



Newton City Council Agenda

February 19, 2024 - 6:00 PM

View the City Council Meeting:

In Person

City Hall - Council Chambers
101 W 4th St S, Newton, IA 50208

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Historic Preservation Commission Annual Report, Larry Hurto, HPC Chair

Citizen Participation

3. This is the time of the meeting that a citizen may address the Council. After being recognized by the presiding officer, each person will be given three (3) minutes to speak. Elected officials will take comments into consideration; however, this time is not intended for a discussion or entering into a dialogue. Elected officials and City staff will not answer questions or debate a citizen during the *Citizen Participation* portion of the meeting

Consent Agenda

4. February 5, 2024 Regular City Council Meeting Minutes
5. February 5, 2024 Budget Workshop Minutes
6. February 6, 2024 City Council Retreat Minutes
7. Approve Liquor Licenses for the following: Biaggios Italian Restaurant LLC- BW0097269, 2331 1st Avenue E, Special Class C Retail Alcohol License; Dollar General #3032- LG0000159, 1803 1st Avenue E, Class B Retail Alcohol License; Nostalgia Wine & Spirits- LC0048028, 109 N 2nd Ave E, Class C Retail Alcohol License, Outdoor Service Area; Murph and Mary's- LC0049455, 403 W 4TH ST N, Class C Retail Alcohol License, Outdoor Service Area; Los Amigos Mexican Bar & Grill- LC0048081, 2002 1st Ave E, Class C Retail Alcohol License, Outdoor Service Area; AmericInn Newton Iowa- BW0097446, 4401 South 22nd Avenue E, Special Class C Retail Alcohol License
8. Resolution setting public hearing and authorizing publication of notice for Newton Arboretum & Botanical Gardens Land Lease and Partnership Agreement
9. Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

10. Resolution setting the date for a public hearing on proposal to enter into a Road Use Tax Revenue Loan Agreement and to borrow money thereunder
11. Resolution Approving the 2023 Certified Local Government Annual Report for the Newton Historic Preservation Commission
12. Resolution Appointing The City's Development Specialist To Serve On The Mid-Iowa Planning Alliance For Community Development Board Of Directors In 2024
13. Resolution approving the Clinical Engineering Agreement with Unity Point Health
14. Resolution awarding purchase and installation of bathroom fixtures in the fire station
15. Resolution approving an agreement with MercyOne Newton for legal blood draw and specimen collection
16. Resolution approving a proposal to replace a damaged streetscape light
17. Resolution approving the donation of two Maytag Pool season passes to the 2024 MercyOne Newton Gala Fundraiser
18. Resolution repealing the 2023 City of Newton Supplemental Specifications to the 2024 editions of SUDAS Standard Specifications and the SUDAS Design Manual and adopting the 2024 editions of both the SUDAS Standard Specifications and SUDAS Design Manual along with the 2024 City of Newton Supplemental Specifications to said 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual
19. Resolution authorizing the filing of a 657A abandoned property petition for 410 East 4 ½ Street South, Newton Jasper County, Iowa
20. Resolution setting a public hearing for the sale of 121 South 3rd Avenue East
21. Resolution approving a letter of support for the establishment of a mini-pitch soccer court on City of Newton Parks property
22. Approve Bills

Public Hearing

23. Public Hearing on a resolution extending Airport Ground Lease and T-Hangar Agreement with Johnson Aviation
 - This Airport Ground Lease and T-Hangar Agreement extension will allow Johnson Aviation to continue management of the 6-unit T-Hangar building that was privately constructed on Airport property.
 - The previous 15-year Airport Ground Lease and T-Hanger Agreement with Johnson Aviation has expired, so a new lease agreement is required.
 - No changes are proposed to the stipulations within the Lease and Agreement except an increase to the fee charged to Johnson Aviation.

24. Resolution extending Airport Ground Lease and T-Hangar Agreement with Johnson Aviation

Ordinance

25. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 51, Transported Waste; Waste Haulers and Chapter 52: Sewers and increasing the rates by Five percent each year for Five years, effective July 1 each year 2024-2028
- At the November 21, 2022 city council meeting the Newton City Council approved a reorganization by splitting Public Works into two separate departments creating a new Utilities Department. This requires numerous language and title changes throughout the Newton Code of Ordinances to Chapters 51 and 52,
 - the proposed ordinance is simplifying the fee and rate schedules.
 - The Hauler disposal fee and sanitary sewer rates need to be increased each year to keep pace with increasing operating costs, as well as infrastructure replacement, repairs, capital projects, capital equipment, capital expansion and continuing to fund the I&I program.
 - Small rate increases done periodically to keep up with inflation, help to avoid a large rate increase at a later date.

Resolution

26. Resolution awarding contract to Northway Well Corporation for Jordan Well maintenance
- Water wells require periodic maintenance, this maintenance is typically completed by Water Treatment Staff on the alluvial (shallow wells) however, Newton Water Treatment does not have the equipment, tools or resources to complete the maintenance on the Jordan Well (Deep Well).
 - This type of maintenance is recommended every 20 years and this well has been in service for 24 years. The Jordan Well is currently not producing as well as it should and this single Jordan Well produces approximately forty-five percent of the water we produce.
 - The Iowa DNR Water Supply Engineer, as well as our own contracted water/wastewater engineer recommends maintenance be completed on the existing Jordan Well, as it is 4 years beyond recommended maintenance intervals.
 - This well maintenance project includes: Mobilization/Demobilization, Mechanically Brush Clean Casing, Acid Development of Well, Video Inspect Well, Re-Install Pump and Disinfection of the well. This project has a completion date of April 15, 2024.
27. Resolution approving an Engineering Services Agreement (ESA) for the 2024 Airport Pavement Rehabilitation Project
- The condition of existing pavement at the Newton Airport, including Runway 14/32, Parallel Taxiway, and Apron continues to deteriorate over time.
 - The last pavement rehab project on the taxiway and runway was in 2010, so this project is needed to extend the pavement's useful life, and it is included in the Airport Improvement Plan.

- Kirkham Michael & Associates, Inc. of Urbandale, Iowa has provided the City with an ESA for \$177,837.71 for design, bidding, construction, and close-out services for the project, which will be funded by a 90%-10% grant from the FAA.

28. Resolution approving an agreement with Synsys Gatso USA, Inc. for an automated traffic enforcement system

- The Police and Fire Department respond to an average of 210 incidents and traffic crashes on I-80 annually.
- Newton borders an Iowa DOT designated "Safety Corridor" on I-80 that has been in the top 1% of all crashes and serious crashes over a 5-year period.
- Installing an automated traffic enforcement system on I-80 would reduce the incidents of speeding, crashes and public safety responses.
- Synsys-Gatso USA, Inc. proposes a 5-year agreement to provide automated traffic enforcement services for the City.

Mayor/Council Comments

29. Mayor and Council Comments

Closed Session

30. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024

Return to Open Session

31. Return to Open Session

Adjourn

The City of Newton is pleased to provide reasonable accommodations, in compliance with the Americans with Disabilities Act, for those individuals or groups who require assistance to be able to participate in the public meeting. Should special accommodations be required, please contact the City Clerk's Office at least 48 hours in advance of the meeting, at 641-792-2787 to arrange for accommodations to be provided.

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
FEBRUARY 5, 2024, 6:00 PM

Pledge

Pledge of Allegiance

Mayor George asked everyone present to join in saying the Pledge of Allegiance.

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills, Wade, Dalton, Hallam, Simbro, Ervin. Absent: None. Mayor George announced that item 29, Mayor and Council Comments would move before item 27, the Closed Session.

Presentation

2. Soccer Mini-Pitch Donation Project for Newton - Nick Cummins, Park Operations Superintendent; Brett Lundberg, Newton Citizen; and the Kick It Forward Organization
The Kick It Forward Organization along with Musco Lighting presented a plan to file for a grant to place a Mini-Pitch soccer field on one of the city basketball courts.

Citizen Participation

3. Jim Bowman, Alliant Energy Economic Development. Senior Business Attraction Manager
Iowa spoke in support of funding for Newton Development Corp.

Consent Agenda

Moved by Hallam, seconded by Wade to approve consent agenda items 4-15. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. January 16, 2024 Regular City Council Meeting Minutes
5. January 16, 2024 Budget Workshop Minutes
6. January 23, 2024 Special City Council Meeting Minutes
7. Approve Liquor Licenses for the following: American Legion- LC0018906, 1101 W 4th St S, Class C Retail Alcohol License, Outdoor Service, Catering; Newton Market- LE0004031, 321 1st Avenue West, Class E Retail Alcohol License; NEWTON 66 #963- LG0000322, 1806 S 12TH AVE W, Class B Retail Alcohol License; Legends American Grill-Newton, 1425 W 19th St S, New Class C Retail License, Outdoor Service pending staff approval
8. Resolution appointing Craig Trotter to the Newton Zoning Board of Adjustment for an unexpired term ending on December 31, 2028
Resolution 2024-021 adopted.
9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-01)
Resolution 2024-022 adopted.
10. Resolution approving field use agreement with the Newton Girls Softball Association
Resolution 2024-023 adopted.
11. Resolution approving the purchase of a replacement engine for Public Works Operations
Resolution 2024-024 adopted.
12. Resolution Approving the 2024 Independence Day Fireworks Proposal
Resolution 2024-025 adopted.
13. Resolution approving payment for the installation of new interior doors in the Fire Department
Resolution 2024-026 adopted.
14. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract, and estimate of costs for the W 6th St S (800-1000 Block) Widening and Resurfacing Project
Resolution 2024-027 adopted.
15. Approve Bills

Public Hearing

16. Public Hearing on a resolution awarding contract for the W 4th St S (200-400 Block) Reconstruction Project
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Dalton, seconded by Simbro to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
17. Resolution awarding contract for the W 4th St S (200-400 Block) Reconstruction Project
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-028 adopted.

Ordinance

18. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 51, Transported Waste; Waste Haulers and Chapter 52: Sewers and increasing the rates by Five percent each year for Five years, effective July 1 each year 2024-2028
Moved by Simbro, seconded by Dalton to approve the second consideration of the Ordinance.
AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

19. Resolution to reclassify staff in the Administration Department
Moved by Hallam, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-029 adopted.
20. Resolution approving City of Newton Comprehensive Fee Schedule
Moved by Dalton, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-030 adopted.
21. Resolution approving the purchase of two used fire command vehicles
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-031 adopted.
22. Resolution accepting a grant from Firehouse Subs Public Safety Foundation
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-032 adopted.
23. Resolution approving a low-moderate income housing set-aside grant for 208 East 13th Street North, Newton
Moved by Simbro, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-033 adopted.
24. Resolution approving a low-moderate income housing set-aside grant for 212 East 13th Street North, Newton
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-034 adopted.
25. Resolution approving the purchase of six new golf cars for Westwood Golf Course
Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None.
Resolution 2024-035 adopted.

Staff Report

26. Automated Traffic Enforcement Program - Rob Burdess, Police Chief
Chief Burdess and Rick Willing from the Sensys Gatso Group explained how the program would work and the benefits of implementing the program.

Closed Session

27. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2023
At 7:30 P.M., it was moved by Ervin, seconded by Hallam to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None.
The motion passed.

Return to Open Session

28. Return to Open Session
Council returned to open session at 7:41 P.M. with all members present.

Mayor/Council Comments

29. Mayor and Council Comments
Mayor George announced that the RSVP program is looking for individuals or businesses to sponsor volunteer lunches for those that help prepare the free returns.

Adjourn

Moved by Wade, seconded by Hallam to adjourn the meeting at 7:41 P.M. Motion unanimously carried by voice vote.

NEWTON BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
FEBRUARY 5, 2024, 6:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in special session at 7:46 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided.
Present Council Members: Mills, Wade, Dalton, Hallam, Simbro, Ervin. Absent: None.

Presentation

2. Mayor comments
Mayor George began by emphasizing the importance of preparing for the future and protecting our city from a financial storm.
3. Review of FY25 Budget - Finance Officer Lisa Frasier
The FY25 proposed budget was presented. Although values increased by 17.5%, revenues only increased by 2.71%. Partner funding was discussed along with all the fund expenses.

Mayor/Council Comments

4. Mayor and Council Comments
Dalton mentioned looking at Golf Course fees for the coming year.

Adjourn

Moved by Dalton, seconded by Simbro to adjourn the meeting at 8:50 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON CITY COUNCIL RETREAT MINUTES
FEBRUARY 6, 2024, 6:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in special session at 6:00 P.M. on the above date at the Newton Arboretum & Botanical Gardens, 3000 N 4th Ave E. Mayor George presided. Present Council Members: Mills, Wade, Dalton, Hallam, Simbro, Ervin. Absent: None.

Discussion

2. Confidentiality, Gift Law, Open Meetings/Open Records - Matt Brick, City Attorney
3. Roles of Mayor, Council Members, City Administrator and City Staff - Matt Brick, City Attorney
4. Local Preference Policy - Matt Brick, City Attorney
5. Speaking on Behalf of the City / Speaking to the Media - Erin Chambers, Community Development Director
6. Code of Conduct, Code of Ethics - Erin Chambers, Community Development Director
7. Newton City Council Rules of Procedure - Evelyn George, Mayor
8. Hotel Maytag Development Agreement Amendment - Council

Adjourn

Moved by Wade, seconded by Dalton to adjourn the meeting at 9:34 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

City of Newton Council Report



Item:

Approve Liquor Licenses for the following: Biaggios Italian Restaurant LLC- BW0097269, 2331 1st Avenue E, Special Class C Retail Alcohol License; Dollar General #3032- LG0000159, 1803 1st Avenue E, Class B Retail Alcohol License; Nostalgia Wine & Spirits- LC0048028, 109 N 2nd Ave E, Class C Retail Alcohol License, Outdoor Service Area; Murph and Mary's- LC0049455, 403 W 4TH ST N, Class C Retail Alcohol License, Outdoor Service Area; Los Amigos Mexican Bar & Grill- LC0048081, 2002 1st Ave E, Class C Retail Alcohol License, Outdoor Service Area; AmericInn Newton Iowa- BW0097446, 4401 South 22nd Avenue E, Special Class C Retail Alcohol License

Summary:

Financial Impact:

Report Number: 2024-185

Date:

February 19, 2024

Lead Department:

Administration

Recommendation:

Background:

Recommendation:

City of Newton Council Report

**Item:**

Resolution setting public hearing and authorizing publication of notice for Newton Arboretum & Botanical Gardens Land Lease and Partnership Agreement

Summary:

This resolution authorizes publication and notice and sets the time and date for a public hearing to review a new Land Lease and revised Partnership Agreement with Newton Arboretum & Botanical Gardens (formerly known as Project AWAKE).

Financial Impact:

None. Setting a Public Hearing.

Report Number: 2024-103

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Project AWAKE presented a proposed expansion plan to City Council on August 21, 2023. Since then, Project AWAKE has renamed themselves Newton Arboretum & Botanical Gardens (NABG).

City Council approved Resolution 2023-235 on September 5, 2023, which removed the Agnes Patterson Park Cropland (directly north of the current NABG property) from the 2024-2026 growing season crop lease bidding. In preparation for the proposed expansion project, NABG has requested a revised Partnership Agreement and long-term Land Lease to clearly define each party's role and responsibilities in maintaining the subject property and the Krumm Center. This Resolution will authorize publication and notice and set the public hearing to review both documents at the March 18, 2024, City Council meeting.

Recommendation:

Staff recommends approval of setting the time and date of the public hearing.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION SETTING PUBLIC HEARING AND
AUTHORIZING PUBLICATION OF NOTICE FOR NEWTON
ARBORETUM & BOTANICAL GARDENS LAND LEASE AND
PARTNERSHIP AGREEMENT**

WHEREAS, Project AWAKE presented a proposed expansion plan to City Council on August 21, 2023; and

WHEREAS, City Council approved Resolution 2023-235 on September 5, 2023, which removed the Agnes Patterson Park Cropland from the 2024-2026 growing seasons crop lease bidding; and

WHEREAS, in preparation for the proposed expansion project, NABG has requested a revised Partnership Agreement and long-term Land Lease; and

WHEREAS, notice of a Public Hearing on the proposed Land Lease and revised Partnership Agreement and their consideration shall be given by publication as required by the Code of Iowa.

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

SECTION 1: That the Public Hearing upon the proposed NABG Land Lease and revised Partnership Agreement shall be held on the 18th day of March, 2024.

SECTION 2: That the Senior City Planner is directed to have a notice of Public Hearing upon said proposed conveyance published as provided in the Code of Iowa.

SECTION 3: That the notice of Public Hearing shall be substantially as follows:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 PM on Monday, March 18, 2024, at City Hall, 101 W. 4th St. S., to consider a proposed Land Lease and revised Partnership Agreement with Newton Arboretum & Botanical Gardens (NABG). Said land lease and agreement shall authorize an expansion project for public benefit located on former leased cropland at Agnes Patterson Park. At said Hearing, interested persons may be heard in support of or opposition of said lease. Any individual may also file written comments prior to said Hearing or obtain additional information from the Senior City Planner, 303 W. 4th St. N., Ste. 501, Newton, Iowa, (641) 792-6622. A copy of the proposed lease and revised agreement is available for review at the Community Development Office.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

Summary:

This action would set a public hearing to provide authorization for bonding

Financial Impact:

No direct impact as a result of setting the Public Hearing for proposed General Obligation Loan Agreements

Report Number: 2024-143**Date:**

February 19, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council conducted goal setting and several budget workshops over the last several months and have discussed potential projects to be bonded for this spring. Below are the following items that are included in the proposed FY25 budget and included in the proposed FY25-29 Capital Improvement Plan that would be funded with 2024 bonds:

General Fund Bonding: (Repaid with Debt Service)

• Arbor Estates Phase 2	\$ 2,400,000
• Phase 2 Westwood Clubhouse	\$ 500,000
• Tennis Court Resurfacing	\$ 430,000
• Aurora Park LED Lighting	\$ 180,000
• Airport Joint & Crack Sealing	\$ 74,500
• Mechanic Truck-Parks	\$ 56,000
• Outdoor Warning Sirens	\$ 50,000
• Library Furnace Replacement	\$ 29,000
• Engineering Large Scanner	\$ 12,000
• Park Shelter & Restroom Upgrades	\$ 4,500

TOTAL:**\$ 3,736,000**

Setting a public hearing does not lock the Council into borrowing for any of the projects or equipment at this time. The proceedings will also allow the City to use funds listed above in General Fund Bonding for Police and Fire equipment and vehicles in the event the ATE cameras are not implemented in FY25.

