical Code*, 2020 Edition, as published by the National Fire Protection Association, and as adopted and amended by the State of Iowa."

C. Sec. 104.11. Alternative methods. After paragraph insert "the Iowa Administrative Code 661, Chapter 16, Div. VI, Part 2 Manufactured Home Construction is hereby adopted for installation of mobile (manufactured) homes."

D. Sec. 108.2. Fees. After "in accordance with the" insert "attached schedule as established by Cumming."

E. Sec. 108.3. Valuations. At the end of last sentence delete period and insert "using the latest Building Valuation Data Sheet."

F. Modify Code Section: IBC 903.2.8. Add the following exceptions:

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

2. Townhouse structures that contain eight (8) or less dwelling units.

3. Townhouse structures less than eighteen thousand (18,000) square feet floor space, exclusive of any garages.

4. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing one-and two-family dwellings that are not already provided with an automatic residential fire sprinkler system.

5. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garage and other unenclosed areas.

6. R-2 uses that have four (4) or less dwelling units.

G. Sec. 1612.3. Insert "Cumming."

H. Sec. 1612.3. Insert "2021."

2. The *International Mechanical Code*, 2024 Edition, as published by the International Code Council and as adopted and amended by the State of Iowa.

A. Sec. 101.1. Title. Insert “Cumming.”

B. Sec. 106.5.2. Fee Schedule. Insert “Cumming.”

C. Sec. 108.4. Penalties. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

D. Sec. 108.5. Stop work. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

3. The *Uniform Plumbing Code* and Appendix Chapters, 2024 Edition, as published by the International Association of Plumbing and Mechanical Officials and as adopted and amended by the State of Iowa.

A. Sec. 101.0. Title. Insert “Cumming.”

B. Sec. 106.6.2. Fee Schedule. Insert “Cumming” fee schedule.

C. Sec. 108.4. Penalties. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

D. Sec. 108.5. Stop work. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

E. Sec. 305.6.1. Insert “42 inches” in 2 places.

F. Sec. 904.1. Insert “12 inches.”

4. The *National Electrical Code*, 2020 Edition, as published by the National Fire Protection Association and the *International Electrical Code*, 2020 Edition, as published by the International Code Council and as adopted and amended by the State of Iowa.”

A. Sec. 101.1. Title. Insert “Cumming.”

B. Sec. 404.2. Fee Schedule. Insert “Cumming” fee schedule.

5. The International Fire Code and Appendix Chapters, 2021 Edition, as published by the International Code Council.

A. Sec. 101.1. Title. Insert “Cumming.”

B. Sec. 109.3. Penalties. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

C. Sec. 111.4. Stop work. Insert “Municipal Infraction, punishable by a fine specified in the Cumming Schedule of Fines.”

D. Modify Code Section: IFC 903.2.8. Add the following exceptions:

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

2. Townhouse structures that contain eight (8) or less dwelling units.

3. Townhouse structures less than eighteen thousand (18,000) square feet floor space, exclusive of any garages.

4. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing one-and two-family dwellings that are not already provided with an automatic residential fire sprinkler system.

5. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garage and other unenclosed areas.

6. R-2 uses that have four (4) or less dwelling units.

6. The *International Property Maintenance Code*, 2021 Edition, as published by the International Code Council.

A. Sec. 101.1. Title. Insert "Cumming."

B. Sec. 103.6. Fee Schedule. Insert "Cumming" and "Rental Housing Compliance Inspection Fee Schedule."

C. Sec. 304.14. Screens. Insert "April 15" and "September 15."

D. Sec. 602.3. Heat. Delete "during the period from (date) to (date)."

E. Sec. 602.4. Work spaces. Delete "during the period from (date) to (date)."

7. The *International Residential Code for One & Two Family Dwellings* and Appendix Chapters, 2021 Edition, as published by the International Code Council.

A. Sec. R101.1. Title. Insert "Cumming."

B. Sec. R104.11. Alternative methods. After paragraph insert "The Iowa Administrative Code 661, Chapter 16, Div. VI, Part 2, Manufactured Home Construction is hereby adopted for installation of manufactured (mobile) homes."

C. Sec. R108.2. Permit fees. After "in accordance with the" insert "attached schedule as established by Cumming for the regular Building Permit Fee Schedule."

D. Modify Code Section: R313.1. Add the following exceptions:

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

2. Townhouse structures that contain eight (8) or less dwelling units.

3. Townhouse structures less than eighteen thousand (18,000) square feet floor space, exclusive of any garages.

E. Modify Code Section: R313.2. Add the following exceptions:

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing one-and two-family dwellings that are not already provided with an automatic residential fire sprinkler system.

2. One-and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garage and other unenclosed areas.

8. The *International Energy Conservation Code* and Appendix Chapters, 2012 Edition, as published by the International Code Council and as adopted and amended by the State of Iowa.

A. Sec. 101.1. Title. Insert "Cumming."

DRAFT

RESOLUTION 2025-10
City of Cumming

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

WHEREAS, City Council Regular Meeting on March 24, 2025 will be held at, and;

WHEREAS, the time of the Regular Meeting will be 6:30 p.m.

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

Cumming City Council Regular Meeting time of 6:30 pm on March 24, 2025.

Passed and approved this 10th of March 2025.

Brent Highfill, Mayor

Attest:

Nichole Onstot, City Clerk

ORDINANCE NO. 2025-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF CUMMING, IOWA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

City Clerk

(OFFICIAL SEAL)

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

City Clerk

(OFFICIAL SEAL)

ORDINANCE NO. 2025-02

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. If any section, provision, or part of this ordinance shall be adjudged to be invalid or

unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

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

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

PASSED AND APPROVED this ___th day of _____ 2025.

CITY OF CUMMING, IOWA

By: _____

Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

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

City Clerk

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

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

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

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

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

ARTICLE 1. GENERAL

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

Section 2. Term. This Agreement shall continue in effect from the Effective date, July 1, 2025 until **June 30, 2026. One year notice to terminate agreement by either party is required.**~~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: _____

By: _____

It's: Mayor

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**

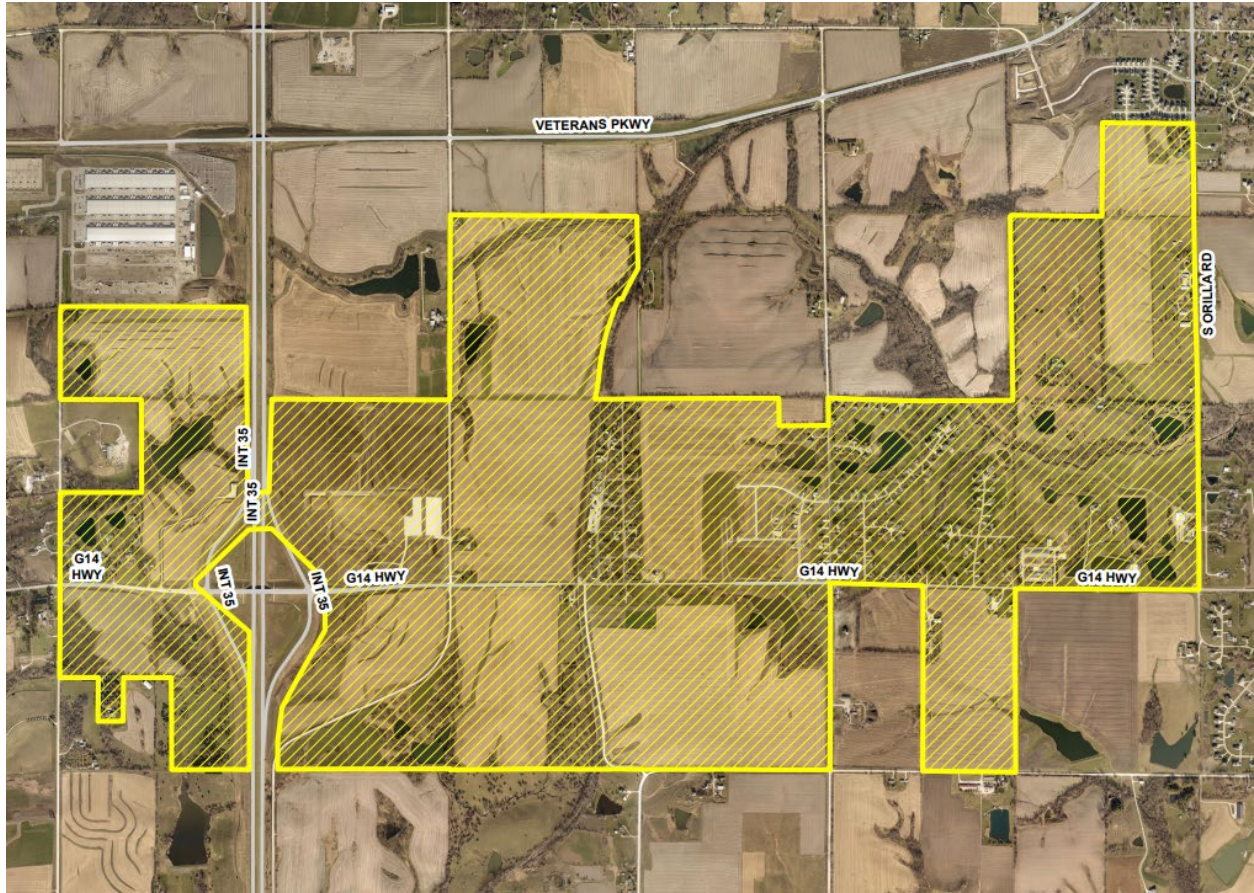


EXHIBIT B TAXABLE VALUATION REPORT SAMPLE

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

RESOLUTION NO. 2025-11

A RESOLUTION TO APPROVE THE PRELIMINARY PLAT AND SITE PLAN FOR GREAT WESTERN COTTAGES

WHEREAS, a Preliminary Plat/ Site Plan for Great Western Cottages was submitted to the Planning & Zoning Commission for review and consideration; and

WHEREAS, the Planning & Zoning Commission, after reviewing the proposed Preliminary Plat/Site Plan for the development of Great Western Cottages, held a public meeting on March 4, 2025, and determined that the Preliminary Plat and Site Plan complies with the relevant zoning ordinances, land use policies, and development standards; and

WHEREAS, the Planning & Zoning Commission has recommended approval of the Preliminary Plat and Site Plan for Great Western Cottages to the City Council, subject to any necessary conditions as outlined in the minutes of the meeting on March 4, 2025; and

WHEREAS, the City Council has reviewed the recommendations of the Planning & Zoning Commission and finds that the proposed development aligns with the City's goals and policies for sustainable growth and community development; and

WHEREAS, the City Council deems it in the best interest of the community to approve the Preliminary Plat and Site Plan for Great Western Cottages, as recommended by the Planning & Zoning Commission;

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

1. **Approval:** The Preliminary Plat and Site Plan for Great Western Cottages is hereby approved, as recommended by the Planning & Zoning Commission on March 4, 2025, subject to any conditions or stipulations outlined in the Commission's recommendation and the minutes of the meeting.
2. **Conditions:** The approval is subject to the applicant meeting all necessary conditions for development and ensuring compliance with all applicable city codes, ordinances, and regulations.
3. **Effective Date:** This resolution shall become effective immediately upon adoption.

ADOPTED this 10th day of March 2025, by the City Council of Cumming.

Brent Highfill, Mayor

Attest:

Nichole Onstot, City Clerk

Staff Communication: Great Western Cottages Prelim Plat

SUBMITTED BY: Rita Conner, City Administrator

Summary: Middlebrook HB, LLC and Middlebrook Land Concepts (Tim Portzen, Vice President, Diligent Development 12119 Stratford Drive Suite B Clive, Iowa 50325) has submitted a Preliminary Plat/Site Plan for 30 residential cottages as part of the Middlebrook Agrihood Planned Unit Development (PUD). The project location is generally south of Cumming Avenue, west of S. 44th Place and the Great Western Trail. Planning & Zoning Commission reviewed this item on March 4. Report updated to include P & Z action and discussion.

Background and general information:

- The Middlebrook Agrihood PUD was approved by City Council by Ordinance 2023-02 on September 25, 2023.
- The proposed project is part of Zone 2 in the approved PUD: *Commercial, High Intensity Residential and Medium Intensity Residential* (PUD Link below)
- Construction drawing for public utility improvements submitted for review
- Street A is proposed as public; B, C, and D are proposed as private.
- There are both public and private shared use paths proposed for connectivity

Supplemental Materials The preliminary plat was developed following the City's Comp Plan and the Middlebrook Agrihood PUD. Links below to these plans.

- City of Cumming Comprehensive Land Use Plan
<https://app.box.com/file/1135213796082?s=gq5cm7hbrzoieaj1hhrivmckmp0zxywn&sb=/activity>
- Middlebrook Agrihood PUD (includes all zone descriptions and precedent Images). <https://app.box.com/s/yfudn9fwc5lm53j4vye71ksathnxfyyd>

Staff comments/notes:

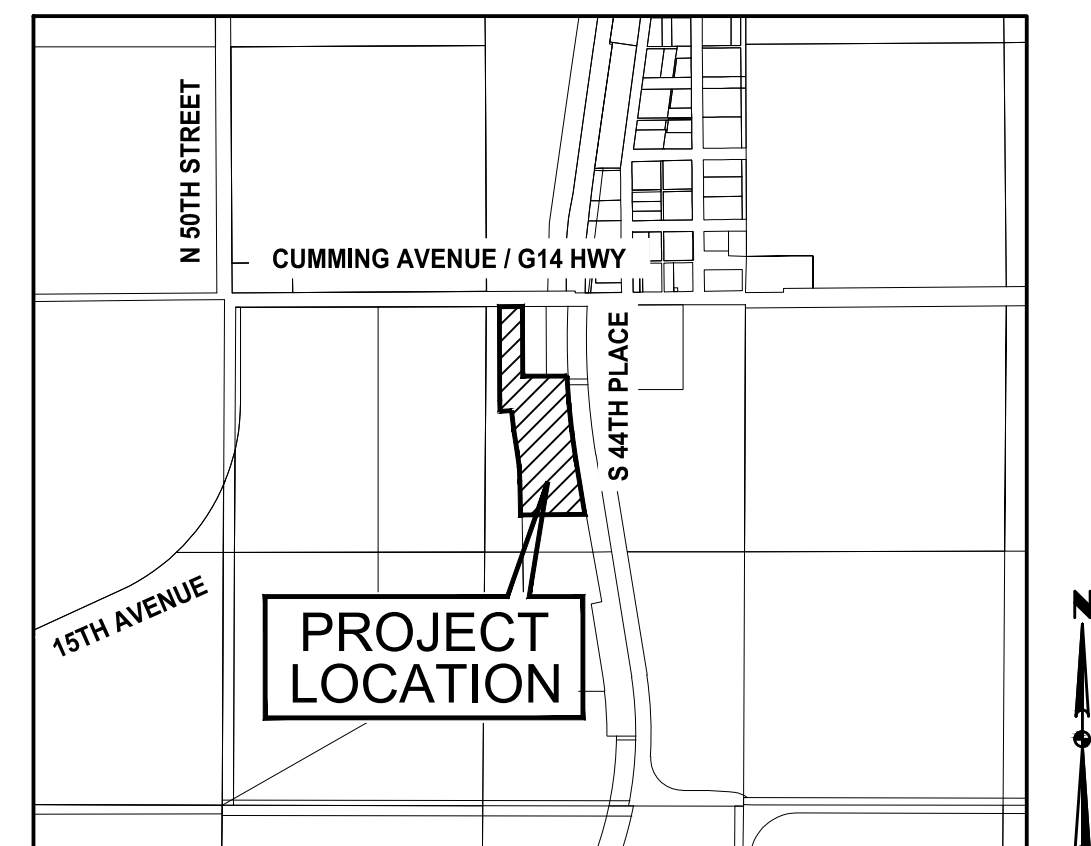
1. Staff and consultants referenced a regional stormwater management study and the use of low impact development strategies, more to come on this opportunity.
2. Future street grid and traffic controls for n/w streets onto Cumming Ave
3. P & Z voted to approve the preliminary plat but discussed concerns for architectural differentiation in the 30 units after the vote. Unit price points and entry level homebuyers (young professionals, recent graduates) were also referenced and discussed by the Commission members, as were other developments where condo or townhome products were seen as too similar in appearance.
4. The Cottages is one neighborhood of the 600+ acre Agrihood, a PUD that was intended to offer varied commercial and residential products while also providing open space, walkability and working agriculture as part of the development vision. Precedent images of potential units were provided in the original PUD and are at the PUD link above. Slingshot Architecture's wood and metal exteriors and the proposed colors are intended to provide warmth and complement the Agrihood planning intentions.