Recommendation:

Staff recommends approval of the resolution to fix a date for public hearings on the March 4, 2024 meeting of the City Council, at which it is proposed to take action to enter into the loan Agreements and to give notice thereof as required by such law. Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

MINUTES TO SET DATE FOR
HEARINGS ON LOAN AGREEMENTS

504612-64

Newton, Iowa

February 19, 2024

The City Council of the City of Newton, Iowa, met on February 19, 2024, at 6 o'clock p.m. at City Hall Council Chambers, Newton, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2024-_____

Resolution setting the date for public hearings on proposals to enter into General
Obligation Loan Agreements

WHEREAS, the City of Newton (the “City”), in Jasper County, proposes to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,100,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system, and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) acquiring equipment for the municipal police and fire departments; (d) undertaking improvements to municipal parks; (e) acquiring and installing public safety warning sirens; and (f) undertaking improvements to the municipal airport (collectively, the “Essential Purpose Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a General Obligation Loan Agreement (the “Golf Course Clubhouse Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$535,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the municipal golf course Westwood Clubhouse Phase 2 Project (the “Golf Course Clubhouse Project”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Golf Course Clubhouse Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa; and

WHEREAS, the City also proposes to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement” and together with the Essential Purpose Loan Agreement and the Golf Course Clubhouse Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) improving municipal tennis courts; (b) replacing the furnace at the municipal library; (c) acquiring a scanner for the municipal engineering department; and (d) acquiring a vehicle for the municipal parks and recreation department (the “General Purpose Projects,” and together with the Essential Purpose Projects and the Golf Course Clubhouse Project, the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa;

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

Section 1. This City Council shall meet on March 4, 2024, at the City Hall Council Chambers, in the City, at 6 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,100,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 4, 2024, at 6 o'clock p.m. at the City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,100,000 for the purpose of paying the cost, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system, and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) acquiring equipment for the municipal police and fire departments; (d) undertaking improvements to municipal parks; (e) acquiring and installing public safety warning sirens; and (f) undertaking improvements to the municipal airport.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Golf Course Clubhouse Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$535,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 4, 2024, at 6 o'clock p.m. at the City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$535,000 for the purpose of paying the cost, to that extent, of undertaking the municipal golf course Westwood Clubhouse Phase 2 Project.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 284.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 4. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$600,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 4, 2024, at 6 o'clock p.m. at the City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$600,000 for the purpose of paying the costs, to that extent, of (a) improving municipal tennis courts; (b) replacing the furnace at the municipal library; (c) acquiring a scanner for the municipal engineering department; and (d) acquiring a vehicle for the municipal parks and recreation department.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 284.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 5. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$4,235,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 19, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned City Clerk, do hereby certify that the City of Newton is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Finance Officer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

City of Newton Council Report

**Item:**

Resolution setting the date for a public hearing on proposal to enter into a Road Use Tax Revenue Loan Agreement and to borrow money thereunder

Summary:

Sets a Public Hearing on March 4, 2024 for Proposed Road Use Tax Revenue Loan Agreement

Financial Impact:

No Financial Impact, this action sets a Public Hearing

Report Number: 2024-144

Date:

February 19, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Section 384.24A of the Code of Iowa allows the City of Newton to enter into a Road Use Tax Revenue Loan Agreement that would be paid solely and only from future road use tax revenues. The proposed Road Use Tax loan agreement will include funding for the following projects:

- PCC Patching – Various Streets \$ 810,000
- S 8 Ave Mill & Overlay \$ 225,000
- W 8 St N Bridge Approach \$ 165,000

All 3 projects are included in the proposed CIP document under the funding source Road Use Tax Revenue Bonds.

This action sets a public hearing for the March 4, 2024 Council meeting.

Recommendation:

Staff recommends setting a public hearing on March 4, 2024 to enter into a Road Use Tax Revenue loan agreement.

Matt Muckler, City Administrator

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN
AGREEMENT

504612-65 (Road Use Tax)

Newton, Iowa

February 19, 2024

The City Council of the City of Newton, Iowa, met on February 19, 2024, at 6 o'clock p.m., at the City Hall Council Chambers, in Newton, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2024-_____

Resolution setting the date for a public hearing on proposal to enter into a Road Use Tax Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,400,000

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City of Newton (the “City”), in Jasper County, State of Iowa, proposes to enter into a Road Use Tax Revenue Loan Agreement (the “Loan Agreement”) payable solely and only from future road use tax revenues and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the costs, to that extent, of undertaking improvements to city streets and bridges (the “Project”), and it is now necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. Pursuant to Section 364.6 of the Code of Iowa, the City hereby elects to follow the procedures set forth in Sections 384.24A(5) and 384.83 of the Code of Iowa for the authorization of the Loan Agreement.

Section 2. This City Council shall meet on March 4, 2024, at the City Hall Council Chambers, in the City, at 6 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 and not more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,400,000

(ROAD USE TAX)

The City Council of the City of Newton, Iowa, will meet on March 4, 2024, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the costs, to that extent, of undertaking improvements to city streets and bridges.

The Loan Agreement will not constitute a general obligation of the City, but will be payable solely and only from annual road use tax funds received by the City from the State of Iowa, which funds will be pledged for the full and prompt payment of the principal and interest payable under the Loan Agreement.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,400,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 19, 2024.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the Council's proposal to take action in connection with a Loan Agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned City Clerk, do hereby certify that the City of Newton is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Finance Officer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

City of Newton Council Report

**Item:**

Resolution Approving the 2023 Certified Local Government Annual Report for the Newton Historic Preservation Commission

Summary:

A requirement for the Newton HPC to maintain the Certified Local Government status is submitting an annual report.

Financial Impact:

None.

Report Number: 2024-146**Date:**

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Newton HPC is a Certified Local Government, making the City eligible for additional grant opportunities in our community.

The annual report provides a summary of activities undertaken by the commission in 2023. Highlights include:

- A number of historical presentations/programs provided in the community.
- Published articles by Commission Chair Hurto in Jasper County Living
- Assisting Newton Main Street on the historic photo playing card deck project.
- Providing information about historic properties to citizens
- Exploring educational opportunities for Newton residents in 2024 through the State of Iowa traveling museum and Smithsonian Institute.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE 2023 CERTIFIED LOCAL
GOVERNMENT ANNUAL REPORT FOR THE NEWTON HISTORIC
PRESERVATION COMMISSION**

WHEREAS, the Newton Historic Preservation Commission is a Certified Local Government through the State Historic Preservation Office of Iowa; and

WHEREAS, there is a requirement to prepare and submit an annual report to the State Historic Preservation Office of Iowa to maintain the Certified Local Government status, which provides for additional preservation related grant opportunities; and

NOW THEREFORE, BE IT RESOLVED that the City Council of Newton Iowa approves the 2023 Annual Report and authorizes the Mayor to sign the Certified Local Government Annual Report signature form.

PASSED this _____ day of February 2024.

APPROVED this _____ day of February 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Certified Local Government Annual Report

Name of Certified Local Government: Newton Historic Preservation Commission

Signature of person who completed this report: Erin Chambers, Community Development Director

Erin Chambers Date: February 13, 2024

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

Date of public meeting: February 19, 2024

Signature of Mayor or Chairman of the Board of Supervisors Date Printed:

Mayor Evelyn George

Date

Please upload this completed form with your annual report on SlideRoom. Thank you.

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

Iowa Economic Development Authority

SHPO CLG Annual Report for 2023

Newton Historic Preservation Commission / Erin Chambers

303 West 4th Street North

501

Newton, IA 50208, United States

641-792-6622

Forms [Edit](#)

SHPO Certified Local Government Annual Report * indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

We look forward to hearing from each CLG this year!

1.

I am aware the submission of this report requires a signature from my communities chief elected official.

The signature form is located here:

yes

2. Name of the city, county, or land use district:

Please choose from the drop down list.

Newton Historic Preservation Commission

3.

Did your commission undertake any survey, evaluation, and/or registration/nomination projects?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.

The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

No

4.

Were any National Register of Historic Places properties in your jurisdiction altered, moved, or demolished in this calendar year?

No

5. Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowaeda.com before you complete this section.

No

6.

Has your community passed ordinances that directly or indirectly impact historic preservation during this calendar year?

No

7.

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

Please check all that apply!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- 2) The CLG shall provide for adequate public participation in the local historic preservation programs.

c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.]Collaboration on preservation of historic photographs and historic issues of Newton Daily News

7.1. Please describe your community's public education programs in his calendar year.

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations.

April 12, 2023 Program to Jasper County Historical Museum "The Horseless Carriage Comes to Jasper County."

August 18, 2023 Letter to the Editor by Chair Hurto regarding rediscovered blueprints from the 1857 and present Jasper County Courthouses

September 27, 2023 Chair Hurto gave presentation to Spirit of '76 Questers on Helen Keller's 1916 address at Newton first Methodist Episcopal Church

Published magazine articles:

Larry Hurto, "Charles Seeberger, Hardware Merchant," Jasper County Living, Spring 2023, p. 27.

Larry Hurto, "M. B. Huckins, Theater Man," Jasper County Living, Summer 2023, p. 27.

Larry Hurto, "M. A. Zarchy and the Boston Store," Jasper County Living

7.2. Other

Please describe the activity(ies) your community completed related to Historic Preservation.

Several other local projects:

- 1.) Assisted Newton Main Street in gathering and selecting historic photos to be used on creating playing card decks
- 2.) Provided information to resident on property owned at 737 North 3rd Avenue E
- 3.) Explored bringing Smithsonian Institution Traveling Exhibit to Newton- Spark! Places of Innovation

8.

Were there any issues, challenges or successes your preservation commission encountered or accomplished this year?

Two commissioners resigned in 2023. It was a bit of a struggle to find replacements, but those positions were filled before the state of 2024.

9. What partnerships did your commission form or continue with other entities?

Examples include local main street office, local school, historical society, library, museum, service club, etc.

If none, enter N/A

Continued partnership with Newton Main Street.

10.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

No.

11. Does your Historic Preservation Commission have a website?

No

12. Does your commission have social media accounts?

No

13.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act: 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year. 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community. 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations. 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

2/6/2023, 3/6/2023, 4/3/2023, 5/1/2023, 6/5/2023, 8/7/2023, 9/11/2023, 10/9/2023,
11/6/2023, 12/4/2023

14.

Based on the work plan submitted last year for your commission please provide a self assessment of the progress your commission made on the initiatives and programs that were identified last year.

With the loss of two commissioners in 2023, progress on several projects was stalled. The commission plans to proceed forward with these in 2024.

15. Where are your official CLG files located?

If your commission also has digital file storage please note how those are being stored.

303 West 4th Street North, Newton, Iowa 50208

16.

In this calendar year, what was the dollar amount of the historic preservation commission's annual budget?

We recommend that the local government provide the commission a minimum of \$750 annual budget to pay for training and other commission expense.

0

17. Additional Budget information

This is an optional question, if there is any additional information you wish to share with the State Historic Preservation Office regarding your community's budget.

The Historic Preservation Commission is part of the Community Development Department. As such, operations for HPC are funded through the department budget, which exceeds \$100,000 (excluding staff salaries).

18.

Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Larry Hurto, Rita Reinheimer, Tanya Michener, Mary Jo Niskin, Mike Sell, Toni Peska

19. 2024 Work Plan

Each Commission should develop an annual work plan. Please include the project(s), initiatives and programs your commission plans to begin or complete.

2024 Work Plan.docx

20. Commission Training Table

An important requirement of the Certified Local Government program is annual state-sponsored or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, please provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Name of Attendees
Hopping Freights & Harvesting Grain with Hobos in Iowa 1870s-1910s	History 101	Online	1/12/2023	Rita Reinheimer
The Story Behind Frank Lloyd Wright's First Usonian House Built in Iowa: The	History 101	Online	1/26/2023	Rita Reinheimer

Walter House in Cedar
Rock

21.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.*

Please note this must be completed. If no one attended, enter none.

Now is also a good time to start planning to attend the 2024 Preserve Iowa Summit in Mount Pleasant on June 6-8, 2024. If no one attended please mark N/A.

None.

22. Suggestions for improvement

The CLG program is here to support the Historic Preservation Commissions across Iowa. Do you have any suggestions for how we can improve our services to your commissions?

None.

23.

What training topic would be most helpful for your Historic Preservation Commission?

We will use this information to help design the CLG Roundtable at the Preserve Iowa Summit and other training opportunities throughout the year.

Connection between Economic Development and Historic Preservation

24. Chief Elected Official

Did your communities Chief Elected Official (Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees) change in 2023?

Yes

24.1. Please provide the contact information for your new Chief Elected Official

Please include their First & Last Name, Mailing Address, Phone number, & Email Address.

Evelyn George, 101 West 4th Street South, Newton Iowa 50208 641-792-2787,
evelynge@newtongov.org

25. Has the contact information for your communities staff liaison changed?

If you have a new staff liaison please select yes.

No

26. Commission Members

Please include all commission members in this table.

If the commissioner represents a locally designated district please provide the district in their role field.

If the commissioner doesn't have an email address please enter a phone number.

For any new commissioners please include the biographical sketch in the following question.

First and Last Name	Mailing Address	Email Address	Term	Role
Larry Hurto			12/31/2024	Chair
Tanya Michener			12/31/2024	Vice Chair

Rita
Reinheimer

12/31/2025

Commissioner

Toni Peska

12/31/2024

Commissioner

Kelly
Bennett

12/31/2025

Commissioner

27.

Please attach biographical sketches for commissioners who were newly appointed in last calendar year.

Please be sure newly appointed commissioners sign and date their statement.

28.

Does your commission have any vacancies? If so, how many? If you have no vacancies please enter N/A.

No.

29. Authorized Official Signature

<https://iowa1->

my.sharepoint.com/:w:/g/personal/allison_archambo_iowaeda_com/EbjuV6msG45MlxO31aS7FcsBLK3ltroT4Yx3juDUNJM2_w?e=Xudmou

CLG Signature Page (unsigned).pdf

2024 Newton Historic Preservation Commission Work Plan

In 2024, the Newton Historic Preservation Commission has identified the following tasks to complete:

- 1.) Provide at least 2 learning opportunities for the general public regarding Newton History and/or preservation. This can be through a lunch and learn presentation or articles written in an area publication.
- 2.) Continue the Newton Historic Building Plaque Project.
- 3.) Have City support staff and at least 1 commissioner participate in historic preservation related webinars and/or attend the Preserve Iowa Summit.
- 4.) Seek grants that the commission can apply for to support rehab and redevelopment of historic properties.

City of Newton Council Report

**Item:**

Resolution Appointing The City's Development Specialist To Serve On The Mid-Iowa Planning Alliance For Community Development Board Of Directors In 2024

Summary:

Member governments may annually appointment or renew representatives to the MIPA Board of Directors.

Financial Impact:

None.

Report Number: 2024-148

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton is a member of the Mid-Iowa Planning Alliance for Community Development (MIPA). MIPA was created in 2021 for the purpose of supporting the economic development activities of seven counties in central Iowa (Boone, Dallas, Jasper, Marion, Polk, Story, and Warren) and includes those county governments and designated cities located within those counties.

Annually, MIPA requests that its member governments appoint representatives to the MIPA Board of Directors. The proposal is to have Development Specialist Craig Armstrong serve as the City's 2024 primary representative to MIPA's board.

Recommendation:

Staff recommends approval of the attached resolution.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPOINTING THE CITY’S DEVELOPMENT SPECIALIST TO SERVE
ON THE MID-IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT
BOARD OF DIRECTORS IN 2024**

WHEREAS, the Mid-Iowa Planning Alliance for Community Development (MIPA) was formed in 2021 to support economic development activities in a seven-county area, consisting of Boone, Dallas, Jasper, Marion, Polk, Story, and Warren Counties; and

WHEREAS, the City of Newton is a member of the MIPA; and

WHEREAS, MIPA annually requests that its member governments appoint representatives to the MIPA Board of Directors.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Development Specialist Craig Armstrong is designated as the 2024 representative to the MIPA Board of Directors.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the Clinical Engineering Agreement with Unity Point Health

Summary:

This Agreement provides terms for inspection and repair of medical equipment at the Newton Fire Department

Financial Impact:

Agreement provides for a \$134/hour agreed upon rate. Review of past expenditures with Unity Point show a \$300-500 annual cost..

Report Number: 2024-149

Date:

February 19, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Newton Fire Department uses some very advanced medical equipment. This equipment is checked annually as part of a preventative maintenance program and has historically been contracted through BioMed Services, which is a part of the Unity Point Health System. This agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs. Typically, we have sent equipment to be repaired back to the manufacturer as they will certify it to their manufacturing standards.

This agreement is in place for a one year period and will be brought back for authorization at the end of the agreement period. Either party may terminate this agreement after 120 days and upon 90 days' notice.

Recommendation:

City Staff recommends Council approve the Clinical Engineering Agreement with Unity Point Health.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING THE CLINICAL ENGINEERING AGREEMENT WITH
UNITY POINT HEALTH**

WHEREAS, the Fire Department utilizes some very advanced medical equipment that is required to be checked annually as part of a preventative maintenance program; and

WHEREAS, this preventative maintenance program has historically been contracted through BioMed Services, which is a part of the Unity Point Health System; and

WHEREAS, this agreement provides pricing for preventative maintenance for this equipment and for necessary repair should we choose to use them for the repairs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Clinical Engineering Agreement with Unity Point Health is approved and authorizes the Fire Chief to execute the agreement with Unity Point Health.

PASSED this _____ day of February 2024.

APPROVED this _____ day of February 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding purchase and installation of bathroom fixtures in the fire station

Summary:

Resolution awarding purchase and installation of bathroom fixtures in the fire station.

Financial Impact:

\$10,200 to be paid from Fire Department Operating Budget for 2024

Report Number: 2024-150

Date:

February 19, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department bathrooms were getting in very poor shape. We looked at completely remodeling the bathrooms and starting over due to the old tile on the walls and need to replace all of the fixtures. We investigated the idea of skim coating the tile walls and were able to save a large amount of money. The fixtures were in need of updates and replacement.

Project specifications were prepared by the Fire Department and contractors came in to review the projects. We received bids from two area contractors. Brooker Plumbing, Heating, and Cooling of Newton, Iowa was the lowest responsible bidder.

The Fire Department will utilize funds designated for Training that are expected to unspent by the end of the fiscal year. The Fire Department budgets for reimbursement of up to three (3) paramedic reimbursements annually at roughly \$9,000 each. We expect to only have one reimbursement this fiscal year resulting in unspent funds.

Recommendation:

City Staff recommends Council award the bathroom fixture purchase and installation in the fire station to Brooker Plumbing, Heating, and Cooling of Newton, Iowa for the purchase and installation of new bathroom fixtures in the amount of \$ 10,200. Funds from the Fire Department Operating Budget will be used to pay the total amount.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION AWARDING PURCHASE AND INSTALLATION OF BATHROOM
FIXTURES IN THE FIRE STATION**

WHEREAS, the bathroom fixtures in the fire station have deteriorated to a point where they have become difficult to clean and are in need of replacement; and

WHEREAS, specifications were prepared and bids sought from contractors and Brooker Plumbing, Heating, and Cooling was the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid for the purchase and installation of new bathroom fixtures in the fire station be accepted from Brooker Plumbing, Heating, and Cooling of Newton, Iowa in the amount of \$ 10,200;

NOW, THEREFORE, BE IT FURTHER RESOLVED, the total amount of ten-thousand two-hundred dollars and zero cents (\$ 10,200.00) for the 2024 Fire Station Bathroom Fixture Project, is hereby approved. The project cost will be paid with from the Fire Department Operating Budget.

PASSED this _____ day of February 2024.

APPROVED this _____ day of February 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an agreement with MercyOne Newton for legal blood draw and specimen collection

Summary:

Agreement with MercyOne Newton for legal blood draw and specimen collection.

Financial Impact:

N/A

Report Number: 2024-151**Date:**

February 19, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The Police Department requires blood draws and specimen collection for evidentiary purposes on a routine basis. The state code requires specifically trained professionals to facilitate these procedures. MercyOne Newton has agreed to provide these services to the Police Department and desires an agreement to outline the responsibilities of each party in the collection and disposition of blood draws and specimen collection. This proposed agreement is a 3-year renewal of an agreement originally approved in 2023.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 - _____

RESOLUTION APPROVING A SERVICE AGREEMENT WITH MERCYONE NEWTON
FOR LEGAL BLOOD DRAW AND SPECIMEN COLLECTION

WHEREAS, The Newton Police Department requires blood draws and specimen collection for certain criminal investigations; and

WHEREAS, MercyOne Newton has the ability to provide this service and has requested the adoption of a formal agreement in order to continue these services; and

WHEREAS, the agreement outlines the responsibilities of each party in the collection and disposition of blood draws and specimen collection; and

WHEREAS, in most cases there is no cost to the City for these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the agreement between MercyOne and the City of Newton is hereby approved.

PASSED this _____ day of February, 2024

APPROVED this _____ day of February, 2024

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

SERVICES AGREEMENT FOR LEGAL BLOOD DRAW / SPECIMEN COLLECTION

THIS SERVICES AGREEMENT ("Agreement") is made between Mercy Medical Center-Newton d/b/a MercyOne Newton Medical Center ("MNMC"), and the entity indicated on the signature line below (the "CLIENT"), (sometimes individually referred to as "Party" or collectively referred to as the "Parties") and is effective as of _____, 2024 (the "Effective Date").

RECITALS

WHEREAS, MNMC owns and operates hospital and a clinical laboratory in Newton, Iowa;

WHEREAS, MNMC, through its system of hospitals, clinics and clinical laboratories, is qualified to provide certain blood draw and associated lab services under the terms of this Agreement;

WHEREAS, CLIENT requires certain blood draw and specimen collection services for individuals in its custody to support its law enforcement operations in Jasper County, Iowa; and

WHEREAS, MNMC and CLIENT desire to enter into this Agreement for the provision of blood draw and specimen collection services.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I

DUTIES OF MNMC

1. Services Performed by MNMC. During the term of this Agreement, and subject to the performance of CLIENT hereunder, MNMC agrees to provide and coordinate the onsite blood draw and specimen collection services as set forth on Schedule A, attached hereto and incorporated herein by reference (the "Services"); provided, however, MNMC shall only be obligated to provide those Services within the capabilities of its staff and resources and which it otherwise currently provides to its own patients.
2. Support Services and Supplies Provided by MNMC. During the term of this Agreement, and subject to the performance by CLIENT of its obligations hereunder, MNMC agrees to provide, those services and personnel as needed to support MNMC's provision of the Services ("Support Services"), as set forth on Schedule B, attached hereto and incorporated herein by reference. The cost of such Support Services and Supplies shall be incorporated into the overall cost for Services.
3. Results. CLIENT shall be responsible for processing any test results ("Results") it needs that are associated with the Services provided by MNMC under this Agreement. MNMC sole obligation is limited to the scope of Services herein. Except in situations where the individual in the CLIENT's custody has an emergency medical condition (and requires a medical screening exam and associated stabilizing treatment in accordance with EMTALA), MNMC shall not have any responsibility for any treatment which may be indicated by the Results nor shall it be responsible for the handling or storage of the Results or for the maintenance of personal health information held by the CLIENT. MNMC will not be responsible for Services which produce no or inconclusive Results resulting, for example, degraded, contaminated, low abundance patient material, or otherwise. Notwithstanding the Results of individual tests, MNMC will invoice patient (i.e. inmate) for lab draw/specimen collection services as indicated in Schedule A.

ARTICLE II

DUTIES OF CLIENT

1. Handling of Results. As stated above, the Parties hereby acknowledge and agree that MNMC is not responsible or liable in any manner for CLIENT's treatment, handling, storage, maintenance, or disclosure of specimens, personal health information or Results.
2. Access and Onsite Space. CLIENT shall utilize the entrance(s) and location(s) as determined by MNMC for the provision Services conducted at MNMC.
3. Compliance with MNMC Testing Process. CLIENT shall ensure its employees adhere to MNMC's Services policies and procedures and other guidelines provided by MNMC to CLIENT from time to time in order to facilitate safe administration of the Services at MNMC's facility.
4. Payment. CLIENT will complete Law Enforcement Intake form with patient's (i.e. inmate's) medical information and insurance card/information, and thus, the patient (inmate) or patient's health insurance shall pay MNMC for the Services in accordance with the fees set forth on Schedule A and in accordance with the Financial Terms set forth on ARTICLE IV.

ARTICLE III

TERM AND TERMINATION

1. Term. This Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year. Upon expiration of the initial term, this Agreement shall automatically renew for two (2) additional terms of one (1) year each unless otherwise terminated as set forth below.
2. Termination. Notwithstanding the Term, this Agreement may be terminated by either party by written notice to the other party as follows:
 - (a) in the event the other party commits a material breach of this Agreement which is not cured within fifteen (15) days following the date of written notice of such breach, this Agreement shall then terminate upon prior written notice;
 - (b) in the event either party's corporate status is dissolved under applicable state law;
 - (c) in the event that either party loses its license to operate its business as presently operated;
or
 - (d) either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days prior written notice to the other party.
3. Additional Termination. In addition to any other rights or remedies provided for hereunder, either party shall have the right to terminate this Agreement pursuant to written notice to the other party in the event that it determines that this Agreement, or any provision of this Agreement, jeopardizes its participation in, or any payments under, the Medicare, Medicaid, or any other third-party payor programs or arrangements or, with respect to MNMC, jeopardizes its tax-exempt status or the tax-exempt status, as applicable, of any of its respective affiliates. Upon any such termination, the Parties agree to negotiate in good faith concerning amendment to this Agreement to effectuate the purpose of this Agreement, and if the Parties cannot agree regarding such amendment within thirty (30) days, this Agreement may be terminated immediately upon written notice.

ARTICLE IV

FINANCIAL TERMS

1. Financial Terms. MNMC will invoice the patient (i.e. inmate) following routine, standard, and customary outpatient medical billing practices for lab services.

ARTICLE V

MISCELLANEOUS TERMS

1. Qualifications. During the Term of this Agreement,
 - (a) MNMC's hospital and clinical laboratory shall maintain all applicable licenses and certificates necessary to operate under federal and state law for the type and complexity of the Services performed under this Agreement.
 - (b) CLIENT represents that all persons receiving Services pursuant to this Agreement do so on a voluntary basis and have consented to the Services being provided by MNMC, or alternatively, CLIENT has a valid court order or other valid legal basis for seeking the Services provided herein.
2. Records. Each Party shall be responsible for preparing records, reports and other supporting documents related to the Services as they deem necessary and appropriate to meet their business needs, in compliance with legal and regulatory requirements. Each Party shall provide the other with copies as is reasonably requested by the other Party to discharge its obligations under this Agreement, subject to compliance with legal and regulatory requirements. The ownership and right-of-control of all records, reports and supporting documentation shall remain, however, with the Party to which the records belong.
3. Consequential Damages. MNMC shall not be liable for any indirect, consequential, incidental, special, punitive or other damages (except as specified herein) of any kind arising from MNMC's Services hereunder or from the rendering or failure to render Services or any other professional services.
4. Indemnification. The Parties shall indemnify, defend, and hold each other harmless from and against any claims, liability, damages, costs and/or expenses ("Claims") arising out of or related to this Agreement, including, without limitation, arising out of or related to the Services, Results and/or any acts or omissions of the MNMC in contract, tort, or otherwise, except to the extent that any such Claims are caused by MNMC's willful misconduct, recklessness, or gross negligence.
5. Independent Relationship. The relationship between MNMC and CLIENT pursuant to this Agreement is that of independent entities contracting with each other, and neither Party shall be construed to be a joint venture, partner, agent, employee, or representative of the other.
6. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits that MNMC receives under this Agreement constitute reasonable payment for the Services provided hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to MNMC, and this Agreement is not intended to influence the judgment of CLIENT or any of its employees in choosing the medical facility appropriate for the proper treatment and care of his or her medical needs. There is no requirement that CLIENT make referrals too otherwise generate business for MNMC or a MNMC hospital or clinic as a condition for receiving such benefits. The parties specifically intend to comply with the federal Anti-Fraud and Abuse provisions

(42 U.S.C. § 1320a-7b(b)) and the Ethics in Patient Referrals Act (42 U.S.C. 5 1395nn) or regulations promulgated thereunder or any analogous state law.

7. Additional Provisions. All Services hereunder shall comply at all times with the terms and conditions set forth in Schedule D, attached hereto and incorporated herein by reference,
8. Entire Agreement. This Agreement contains all understandings between the Parties and supersedes any prior agreements between the Parties relating to the Services. To the extent that any agreements exist or are subsequently entered into between MNMC and CLIENT concerning matters other than Services, such agreements together with this Agreement, will be maintained in MNMC's MediTract system, which serves as MNMC's master contract list of such arrangements.
9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
10. Miscellaneous. This Agreement shall be governed by the laws of the State of Iowa without regard to the choice-of-law principles thereof. No amendment of any provision of this Agreement will be effective unless in writing signed by the Parties. The illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof. All notices under this Agreement shall be in writing and given in person, first class registered mail or by overnight delivery service, delivery costs prepaid, or transmitted by facsimile (so long as such facsimile is followed by mailing the transmitted notice document in accordance with this Section), addressed to the Parties at the addresses specified below or to such other address of which either Party may notify the other pursuant to this sentence. Any headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they affect the interpretation hereof. This Agreement may be executed in multiple counterparts, each of which is an original, true and correct version hereof. Upon termination of this Agreement for any reason, all obligations of the Parties under this Agreement shall terminate immediately and automatically except for those obligations which by their terms survive termination. This Agreement is for the benefit of the Parties hereto and shall not inure to the benefit of any third-party, including physicians, patients, and staff of either Party.

[Remainder of page intentionally left blank - Continued on next page]

In witness whereof, MNMC and CLIENT have executed this Agreement as of the dates respectively indicated below:

MERCY MEDICAL CENTER-NEWTON d/b/a City of Newton Police Department
MNMC NEWTON MEDICAL CENTER

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

SCHEDULE A

SERVICES

1. Blood Draw Services and Billing Schedule:

<u>Service</u>	<u>Description</u>	<u>Billing Method</u>
Lab Draw/Specimen Collection	Onsite (at MNMC) specimen collection / lab draw.	1. MNMC shall invoice PATIENT (i.e. inmate) for lab draw and/or specimen collection in accordance with Newton's standard patient fee schedule. 2. CLIENT shall bring completed Law Enforcement Intake form with inmate information, specifically the insurance information or copy of insurance card.

SCHEDULE B

SUPPORT SERVICES and SUPPLIES

A. PERSONNEL.

MNMC will provide appropriate clinical personnel necessary for the onsite collection, preparation and preservation of specimens for the performance of Services pursuant to this Agreement.

B. SPACE.

MNMC will provide an appropriate designated space for its clinical personnel to perform the Services pursuant to this Agreement. CLIENT shall be required to follow MNMC's policies and procedures applicable for the safe provision of the Services under this Agreement.

C. SUPPLIES.

CLIENT will provide routine supplies necessary (i.e. collection kits, etc.) for the collection, preparation and preservation of specimens to be sent to CLIENT's designated lab partner for the performance of processing of legal blood draw results pursuant to this Agreement. The supplies provided by CLIENT are solely to be used for the collection and preparation of specimens that are being sent to CLIENT's designated lab partner for processing. It is not intended that these supplies be provided for any other use.

SCHEDULE D

ADDITIONAL PROVISIONS

This Schedule C is part of the Laboratory Services Agreement by and between MNMC and CLIENT. Defined terms in the Agreement shall have the same meaning in this Schedule. In the event that any provision of this Schedule conflicts with one or more provisions of the Agreement, then the terms of this Schedule shall apply.

1. **General Terms and Conditions.**

<http://www.usccb.org/about/clotrine/ethic-al-and-religious-directives/>

1.1. **Compliance with MercyOne Code of Conduct.**

CLIENT recognizes that it is essential to the core values of MNMC, as a member of Mercy Health Network, Inc. d/b/a MercyOne ("MercyOne") that all persons and entities employed by or otherwise contracting with MNMC at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as may from time to time be amended by MercyOne. As of the Effective Date of the Agreement, the MercyOne Code of Conduct is set forth on MercyOne's website as the MercyOne Supplier Code of Conduct (Supplier Guide), which is available at the following website:

<https://www.mercyone.org/about-us/integrity-and-compliance>

CLIENT acknowledges that it has electronically accessed, obtained, or otherwise received a copy of the Supplier Guide and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, CLIENT shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent they are applicable to CLIENT in the performance of the Agreement. In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

1.2. **Ethical and Religious Directives.** CLIENT agrees that all services shall be performed in accordance with the Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (ERDs). As of the Effective Date of the Agreement, the ERDs are available at the following website:

In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

1.3. **Nondiscrimination.** In the performance of the Agreement, the Parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status, or any other legally-protected category of persons, except as medically indicated.

1.4. **Excluded Provider.** CLIENT hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. CLIENT hereby agrees to immediately notify MNMC of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that CLIENT is excluded from participation in any federally funded health care program during the Term of the Agreement, or if at any time after the Effective Date of the Agreement, it is determined that CLIENT is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. CLIENT shall indemnify and hold harmless MNMC against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by CLIENT, or due to the exclusion of CLIENT from a federally funded health care program, including Medicare or Medicaid.

1.5. **Insurance.** CLIENT shall, at CLIENT's sole cost and expense, procure, keep and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general ; and applicable state

statutory limits for workers compensation. In addition to the coverages specifically listed, CLIENT shall maintain any other usual and customary policies of insurance applicable to the type of services contracted for under the Agreement. By requiring insurance herein, MNMC does not represent that coverage and limits will necessarily be adequate to protect CLIENT. CLIENT shall provide copies of any and all insurance policies within ten (10) days of CHI's request therefore. Failure to maintain the required insurance, as set forth herein, may result in immediate termination of the Agreement by CHI.

1.6. Responsibility for Own Acts. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under the Agreement. In the event that a claim is made against both Parties, it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.7. Confidentiality. The Parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of the other Party except: (i) to the extent necessary to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of its normal reporting or review procedure, to its auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (iv) as necessary to enforce its rights and perform its agreements and obligations under the Agreement. Each of the Parties shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other Party, release or share such information with any third party, except as may be required by law. Each of the Parties further agrees that, prior to reporting any actual or perceived violation of law to any

governmental entity, even if required by law to do so, it will first discuss the potential legal or compliance matter with the other Party's Corporate Responsibility Officer or Legal Counsel and, unless otherwise required by law, provide that Party with an opportunity to investigate and appropriately report any compliance matter brought to its or her attention by the Party that first identified the matter.

1.8. Recordkeeping. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code, until the expiration of four (4) years after the termination or expiration of the Agreement, each Party shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under the Agreement. The Parties further agree that, in the event it carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

1.9. No Third Party Rights. The Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to the Agreement.

1.10. Jeopardy. Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either Party of any term, covenant, condition or provision jeopardizes the licensure of MNMC or its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission (TJC) or any other

- state or nationally recognized accreditation organization, or the tax-exempt status of MNMC, any of MNMC or CHI's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a MNMC Medical Center or Clinic, or any of their services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, MNMC may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, MNMC may, at its option, terminate the Agreement immediately.
- 1.11. Waiver. No waiver of or failure by a Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 1.12. Time of the Essence. The Parties agree that time is of the essence throughout the Term of the Agreement and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
2. Compliance with Applicable Laws, Regulations, and Standards.
- 2.1. Each Party represents and warrants that all services to be provided by it shall fully comply with all applicable federal, state and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and the Party's Requirements as defined below, and that it shall be deemed a material breach of the Agreement by a Party if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, the other Party may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement or this Schedule
- 2.2. Specifically, but not by way of limitation, each Party represents and warrants that the services to be provided by said Party shall comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively, HIPAA or the Privacy and Security Regulations); the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder (ARRA); other federal or state health programs: policies, procedures, rules and regulations established by a Party and applicable to the operation of said Party, (collectively, the Party's Requirements); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards and the Party's Requirements.

City of Newton Council Report

**Item:**

Resolution approving a proposal to replace a damaged streetscape light

Summary:

Approve a proposal to replace a damage streetscape light in the 200 block of N 4th Ave W

Financial Impact:

\$10,495.00 to be paid from Road Use Tax Funds and reimbursed by the insurance company

Report Number: 2024-152**Date:**

February 19, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On January 6, 2024, a vehicle left the roadway and struck a city-owned streetscape light in the 200 block of N 4th Ave W. The light pole, base, and globe were destroyed. To accommodate the replacement of the light, wiring will need to be replaced, and the adjacent concrete sidewalk will also need to be removed and replaced. City staff has received a proposal from Van Maanen Electric, Inc. of Newton, Iowa, to perform all necessary work to replace the light pole for a total price of \$10,495.00. This cost will be paid from road use tax funds and be reimbursed by the insurance company.

Recommendation:

Staff recommends that Council approve the proposal from Van Maanen Electric, Inc. of Newton, Iowa.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING A PROPOSAL TO REPLACE
A DAMAGED STREETScape LIGHT**

WHEREAS, on January 6, 2024, a vehicle left the roadway and struck a city-owned streetscape light in the 200 block of N 4th Ave W, and

WHEREAS, the light pole, base, and globe were destroyed. To accommodate the replacement of the light, wiring will need to be replaced, and the adjacent concrete sidewalk will also need to be removed and replaced; and

WHEREAS, City staff has received a proposal from Van Maanen Electric, Inc. of Newton, Iowa to perform all necessary work to replace the light pole for a total price of \$10,495.00. This cost will be paid from road use tax funds and be reimbursed by the insurance company.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, the Public Works Director is authorized to approve a proposal from Van Maanen Electric, Inc. of Newton, IA, for the quoted amount of \$10,495.00 to be paid from Road Use Tax funds and be reimbursed by the insurance company.

PASSED this _____ day of February 2024

APPROVED this _____ day of February 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



627 N 19th Ave E
PO Box 1131
Newton, IA 50208
641-791-9473 Office
641-791-9484 Fax

PROPOSAL REQUEST

City of Newton

Scope: Replace the pole and base on N 4th Ave W

- Remove the existing pole base and surrounding side walk.
- Install a new base and anchor bolts for the pole.
- Extend existing conduits back to the new pole base.
- Install a new LED Sternberg pole light per spec sheet.
- Pull wire each direction from the new pole light.
- Replace any sidewalk removed for pole base replacement.

Pole Light Assembly: \$5,109.00

Labor \$ Material: \$5,386.00

Total Price: \$10,495.00

Jason Shine
Service Manager
Van Maanen Electric, Inc.

City of Newton Council Report

**Item:**

Resolution approving the donation of two Maytag Pool season passes to the 2024 MercyOne Newton Gala Fundraiser

Summary:

Donation of two single season passes to be used at the MercyOne Newton Gala fundraiser. This matches the donation made by the City in 2023.

Financial Impact:

\$100.00 value

Report Number: 2024-153

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In 2023, the City provided two single season passes to the Maytag Pool to support fundraising efforts for MercyOne Newton. The Gala fundraiser supports important equipment purchases for MercyOne Newton Medical Center.

The Gala Committee has requested a similar contribution for 2024. The two season passes would be included in a fundraiser auction package called "Can't Wait for Summer."

A single season pass has a \$50.00 fee associated with it, thus the total value of the donation is \$100.00.

Supporting MercyOne Newton Medical Center in this way aligns with the recommendations of Chapter 8 of the Comprehensive Plan. Specifically, the plan states the recommendation to "Support and grow the local hospital..."

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION APPROVING THE DONATION OF TWO MAYTAG POOL
SEASON PASSES TO THE 2024 MERCYONE NEWTON GALA
FUNDRAISER

WHEREAS, *Envision Newton 2042*, the City’s comprehensive plan, recognizes the importance to “Support and grow the local hospital...”; and

WHEREAS, annually, the MercyOne Newton Gala is held to raise funds to support important purchases at MercyOne Newton Medical Center; and

WHEREAS, MercyOne Newton Gala Committee has requested a donation of two Maytag Pool Season Passes for the event; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that two Matyag Pool Single Season Passes for 2024 be provided to the MercyOne Newton Gala Fundraiser.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution repealing the 2023 City of Newton Supplemental Specifications to the 2024 editions of SUDAS Standard Specifications and the SUDAS Design Manual and adopting the 2024 editions of both the SUDAS Standard Specifications and SUDAS Design Manual along with the 2024 City of Newton Supplemental Specifications to said 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual

Summary:

Approval of the 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual and the 2024 City of Newton Supplemental Specifications to said documents.

Financial Impact:

None

Report Number: 2024-161**Date:**

February 19, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On April 20, 1998, the Newton City Council approved the City's use of the Des Moines Metropolitan Design Standards and the Urban Standard Specifications for Public Improvements, now known as the SUDAS (Statewide Urban Design and Specifications) Standard Specifications and SUDAS Design Manual. After adopting these specifications and design standards, supplemental specifications were approved to address Newton's specific requirements.