PRELIMINARY PLAT / SITE PLAN FOR: GREAT WESTERN COTTAGES

CUMMING, IOWA

VICINITY MAP

SCALE - 1"=1000'



CUMMING, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2-3	GENERAL NOTES & DETAILS
4	DIMENSION PLAN
5-6	GRADING PLAN
7-8	UTILITY PLAN
9	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

OWNER / APPLICANT

MIDDLEBROOK HB LLC / LAND CONCEPTS LLC
CONTACT: TIM PORTZEN
6150 VILLAGE VIEW DR STE 110
WEST DES MOINES, IOWA 50266
PH. (515) 309-0705

ENGINEER

CIVIL DESIGN ADVANTAGE
4121 NW URBAN DALE DRIVE
URBAN DALE, IOWA 50322
CONTACT: EMILY HARDING
EMAIL: EMILYH@CDA-ENG.COM
PH. (515) 369-4400

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBAN DALE DRIVE
URBAN DALE, IOWA 50322
CONTACT: CHARLIE MCGLOTHLEN
EMAIL: CHARLIEM@CDA-ENG.COM
PH. (515) 369-4400

ARCHITECT

SLINGSHOT ARCHITECTURE
400 LOCUST STREET, SUITE 140
DES MOINES, IOWA 50309
CONTACT: JOSH WILLIAMS
PH. (515) 243-0074

SUBMITTAL DATES

FIRST SUBMITTAL: 1/31/2025

LEGAL DESCRIPTION

A PART OF PARCEL 'M' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 2020-01460, BEING A PART OF THE WEST HALF SECTION 17, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CUMMING, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER F SAID PARCEL 'M'; THENCE SOUTH 00°10'23" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 'M', 363.00 FEET; THENCE NORTH 89°49'14" EAST ALONG SAID EASTERLY LINE, 230.22 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 3870.66 FEET, WHOSE ARC LENGTH IS 429.25 FEET AND WHOSE CHORD BEARS SOUTH 06°01'38" EAST, 429.03 FEET; THENCE SOUTH 09°12'15" EAST ALONG SAID EASTERLY LINE, 298.10 FEET; THENCE SOUTH 89°38'56" WEST ALONG SAID EASTERLY LINE, 334.69 FEET; THENCE NORTH 00°59'55" WEST, 176.23 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 147.51 FEET AND WHOSE CHORD BEARS NORTH 05°06'05" WEST, 147.39 FEET; THENCE NORTH 09°12'15" WEST, 120.21 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 101.04 FEET AND WHOSE CHORD BEARS NORTH 06°13'12" WEST, 101.00 FEET; THENCE SOUTH 86°45'51" WEST, 60.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 55.06 FEET AND WHOSE CHORD BEARS NORTH 01°42'16" WEST, 55.05 FEET; THENCE NORTH 00°10'23" WEST, 491.17 FEET TO THE NORTH LINE OF SAID PARCEL 'M'; THENCE NORTH 89°49'14" EAST ALONG SAID NORTH LINE, 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.30 ACRES (274,611 SQUARE FEET).

ZONING

MIDDLEBROOK PUD:
ZONE 2: MIDDLEBROOK COMMERCIAL, HIGH INTENSITY
RESIDENTIAL, OR MEDIUM INTENSITY RESIDENTIAL

BULK REGULATIONS

LIVE/WORK TYPOLOGY
LOT WIDTH = 20' - 80'
SETBACKS:
FRONT = 10' MIN.
BUILD-TO-ZONE = 10' - 25'
SIDE = 0' MIN. BETWEEN UNITS,
5' EACH SIDE (10' TOTAL)

BENCHMARKS

WDM GPS #16 (MONUMENT) @ NE CORNER OF SW 80TH & SW
66TH: ELEVATION=966.14



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.



THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF ANKENY GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

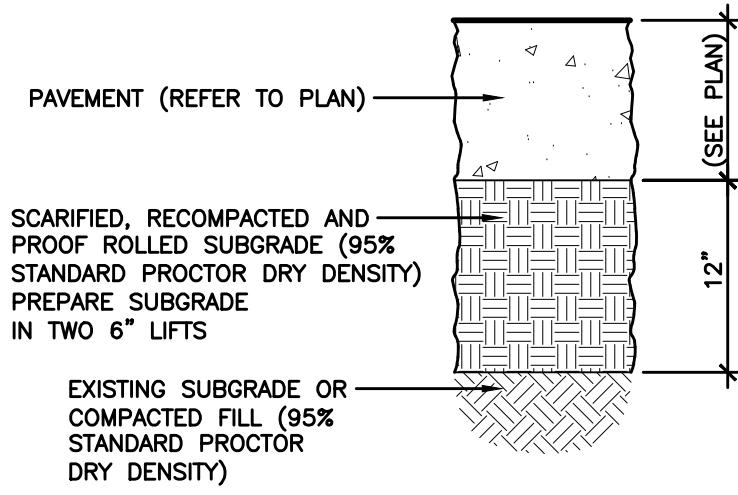
THE 2025 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

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.

PRELIMINARY
NOT FOR CONSTRUCTION

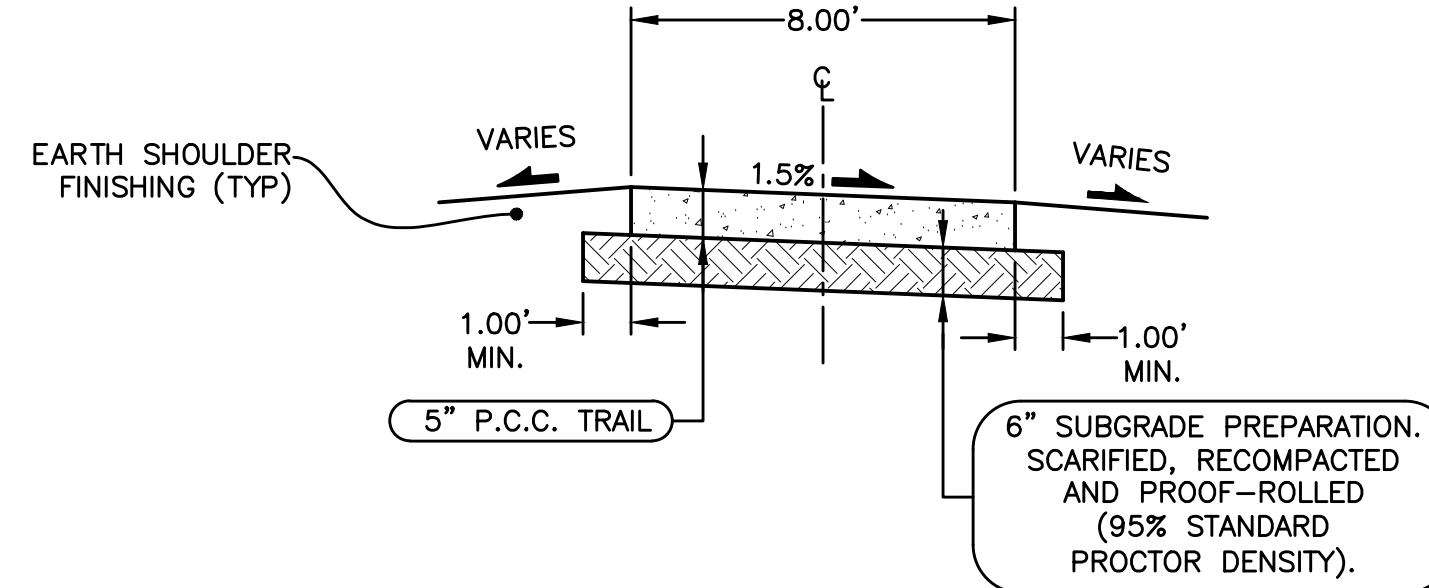
EMILY HARDING, P.E.
19972
LICENSE NUMBER 19972
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
ALL SHEETS

FILE: PL 2405.385 IOWA 2405.385-SITE PLAN.DWG
 DATE PLOTTED: 1/30/2025 6:00 PM
 PLOTTED BY: ANNA STONBERG
 COMMENTS: ENG.



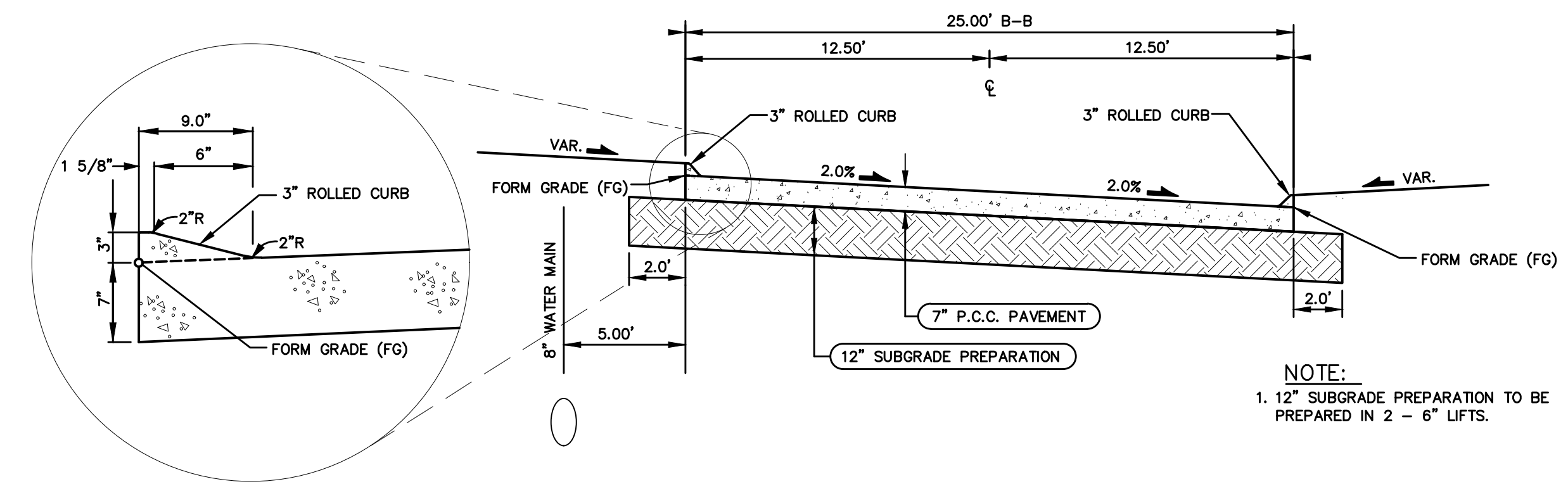
NOTE:
1. SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB, EXCEPT WHEN ABUTTING EXISTING PAVEMENT.

12" SUBGRADE PREPARATION DETAIL
NOT TO SCALE



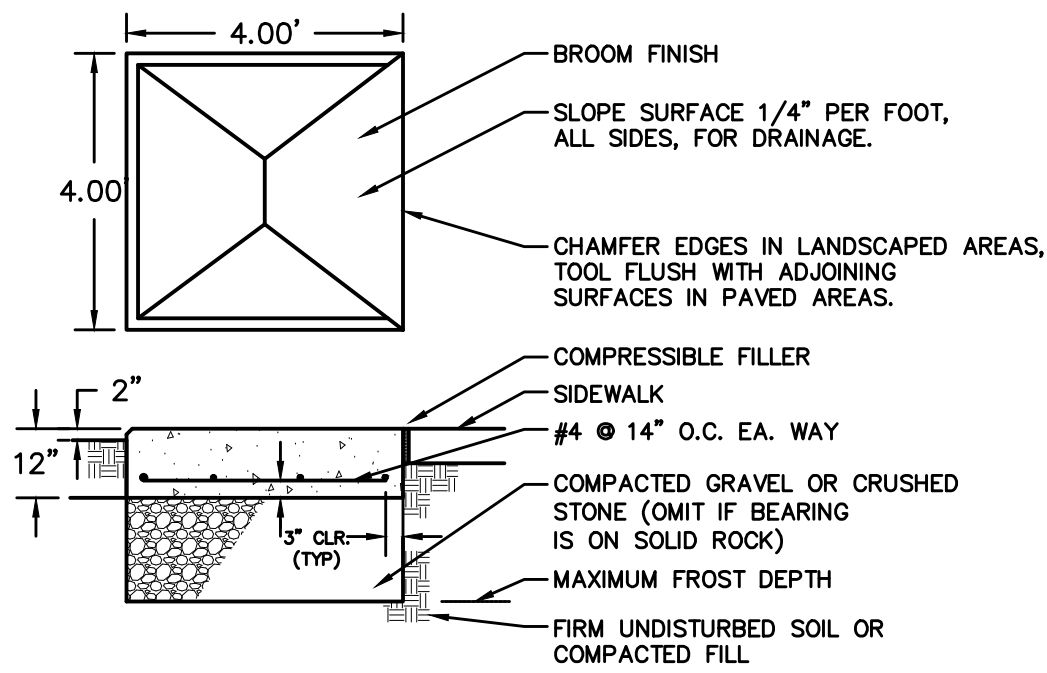
NOTES:
1. TYPICAL C JOINT SPACING IS 8'
2. REFER TO GRADING PLAN FOR TRAIL GRADES.