SUDAS specifications are used as the construction specifications on most public improvement projects and other construction work in the public right-of-way. These specifications include sections on earthwork, sewer and water mains, manholes, intakes, streets, sidewalks, driveways, erosion control, demolition, traffic signals, project bidding, and construction administration.

The SUDAS Design Manual is used as a design guide by the City and developers when preparing plans for public improvements, subdivisions, and other projects. Sections include information on contract documents and plan preparation, stormwater, sanitary sewers, water mains, roadway design, geotechnical, erosion control, parking lots, utilities, street trees, street lighting, sidewalks and bike trails, traffic signals, and trenchless construction.

The SUDAS Specifications and Design Manuals are updated annually by the SUDAS advisory committee, making it necessary to update Newton's Supplemental Specifications to reflect references to various items in these new editions accurately. The proposed revisions to the City of Newton Supplemental Specifications are minor and include the following:

- Various revisions to accurately reference wording used in the current SUDAS specifications.

Proposed changes to the Newton specifications are highlighted yellow in the attached specifications. The proposed 2024 Supplemental Specifications have been reviewed and approved by the Public Works Director and the Utility Department Director for their respective areas of responsibility.

Recommendation:

Approval of the attached resolution repealing the said 2023 City of Newton Supplemental Specifications and adopting the 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual, along with the 2024 City of Newton Supplemental Specifications to said 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive, with the first name "Matt" written in a more compact, stylized manner and the last name "Muckler" written in a more extended, flowing script.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION REPEALING THE 2023 CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS TO THE 2024 EDITIONS OF THE SUDAS STANDARD SPECIFICATIONS AND SUDAS DESIGN MANUAL; AND ADOPTING THE 2024 EDITIONS OF THE SUDAS STANDARD SPECIFICATIONS AND THE SUDAS DESIGN MANUAL ALONG WITH THE 2024 CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS TO SAID 2024 EDITIONS OF THE SUDAS STANDARD SPECIFICATIONS AND DESIGN MANUAL

WHEREAS, the Newton City Council on April 20, 1998, adopted the General City of Newton Supplemental Specifications to the Des Moines Metropolitan Design Standards Manual, current edition, and Urban Standard Specifications for Public Improvements, current edition; and

WHEREAS, said specifications and design guidelines are used for numerous City of Newton construction, repair, and demolition projects, along with contract administration of said projects; and

WHEREAS, the original specifications and design manual have gone through changes, updates, and additions, including a name change to SUDAS (Statewide Urban Design and Specifications program); and

WHEREAS, the Public Works Department has reviewed the 2024 revisions to the specifications and design manual and has written proposed supplemental specifications for the current documents; and

WHEREAS, the proposed supplemental specifications have been reviewed by the City of Newton Public Works Director and the Utility Department Director in their respective areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2023 City of Newton Supplemental Specifications to both the 2023 edition of the SUDAS Standard Specifications and the 2023 edition of the SUDAS Design Manual adopted on March 6, 2023, are hereby repealed; and

BE IT FURTHER RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 editions of the SUDAS Standard Specifications and SUDAS Design Manual are hereby adopted along with the 2024 City of Newton Supplemental Specifications to said 2024 editions of the SUDAS Standard Specifications and Design Manual.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

2024 CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS
AND THE
2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS
AND THE
2024 EDITION OF THE SUDAS DESIGN MANUAL

Adopted by the Newton City Council on March 6, 2023 Resolution
No. 2024-_____

SUDAS STANDARD SPECIFICATIONS:

DIVISION 1 - GENERAL PROVISIONS AND COVENANTS:

Section 1070, Part 3, 3.01 Performance, Payment, and Maintenance Bond - ADD:

- D. Maintenance Bonds shall be provided for the following time periods:
- | | |
|--|--|
| Storm sewer, sanitary sewer and appurtenances: | 4 years |
| Portland Cement Concrete (PCC) paving, sidewalk, shared use trails,
curb and gutter, and driveways: | 4 years |
| Hot-Mix Asphalt (HMA) paving, resurfacing, and incidental items: | 2 years |
| All other items: | See Special Provisions or Contract Documents |

DIVISION 5 - WATER MAINS AND APPURTENANCES:

Section 5010 § 2.01 B, Ductile Iron Pipe: ADD general note: Shall be used in contaminated soil.

Section 5010 § 2.05 B, Tracer System:

- A. Delete item 2, Ground Rod, and item 3, Ground Rod Clamp.
- B. Delete item 5, Tracer Wire Test Station, and ADD: Item 5, Tracer Wire Station: Terminate at main line valve or hydrant valve.

Section 5010 § 2.01 C, Prestressed Concrete Cylinder Pipe: DELETE

Section 5020, § 2.02, Fire Hydrant Assembly: ADD the following:

- A. Material: Comply with AWWA C502 and Newton Standards.
- B. Manufacturers: Waterous WB67-250, Steamer (Pumper) or approved equal.
- C6a: Operating Nut: Standard 5 sided 1 1/8" nut, direction of opening, CCW.
- C6b: Pumper Nozzle: 4 1/2".
- C6c: Nozzle threads: National Standard.
- C6d: Main valve nominal opening size: 5 1/4", nominal bury length 5'6".
- D 1. Add: Red (Safety)
- D 2: Add: Red.

Additional Newton Waterworks Information:

Service Pipe Information:

- A. Minimum size allowed: 3/4"
- B. From 3/4" up to, but NOT including 4" shall be Copper, Type K.
- C. 2" to 4" shall be PVC (AWWA C901), 4" and greater shall be PVC (AWWA C-900) or Ductile Iron Pipe, Class 52.
- D. Newton Waterworks shall make Service taps on mains owned by City of Newton Waterworks.
- E. The Water Works shall use insulator corps when attaching copper service to cast or ductile iron water main.
- F. See attached RESPONSIBILITIES AND OBLIGATIONS FOR CONSTRUCTION OF WATER MAIN IN SUBDIVISION for additional requirements.
- G. PVC Pipe shall not be used in areas where LUST (Leaking Underground Storage Tank) plumes are indicated. (See Water Utility for location of the LUST sites).

DIVISION 7 - STREETS AND RELATED WORK:

Section 7030, 1.07 Special Requirements: ADD

- A. Brick or Hot Mix Asphalt (HMA) sidewalks and driveways in the public right-of-way will only be allowed after the property owner has obtained the approval by the Newton City Council of an agreement to install a non-standard improvement in the public right-of-way."
- B. All residential driveway approach in the public right-of-way to be Class A or C PCC; approaches are required to be no shorter than 10 feet from the edge of the road with a max of 20 feet or the right-of-way line, whichever comes first: or as approved by the Public Works Director.

Section 7030, 2.07 Detectable Warnings: ADD the following paragraph: "Panel types shall be products included in the Iowa Department of Transportation's (IDOT) Materials Approved Product List Enterprise (MAPLE) list for Detectable Warnings. Panel types shall be those designed specifically for installation in plastic concrete. Panels shall be Federal Color No. 22144."

Section 7030 Figures:

DELETE SUDAS Figures 7030.101 and 7030.102, Concrete Driveway Type A and Type B.

ADD City of Newton Figures 7030.101 and 7030.102, Concrete Driveway Type A and Type B (rev. date 3-3-2020).

Figure 7030.201:

- ADD "NOTE: Class A and Class C sidewalks may only be constructed with approval of the Public Works Director."
- REMOVE 1'-6" minimum flare width for Type A and Type B With Flares
- Update Note 9:
Width:
Residential Single-Family Driveway: min.=9', max.=50% of lot frontage, not to exceed 30' wide. Commercial Site or Residential w/2 or more units: width per approved site plan or as approved by the Public Works Director.

Section 7040, 3.02 FULL DEPTH PATCHING, Paragraph A. Pavement Removal:

ADD the following notes:

- 3. Saw cuts for pavement removal areas shall not extend into adjacent panels not being removed.
- 4. Remove an additional 12" minimum of pavement longitudinally and transversely beyond the edge of any excavation or utility trench to provide a 12" wide shelf of undisturbed subgrade on all sides of the patch.
- 5. PCC pavement less than 10 years old shall be replaced by removing full panels following the original pavement joints. One-half panel replacement may be allowed on PCC pavement 10 years or older depending on original panel size and proposed patch location.
- 6. Presence of adjacent random cracks and other joints may affect the extent of required pavement removal limits. Determination of required pavement replacement limits by the Public Works Director.

Section 7040 Figures:

DELETE SUDAS Figure 7040.101 - Full Depth PCC Patches Less Than or Equal to 15' Long

ADD City of Newton Figure 7040.101 - Full Depth PCC Patches Less Than or Equal to 15' Long (rev. date 2-20-2018)

Figure 7040.103: ADD the following notes:

- 3. Full-depth HMA patches allowed only with the approval of the Public Works Director.
- 4. Replace cuts in HMA streets with full-depth PCC patches per City of Newton Figure 7040.101 - Full Depth PCC Patches Less Than or Equal to 15' Long (rev. date 4-15-2019) and SUDAS Figure 7040.102, unless directed otherwise by the Public Works Director.
- 5. Length and width of all patches shall be at least 6 foot in each direction.

SUDAS DESIGN MANUAL:

1. Under Chapter 5, ROADWAY DESIGN: the City of Newton requires that a drainable aggregate subbase with subdrain tile system be constructed under all new PC concrete streets in compliance with SUDAS Figure 4040.231, Case E, Type 2 (use Engineering Fabric in trench as shown). Subbase shall be constructed per SUDAS Standard Specification Section 2010, Item 2.04 and Item 3.08.
2. Under Chapter 4, WATER MAINS, Section 4C-1 B., No. 1, DELETE: Prestressed Concrete Cylinder Pipe language. Newton Waterworks does not allow use of this pipe.
3. Under Chapter 4, WATER MAINS: ADD the informational sheet titled "RESPONSIBILITIES AND OBLIGATIONS FOR CONSTRUCTION OF WATER MAIN IN SUBDIVISION – NEWTON, IOWA" (rev. date 4-5-2019). Said sheet is included as an attachment to this document.
4. Under Chapter 9, UTILITIES, Section 9A – General Information: add the City of Newton Figure 9000.1 (rev. date 3-16-2020) as additional reference information.

END OF 2023 SUPPLEMENTAL SPECIFICATIONS

BLS
2-16-2023

RESPONSIBILITIES AND OBLIGATIONS FOR CONSTRUCTION OF WATER MAIN IN SUBDIVISION NEWTON, IOWA

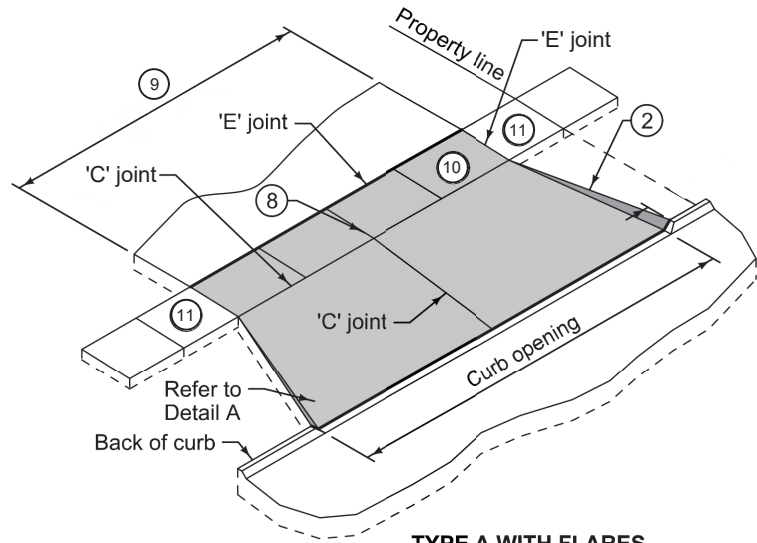
Developer Responsibilities:

1. To obtain all necessary permits including Water Main Construction Permit from the Iowa Department of Natural Resources, and all required permits from the City of Newton.
2. To stake right of way lines and lot lines when necessary.
3. To grade right of way within one-half foot of final grade prior to water main construction.
4. Service lines are private from the City main to the structure. Service lines shall not be stubbed to property lines unless a footprint of buildings and driveways are available, so that service shut off box is not located under driveway. Final lot grade sometimes leaves less than five foot of cover over service.
5. Service lines 2" and smaller to be constructed using Type K soft copper. Service lines 4" and larger may be constructed with C900 PVC pipe. A locate wire must be buried with all PVC in order to locate at a later date.
6. To furnish a site plan to the utility.
7. Provide "as built" drawings upon completion of water main project.
8. To pay the Water Works connection fee prior to connection to existing City water main.
9. To construct all water mains according to the "Urban Standard Specification for Public Improvement".
10. Water mains shall be disinfected and a bacterial analysis completed prior to use- See "Urban Specs."
11. Verify all fire hydrant locations with Newton Fire Department.
12. The Water Works may require a performance bond that warranties all work for one year after City acceptance.

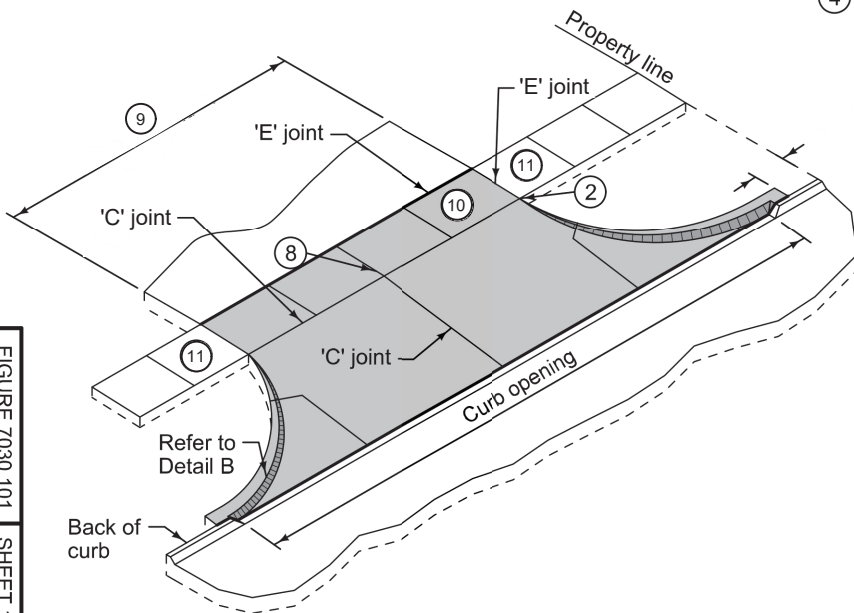
Water Utility Responsibilities:

1. Inspect subdivision construction to determine that best practices are employed during construction and that materials and installation meet "Urban Standard Specification for Public Improvement".
2. Accept ownership and responsibility for the main once the City has accepted the subdivision.
3. Perform bacterial test on finished water main and have laboratory certify that test is negative.
4. Provide any technical assistance necessary to successfully complete water main construction.
5. Construct water main to subdivision or property as agreed upon by the Utility and Developer.
6. Calculate connection fee for property to be served based on current Capital Recovery Charge cost if applicable.
7. Water Works shall contact property owner, developer or contractor after site plan review with calculated fee cost.

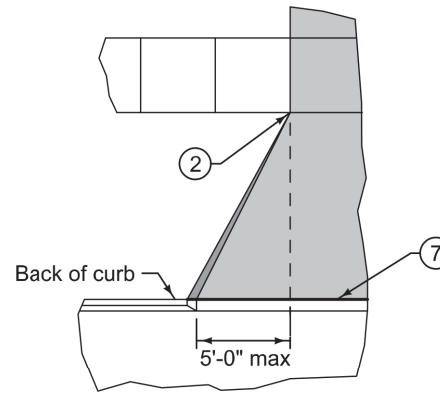
(Rev. date 4-15-2019)



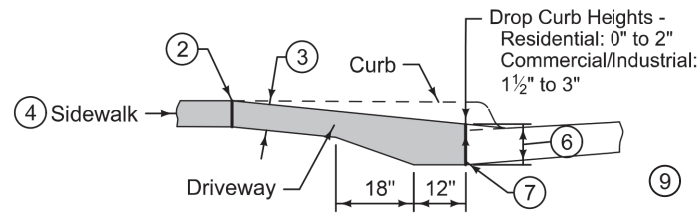
TYPE A WITH FLARES



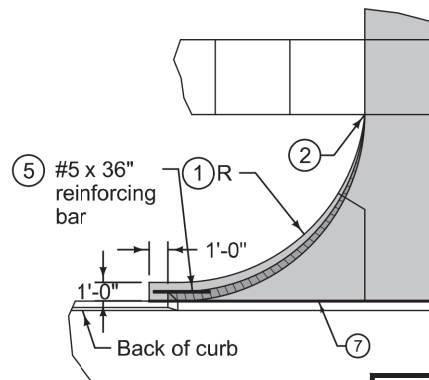
TYPE A WITH RADII



DETAIL A
(Residential/Agricultural Only)



TYPICAL SECTION

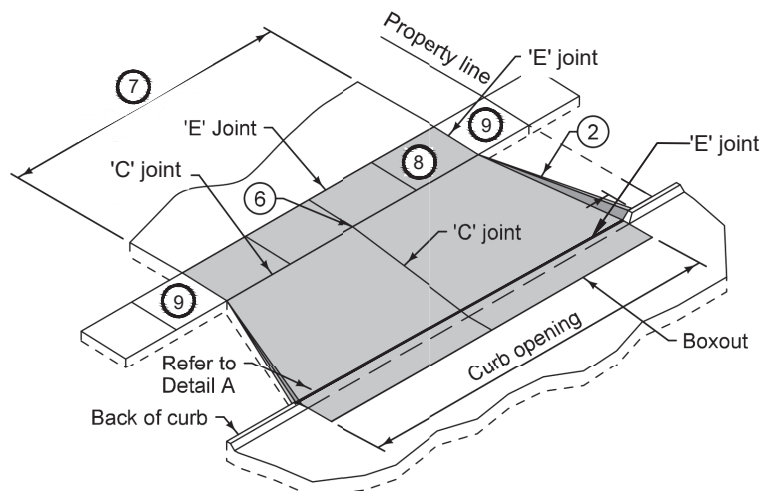


DETAIL B

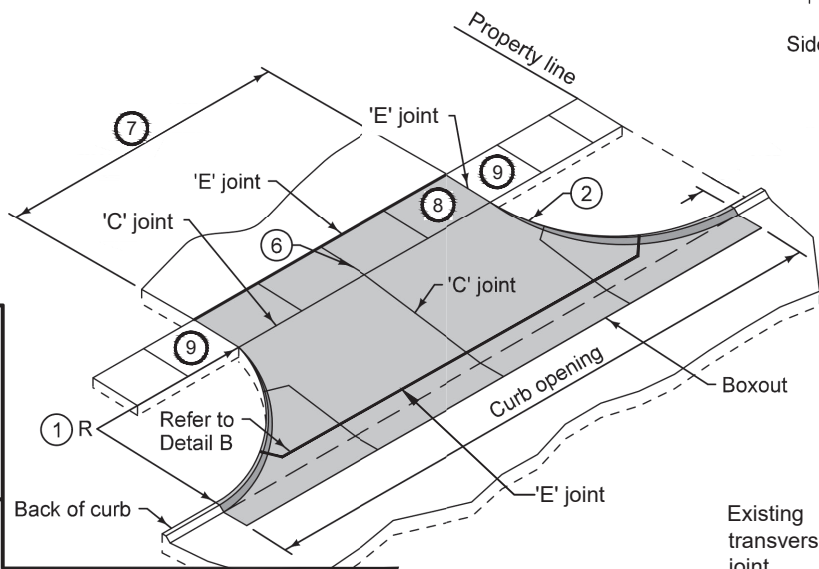
- ① Driveway radius (R). Residential: 10' minimum, 15' maximum. Commercial & industrial: As specified in the contract documents, per the approved site plan, or as approved by the Public Works Director.
- ② Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
- ③ Pavement thickness.
Residential: 6 inches minimum.
Commercial and industrial: 7 inches minimum.
- ④ Sidewalk thickness through driveway to match thickness of driveway.
- ⑤ Center reinforcing bar vertically in the pavement.
- ⑥ Match thickness of adjacent roadway, 8 inches minimum.
- ⑦ Provide 'E' joint at back of curb
- ⑧ For alleys, invert the pavement crown 2% toward center of alley.
- ⑨ Width:
Residential Single-Family Driveway: min.=9', max.=50% of lot frontage, not to exceed 30' wide.
Commercial Site or Residential w/2 or more units: width per approved site plan or as approved by the Public Works Director.
- ⑩ Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ⑪ If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway.
- ⑫ Allowable driveway locations per SUDAS Design Manual 2023Edition, or as approved by the Public Works Director.

REVISION	
3	2020 Edition
7030.101	
SHEET 1 of 1	
CITY OF NEWTON SUPPLEMENTAL SPECIFICATIONS REV. 1-30-2024	
CONCRETE DRIVEWAY, TYPE A	

*TYPE A DRIVEWAYS ARE FOR LOCATIONS WITH EXISTING DROP CURB, OR IF CURB GRINDING WORK IS PROPOSED (NO STREET REMOVALS).

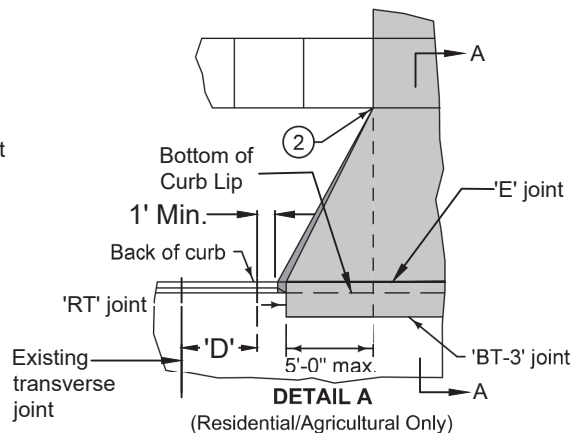


TYPE B WITH FLARES

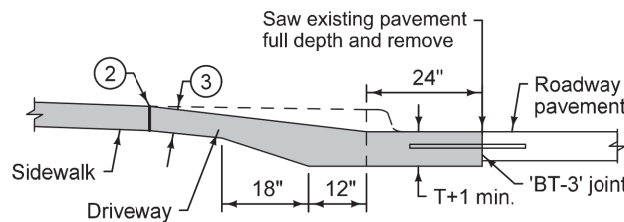


TYPE B WITH RADII

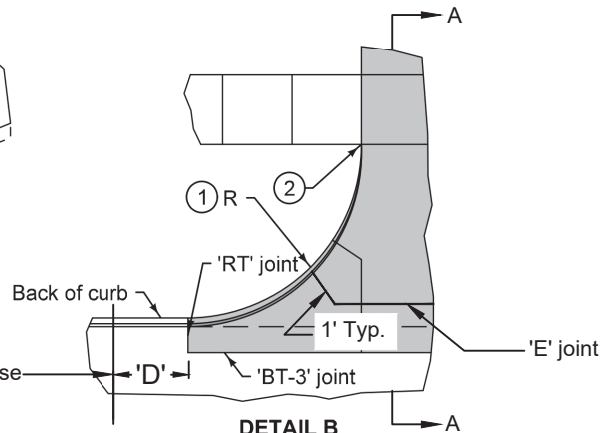
If 'D' < 36", extend removals and construct 'RT' joint at existing transverse joint



If 'D' < 36", extend removals and construct 'RT' joint at existing transverse joint



SECTION A-A



DETAIL B

① Driveway radius (R). Residential: 10' minimum, 15' maximum. Commercial & industrial: As specified in the contract documents, per the approved site plan, or as approved by the Public Works Director.

② Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb cross sidewalk.

③ Pavement thickness. Residential: 6 inches minimum. Commercial and industrial: 7 inches minimum.

④ Sidewalk thickness through driveway to match thickness of driveway.

⑤ If longitudinal joint is located 48 inches or less from the back of curb, extend boxout to joint line. Full depth saw cut is still required.

⑥ For alleys, invert the pavement crown 2% toward the center of the alley.

⑦ Width:
Residential Single-Family Driveway: min.=9', max.=50% of lot frontage, not to exceed 30' wide.
Commercial Site or Residential w/2 or more units: width per approved site plan or as approved by the Public Works Director.

⑧ Target cross slope of 1.5% with a maximum cross slope of 2.0%.

⑨ If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway.

⑩ Allowable driveway locations per SUDAS Design Manual 2023 Edition, or as approved by the Public Works Director.

*TYPE B DRIVEWAYS ARE FOR LOCATIONS WHERE THE STREET'S CURB SECTION IS REMOVED, AND A NEW DROP CURB SECTION IS CONSTRUCTED.

	REVISION
	3 2020 Edition
	7030.102
CITY OF NEWTON	
SUPPLEMENTAL SPECIFICATIONS	
REV. 1-30-2024	
CONCRETE DRIVEWAY, TYPE B	

MATERIAL FOR SERVICE PIPING 2" AND SMALLER

All water service pipes through 2" shall be type K copper, red brass or PEX pipe

All water services 2" or larger shall use a gate valve

New or replacement residential service lines shall not be less than 1" inside diameter. Reconnection of existing 3/4" type K copper water service lines from an existing main to a new main shall be allowed. Use of existing 3/4" type K copper water service stubs shall be allowed provided they meet the requirements of these Rules and Regulations.

PEX A 200 psi. pipe can be used for 1" – 2" water service installations as follows:

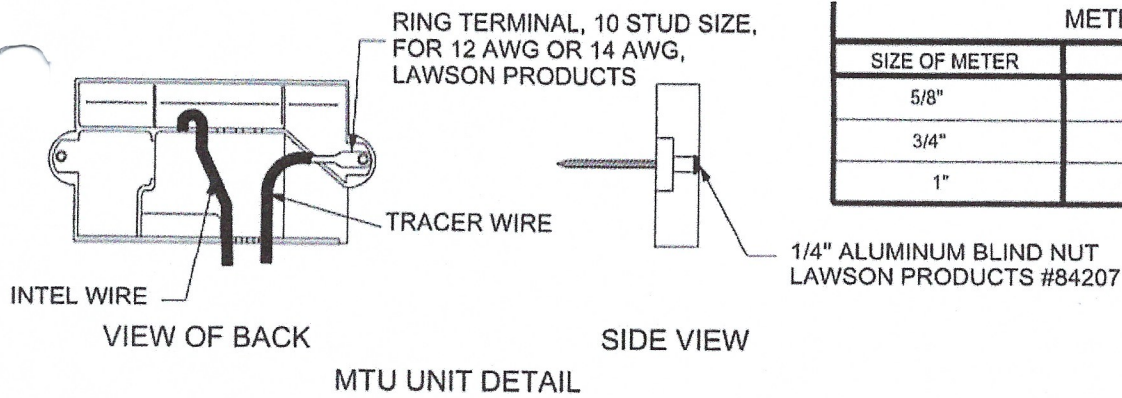
- a. From the tap to the meter inside the premise on water service replacements. If PEX pipe is used PEX shall be installed all the way from the stop box to meter, from the tap to the stop box, or from the tap to the meter. PEX shall not be used for repairs or partial replacements.
- b. new water service installations from the tap to the meter inside the premise provided that the entire service line is installed as one installation.
- c. PEX pipe can be used between the main and the meter pit or stop box in rural areas
- d. PEX pipe shall be blue in color for all 1-inch installations.
- e. PEX pipe shall be SDR9 CTS with stainless inserts and compression or pack joint fittings. Only copper can be flared.
- f. Joint methods for attaching PEX pipe to fittings shall meet AWWA C 904 Standards and ASTM F1960, F2080, or F1807 Specifications. Fittings shall be installed in accordance with PEX Pipe Manufacturers Installation Guidelines and related plumbing codes.

PEX pipe shall not be used within 200' of a Leaking Underground Storage Tank or in other areas where the soil may be contaminated. A copy of the assessment report from the IDNR indicating there is no potential health risk will be required for use of PEX pipe when working within a 500' radius of a LUST site. Information on the location of Leaking Underground Storage Tanks may be obtained from the Iowa Department of Natural Resources by following the instructions in Figure 36.

Tracer wire shall be installed with all service lines and water mains. Tracer wire specifications shall be as follows:

- a. For open cut installations, the tracer wire shall be No.12 AWG solid single copper conductor with a minimum tensile strength of 150 pounds. Insulation shall be 45 mil, high-density, high molecular weight polyethylene (HDPE) and rated for direct burial, 30 volts, and blue in color.
- b. When directional drilling/boring the tracer wire shall be No. 12 AWG, extra-high strength copper clad steel conductor (EHSCCS) with a minimum 1,150 pounds break load. Insulation shall be 45 mil, high density, high molecular weight polyethylene (HDPE) and rated for direct burial, 30 volts, and blue in color.

- c. When conduit is used the tracer wire shall be placed inside the conduit. When conduit is not used tracer wire shall be installed alongside the pipe and shall be fastened to pipe with zip ties a minimum of every 5 feet. C.
- d. Anode Ground Rod shall be 3/8-inch minimum diameter, 8-foot minimum length, steel rod uniformly coated with metallicity bonded electrolytic copper. Anode Ground Rod shall be spliced to tracer wire using a high-strength, corrosion resistant copper alloy ground rod clamp.
- e. Splice Kits, when approved, shall be DryConn Direct Bury Lug Aqua (SKU 90220)
- f. Tracer wire connectors shall be Rhino TriView, TracerPed, or approved equal. Wire connectors shall contain three internal terminals with two shunts, be 5 feet in length, white in color, and triangular in shape. Removable top cap, three 2-7/8-inch by 14-inch custom vinyl decals No. SD5594K, and tri-grip anchor.

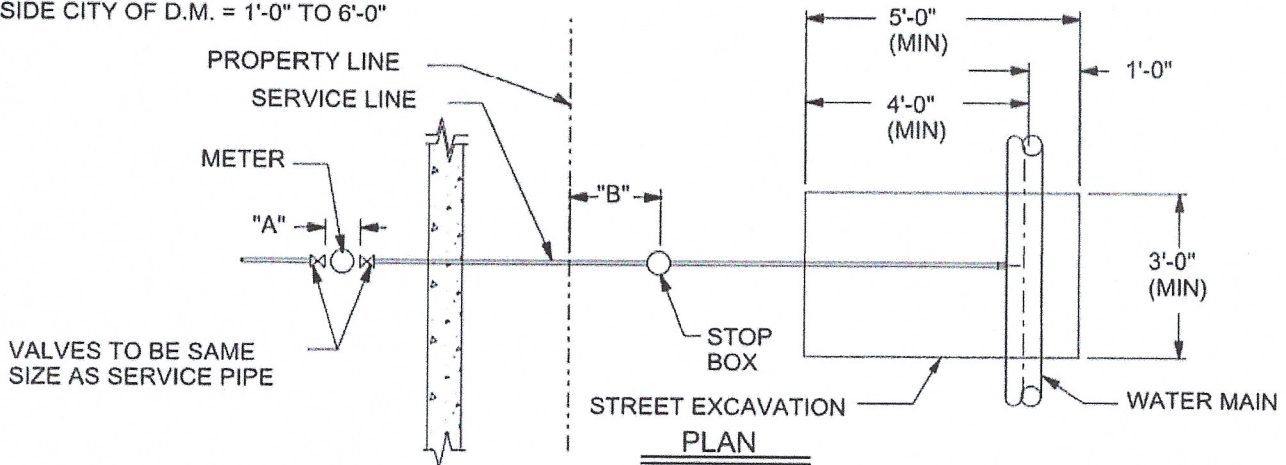


METER SPACING	
SIZE OF METER	"A" - FACE TO FACE OF VALVES
5/8"	11-3/4"
3/4"	13-3/4"
1"	15-3/4"

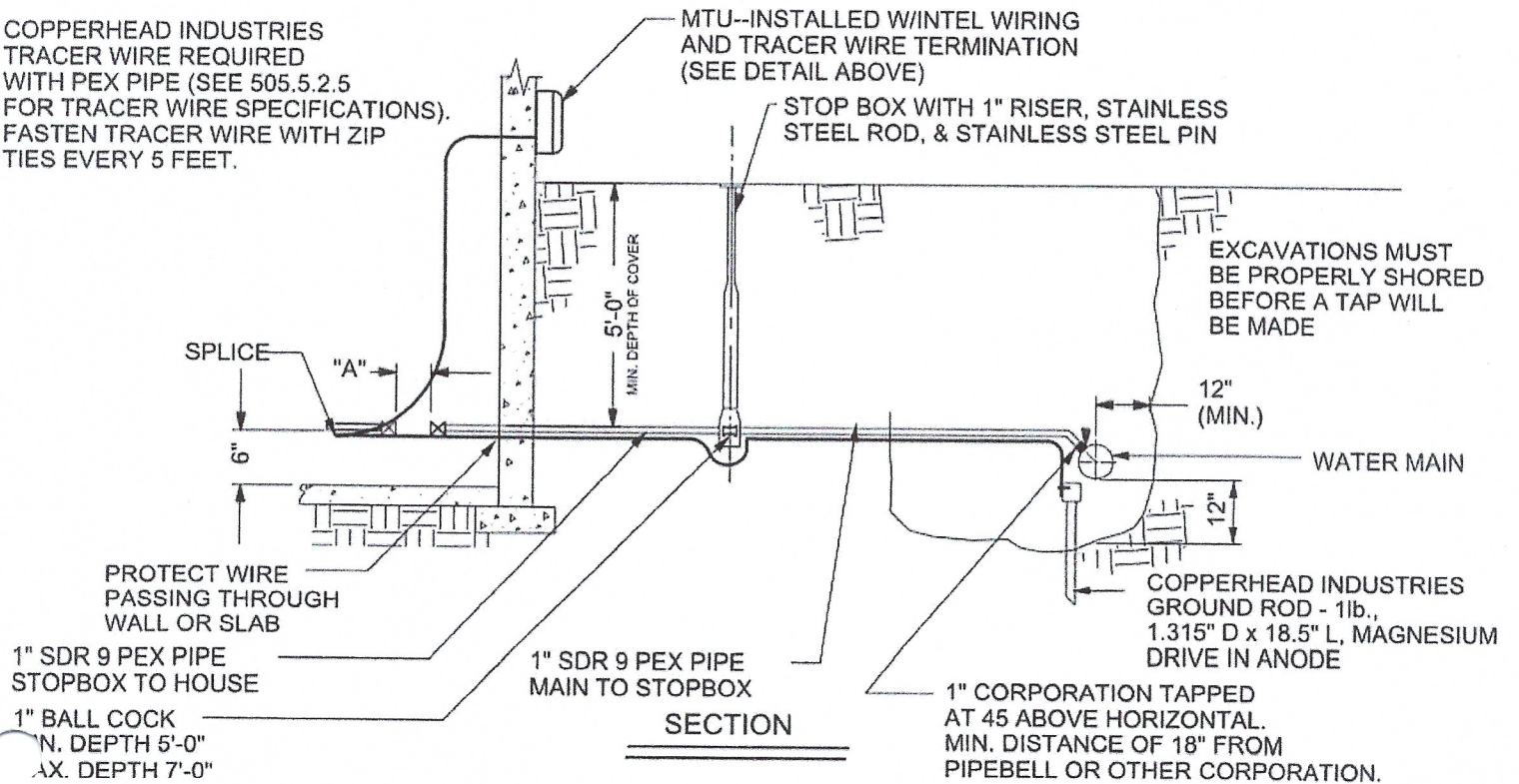
DISTANCE "B"

INSIDE CITY OF D.M. = 1'-0" TO 6'-0"

OUTSIDE CITY OF D.M. = 1'-0" TO 6'-0"



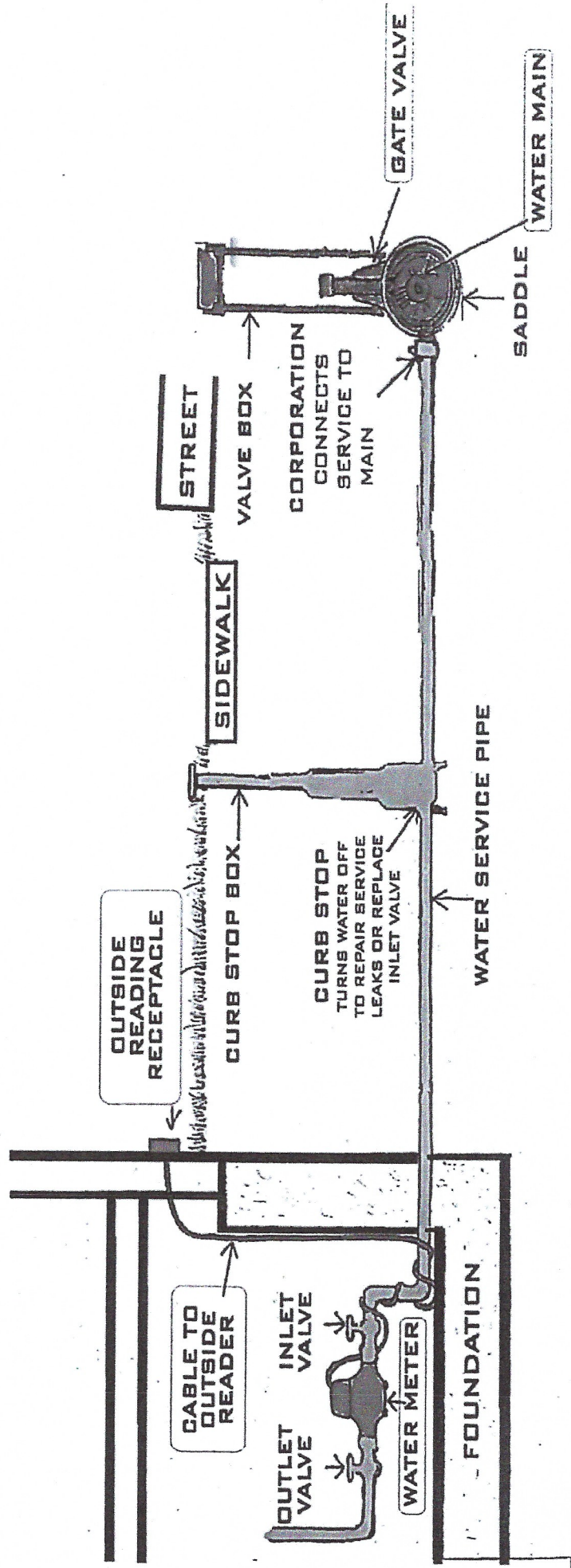
COPPERHEAD INDUSTRIES TRACER WIRE REQUIRED WITH PEX PIPE (SEE 505.5.2.5 FOR TRACER WIRE SPECIFICATIONS). FASTEN TRACER WIRE WITH ZIP TIES EVERY 5 FEET.



YOUR WATER SERVICE

NEWTON WATERWORKS RESPONSIBILITY

PROPERTY OWNERS RESPONSIBILITY



City of Newton Council Report

**Item:**

Resolution authorizing the filing of a 657A abandoned property petition for 410 East 4 ½ Street South, Newton Jasper County, Iowa

Summary:

Authorizing City staff to file a 657A petition for ownership of the abandoned property at 410 East 4 1/2 Street South in Newton.