TYPICAL SECTION - 8' P.C.C. SHARED USE PATH
NOT TO SCALE



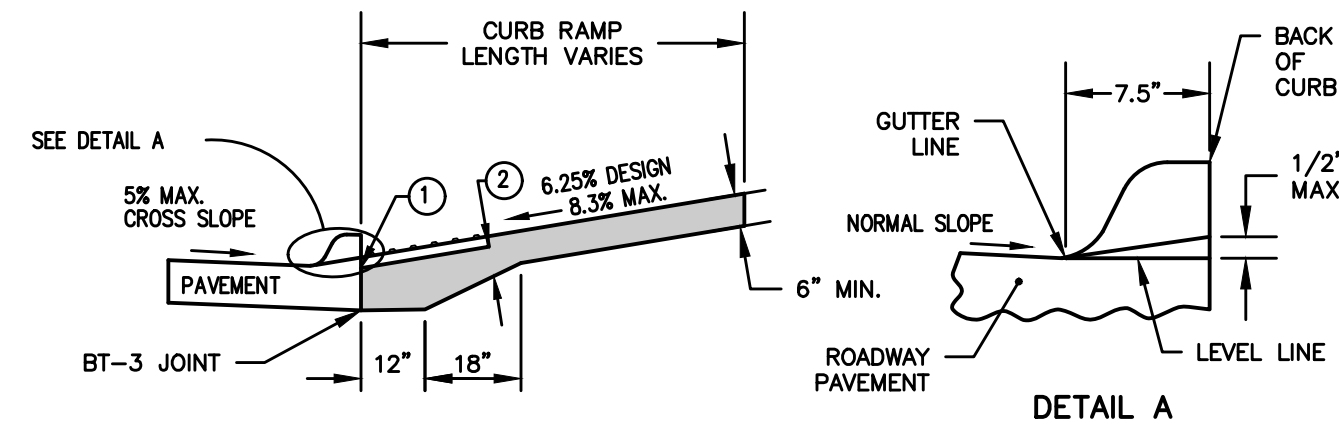
NOTE:
1. 12" SUBGRADE PREPARATION TO BE PREPARED IN 2 - 6" LIFTS.

TYPICAL SECTION - PRIVATE STREETS
NOT TO SCALE

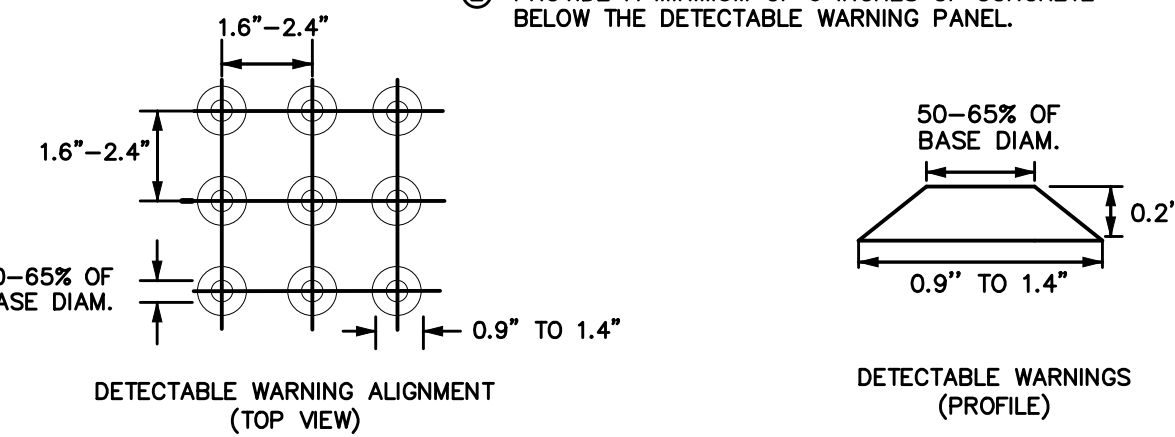


GENERAL NOTES:
1. CONCRETE: 3000 PSI @ 28 DAYS, 6% AIR ENTRAINMENT, 3" SLUMP, PLACE IN ACCORDANCE WITH ACI-301.
2. REINFORCING STEEL: ASTM A615, GRADE 60.
3. THIS BASE DETAIL CAN BE USED FOR NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS (NDCBU) CLUSTER BOXES AND PARCEL LOCKERS WITH 4"x10" BOLT PATTERN.
4. REQUIRED EXPANSION BOLT CAPACITY, BASED ON CALCULATED DESIGN LOAD= 3100 LBS TENSION, 2000 LBS SHEAR.
5. MAILBOX PADS TO BE INSTALLED AT TIME OF SIDEWALK INSTALLATION.

CLUSTER MAILBOX PAD DETAIL
NOT TO SCALE



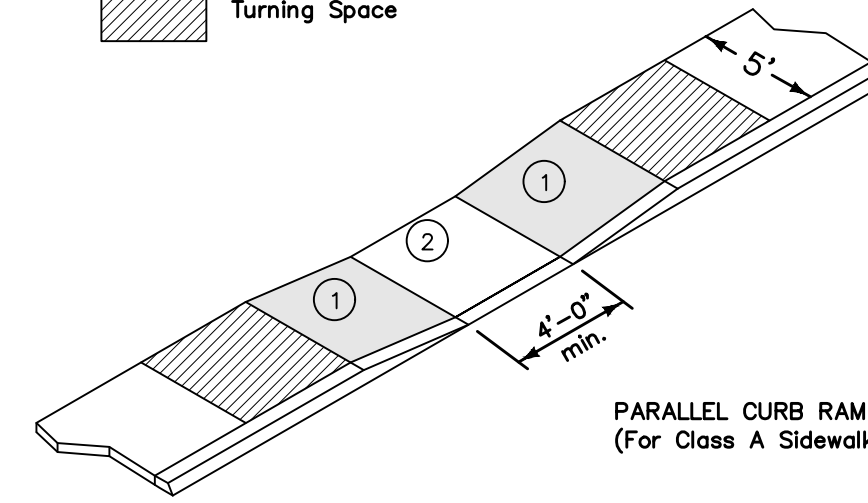
NOTES:
① INSTALL A 24 INCH WIDE (MIN.) STRIP OF DETECTABLE WARNINGS AT THE BACK OF CURB. EXTEND THE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP.
② PROVIDE A MINIMUM OF 6 INCHES OF CONCRETE BELOW THE DETECTABLE WARNING PANEL.



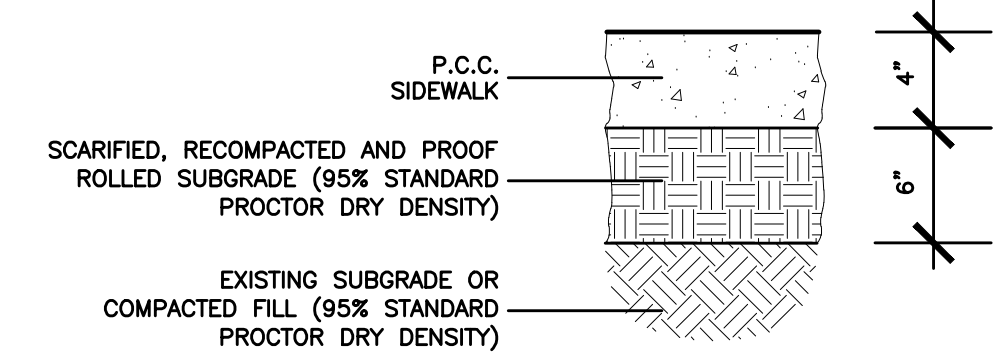
DETECTABLE WARNING STRIP DETAIL
NOT TO SCALE

① PARALLEL CURB RAMP: TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMP SHORTER THAN 15 FEET.
② TURNING SPACE: TARGET SLOPE OF 1.5% WITH A MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. AT MID-BLOCK CROSSINGS, CROSS SLOPE OF LANDING MAY EXCEED 2.0% TO MATCH ROADWAY GRADE. MINIMUM 4 FEET BY 4 FEET.

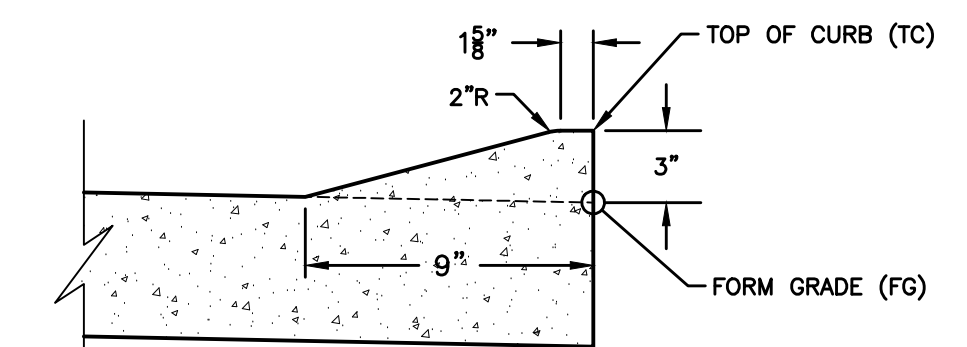
Key
Curb Ramp
Turning Space



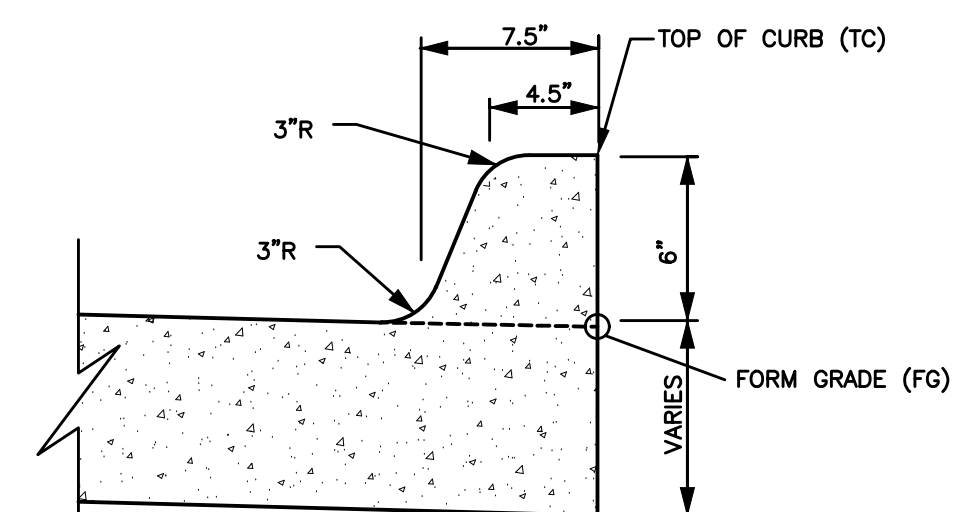
PARALLEL CURB RAMPS AT 3" ROLLED CURB
NOT TO SCALE