Financial Impact:

Anticipated attorney fees for the petition- approximately \$4,000.00-6,000.00

Report Number: 2024-162

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The subject property at 410 East 4 1/2 Street South appears to have been abandoned. Neighbors have expressed concern over the property's status. The State Code 657A.10A process allows cities to petition the court for ownership of abandoned buildings.

Funding Source: D&D Bonded Funds will be utilized to pay for the legal costs associated with acquiring the property through the process authorized by State Code 657A.10A.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING THE FILING OF A 657A ABANDONED
PROPERTY PETITION FOR 410 EAST 4 ½ STREET SOUTH, NEWTON
JASPER COUNTY, IOWA

WHEREAS, the City of Newton has established a Dangerous and Dilapidated Building Program through which it acquires real estate for sale and redevelopment, and,

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and the property 410 East 4 ½ Street South in Newton appears to meet the criteria of abandoned buildings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A.10A for ownership of the abandoned building at

410 East 4 ½ Street South, legally described as:
THE WEST SEVENTY-SEVEN FEET OF LOT SIXTEEN IN DAVIS' SUB-DIVISION OF OUT LOT TWENTY-ONE IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT OF RECORD IN BOOK 2 AT PAGE 361, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of 121 South 3rd Avenue East

Summary:

Setting a public hearing.

Financial Impact:

No impact.

Report Number: 2024-164

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In order to entertain offers for City-owned property, the City Council must first set a public hearing.

The City acquired 121 South 3rd Avenue East through the Newton D&D program using State of Iowa Code Section 657A. The property has been cleared of the abandoned building.

This resolution sets a public hearing and directs the publication of notice.

Recommendation:

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Matt Muckler".

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 121 SOUTH 3RD AVENUE EAST IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 121 South 3rd Avenue East, legally described as: LOT ONE IN THE SUBDIVISION OF OUT LOT 18 IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 253 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA;

WHEREAS, it is necessary to hold a public hearing prior to acting upon a purchase/redevelopment agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on March 18, 2024 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on March 18, 2024, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 121 South 3rd Avenue East, legally described as: LOT ONE IN THE SUBDIVISION OF OUT LOT 18 IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 253 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA. Offers shall be submitted by 10:00 a.m. on March 8, 2024, to the Newton Community Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

Section 2: That following the Public Hearing, City Council may select the proposal which is in the best interest of the City Newton.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a letter of support for the establishment of a mini-pitch soccer court on City of Newton Parks property

Summary:

Approving a letter of support for fundraising for a mini-pitch court. Final design and location decisions are reserved for a later date.

Financial Impact:

None.

Report Number: 2024-165**Date:**

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

A mini-pitch is a court surface playing field for futsal, which is a high-paced court version of soccer. Through playing futsal, youth can develop their ball mastery, speed of play, and in-game decision making in addition to general development of balance coordination of motor skills. That said, a mini-pitch would not only serve youth in our community, but adult players as well.

A goal for the Newton Parks system is to continue to encourage community engagement and increase use of the spaces within the City's parks. Providing new and exciting opportunities that align with sport trends is one way to accomplish that. Soccer is one of the fastest growing sports across the United States, being one of the few team sports that saw growth in participation coming out of Covid (www.projectplay.org provides interesting data on this topic). Making sure that the park system provides recreation opportunities that align with the sports youth are playing is important.

Not all families can afford the high registration cost associated with playing at a select club, or even recreational league level. Making play opportunities available outside of the organized youth sports framework is important. The proposed mini-pitch is one step closer to accomplishing that.

This resolution provides general support to the concept of placing a mini-pitch somewhere in the Newton City Park System.

Decisions about location and design are reserved to be made by City Council for a later date.

Recommendation:

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Matt Muckler".

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A LETTER OF SUPPORT FOR THE ESTABLISHMENT
OF A MINI-PITCH SOCCER COURT ON CITY OF NEWTON PARKS PROPERTY**

WHEREAS, a grassroots effort to fundraise and construct a mini-pitch soccer court on Newton Parks property has been initiated by Newton residents; and

WHEREAS, the Newton Park Board and Newton City Council have heard presentations on the proposal and find that a mini-pitch would provide benefit to the community including increasing park usage, establishing a new attraction in the community, and providing a low-cost recreation opportunity for youth;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City of Newton supports the fundraising effort by local volunteers to bring a mini-pitch soccer court to the Newton Parks and that the Mayor is authorized to sign the letter of support to be used in those fundraising efforts.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that approval for the location of and design of the mini-pitch court within the Newton Parks System is reserved for a later date.

PASSED this _____ day of February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



February 19, 2024

To Whom It May Concern:

I am writing to you today to express the City's support for the citizen-led effort to build a mini-pitch court in one of Newton's City Parks. A mini-pitch is a court surface playing field for futsal, which is a high-paced court version of soccer. Through playing futsal, youth can develop their ball mastery, speed of play, and in-game decision making in addition to general development of balance coordination of motor skills. That said, a mini-pitch would not only serve youth in our community, but adult players as well.

A goal for the Newton Parks system is to continue to encourage community engagement and increase use of the spaces within the City's parks. Providing new and exciting opportunities that align with sport trends is one way to accomplish that. Soccer is one of the fastest growing sports across the United States, being one of the few team sports that saw growth in participation coming out of Covid (www.projectplay.org provides interesting data on this topic). Making sure that the park system provides recreation opportunities that align with the sports youth are playing is important.

Not all families can afford the high registration cost associated with playing at a select club, or even recreational league level. Making play opportunities available outside of the organized youth sports framework is important. The proposed mini-pitch is one step closer to accomplishing that. The Newton City Council has passed a resolution supporting the fundraising endeavor and committing to finding a location for the new mini-pitch within one of our many City parks.

Thank you for consideration to partner with our citizen volunteers and the City of Newton to make a new mini-pitch a reality in Newton.

Sincerely,

Evelyn George, Mayor

City of Newton Disbursements 2-20-24

Vendor	Department	Description	Amount
AESSEAL Midwest Inc	Water Pollution Control	Supplies	\$ 3,445.39
Airgas USA LLC	Fire	Supplies	\$ 331.09
Alliant Energy/IPL	All	Utilities	\$ 87,118.84
Amazon Capital Services	All	Supplies	\$ 1,014.47
Austin Precision Products Inc	Police	Supplies	\$ 399.99
Axon Enterprise Inc	Police	Supplies	\$ 2,518.46
Baker Group	City Center	Service	\$ 614.50
Berens-Tate Consulting Group	RUT 2021 Revenue Bonds	Service	\$ 3,000.00
Black Hills Energy	Parks	Utilities	\$ 446.81
Bolton & Menk Inc	All	Service	\$ 41,302.00
Bound Tree Medical LLC	Fire	Supplies	\$ 3,230.17
Briggs, Alexis	Utility Billing	Refund	\$ 10.43
Brooker Corporation	Fire	Service	\$ 693.60
Cablecast Community Media	Administration	Service	\$ 800.00
Caldwell Brierly & Chalupa PLLC	D&D	Services	\$ 476.50
Card Services	All	Service	\$ 3,807.67
Cintas	All	Service	\$ 679.12
Continental Research	City Garage	Supplies	\$ 85.38
Convergint Technologies LLC	Utility Billing	Services	\$ 499.50
Core & Main	Water Pollution Control	Supplies	\$ 62.69
Costa Oil Newton	Fire	Service	\$ 112.77
DH Pace Company	Fire	Supplies	\$ 144.00
Diamond Vogel Inc	Water Treatment Plant	Supplies	\$ 387.81
DJ Gongol & Associates Inc	Water Pollution Control	Supplies	\$ 2,279.00
Dodd Trash Hauling & Recycling	Garbage/Landfill	Service	\$ 3,615.56
Electric Pump	Water Pollution Control	Supplies	\$ 12,093.00
EMS Logik	Fire	Supplies	\$ 90.00
EZ Lease	Fire/WPC	Service	\$ 245.01
Fire Service Training Bureau	Fire	Supplies	\$ 454.40
Forbes Office Solutions	All	Supplies	\$ 472.87
Galls LLC	Fire	Supplies	\$ 127.97
General Traffic Controls Inc	Traffic Control	Supplies	\$ 149.00
Grainger Inc	Water Pollution Control	Supplies	\$ 35.52
Gregg Young Auto Center	Police	Services	\$ 2,974.08
Hamilton Glass	Fire	Service	\$ 25,254.00
Hawkeye Polygraph	Police	Services	\$ 350.00
Hawkins Water Treatment	Water Treatment/WPC	Supplies	\$ 8,312.41
Heisdorffer, Rex	Fire	Reimbursement	\$ 137.99
Henderson Products Inc	Snow Removal	Supplies	\$ 746.57
Hewitt Service Center	Landfill	Supplies	\$ 9,760.00
Hillyard / Des Moines	Fire	Supplies	\$ 596.51
Hindman, Scott Lang & Erika	Utility Billing	Refund	\$ 25.70
HLW Engineering Group	Landfill	Service	\$ 5,175.00
Hopkins Roofing Inc	Library	Service	\$ 3,325.00
Hotsy Cleaning Systems	Fire	Service	\$ 100.04
Hy-Vee Inc	All	Service	\$ 339.57
Iowa Department of Transportation	Snow Removal	Supplies	\$ 1,465.16
Iowa Golf Course Superintendents A A	Golf	Membership	\$ 150.00
Iowa Law Enforcement Academy	Police	Services	\$ 175.00
Iowa One Call	Engineering/WPC	Service	\$ 261.90

Iowa Pump Works	Landfill	Supplies	\$ 4,026.87
Iowa State University Registration	Street	Training	\$ 330.00
Jasper Construction Services	Snow Removal	Supplies	\$ 300.00
Jasper County Recorder	North Central TIF	Services	\$ 134.00
JETCO Inc	Water Pollution Control	Supplies	\$ 2,862.64
Johnson Aviation	Airport	Reimb	\$ 52.78
Key Cooperative	All	Supplies	\$ 19,794.26
Klocke's Emergency Vehicles	Fire	Service	\$ 2,795.00
Language Line Services	Police	Services	\$ 37.80
Lawson Products Inc	City Garage	Supplies	\$ 61.64
Legacy Emergency Vehicles	Tort Liability RESO 2024-020	Supplies	\$ 49,505.00
Liberty Tire Services LLC	Landfill	Supplies	\$ 160.00
Lyman, Rick	Police	Services	\$ 240.00
Machin, Ed	Water Pollution Control	Services	\$ 3,850.00
Mackerman, Jennifer	Utility Billing	Refund	\$ 60.86
Magnum Automotive	Police	Services	\$ 1,812.59
Maguire Iron Inc	Water Treatment RESO 2023-254	Services	\$ 16,250.00
Martin Marietta Materials	Street	Supplies	\$ 630.85
Maxim Advertising	Landfill	Supplies	\$ 125.00
McMaster-Carr	Water Pollution Control	Supplies	\$ 622.79
Mediacom	Golf	Utility	\$ 129.95
Menards - Marshalltown	Maytag Pool/Parks	Supplies	\$ 645.08
Metering and Technology Solutions	Water Distribution	Supplies	\$ 7,652.54
Microbac Laboratories Inc	Water Treatement/WPC	Services	\$ 5,362.75
Mid-Iowa Planning Alliance	All	Membership	\$ 2,364.00
Mid-Iowa Solid Waste Equipment	Water Pollution Control	Services	\$ 93.50
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 14,392.66
MK Ventures LLC	Fire	Supplies	\$ 3,600.00
MSA Safety Sales LLC	Fire	Service	\$ 626.09
MTI Distributing Inc	All	Supplies	\$ 5,131.08
Municipal Supply Inc	Water Distribution	Supplies	\$ 968.69
NAPA Auto Parts	All	Supplies	\$ 2,504.49
News Printing Company	All	Service	\$ 946.58
NFPA	Fire	Service	\$ 175.00
Niemann Ace Hardware 650	All	Supplies	\$ 154.78
O'Halloran International	City Garage	Supplies	\$ 193.50
O'Reilly Auto Parts	Police/Water Distribution	Supplies	\$ 343.25
Parkview Animal Hospital	Animal Control	Service	\$ 3,050.00
Phelps Uniform Specialists	City Center/Fire	Service	\$ 113.25
Pitney Bowes	All	Supplies	\$ 680.54
Premier Office Equipment	Police	Services	\$ 426.12
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	Administration	Supplies	\$ 5.69
R J Thomas Mfg Co Inc	Parks	Supplies	\$ 1,232.00
Ray, Chad	Fire	Reimbursement	\$ 25.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 2,689.37
Reserve Account	Finance	Service	\$ 3,000.00
Rybo's Painting	Fire	Service	\$ 1,941.93
Sandry Fire Supply LLC	Fire	Supplies	\$ 1,202.00
Smith, Jacob & Joshua	Utility Billing	Refund	\$ 18.35
Spahn & Rose Lumber Co	All	Supplies	\$ 196.56
Streichers	Police	Supplies	\$ 88.00
Stryker Sales LLC	Fire	Supplies	\$ 383.76
Sullivan Auto Body	Tort Liability	Services	\$ 6,750.73
Superior Welding Supply	City Garage	Supplies	\$ 228.34

SWANA	Landfill	Membership	\$ 245.00
T2 Systems Inc	Police	Service	\$ 15.77
Tatman, Anthony	Police	Services	\$ 25.00
Theisen's	All	Supplies	\$ 1,709.87
TK Elevator	City Center	Service	\$ 211.89
Town & Country Sanitary Services	Water Treatment Plant	Services	\$ 380.00
Truck Equipment	Tort Liability	Service	\$ 6,000.00
Two Rivers Cooperative	All	Supplies	\$ 13,561.66
United States Cellular	Library	Service	\$ 206.43
UnityPoint Clinic-Occupational	All	Service	\$ 210.00
Van Maanen Electric Inc	Airport	Supplies	\$ 938.76
Van Meter Inc	Water Pollution Control	Supplies	\$ 671.14
Van Wall Equipment	Snow Removal	Supplies	\$ 1,071.99
Warnick Mechanical	Police	Services	\$ 226.00
Waste Solutions of Iowa	Golf	Service	\$ 179.00
Watts Technologies Inc	Utility Billing	Services	\$ 300.00
Williams Scotsman Inc	Streets	Service	\$ 650.00
Windstream Communications LLC	Water Treatment Plant	Services	\$ 637.50
Woodruff Construction LLC	2021 Sewer Bonds RESO 2022-285	Services	\$ 169,503.09
Xerox Corporation	Water Treatment Plant	Services	\$ 62.72
Ziegler Inc	Water Treatment Plant	Services	\$ 1,128.09

Grand Totals:

\$ 601,294.02

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utility	\$ 399.68
Black Hills	All	Utility	\$ 4,660.87
Edge Commercial	City Hall RESO 2024-002	Service	\$ 10,790.00
Randy Griffin	LMI Grant RESO 2024-033	Grant	\$ 7,200.00
Howe Excavating	D&D Reso 2023-337	Service	\$ 1,500.00
Signal 5 Fire Apparatus	Fire RESO 2024-031	Service	\$ 2,300.00
Pleasantville Fire District	Fire RESO 2024-031	Vehicles	\$ 55,000.00
Shane Torres/Remax	DT Grant RESO 2023-151	Grant	\$ 7,406.22
US Cellular	Water - Distribution	Utility	\$ 384.27
Windstream	All	Utility	\$ 2,692.35

Total:

\$ 92,333.39

for 2-20-24 Bills

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,635.00
Bank Iowa	All	Insurance	\$ 4,050.00
Kabel	All	Insurance	\$ 50.00
GEMT	Fire	Fees	\$ 12,906.25
Self Funded Insurance	All	Insurance	\$ 13,659.62
Payroll 1-05-24	All	Payroll	\$ 505,196.77
Payroll 1-19-24	All	Payroll	\$ 490,658.05
Mutual of Omaha	All	Insurance	\$ 4,832.98
Great Southern Bank	Golf	Fees	\$ 1,141.51
Met Life Dental	All	Insurance	\$ 11,901.28
State of Iowa	General	Sales Tax	\$ 3,208.60

Total:

\$ 1,061,240.06

City of Newton Council Report

**Item:**

Public Hearing on a resolution extending Airport Ground Lease and T-Hangar Agreement with Johnson Aviation

Summary:

Approving an extension of an Airport Ground Lease and T-Hangar Agreement with Johnson Aviation

Financial Impact:

\$300 to be paid to the City by Johnson Aviation.

Report Number: 2023-1378

Date:

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The existing fifteen (15) year Airport Ground Lease and T-Hangar Agreement with Johnson Aviation has expired and needs to be renewed. This agreement allowed for privately owned T-Hangars to be constructed and operated on Airport property. This benefited the City by avoiding the expense of building the hangars but still provided hangar space to Airport patrons.

While now recognized as the oldest hangars of the bunch, these hangars remain in good condition and have useful life remaining. It is appropriate to enter into a new lease to allow Johnson Aviation to continue to operate the structure on Airport property for another period of fifteen (15) years.

We have not experienced any significant issues with Johnson Aviation during the previous lease period. Overall, Johnson Aviation continues to provide commendable Airport services to our community.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING AIRPORT GROUND LEASE AND T-HANGAR AGREEMENT

WHEREAS, the CITY previously agreed to a thirty (30) year Airport Ground Lease and T-Hangar Agreement with Earl Johnson for a six (6) unit T-Hangar constructed on airport property as described in Exhibit A below; and

WHEREAS, the CITY then agreed to a fifteen (15) year Airport Ground Lease and T-Hangar Agreement with Johnson Aviation for the six (6) unit T-Hangar constructed on airport property as described in Exhibit A below; and

WHEREAS, said lease has expired and CITY and JOHNSON wish to enter into a new lease and T-Hangar agreement for a period of fifteen (15) years from the approval date of this agreement (expiring on February 19, 2039) for consideration in the amount of \$300.00; and

WHEREAS, the CITY will have the option, upon mutual agreement of the parties, to purchase said six (6) unit T-Hangar at appraised value at any time during the lease period or at the end of the lease period less any mortgage or encumbrance of a similar nature against the complex; and

WHEREAS, the CITY agrees to continue maintenance and repair responsibilities of the adjacent taxiway leading to the complex and JOHNSON agrees to maintain the complex in good repair; and

WHEREAS, the CITY hereby grants to JOHNSON an unlimited right of ingress and egress to the six (6) unit T-Hangar complex throughout the duration of this agreement; and

WHEREAS, JOHNSON agrees to keep the six (6) unit T-Hangar complex fully covered with insurance against damage or loss by fire or casualty, unless the option to purchase is exercised by the CITY, then the responsibility to insure falls on the CITY; and

WHEREAS, the CITY reserves the right to enter upon the premises at any reasonable time, for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or condition of this lease. This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, relative to the operation or maintenance of the Newton Municipal Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Newton Municipal Airport; and

WHEREAS, upon expiration of the term of the lease of the six (6) unit T-Hangar complex, JOHNSON, having met all obligations, shall have prior option of accepting or refusing any new lease offered by the CITY at the termination of the lease and all conditions of this lease having been met to the satisfaction of the CITY, no new lease of the premises may be entered into by the CITY with any person, firm or corporation other than JOHNSON as lessee or its successor in interest, at the termination of this lease, unless said new lease shall have first been offered to JOHNSON or its successor in interest and refused; and

WHEREAS, notice of a Public Hearing on the proposed lease and its consideration was given by publication as required by the Code of Iowa.

IN WITNESS WHEREOF, the parties have signed their names the year and day above written.

PASSED this ____ day of **February, 2024.**

APPROVED this ____ day of **February, 2024.**

(SEAL)

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

Exhibit A

Part of the Southeast Quarter of Section 2, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa described as commencing at the Northwest corner of said Southeast Quarter thence East 1248', thence South 292', thence East 205', thence South 257', thence Southwesterly on a bearing of S. 14°-58' W. a distance of 156.7', to the point of beginning, thence Southeasterly on a bearing of S. 36°-28' E. a distance of 243.6', thence Northeasterly on a bearing of N. 53°-32' E. a distance of 161', thence Northwesterly on a bearing of N. 36°-28' W. a distance of 243.6', thence Southwesterly on a bearing of S. 53°-32' W. a distance of 161' to the point of beginning, containing 0.90 acres, more or less.