PCC SIDEWALK DETAIL
NOT TO SCALE



3" PCC ROLLED CURB
NOT TO SCALE



6" PCC STANDARD CURB
NOT TO SCALE

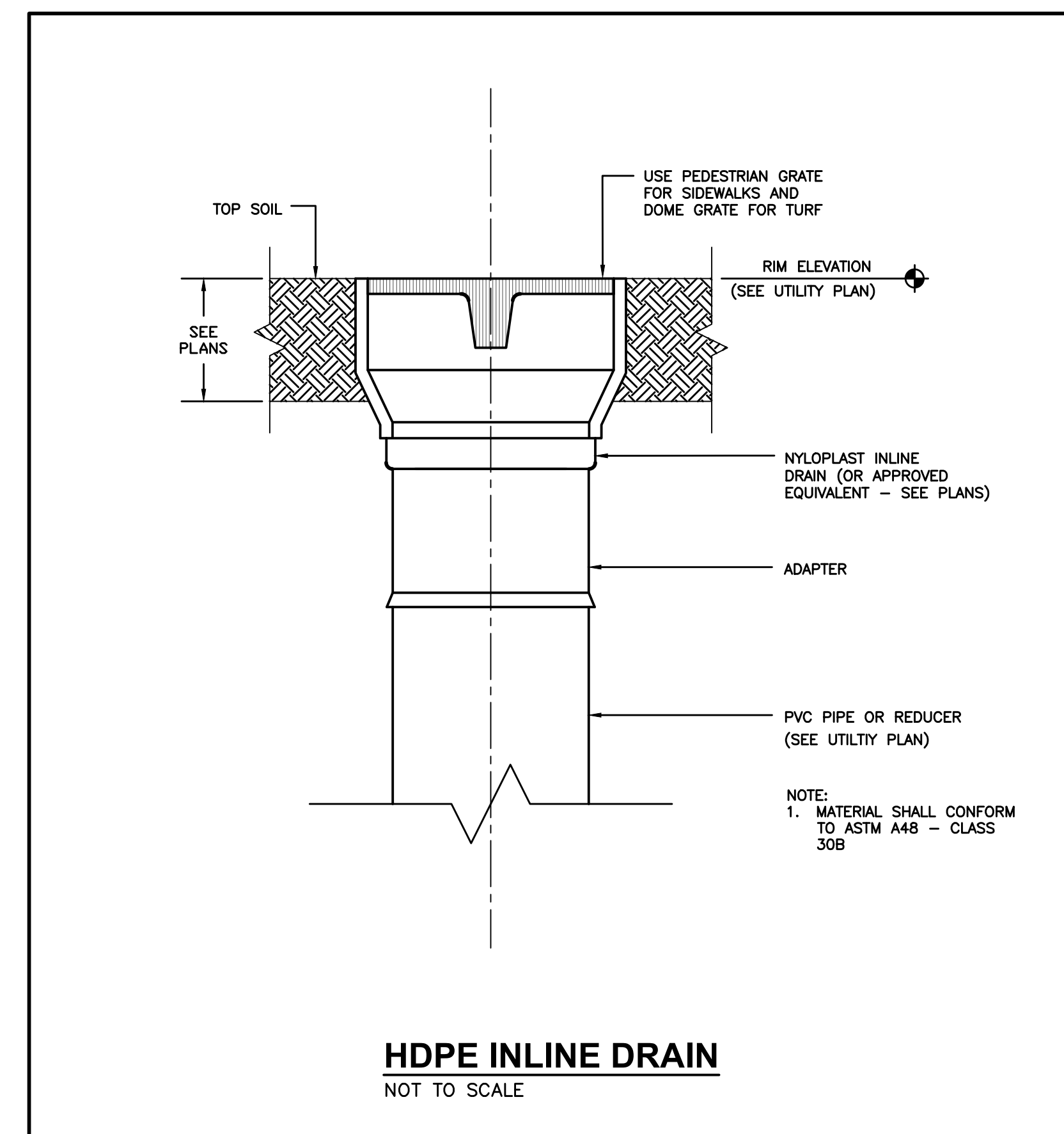
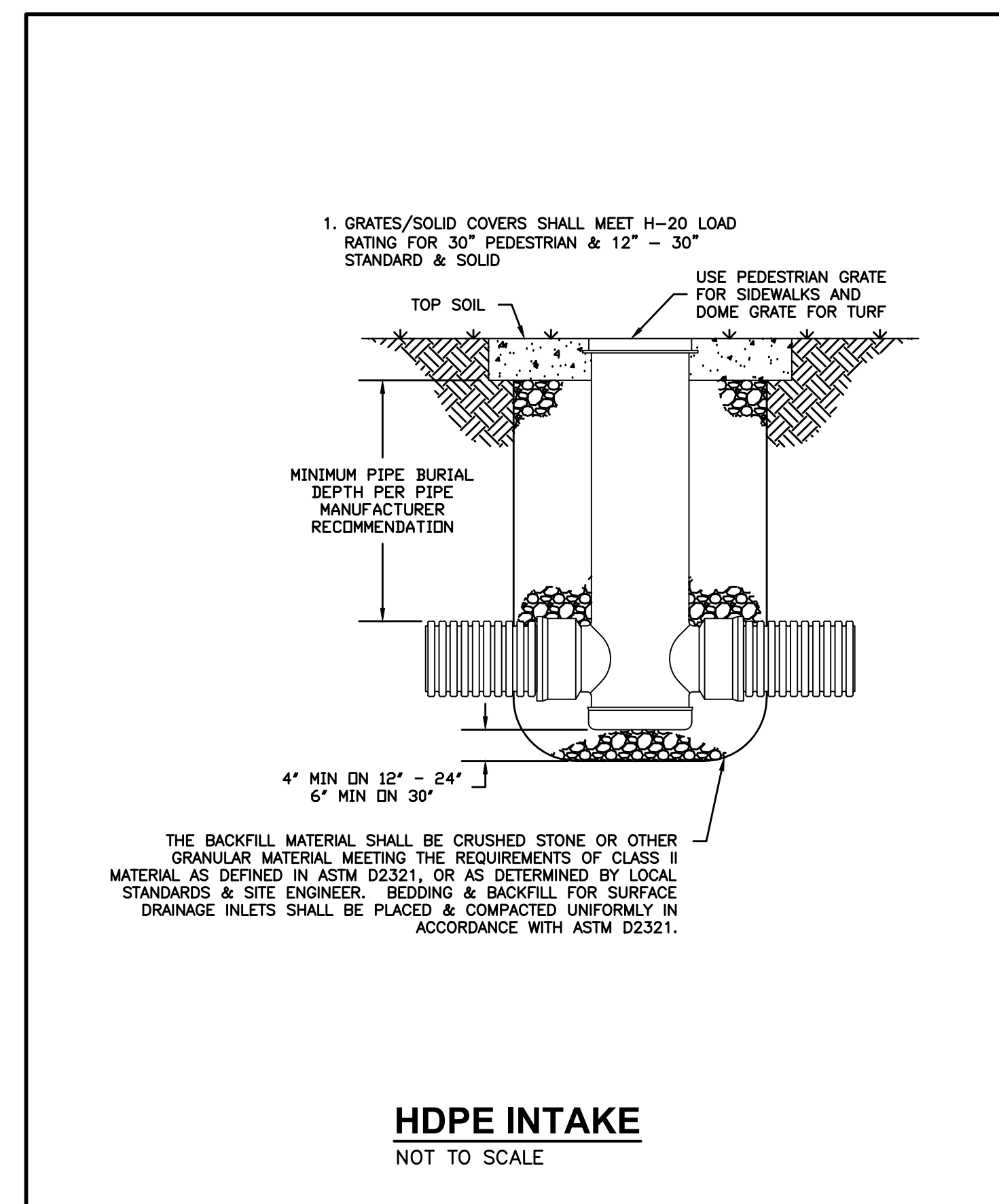
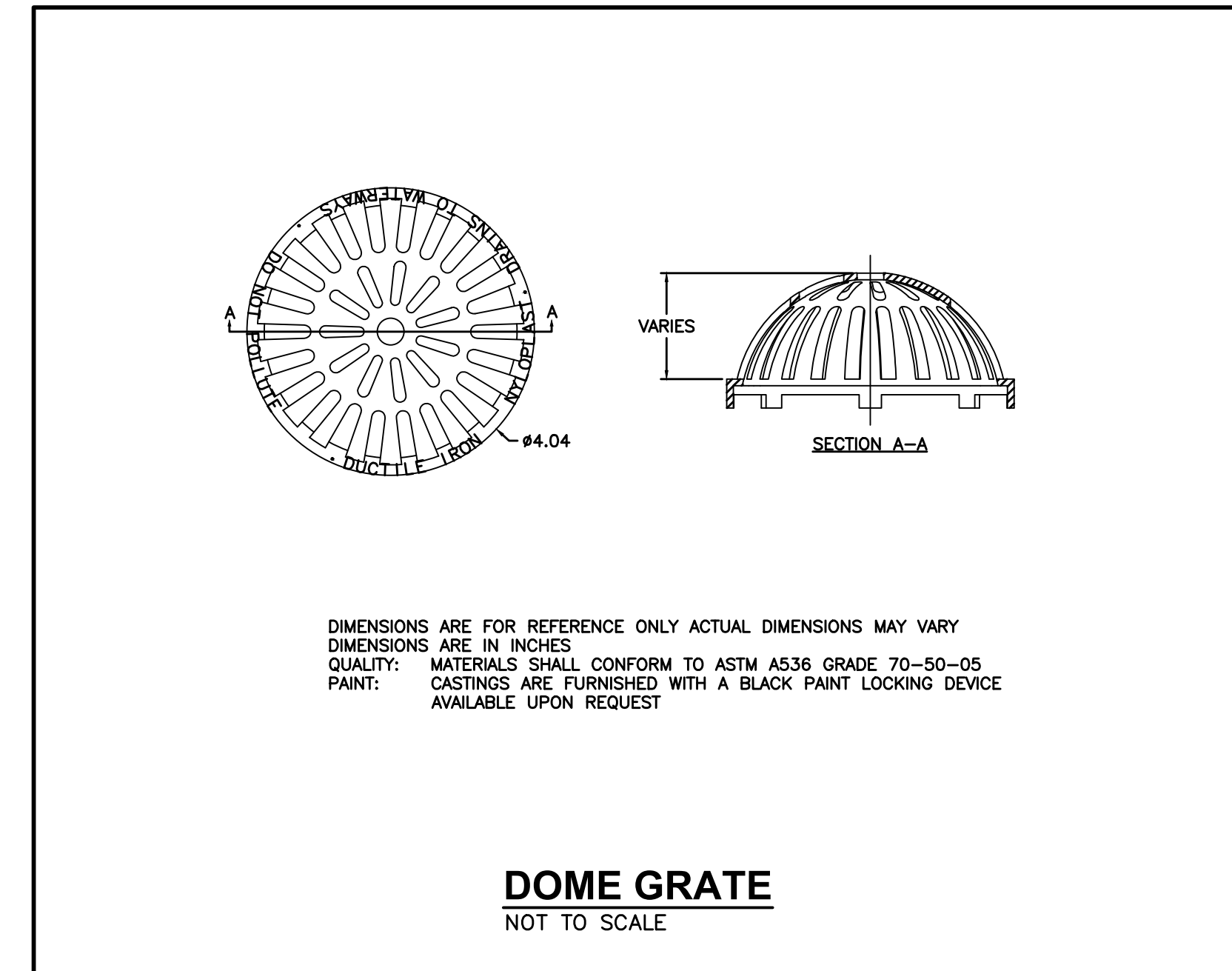
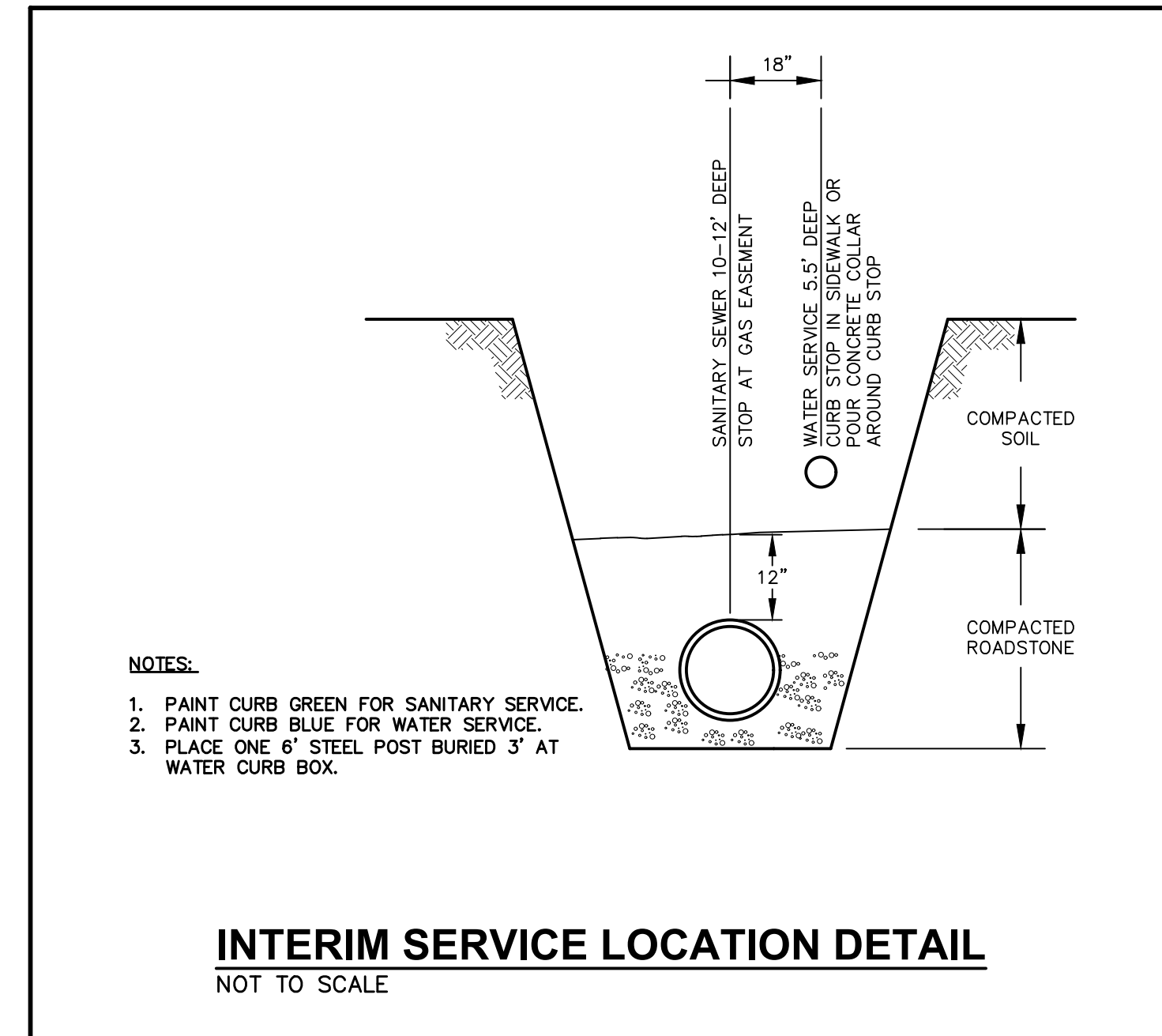
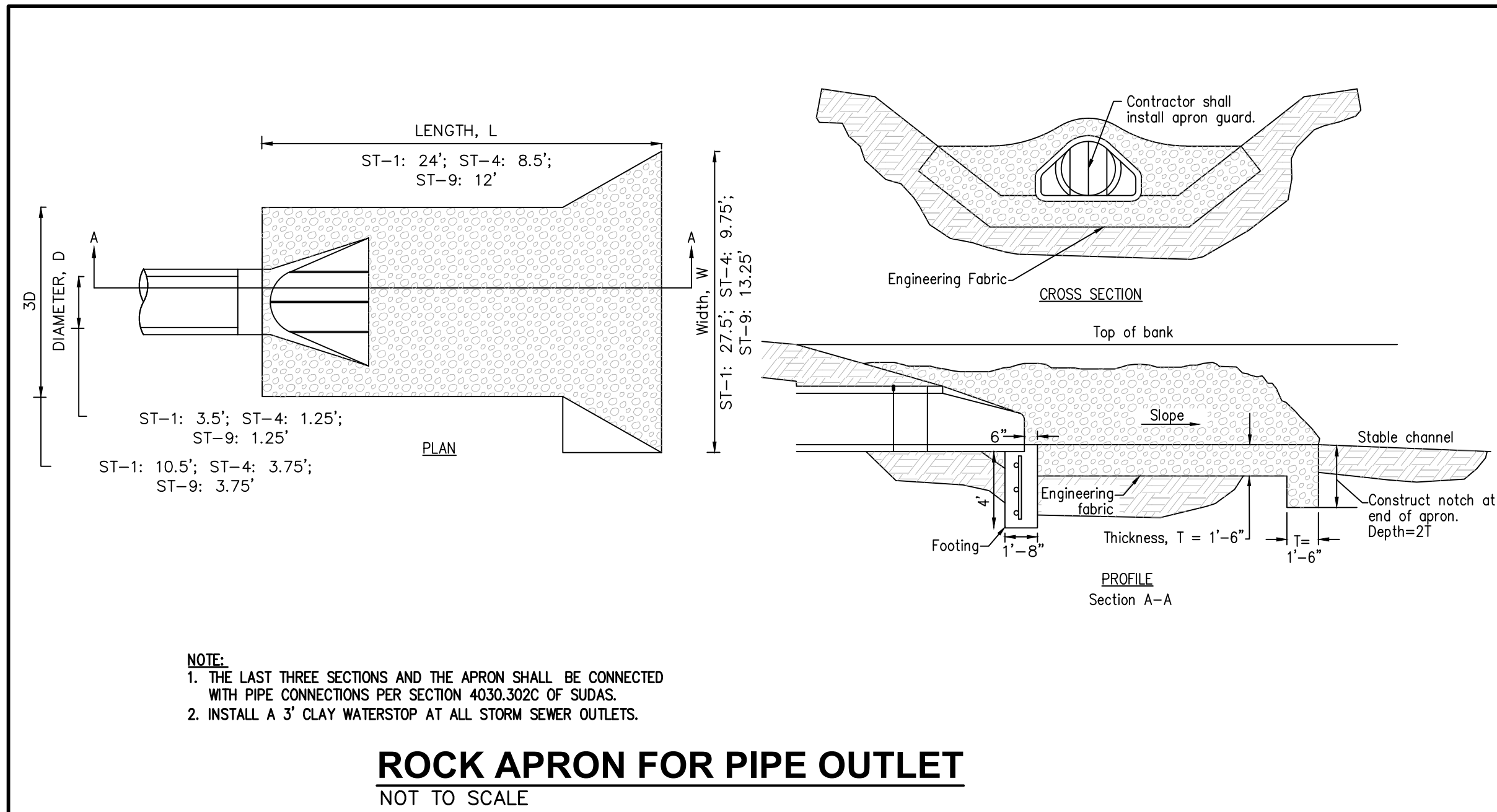
DATE	01/31/2025
REVISIONS	
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: ENH
ENGINEER: ENH

CIVIL DESIGN ADVANTAGE
CUMMING, IOWA

GREAT WESTERN COTTAGES
GENERAL NOTES AND DETAILS



FILE: H:\2024\2405385\DWG\2405385-SITE PLAN.DWG COMMENT: DATE PLOTTED: 1/29/2025 6:00 PM
 PLOTTED BY: ROSALIA STONEBERG DESIGNED BY: ENR

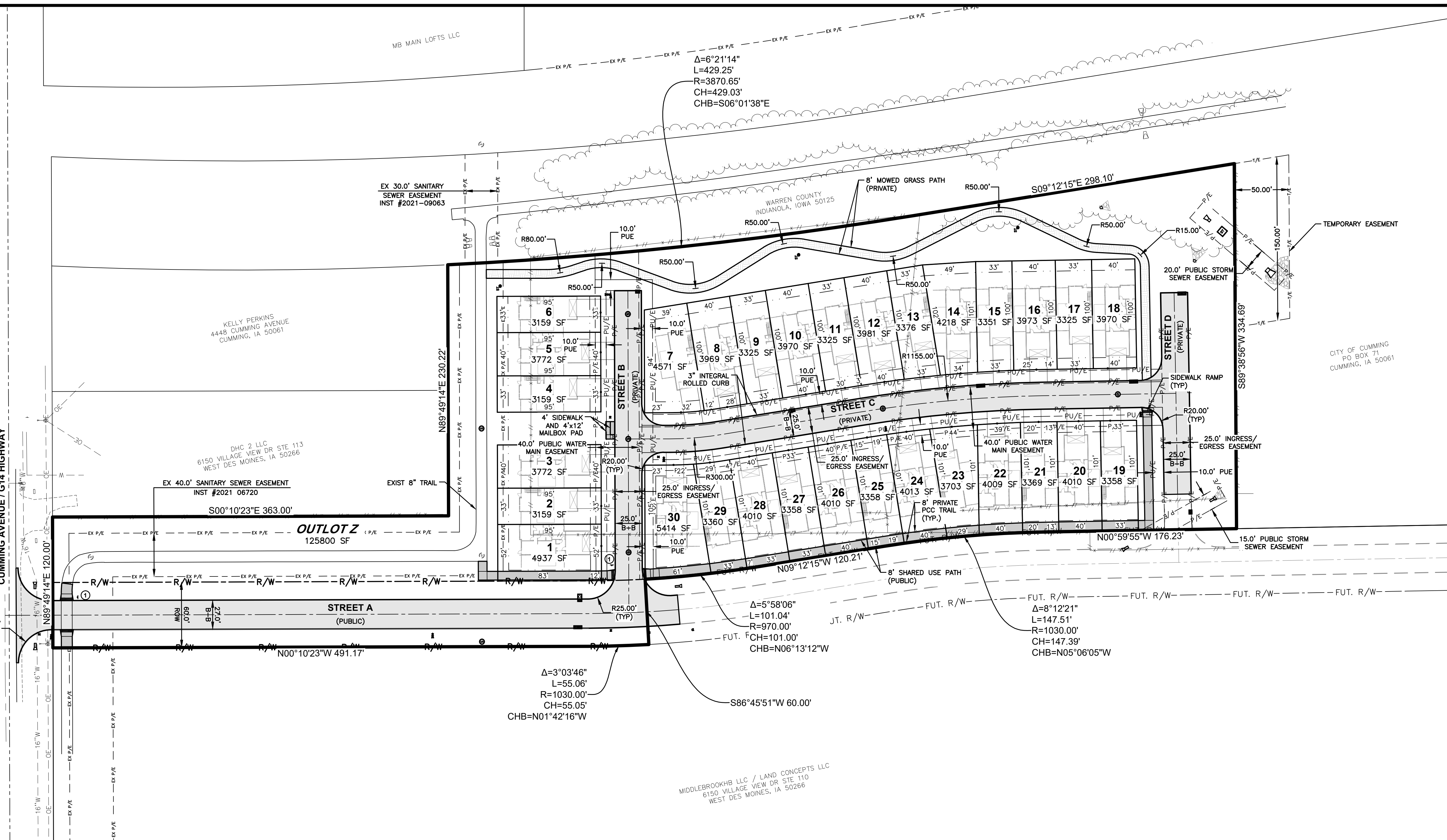
GREAT WESTERN COTTAGES
 GENERAL NOTES AND DETAILS
 CUMMING, IOWA

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

DATE: _____
 REVISIONS: _____
 FIRST SUBMITTAL: 01/31/2025

TECH: _____
 ENGINEER: ENH

3/9
 2405.385



ERNEST R JR TST 1/2
 DOLLIE M FISCHER 1/2
 2166 ADAMS STREET
 CUMMING, IA 50061

KELLY PERKINS
 4448 CUMMING AVENUE
 CUMMING, IA 50061

DHC 2 LLC
 6150 VILLAGE VIEW DR STE 113
 WEST DES MOINES, IA 50266

MIDDLEBROOKHB LLC / LAND CONCEPTS LLC
 6150 VILLAGE VIEW DR STE 110
 WEST DES MOINES, IA 50266

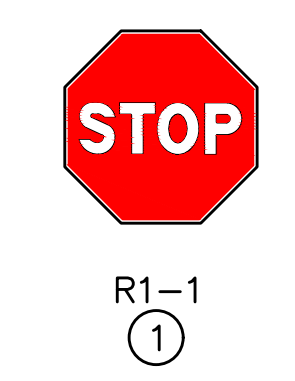
GENERAL NOTES

1. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

TRAFFIC CONTROL NOTES

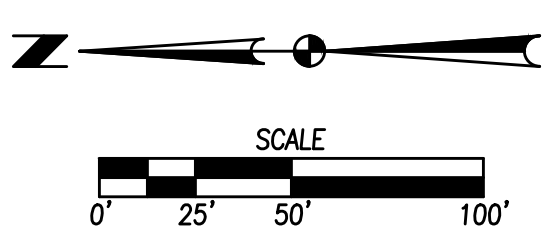
1. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
3. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
4. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12A-4.
5. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
6. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD, MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

SIGN LEGEND



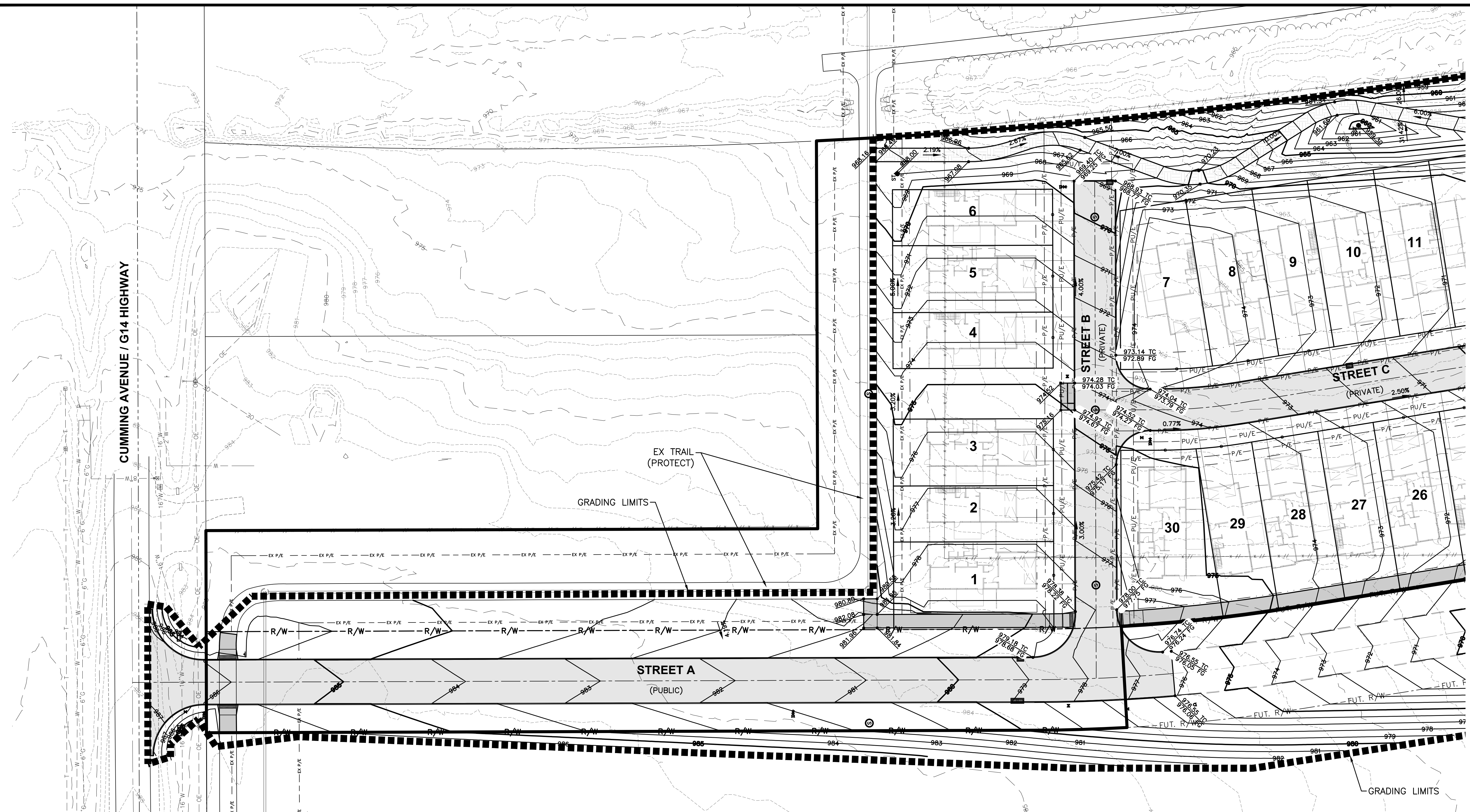
PAVEMENT THICKNESS

- | | |
|--------------------------------|-----------|
| 1. SIDEWALKS | 4" P.C.C. |
| 2. TRAILS | 5" P.C.C. |
| 3. DRIVEWAYS | 6" P.C.C. |
| 4. PRIVATE ROADS | 7" P.C.C. |
| 5. PRIVATE ROADS WITHIN R.O.W. | 7" P.C.C. |



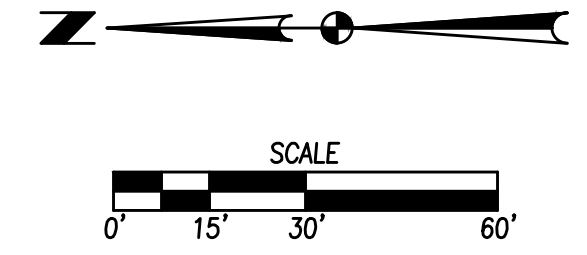
COMMENT: ENH
 FILE: H:\2024\2405385\DWG\2405385-SITE PLAN.DWG
 PLOTTED BY: ROSA STONEBERGER
 DATE: 1/30/2025 6:00 PM


FILE: H:\2405385\2405385\2405385-SITE PLAN.DWG
 COMMENT: ENR
 PLOTTED BY: ROSALIA STONEBERG
 DATE: 1/26/2025 6:00 PM



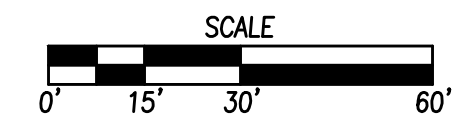
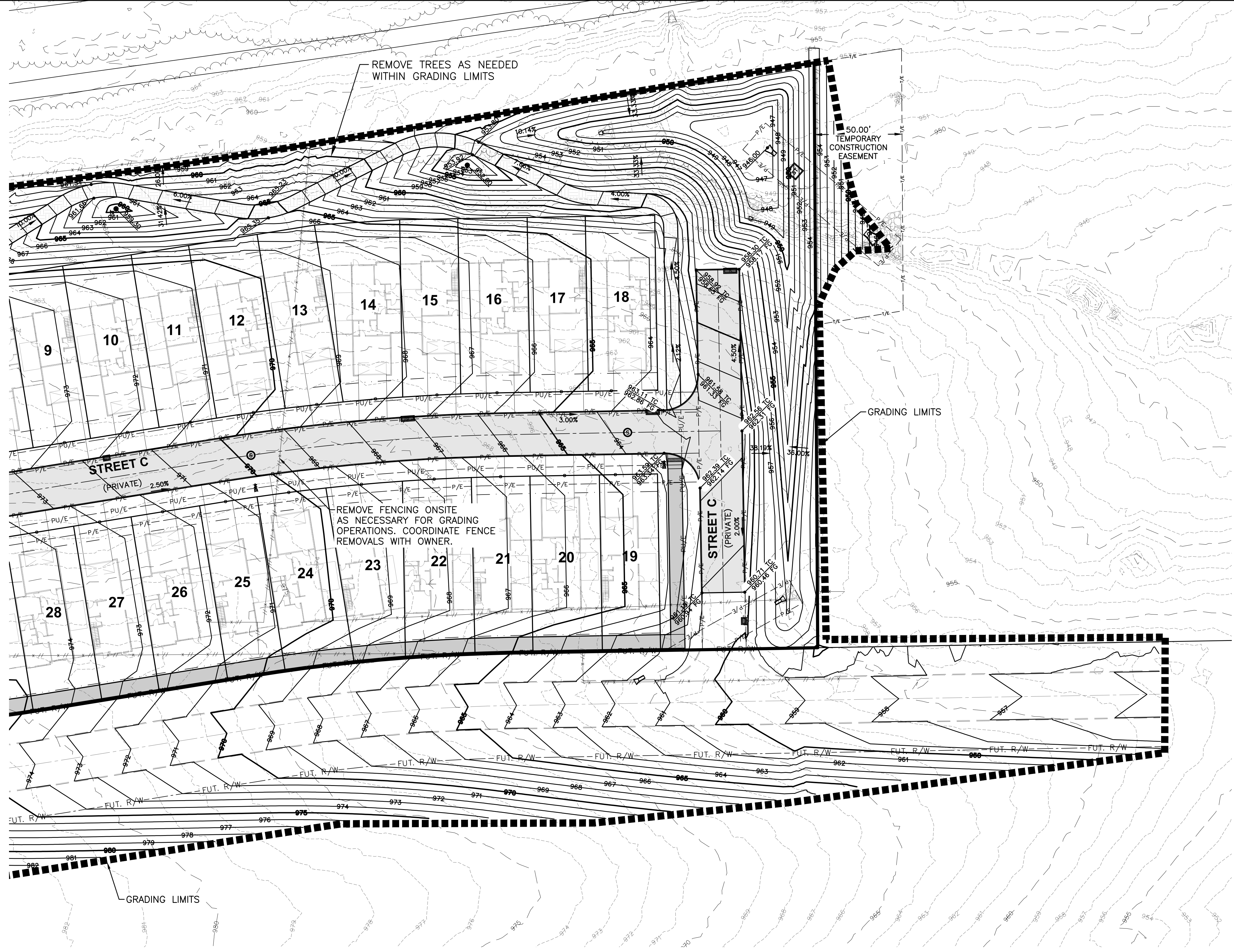
GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
6. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
7. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS AND TREE REMOVALS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
9. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
10. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
11. SIDEWALKS:
 MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
12. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/INSTALLED AS SOON AS PRACTICAL.