Note: The property lines of this survey were based upon deeds recorded in Book 588, page 498 and Book 747, page 68 as recorded in the office of the County Recorder for Jasper County, Iowa.

AIRPORT GROUND LEASE AND T-HANGAR AGREEMENT

This Agreement, made and entered into this 19th day of February, 2024, by and between the City of Newton, Iowa (hereinafter referred to as "CITY"), and Johnson Aviation (hereinafter referred to as "JOHNSON"), witnesseth:

WHEREAS, the CITY previously agreed to a thirty (30) year Airport Ground Lease and T-Hangar Agreement with Earl Johnson for a six (6) unit T-Hangar constructed on airport property as described in Exhibit A below; and

WHEREAS, the CITY then agreed to a fifteen (15) year Airport Ground Lease and T-Hangar Agreement with Johnson Aviation for the six (6) unit T-Hangar constructed on airport property as described in Exhibit A below; and

WHEREAS, said lease has expired and CITY and JOHNSON wish to enter into a new lease and T-Hangar agreement for a period of fifteen (15) years from the approval date of this agreement (expiring on February 19, 2039) for consideration in the amount of \$300.00; and

WHEREAS, the CITY will have the option, upon mutual agreement of the parties, to purchase said six (6) unit T-Hangar at appraised value at any time during the lease period or at the end of the lease period less any mortgage or encumbrance of a similar nature against the complex; and

WHEREAS, the CITY agrees to continue maintenance and repair responsibilities of the adjacent taxiway leading to the complex and JOHNSON agrees to maintain the complex in good repair; and

WHEREAS, the CITY hereby grants to JOHNSON an unlimited right of ingress and egress to the six (6) unit T-Hangar complex throughout the duration of this agreement; and

WHEREAS, JOHNSON agrees to keep the six (6) unit T-Hangar complex fully covered with insurance against damage or loss by fire or casualty, unless the option to purchase is exercised by the CITY, then the responsibility to insure falls on the CITY; and

WHEREAS, the CITY reserves the right to enter upon the premises at any reasonable time, for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or condition of this lease. This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, relative to the operation or maintenance of the Newton Municipal Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Newton Municipal Airport; and

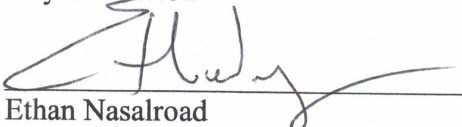
WHEREAS, upon expiration of the term of the lease of the six (6) unit T-Hangar complex, JOHNSON, having met all obligations, shall have prior option of accepting or refusing any new lease offered by the CITY at the termination of the lease and all conditions of this lease having been met to the satisfaction of the CITY, no new lease of the premises may be entered

into by the CITY with any person, firm or corporation other than JOHNSON as lessee or its successor in interest, at the termination of this lease, unless said new lease shall have first been offered to JOHNSON or its successor in interest and refused; and

WHEREAS, notice of a Public Hearing on the proposed lease and its consideration was given by publication as required by the Code of Iowa.

IN WITNESS WHEREOF, the parties have signed their names the year and day below written.

Evelyn George, Mayor
City of Newton



Ethan Nasalroad
Johnson Aviation

Date

Date

11/11/24

Exhibit A

Part of the Southeast Quarter of Section 2, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa described as commencing at the Northwest corner of said Southeast Quarter thence East 1248', thence South 292', thence East 205', thence South 257', thence Southwesterly on a bearing of S. 14°-58' W. a distance of 156.7', to the point of beginning, thence Southeasterly on a bearing of S. 36°-28' E. a distance of 243.6', thence Northeasterly on a bearing of N. 53°-32' E. a distance of 161', thence Northwesterly on a bearing of N. 36°-28' W. a distance of 243.6', thence Southwesterly on a bearing of S. 53°-32' W. a distance of 161' to the point of beginning, containing 0.90 acres, more or less.

Note: The property lines of this survey were based upon deeds recorded in Book 588, page 498 and Book 747, page 68 as recorded in the office of the County Recorder for Jasper County, Iowa.

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 51, Transported Waste; Waste Haulers and Chapter 52: Sewers and increasing the rates by Five percent each year for Five years, effective July 1 each year 2024-2028

Summary:

Updating department title and language to reflect Utilities Department, simplifying sanitary sewer rate structure and adjusting rates for next five years.

Financial Impact:

An estimated annual increase in Water Pollution Control revenue of \$168,077 in FY2025.

Report Number: 2024-67**Date:**

February 19, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

At the November 21, 2022 city council meeting the Newton City Council approved a reorganization by splitting Public Works into two separate departments creating a new Utilities Department. This requires numerous language and title changes throughout the Newton Code of Ordinances to Chapters 51 and 52, in addition to these changes, staff is simplifying and recommending changes to the fee and rate schedules.

The Hauler disposal fee and sanitary sewer rates need to be increased each year to keep pace with increasing operating costs, as well as infrastructure replacement, repairs, capital projects, capital equipment, capital expansion and continuing to fund the I&I program. A five percent hauler disposal fee and sanitary sewer rate increase is proposed each year for five years effective July 1, 2024-2028. This is the same rate increase that occurred in 2015-2017 and 2019-2023. Small rate increases done periodically to keep up with inflation, help to avoid a large rate increase at a later date. Monthly minimum charge includes 200 cubic feet of wastewater per month, the proposed increase would change the monthly minimum from \$15.15 to \$15.91. The volumetric rate for 100 cubic feet would change from \$4.88 to \$5.12

How would the proposed 5% rate increase effect residents in FY2024?

- Monthly minimum charge includes 200 cubic feet of wastewater per month, the proposed increase would change the monthly minimum from \$15.15 to \$15.91, a change of \$0.76 per month.
- An average household using 600 cubic feet per month, the proposed rate adjustment would increase the sewer fee from \$34.67 to \$36.39 an increase of \$1.72 per month.

Recommendation:

Approval of the Ordinance updating title changes, simplifying fee schedule and increasing rates to hauler disposal fees and sanitary sewer rates by 5% each year for five years. If adopted, the rate would go into effect on July 1, 2024-2028.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE V, CHAPTER 51, TRANSPORTED WASTE; WASTE HAULERS AND CHAPTER 52: SEWERS AND INCREASING THE RATES BY FIVE PERCENT EACH YEAR FOR FIVE YEARS, EFFECTIVE JULY 1 EACH YEAR 2024-2028

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, IOWA:

Section 1. Title V, Chapter 51and Chapter 52, are hereby amended by adding or ~~deleting~~ the following:

§ 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DIRECTOR. The Director of ~~Public Works~~Utilities or his or her authorized representatives.

GREASE TRAP WASTES. Grease solids collected from a device used to trap grease resulting from food preparation.

INDUSTRIAL WASTE. The waste from industrial users.

MUDPIT WASTE. Any waste collected in a properly designed interceptor (clarifier) that handles wastes from private or public wash rack or floor slabs used for cleaning or drying of vehicles or machinery.

PUBLICLY-OWNED TREATMENT WORKS (POTW). A treatment works as defined by § 212 of the Clean Water Act, owned by the city. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of wastewater or industrial wastes of a liquid nature, or that convey wastewater to the wastewater treatment plant, regardless of ownership.

SEPTAGE WASTE. Human excreta, water, scum, septage and food waste from public and private wastewater disposal systems, or holding tanks; impervious vaults, portable or chemical toilets.

WASTE. In general, septage wastes.

WASTE HAULER. A person or firm engaged in the business of cleaning or disposing of waste from public or private waste facilities, including a person or firm that owns and rents or leases portable toilets.

(2011 Code, § 24.1101) (Ord. 2255, passed 8-3-2015)

§ 51.07 DISPOSAL FEE.

When wastes are disposed of at the city treatment facilities, a treatment and disposal fee shall be set per unit of volume of hauled waste. This fee shall be equal to the calculated cost of treatment and disposal and as initially set in this chapter and as may be adjusted in the future by [Ch. 52](#) of this code of ordinances.

Volume charge	Flow charge/1,000 gal/1,000	\$0.00537
BOD charge	24,100-200=23,900*8.34/1MILL*\$/#	\$0.09276
TSS charge	42,000-240=41,760*8.34/1MILL*\$/#	\$0.18062
NH3 charge	1,650-50=1,600*8.34/1MILL*\$/#	\$0.05312
Total charge per gallon disposed	-	\$0.33188
Grease trap waste		
Disposal cost for inside city limits	Total cost per 100 gallons disposed	\$0.6051063.54
	Total cost per 1,000 gallons	\$497.81543
Disposal cost for outside city limits (1.5)	Total cost per 100 gallons disposed	\$0.9076595.30
	Total Cost per 1,000 Gallons	\$746.72315
Minimum charge for grease trap waste per load	City=100 gallons	\$60.51\$63.54
	Out-of-town=100 gallons*1.5	\$90.77\$95.30
Septage waste		
Disposal cost for inside city limits	Total cost per 100 gallons disposed	\$0.40334042.36

	Total cost per 1,000 gallons disposed	\$331.87695
Disposal cost for outside city limits (1.5)	Total cost per 100 gallons	\$0.4978263.54
	Total cost per 1,000 gallons	\$497.81543
Minimum charge per load	City=100 gallons	\$33.1877042.36
	Out-of-town=100 gallons*1.5	\$49.7815463.54
NOTE TO TABLE: All loads shall be charged for full load quantities. There shall be no partial load charges.		

(2011 Code, § 24.1108) (Ord. 2194, passed 8-1-2012; Ord. 2250, passed 7-6-2015; Ord. 2275, passed 11-8-2016; Ord. 2307, passed 7-3-2017; Ord. 2355, passed 2-18-2019)

CHAPTER 52: SEWERS

Section

~~52.123 annual notice to users~~

General provisions

§ 52.001 definitions.

for the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) federal government.

administrator. The administrator of the U.S. environmental protection agency.

federal act. The federal water pollution control act (33 U.S.C. §§ 1251 et seq.) As amended by the federal water pollution control act amendments of 1972 (pub. Law no. 92-500 and pub. Law no. 93-243), and any other amendments to said public laws.

federal grant. The U.S. government participation in the financing of the construction of treatment works as provided for by title ii, grants for construction of treatment works of the act, and implementing regulations.

(2011 code, § 24.0202)

(b) state government.

director. The director of the Iowa Department of Natural Resources.

state act. Iowa code Ch. 445b.

state grant. The state of Iowa participation on the financing of the construction of treatment works as provided for by the code of Iowa.

(2011 code, § 24.0203)

(c) local government.

authorized city representative. The city administrator or a designated representative.

city. The city of newton.

ordinance. This chapter or any amendment thereto.

(2011 code, § 24.0204)

(d) general.

NPDES permit. Any permit or equivalent document or requirements issued by the administrator, or, where appropriate by the director after enactment of the federal water pollution control amendments of 1972, to regulate the discharge of pollutants pursuant to § 402 of the federal act.

(2011 code, § 24.0206)

person. Any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

(2011 code, § 24.0205)

(e) clarification of word usage.

may. The act referred to is permissible.

shall. The act referred to is mandatory.

(2011 code, § 24.0207)

(f) wastewater and its characteristics.

bod (biochemical oxygen demand). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

effluent criteria. Defined in any applicable NPDES permit.

floatable oil. Oil fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pre-treatment facility. A wastewater shall be considered free of floatable fat if it is properly pre-treated and the wastewater does not interfere with the collection system.

garbage. Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

industrial waste. Any liquid, solid or gaseous substance discharged, permitted to flow or escaping from any industrial manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

major contributing industry. An industrial user of the publicly-owned treatment works that:

(a)

Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown

Wastewater;

Has a flow of 50,000 gallons or more per average work day;

(b)

Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the publicly owned

Treatment works;

Has a flow greater than 10% of the flow carried by the municipal system receiving the waste;

(c) has in its waste a toxic pollutant in toxic amounts as defined in standards issued under § 307(a) of the federal act; or

(d) is subject to categorical pretreatment standards under 40 cfr 403.6 and 40 cfr chapter i, subchapter n; or is found by the permit issuance authority, in connection with the issuance of the npdes permit to the publicly-owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

(e) is found by the permit issuance authority, in connection with the issuance of the npdes permit to the publicly-owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

milligrams per liter. A unit of the concentration of water or wastewater constituent. It is 0.001 g of the constituent in 1,000 ml of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and wastewater analysis.

ph. The logarithms (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in standard methods.

population equivalent. Used to evaluate the impact of industrial or other waste on a treatment works or stream. One population equivalent is 100 gallons of sewage per day, containing 0.17 pounds (200 mg/l) of bod, 0.20 pounds (240 mg/l) of suspended solids, and 0.04 pounds (50 mg/l) of ammonia-nitrogen ($\text{nh}_3\text{-n}$).

ppm. Parts per million by weight.

properly shredded garbage. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

sewage. Used interchangeably with wastewater.

slug. Any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

standard methods. The examination and analytical procedures set forth in the most recent edition of standard methods for the examination of water and wastewater, published jointly by the American public health association, the American water works association and the water environment federation.

suspended solids. Solids that either float on the surface of, or are in suspension in, water, sewage or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in standard methods.

unpolluted water. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

wastewater. The spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

water quality standards. Defined in the Iowa administrative code Ch. 16.

(2011 code, § 24.0208)

(g) sewer types and appurtenances.

building drain. The part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning two feet outside the building wall.

building sewer. The extension from the building drain to the public sewer or other place of disposal.

combined sewer. A sewer which is designed and intended to receive wastewater, storm, surface and ground water drainage.

easement. An acquired legal right for the specific use of land owned by others.

public sewer. A sewer provided by or subject to the jurisdiction of the city. It shall also include sewers within or outside the corporate boundary that serve one or more persons and ultimately discharge into the city sanitary sewers, even though those sewers may not have been constructed with city funds.

sanitary sewer. A sewer that conveys sewage or industrial wastes or a combination of both, and into which storm, surface and ground waters or unpolluted industrial wastes are not intentionally admitted.

sewer. A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

sewerage. The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

storm sewer. A sewer that carries storm, surface and ground water drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

storm water runoff. The portion of the precipitation that is drained into the sewers.

(2011 code, § 24.0209)

(h) treatment.

pre-treatment. The treatment of wastewater from sources before introduction into the wastewater treatment works.

wastewater facilities. The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

(2011 code, § 24.0211)

wastewater treatment works. An arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or wastewater treatment plant or pollution control plant.

(2011 code, § 24.0210)

(i) watercourse and connections.

natural outlet. Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

watercourse. A channel in which a flow of water occurs, either continuously or intermittently.

(2011 code, § 24.0212)

(j) user types.

control manhole. A structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a control manhole is to provide access for the authorized city representative to sample and/or measure discharges.

industrial user.

(a) any non-governmental user of publicly-owned treatment works identified in the standard industrial classification manual, 1972, office of management and budget, as amended and supplemented, under the following divisions:

1. Division a - agriculture, forestry and fishing;
2. Division b - mining;
3. Division d - manufacturing;
4. Division e - transportation, communications, electric, gas and sanitary services; and
5. Division i - services.

(b) a user in the divisions listed may be excluded if it is determined by the authorized city representative that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences.

residential, commercial, non-industrial user. Any user of the treatment works not classified as an industrial user or excluded as an industrial user as provided for in this section.

user class. The type of user either “residential or commercial (non-industrial)” or “industrial”, as defined herein.

(2011 code, § 24.0213)

(k) types of charges.

basic user charge. The basic assessment levied on all users of the public sewer system.

~~—local capital financing charge. The amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond and the like) outstanding.~~

replacement. Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

sewer and wastewater fund. The principal accounting designation for all revenues received in the operation of the sewerage system and wastewater treatment works.

surcharge. The assessment in addition to the basic user charge ~~and debt service charge~~ which is levied on those persons whose wastes are greater in strength than the concentration values established in §§ 52.045 through 52.055 of this chapter.

useful life. The estimated period during which the collection system and/or treatment works will be operated.

user charge. A charge levied on users of treatment works for the cost of operation and maintenance including replacement.

wastewater service charge. The charge per quarter or month levied on all users of the wastewater facilities. The service charge shall be computed as outlined in §§ 52.070 through 52.076 of this chapter and shall consist of a total of the basic user charge, ~~the local capital financing charge~~ and a surcharge, if applicable.

(2011 code, § 24.0214)

§ 52.045 prohibited discharge; removal ~~districts~~.

(a) prohibited discharge.

(1) general. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, including interior and exterior foundation drains, uncontaminated commercial or industrial cooling water or unpolluted industrial process waters to any sanitary sewer.

(2) sump pump inspection program. All improved properties that will have recorded at the county recorder's office a transfer of title or a change in the possessor of the property shall, within 90 days of the aforementioned, allow the city to conduct a sump pump inspection in accordance with the rules and regulations as established by the city council by resolution. Enforcement of the sump pump inspection program shall be by municipal infraction.

(b) removal ~~districts~~.

(1) purpose. The purpose is to eliminate prohibited discharge as defined in division (a) above from entering the sanitary sewer system by the establishment of a limited financial assistance payment to sanitary sewer system customers that make improvements that eliminate or decrease prohibited discharges to the sanitary sewer system ~~within a specified period of time, and to establish an additional monthly fee for sanitary sewer system customers within established districts that fail to schedule a city inspection or make approved improvements within a specified period of time following the establishment of a district.~~

(2) definitions. For the purpose of this division (b), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

qualified contractor. A contractor that has a current state contractor license for the type of work the contractor is performing for the prohibited discharge removal program. The city building official shall have the final determination to whether the contractor has the proper license(s) to perform the work.

sanitary sewer customer. The owner of any building or structure, including all residential, commercial, industrial and government buildings or structures, with plumbing that is connected to the city's sanitary sewer collection system.

~~— (3) applicability. Except as provided in divisions (b)(7) and (b)(8) below, the provisions of this division (b) shall be applicable only within the boundaries of a district established under this division (b).~~

~~— (4) districts. The prohibited discharge removal districts established under this chapter include:~~

~~—(a) prohibited discharge removal district 1, having an established date of 8-1-2011, shall consist of the properties with the following addresses: 100 through 200 block of w 7th street s, 100 through 400 block of w 8th street s, 100 through 400 block of w 9th street s, 200 through 400 block of w 10th street s, 100 through 200 block of w 9th street n, 400 through 800 block of n 2nd avenue w, 400 through 1100 block of 1st avenue w, 500 through 1000 block of s 2nd avenue w, 500 through 700 block of s 3rd avenue w, 500 through 700 block of s 4th avenue w and 600 through 1100 block of s 5th avenue w;~~

~~—(b) prohibited discharge removal district 2, having an established date of 8-1-2012, shall consist of the properties with the following addresses: 1500 through 1800 block of e 5th street n, 1100 through 1400 block of e 8th street n, 1100 through 1200 block of e 10th street n, 1000 through 1400 block of e 12th street n, 400 through 900 block of e 12th street pi n, 400 through 900 block of e 13th street n, 400 through 1200 block of e 14th street n, 600 through 900 block of e 15th street n, 600 through 900 block of e 16th street n, 1100 through 1800 block of e 19th street n, 1200 through 1600 block of n 6th avenue e, 1400 block of n 7th avenue e, 1200 through 1500 block of n 8th avenue e, 1400 block of n 8th avenue pl e, 1200 through 1500 block of n 9th avenue pi e, 1000 through 1800 block of n 11th avenue e, 1000 through 1800 block of n 13th avenue e, 500 through 1800 block of n 15th avenue e and 500 through 1800 block of n 19th avenue e; and~~

~~—(c) a map of prohibited discharge removal districts is on file at city hall.~~

~~—(5) removal of prohibited discharge required. All direct or indirect prohibited discharges as defined in division (a) above within the established district shall be disconnected from the sanitary sewer system or remedied to prevent discharge into the sanitary sewer system within the later of either 18 months after the establishment of the district in which said prohibited discharge is located or six months after the date of the city approved system plan. Disconnection shall mean removal of any direct or indirect connection to the sanitary sewer system, including connections to the sanitary sewer service line, connections to a sanitary sewer floor drain or similar plumbing fixture that would allow prohibited discharge to enter the sanitary sewer system.~~

(6) financial assistance for removal.