 <p>GREAT WESTERN COTTAGES CIVIL DESIGN ADVANTAGE</p>	<p>CUMMING, IOWA</p> <p>5 9</p> <p>2405.385</p>
<p>GRADING PLAN</p>	<p>4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400</p>
<p>ENGINEER: ENH</p>	<p>TECH: _____</p>
<p>REVISIONS</p>	<p>DATE</p>
<p>FIRST SUBMITTAL</p>	<p>01/31/2025</p>

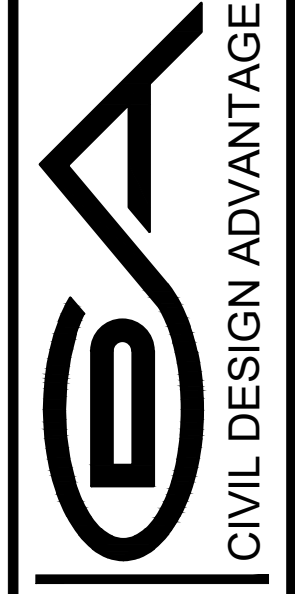
FILE: H:\2024\2405385\WORK\2405385-SITE PLAN.DWG. COMMENT: 1/29/2025 6:00 PM
 PLOTTED BY: ROSALIA STONBERG. TECH: ENH



DATE	
REVISIONS	
FIRST SUBMITTAL	01/31/2025

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

TECH: ENH
 ENGINEER: ENH

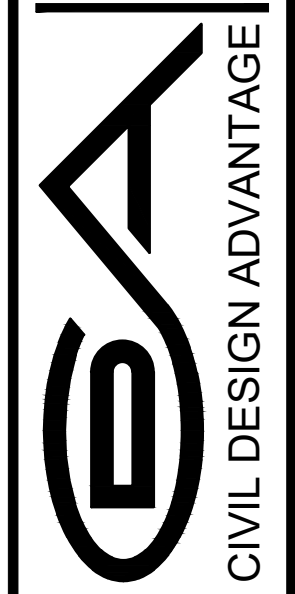


CUMMING, IOWA

GREAT WESTERN COTTAGES
GRADING PLAN

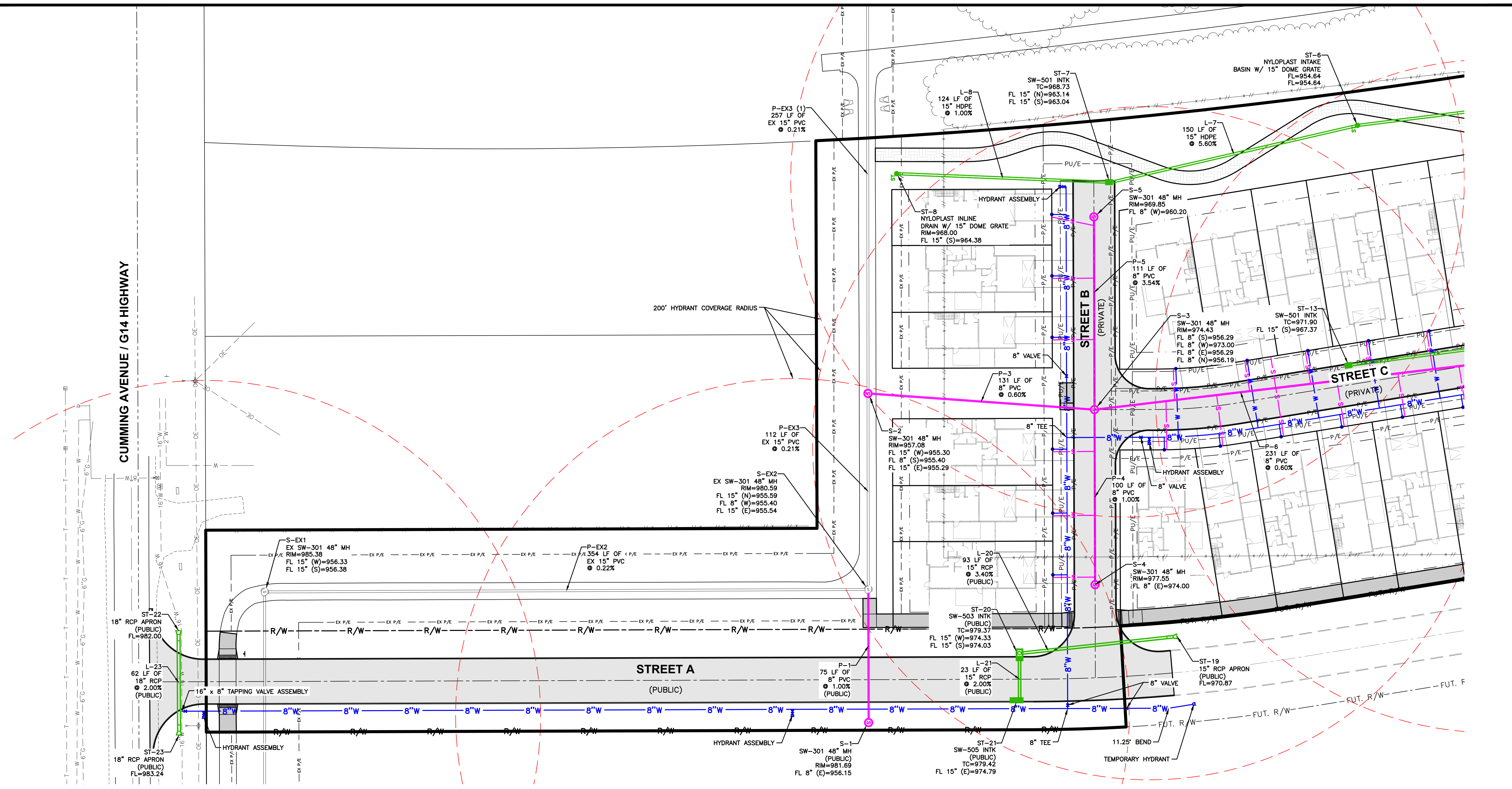
DATE	01/31/2025
REVISIONS	
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



GREAT WESTERN COTTAGES
 UTILITY PLAN

ENGINEER: ENH
 TECH: ENH

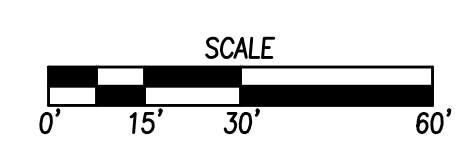
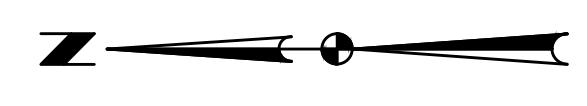


UTILITY NOTES

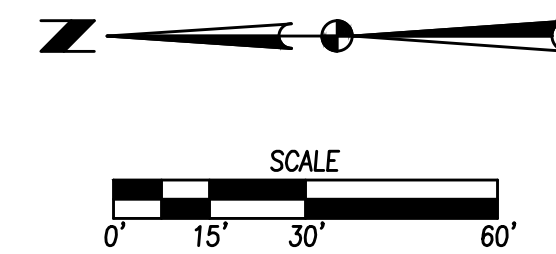
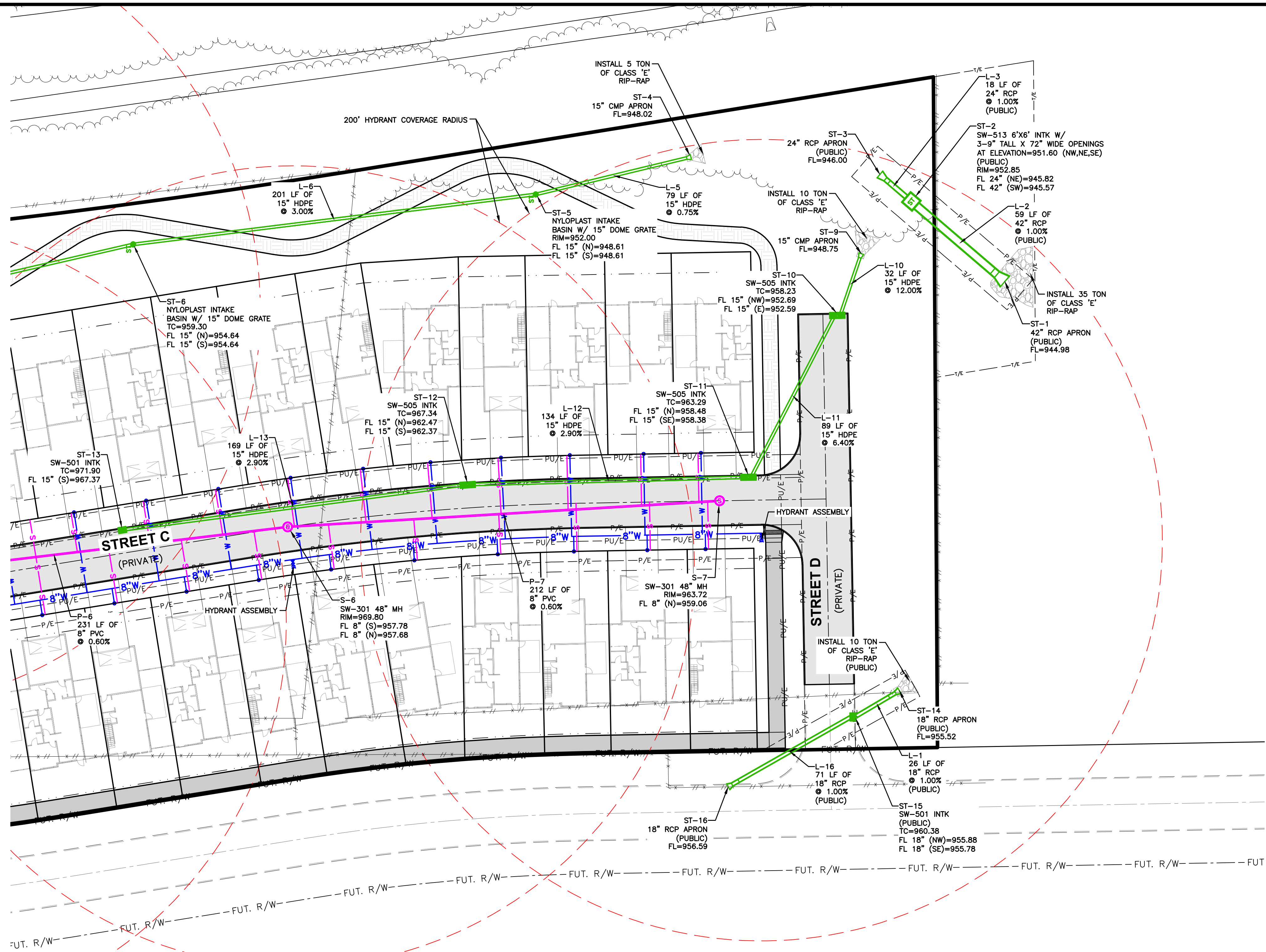
- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
- BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
- ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
- ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
- 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

NOTE

WATER MAIN IS PUBLIC. STORM SEWER AND SANITARY SEWER ARE PRIVATE UNLESS OTHERWISE NOTED. REFER TO SEPARATE PUBLIC IMPROVEMENT PLANS FOR ADDITIONAL INFORMATION REGARDING PUBLIC UTILITY CONSTRUCTION.



COMMENT: ENH
 FILE: H:\2024\2405385\DWG\2405385-SITE PLAN.DWG
 PLOTTED BY: ROSALIA STONBERG
 DATE: 1/29/2025 6:00 PM



GREAT WESTERN COTTAGES
 UTILITY PLAN

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

ESA
 CIVIL DESIGN ADVANTAGE

CUMMING, IOWA

ENGINEER: ENH

TECH:

REVISIONS

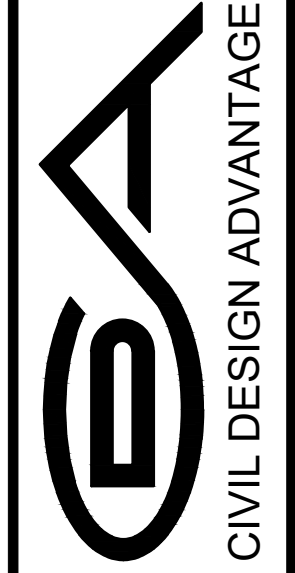
FIRST SUBMITTAL

DATE

01/31/2025

DATE		01/31/2025
REVISIONS		FIRST SUBMITTAL

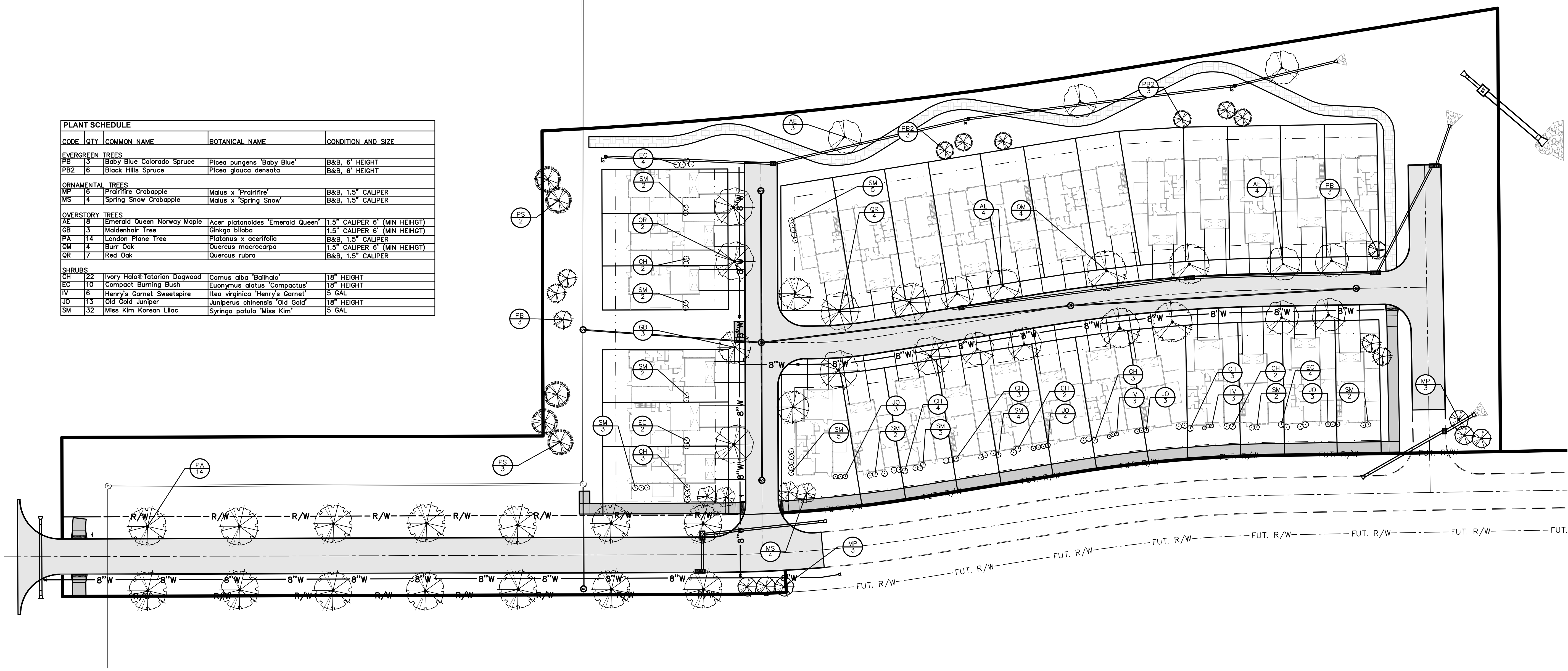
4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE
 CUMMING, IOWA

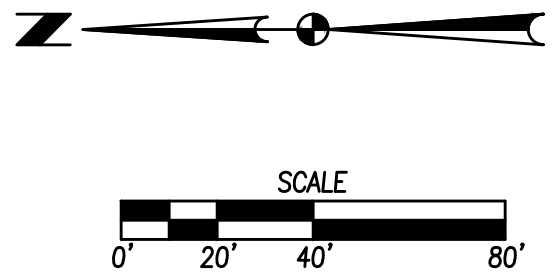
GREAT WESTERN COTTAGES LANDSCAPE PLAN

CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES				
PB	3	Baby Blue Colorado Spruce	<i>Picea pungens</i> 'Baby Blue'	B&B, 6" HEIGHT
PB2	6	Black Hills Spruce	<i>Picea glauca densata</i>	B&B, 6" HEIGHT
ORNAMENTAL TREES				
MP	6	Prairifire Crabapple	<i>Malus x 'Prairifire'</i>	B&B, 1.5" CALIPER
MS	4	Spring Snow Crabapple	<i>Malus x 'Spring Snow'</i>	B&B, 1.5" CALIPER
OVERSTORY TREES				
AE	8	Emerald Queen Norway Maple	<i>Acer platanoides</i> 'Emerald Queen'	1.5" CALIPER 6' (MIN HEIGHT)
GB	3	Maldenhair Tree	<i>Ginkgo biloba</i>	1.5" CALIPER 6' (MIN HEIGHT)
PA	14	London Plane Tree	<i>Platanus x acerifolia</i>	B&B, 1.5" CALIPER
QM	4	Burr Oak	<i>Quercus macrocarpa</i>	1.5" CALIPER 6' (MIN HEIGHT)
QR	7	Red Oak	<i>Quercus rubra</i>	B&B, 1.5" CALIPER
SHRUBS				
CH	22	Ivory Halo® Tatarian Dogwood	<i>Cornus alba</i> 'Balthala'	18" HEIGHT
EC	10	Compact Burning Bush	<i>Euonymus alatus</i> 'Compactus'	18" HEIGHT
IV	6	Henry's Garnet Sweetspire	<i>Itea virginica</i> 'Henry's Garnet'	5 GAL
JO	13	Old Gold Juniper	<i>Juniperus chinensis</i> 'Old Gold'	18" HEIGHT
SM	32	Miss Kim Korean Lilac	<i>Syringa patula</i> 'Miss Kim'	5 GAL



LANDSCAPE NOTES

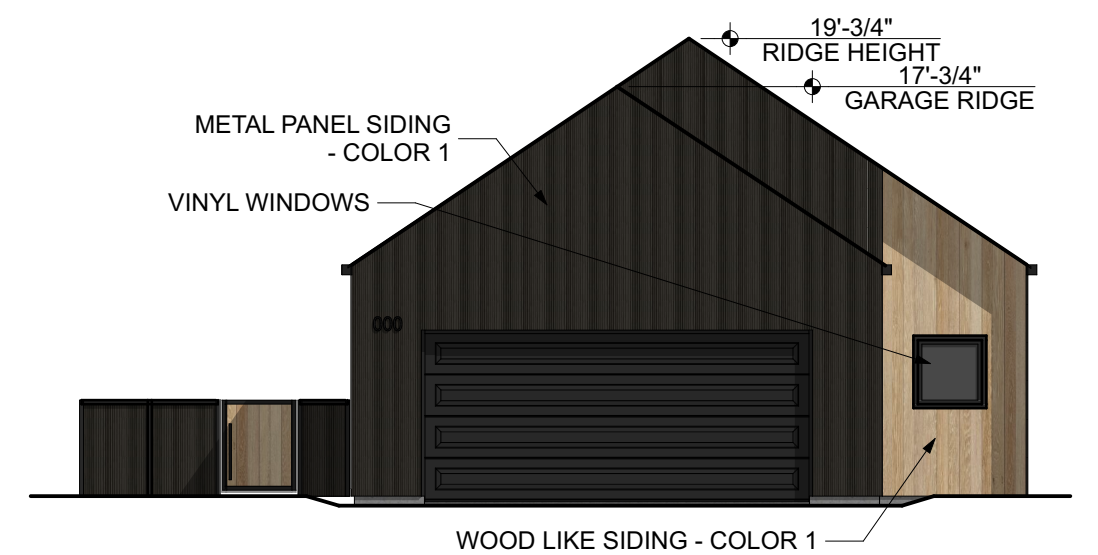
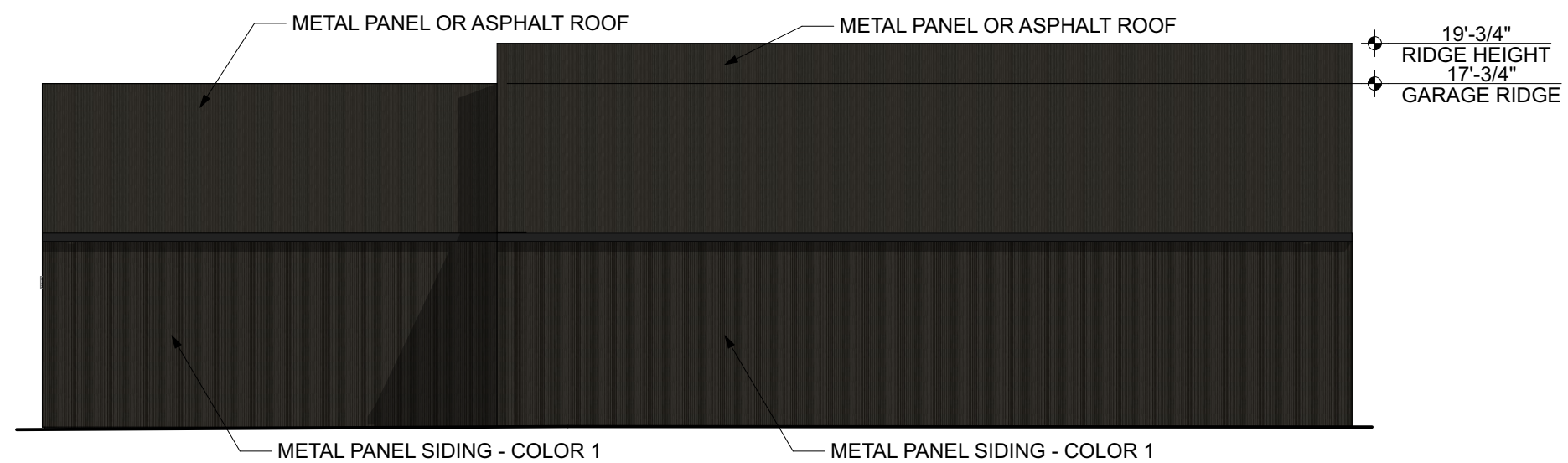
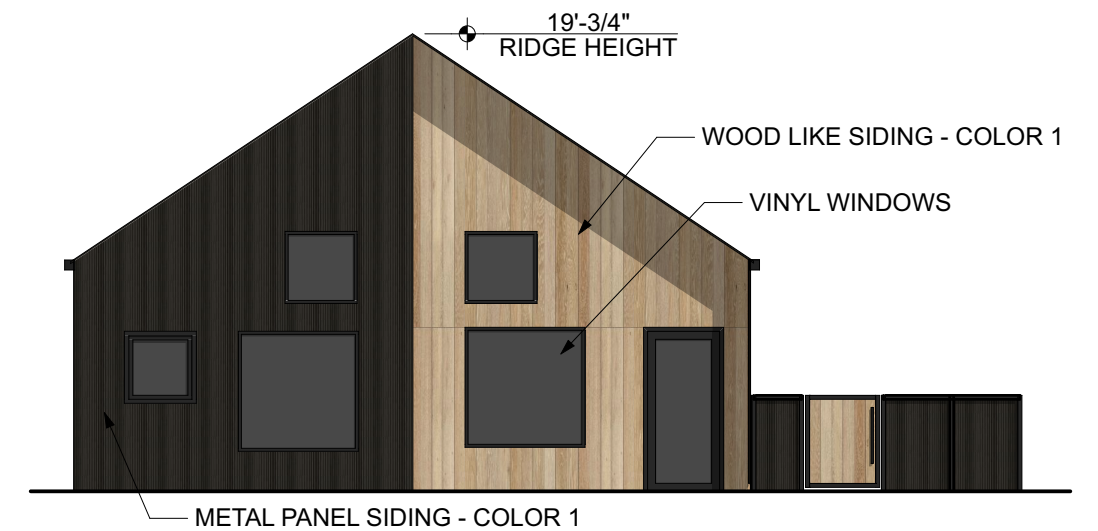
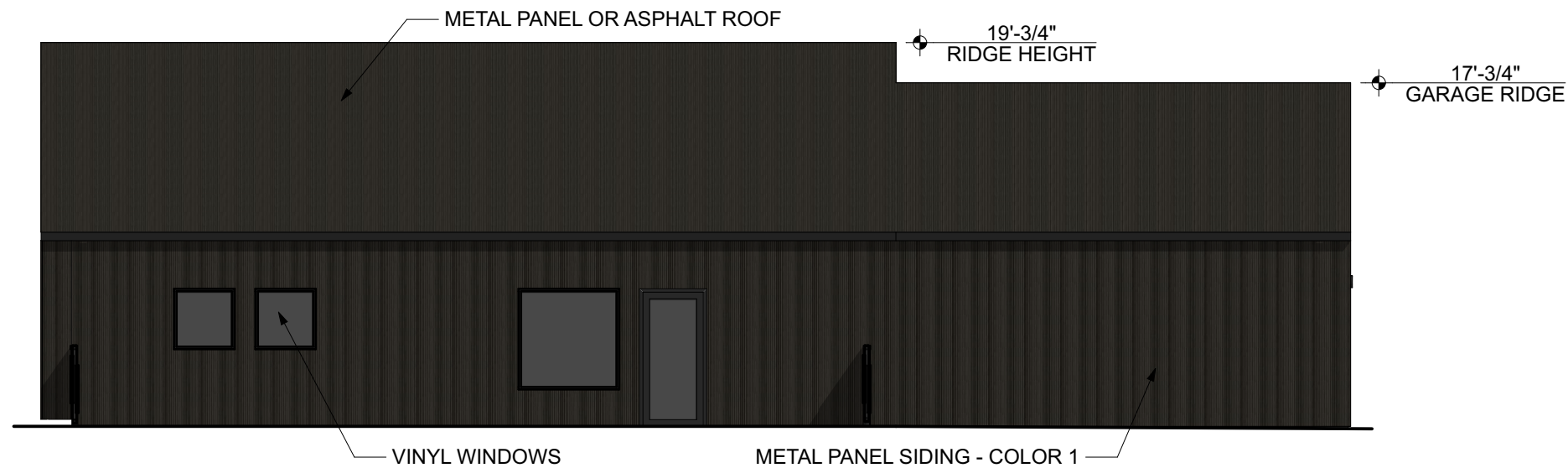
- LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
- THE 2025 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
- TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
- ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
- SEED OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
- BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
- WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANTING BEDS SHALL INCLUDE NON-LIVING PERMEABLE MATERIALS. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A MINIMUM DEPTH OF 4", EXCEPT ALONG THE EAST AND NORTH SIDE OF THE BUILDING WHICH SHALL BE ROCK.
- ALL EDGING SHALL BE 4" SPADE CUT EDGE.
- PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
- ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- ALL WIRE, TWINE AND BURLAP SHALL BE REMOVED FROM THE ROOTBALL OF STREET TREES PRIOR TO PLANTING.



COMMENT: ENH
 DESIGN: ENH
 FILE: H:\2024\2405385\DWG\2405385-LANDSCAPE.DWG
 PLOTTED BY: ROSALIA STONEBERG
 PLOTTED DATE: 1/30/2025 6:01 PM

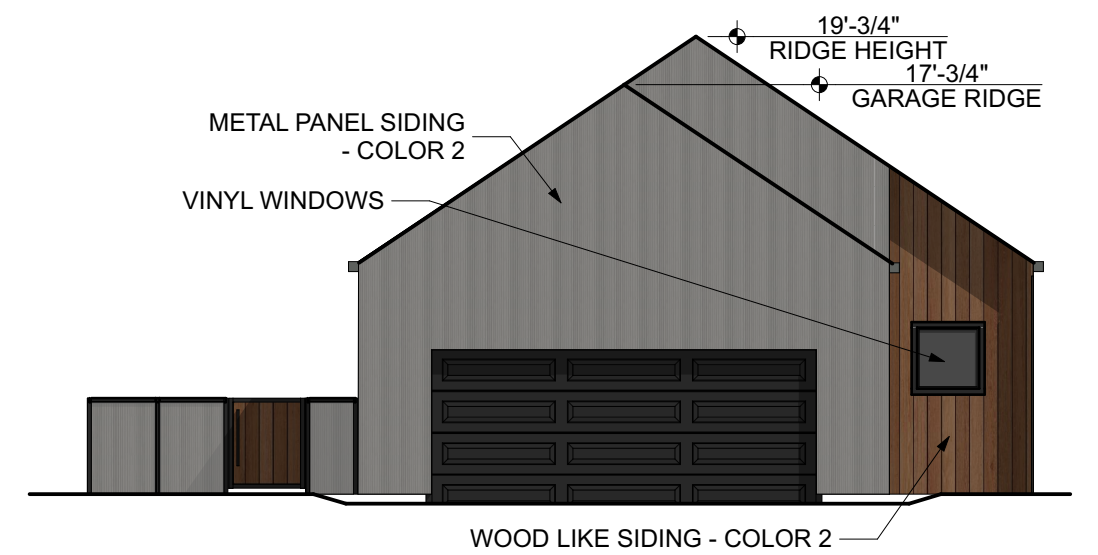
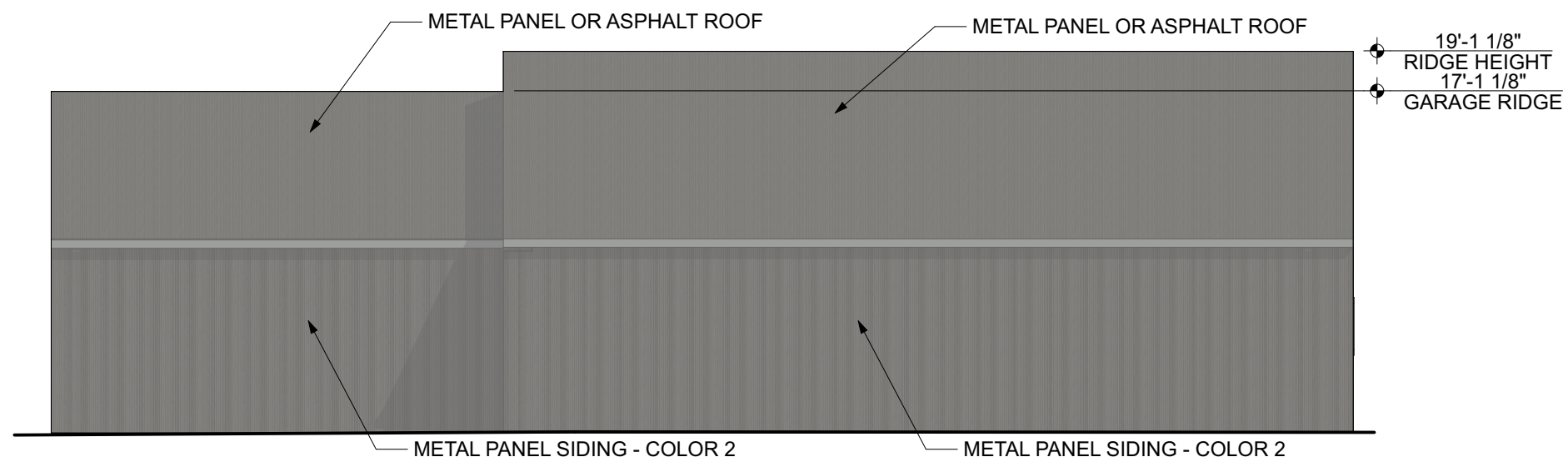
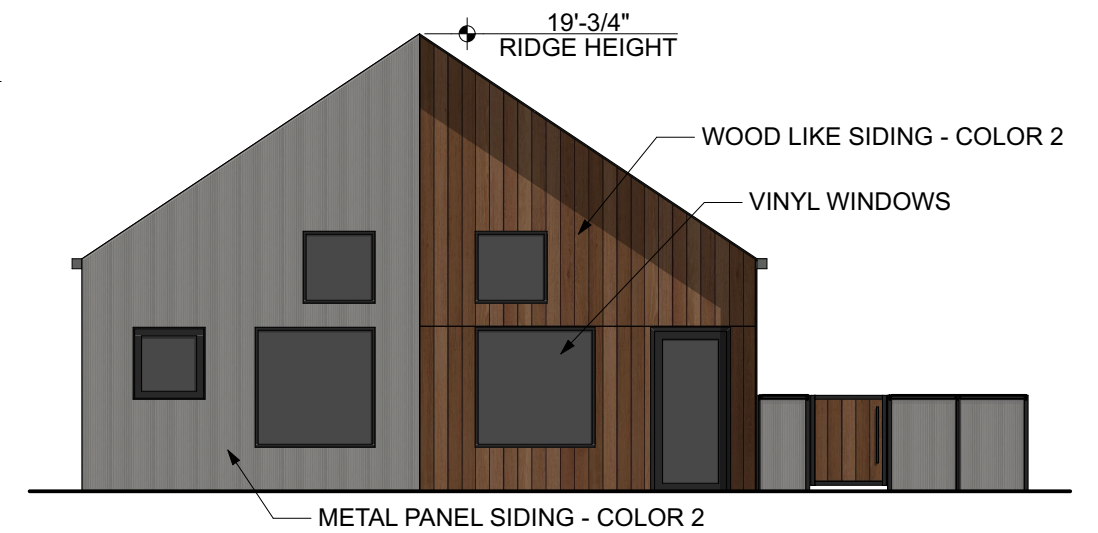
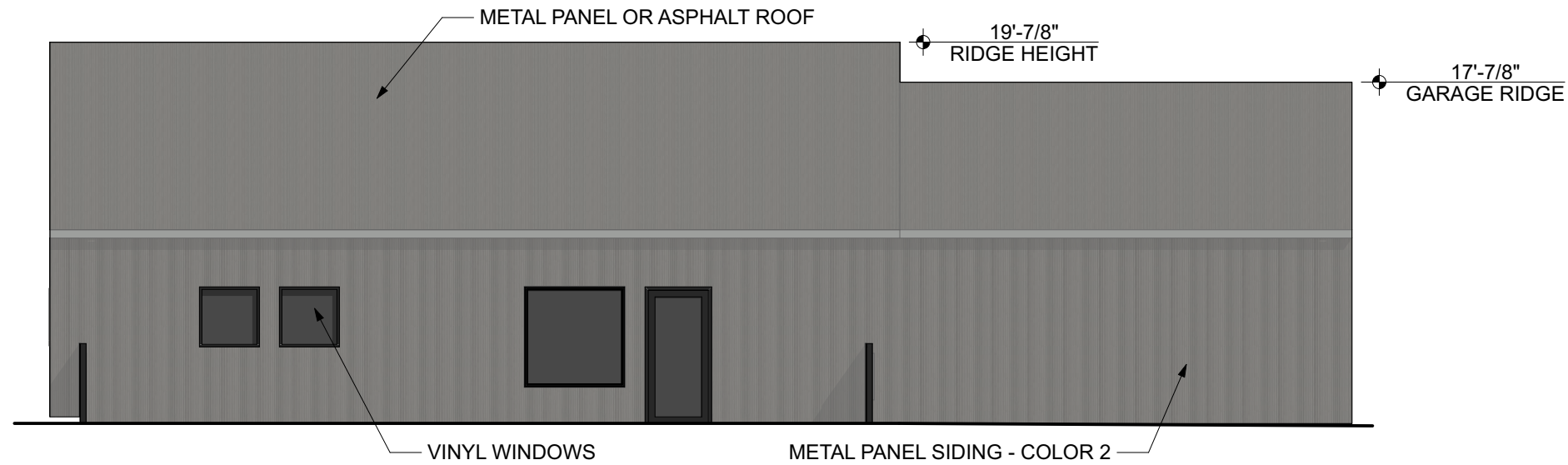
GREAT WESTERN COTTAGES - 1 STORY

Exterior Package 1



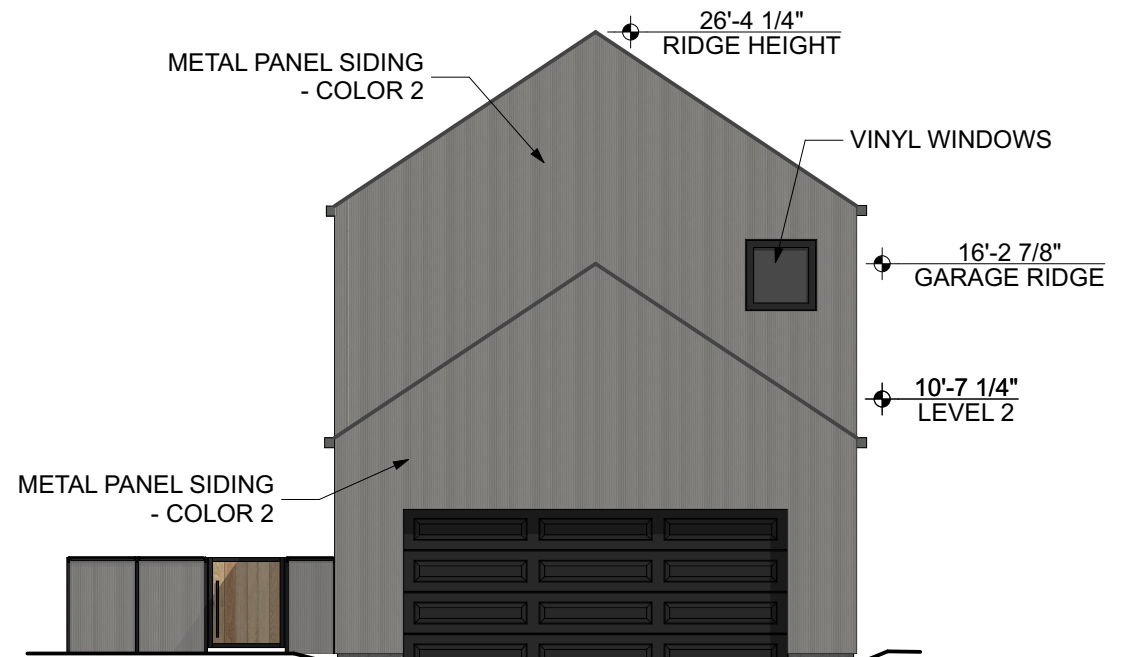
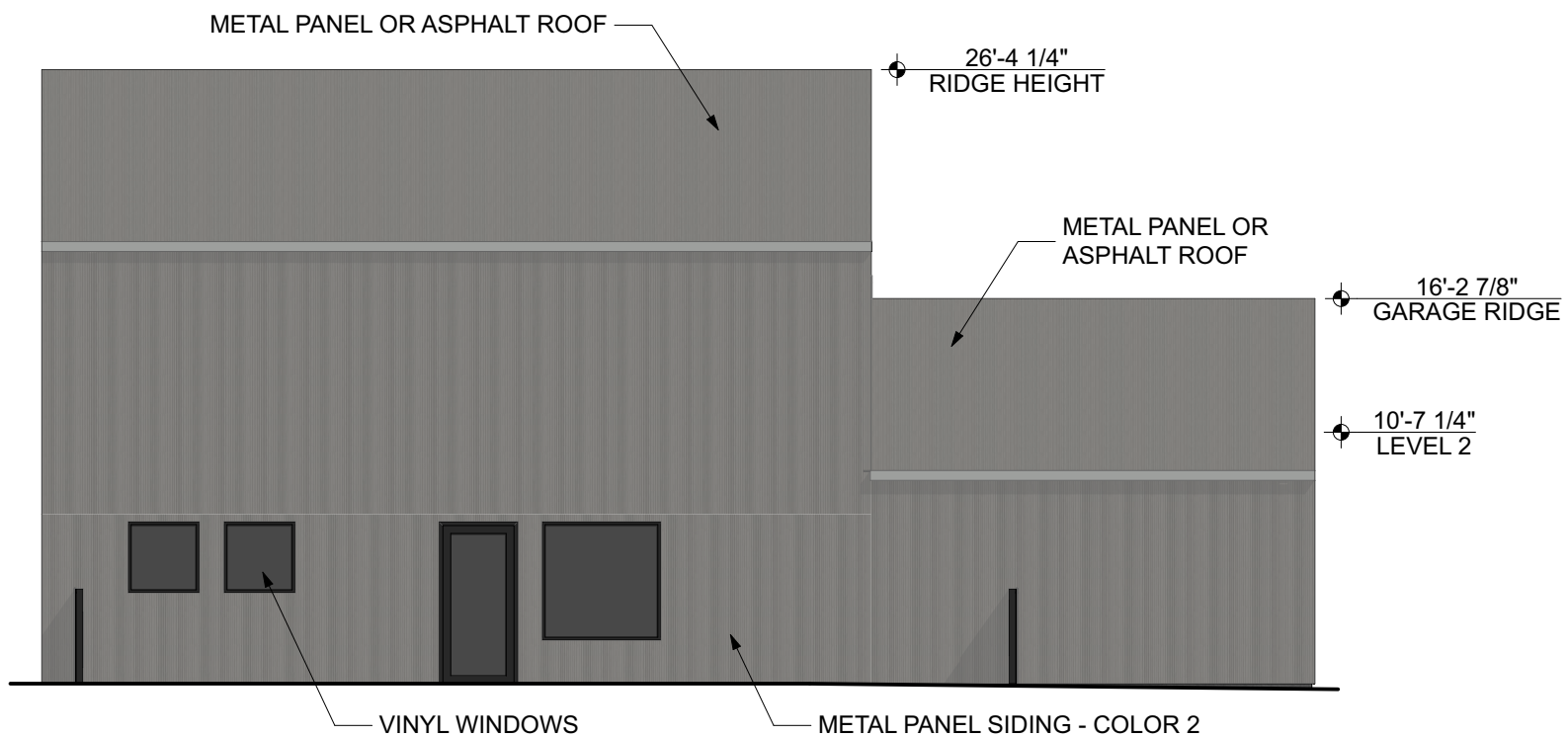
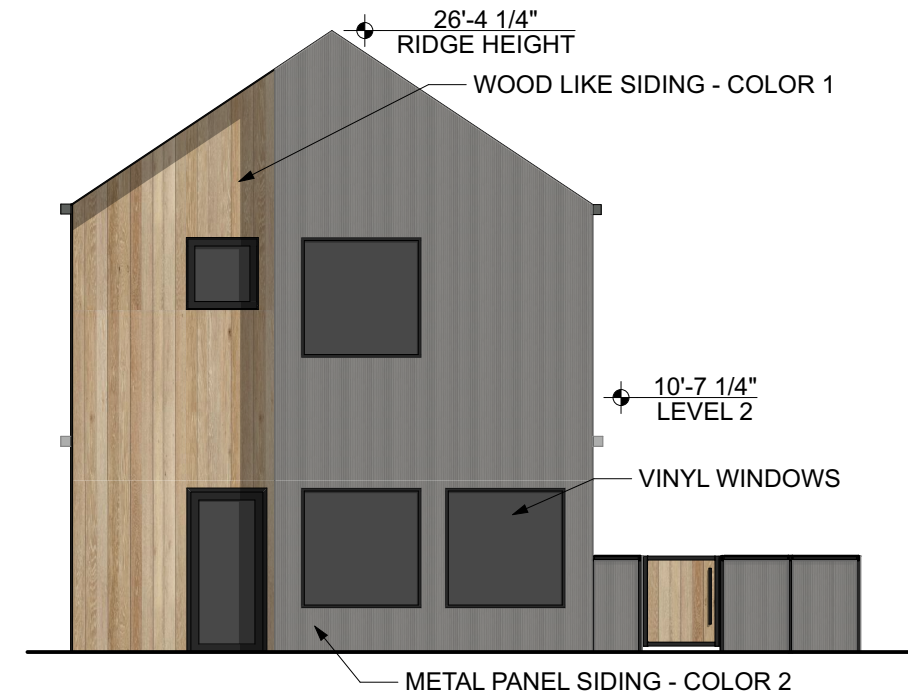
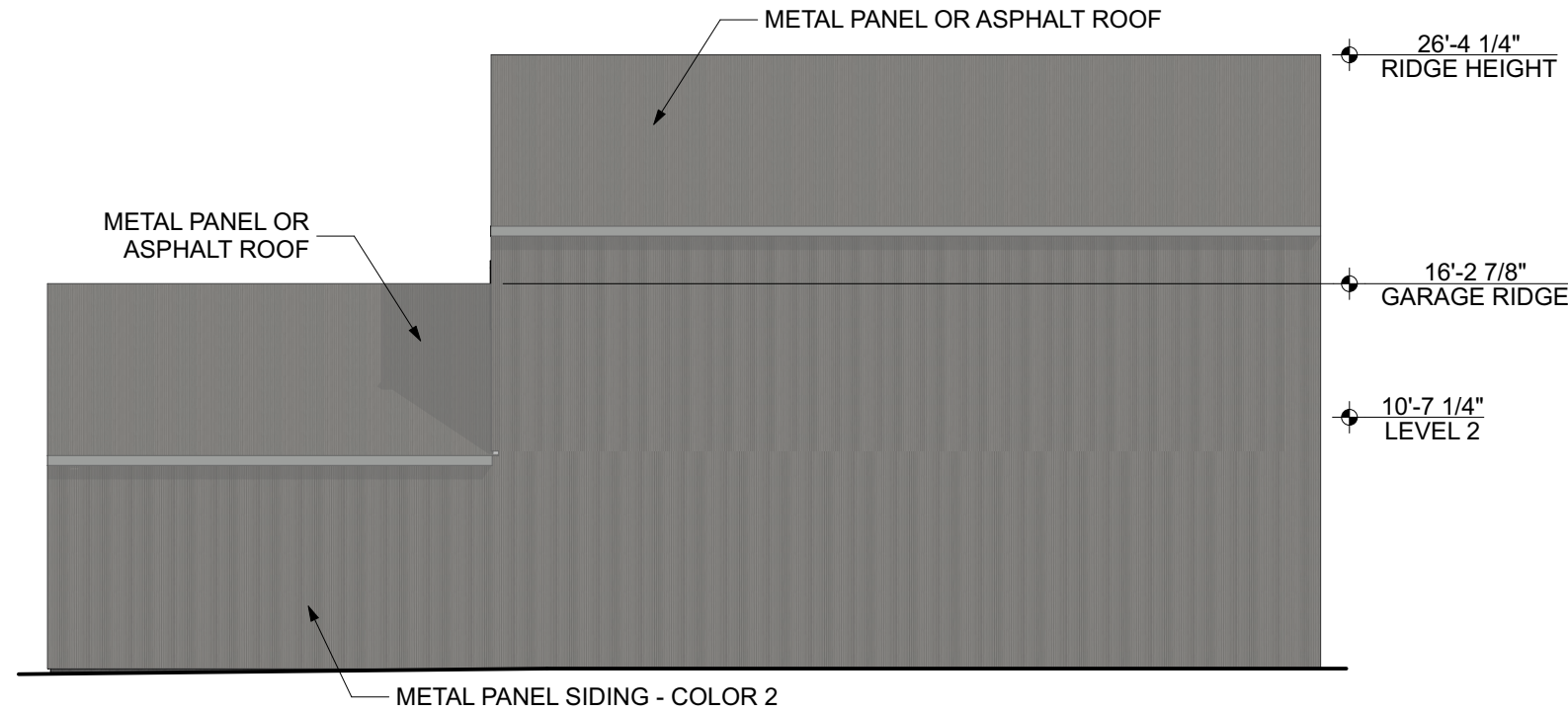
GREAT WESTERN COTTAGES - 1 STORY

Exterior Package 3



GREAT WESTERN COTTAGES - 2 STORY

Exterior Package 2



GREAT WESTERN COTTAGES - 2 STORY

Exterior Package 4