(a) any sanitary sewer system customer completing the removal of a prohibited discharge as defined in division (a) above which has been identified as such by an agent of the city prior to commencement of removal, shall under the provisions of this division (b) be entitled to a financial assistance payment from the city not to exceed \$3,000 of actual costs incurred for said removal. The allowable financial assistance payment shall be 50% of the actual labor and material cost, not to exceed \$1,000 for each of any of the following:

1. Installation of a sump pump including drain tile, discharge rigid piping and electrical outlet.
2. Removal of a prohibited discharge including rain gutter downspouts, exterior area drains, foundation drains and prohibited sump pump connections.
3. Removal and replacement of a faulty sewer service lateral.

~~The allowable financial assistance payment shall be adjusted each year on july 1 by the percentage change in the cpi-u for the most recent 12-month period available. If the cpi-u is negative, no change in the allowable financial assistance payment will be made.~~ Financial assistance shall be subject to compliance with provisions of this chapter for an approved removal procedure. The sanitary sewer customer shall provide receipts and documentation for the reimbursement of labor and materials.

~~—(b) to qualify for the financial assistance for property in an established district, the approved removal procedure must be completed and the sanitary sewer system customer must make written application to the city for the financial assistance within the later of either 18 months after the date the district in which the property is located is established or six months after the date of the city-approved system plan. To qualify for the financial assistance for property not in an established district, the approved removal procedure must be completed and the sanitary sewer system customer must make written application to the city for the financial assistance within 12 months of the city-approved system plan.~~

~~—(7) removal outside of an established district. Any sanitary sewer customer located outside an established district shall be entitled to the financial assistance for removal under division (b)(6) above if the customer completes an approved removal procedure. Due to the unknown volume of response from sanitary customers outside of establish districts, established districts will have first priority of staff resources for scheduling inspections.~~

(8) approved removal procedure. The approved removal procedure for a direct or indirect prohibited discharge to the sanitary sewer system for purposes of the financial assistance under this chapter must fully comply with the following:

(a) prior inspection. Prior to any work on the prohibited discharge removal, the existing conditions must be inspected by the city. The sanitary sewer system customer shall be responsible to schedule the inspection. ~~Due to the unknown volume of response from sanitary customers outside of established districts, established districts will have first priority of staff resources for scheduling inspections.~~

(b) approved system. An approved system for the prohibited discharge removal must be used. The approved system shall consist of improvements that will eliminate or decrease prohibited discharges to the sanitary sewer system. ~~And may include the installation of drain tile and/or a sump pump and sump pit that discharges to an approved yard or storm sewer location.~~ The sanitary sewer customer will submit an improvement plan to the city for approval.

(c) application for permit. If any of the improvements that are part of the approved system require a permit, the sanitary sewer customer or sanitary sewer customer's contractor shall apply for a permit and the city will waive the permit fee(s).

(d) plugging of existing connection. Any direct or indirect connection between a foundation drain and the sanitary sewer system of the building shall be permanently plugged.

(e) floor drain connection prohibited. The new system shall be installed in such a manner that direct flow from the prohibited discharge to a floor drain shall not be possible.

(f) piping from sump pump to outside of the building. Piping from sump pump to outside of the building shall be rigid pipe to prevent easy disconnection and rerouting to the sanitary sewer or floor drain in the future

(g) post-construction inspection. The installation of the new system and associated facilities work shall be inspected by the city. The sanitary sewer customer shall be responsible to schedule the post-construction inspection.

(9) conditions of financial assistance payment. Any sanitary sewer customer requesting the financial assistance participation under this division (b) must be the owner of the property and, as a condition of the assistance, must agree in writing to the following.

(a) maintenance and repair. The property owner shall maintain and timely complete any repairs or replacement of the approved system.

(b) discharge modifications prohibited. The property owner shall agree not to modify an approved system in any manner that would directly or indirectly contribute to prohibited discharge flow to the sanitary sewer system.

(c) inspection. If there is reason to believe that the approved system has been modified or has not been maintained, the city may, with reasonable notice, inspect the property including the basement. ~~If the sanitary sewer customer fails to allow for an inspection within 30 days, the property shall be subject to the non-compliance fee provisions under this division (b).~~

~~—(d) non-compliance fee for prohibited discharge. The sanitary sewer customer shall agree to be subject to the provisions of this division (b) regarding the user fee for a prohibited discharge in the event the sanitary sewer customer fails to repair or replace the approved system or to cure any prohibited modifications of the system within 30 days following notice by the city.~~

~~—(e) agreement runs with the land. The sanitary sewer customer shall agree that the requirements of this division (b) shall run with the land and such agreement may be recorded by the city in the office of the county recorder.~~

~~—(10) rebuttable presumption. There is a presumption that all sanitary sewer customers within the district have prohibited discharge to the sanitary sewer system. Effective three months after the establishment of the district, all properties within the district that have not scheduled a city inspection shall be presumed to have a prohibited discharge for the purpose of this division (b). Effective the later of either 18 months after the establishment of the district or six months after the date of the city approved system plan, all properties within the district that have not completed an approved removal procedure or other equivalent removal procedure inspected and documented by the city shall be presumed to have a prohibited discharge for purposes of this division (b).~~

(11) non-compliance fee for prohibited discharge. Any sanitary sewer customer ~~within an established district who has not scheduled a city inspection within three months after the establishment of the district and any sanitary sewer customer within an established district with a direct or indirect prohibited discharge to the sanitary sewer remaining in place the later of either 18 months after the establishment of the district or six months after the date of the city approved system plan,~~ shall be subject to a monthly fee of \$65 for the extraneous flow, or potential extraneous flow, contributed to the sanitary sewer system. The fee will be in addition to all other sanitary sewer user charges. ~~The later of either two years after the establishment of the district or 12 months after the date of the city approved system plan, the sanitary sewer customer shall be subject to an increased monthly non-compliance fee of \$125.~~

~~—(12) refund of non-compliance fee. Any sanitary sewer customer subject to the non-compliance fee under this chapter may request the city to inspect the sanitary sewer service. If the city determines there was no direct or indirect prohibited discharge as of the date of establishment of the district, the city shall refund all non-compliance fee payments collected. In the event the city determines prohibited discharge removal was completed and the prohibited discharge no longer exists, the city shall discontinue the imposition of the non-compliance fees for that sanitary sewer customer and shall refund previous non-compliance fee payments. Such refund shall be limited to the number of monthly payments made or three months, whichever is less.~~

(13) inspection and notice. If there is reason to believe that a prohibited discharge is occurring, the city may, with reasonable notice, conduct periodic inspection of properties to confirm there are no direct or indirect prohibited discharges to the sanitary sewer system. If the sanitary sewer customer fails to allow for an inspection within 30 days, the property shall be subject to the non-compliance fee provisions under this chapter. If during an inspection the city determines there is a direct or indirect prohibited discharge as a result of a modification of the system to allow for a direct or indirect prohibited discharge, failure to maintain or replace a failed sump pump that would allow an indirect or direct connection to the sanitary sewer system, or such other cause as may allow a direct or indirect connection, the city shall provide the sanitary sewer customer a written notice. The sanitary sewer customer shall be provided 30 days to cure the defect and to arrange for a re-inspection by the city. If, at the end of 30 days, the direct or indirect connection has not been inspected and determined to have been removed, the property shall be subject to the non-compliance fee provisions under this chapter. The non-compliance fee shall continue until such time as the city determines through inspection the direct or indirect prohibited discharge no longer exists.

~~—(14) extension of deadlines. Due to unforeseen circumstances that may be encountered during the program's various stages, the following extension of time will granted for the deadlines described in divisions (b)(5), (b)(6), (b)(9) and (b)(10) above:~~

~~—(a) an extension of time shall be granted for a change in property ownership due to death of the owner(s) or foreclosure of the property. In such cases, the new owner will have six months to be in compliance upon taking ownership.~~

~~—(b) the removal of prohibited discharges for property in district #1 shall be completed by the later of either 6-1-2013 or six months after the date of the city approved system plan. The sanitary sewer customer will be subject to the \$50 monthly non-compliance fee for any direct or indirect prohibited discharge remaining in place after the later of either 6-1-2013 or six months after the date of the city approved system plan.~~

(2011 code, § 24.0401) (ord. 2178, passed 8-1-2011; ord. 2229, passed 4-7-2014; ord. 2359, passed 4-2-2019)

Wastewater service charges

§ 52.070 basis for charges.

the wastewater service charge for the use of and for service supplied by the wastewater facilities of the city shall consist of a basic user charge for operation and maintenance plus replacement ~~and local capital financing charge~~ and a surcharge, if applicable.

~~—(a) local capital financing charge. The local capital financing charge portion of the sewer user charge shall be computed by dividing five-eighths or 62.5% of the annual debt service and other local capital financing costs by the water usage and recorded by water meters and/or sewage meters for wastes having normal domestic wastewater concentrations. In addition, one-eighth or~~

~~12.5% of the annual debt service and other local capital financing costs shall be divided by the number of connections to the sewer system. These two portions shall be combined with the basic user charge. The remaining one-fourth or 25% of the capital cost of the system shall be raised through property taxation or any other legal means afforded the city at the option of the city council.~~

- (b) basic user charge.
 - (1) the basic user charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal domestic wastewater concentrations:
 - (a) a five-day, 20°c biochemical oxygen demand (bod) of 200 mg/l;
 - (b) a suspended solids (ss) content of 240 mg/l; and
 - (c) an ammonia-nitrogen (nh3-n) content of 50 mg/l.

~~—(2) it shall consist of operation and maintenance costs, plus replacement and shall be computed as follows:~~

- ~~—(a) estimate wastewater characteristics by volume, pounds of ss, pounds of bod, pounds of nh3-n to be treated and customer bills to be sent;~~
- ~~—(b) estimate the projected annual revenue required to operate and maintain the wastewater facilities including a replacement fund for the year for all works categories;~~
- ~~—(c) proportion the estimated costs to wastewater facility categories by volume, ss, bod, ammonia-nitrogen (nh3-n) and customer;~~
- ~~—(d) develop unit rates for volume, bod, ss and nh3-n by dividing estimated costs in division (b)(2)(c) above by estimated wastewater characteristics in division (b)(2)(a) above;~~
- ~~—(e) compute costs per 100 cubic feet for normal domestic wastewater; and~~
- ~~—(f) compute surcharge factor for multiplying time costs per 100 cubic feet for bod, ss and nh3-n in excess of normal domestic wastewater.~~

(2011 code, § 24.0701)

§ 52.075 unit rates established.

unit rates for wastewater service shall be assessed to all customers and users of the wastewater facilities as described hereinafter, ~~in accordance with the wastewater rate study and sewer use ordinance, by stanley consultants, inc., dated july 1983, which is on file at the city's water pollution control plant, at 1915 east 5th street south, newton, iowa 50208.~~

~~—(a) local capital financing charge.~~

-	
Ammonia-nitrogen	\$ 1.523 per pound
Bod	\$ 0.200 per pound
Customer	\$ 3.321 per bill
Suspended solids	\$ 0.200 per pound
Volume	\$ 0.921 per 100 cu. Ft. Or \$ 1.072 per 1,000 gallons
-	

(ba) basic user charge.
Each contributor of normal domestic wastewater shall pay a basic user charge rate for operation and maintenance, including replacement and sewer revenue bond debt service, of \$15.91 for the first 200 cubic feet of water and \$5.12 for each 100 cubic feet of water thereafter as determined in section 52.075. Regardless of the charge as calculated, each contributor shall pay a minimum monthly charge of \$15.91.

Ammonia-nitrogen	\$ 3.317 per pound
Bod	\$ 0.366 per pound

Customer	\$ 2.069 per bill
Suspended solids	\$ 0.431 per pound
Volume	\$ 0.801 per 100 cu. Ft. Or \$ 1.072 per 1,000 gallons

~~(cb) wastewater service charges based on the addition of the local capital financing charge and the basic user charge.~~

Ammonia-nitrogen	\$ 4.84 per pound
Bod	\$ 0.565 per pound
Customer	\$ 5.390 per bill
Suspended solids	\$ 0.63 per pound
Volume	\$ 1.722 per 100 cu. Ft. Or \$ 2.300 per 1,000 gallons

~~—(d) normal domestic wastewater. The wastewater service charge for normal domestic wastewater shall be \$ 4.88 per 100 cubic feet or \$ 6.51 per 1,000 gallons, plus \$ 5.39 per bill for customer charge. This rate combines unit rates for volume, bod, suspended solids and ammonia-nitrogen.—~~

~~(e) minimum charge. A minimum charge shall be \$ 15.15 per customer for each month or fraction thereof. This minimum charge includes unit rates and customer charge for up to a minimum quantity of 200 cubic feet per month for normal domestic wastewater.~~

(2)

(f) surcharge factor. A surcharge factor shall be levied for the following customers whose wastewaters exceed normal domestic wastewater:

Customer type	Surcharge factor
Bakeries	1.4
Car washes	1.3
Correctional facilities	1.4
Laundry, including industrial laundries, commercial laundries and laundromatic	1.2
Nursing homes	1.6
Restaurants, including quick serve and sit-down types	1.6
<u>Excessive load wastewater</u>	<u>1.6</u>

(g) sewer connection charge.

(1) inspection fee: as determined by the city plumbing code; and

(2) capital cost recovery fee: \$200 per single-family equivalent. The connection fee to be paid for each sanitary sewer service connection to this main shall be calculated in the same manner as set forth in § 52.076(d) and (e) of this chapter. The single-family equivalent for each type of use shall be the same as set forth in § 52.076(f) of this chapter. The connection fee shall be paid to the city before connection is allowed to the public sewer main.

(2011 code, § 24.0706) (ord. 1918, passed 10-15-1998; ord. 2180, passed 10-1-2011; ord. 2182, passed 5-1-2012; ord. 2250, passed 7-6-2015; ord. 2275, passed 11-8-2016; ord. 2307, passed 7-3-2017; ord. 2355, passed 2-18-2019)

§ 52.100 southeast interchange sanitary sewer improvements phases 1 and 2 district.

(a) boundaries. The southeast interchange sanitary sewer improvements phase 1 and 2 connection fee district shall be all areas tributary to the southeast interchange sanitary sewer phase 1 and 2 district. The tributary area is all land able to be served by the southeast interchange sanitary sewer improvements phase 1 and 2 district which is generally located at a point beginning on south 13th avenue east abutting 30-acre park, thence east to SE ~~beltinebeltline~~ road, thence southeasterly following se ~~beltinebeltline~~ road to the point where se ~~beltinebeltline~~ road begins to curve from eastbound to southbound, thence northwesterly to the intersection of south 9th avenue east and east 36th street south, thence north quite reaching 1st avenue east, thence west passing across se ~~beltinebeltline~~ road, thence south to the point of beginning. Below is exhibit a, a map dated 8-1-2000 and shows the southeast interchange sanitary sewer improvements phases 1 and 2 district boundaries.

(a) north of south 9th avenue east and SE ~~beltinebeltline~~ road; or

(b) north of south 13th avenue east, west of SE ~~beltinebeltline~~ road and south of south 9th avenue east.

(2) the above referenced exhibit a, a map dated 8-1-2000, which shows the southeast interchange sanitary sewer improvements phases 1 and 2 district boundaries also shows the general area which is exempted from the connection fee.

(2011 code, § 24.1002)

§ 52.101 southeast interchange sanitary sewer improvements phase 3 district.

(a) boundaries. The southeast interchange sanitary sewer improvements phase 3 connection fee district shall be all areas tributary to the southeast interchange sanitary sewer phase 3 district. The tributary area is all land able to be served by the southeast interchange sanitary sewer improvements phase 3 district which is generally located at a point beginning on south 13th avenue east abutting 30-acre park, thence east to SE ~~beltinebeltline~~ road, thence southeasterly following se ~~beltinebeltline~~ road to the i-80 westbound on ramp, thence following the i-80 westbound on ramp i-80, thence northwesterly to the point of beginning. Below is exhibit a, a map dated 8-1-2000 and shows the southeast interchange sanitary sewer improvements phase 3 district boundaries.

Billing and payment

§ 52.122 charges reviewed.

the wastewater service charges shall be reviewed periodically (at least every two years) and adjusted as appropriate to ensure that said charges generate sufficient funds for operation, maintenance and replacement of the sewerage system and wastewater treatment works and local capital financing requirements.

(2011 code, § 24.0809)

~~§ 52.123 annual notice to users.~~

~~—the city shall notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation, maintenance, including replacement of the sewerage system, and wastewater treatment works.~~

~~(2011 code, § 24.0810)~~

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on July 1, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract to Northway Well Corporation for Jordan Well maintenance

Summary:

approving a contract for Jordan Well maintenance & televising

Financial Impact:

\$193,800.00 from Water Enterprise Funds

Report Number: 2024-72**Date:**

February 19, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

Water wells require periodic maintenance, this maintenance is typically completed by Water Treatment Staff on the alluvial (shallow wells) however, Newton Water Treatment does not have the equipment, tools or resources to complete the maintenance on the Jordan Well (Deep Well). This type of maintenance is recommended every 20 years and this well has been in service for 24 years.

The Jordan Well is currently not producing as well as it should. The single Jordan Well produces approximately forty-five percent of the water we produce. The Iowa DNR Water Supply Engineer, as well as our own contracted water/wastewater engineer recommends maintenance be completed on the existing Jordan Well, as it is 4 years beyond recommended maintenance intervals.

This well maintenance project includes:

Mobilization/Demobilization, Mechanically Brush Clean Casing, Acid Development of Well, Video Inspect Well, Re-Install Pump and Disinfection of the well. This project has a completion date of April 15, 2024.

Fox/Strand Engineering placed a request for proposal out on January 23, 2024 to three qualified well contractors, with quotes being opened on February 2, 2024 by the City of Newton Utilities Director.

The following quotes were received:

Northway Well Corp.	\$193,800.00
Grosch Irrigation Co.	No, Bid
Gingerich Well & Pump	No Bid

Recommendation:

Award contract to Northway Well Corporation of Marion Iowa in the amount of \$193,800.00 for maintenance of the existing Jordan Well, as described above. This project will be paid from water enterprise funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION AWARDING CONTRACT TO NORTHWAY WELL CORPORATION FOR JORDAN WELL MAINTENANCE

WHEREAS, Water wells require periodic maintenance, this maintenance is generally completed by Water Treatment Staff on the alluvial (shallow wells); and

WHEREAS, Newton Water Treatment does not have the equipment, tools or resources to complete the maintenance on the Jordan Well (Deep Well); and

WHEREAS, this type of maintenance is recommended every 20 years and this well has been in service for 24 years; and

WHEREAS, the Jordan Well is currently not producing as well as it should; and

WHEREAS, the Iowa DNR Water Supply Engineer, as well as our own contracted water/wastewater engineer recommends maintenance be completed on the existing Jordan Well, as it is 4 years beyond recommended maintenance intervals; and

WHEREAS, this well maintenance project includes Mobilization/Demobilization, Mechanically Brush Clean Casing, Acid Development of Well, Video Inspect Well, Re-Install Pump and Disinfection of the well; and

WHEREAS, Fox/Strand Engineering placed a request for proposal out on January 23, 2024 to three qualified well contractors, with quotes being opened on February 2, 2024 by the City of Newton Utilities Director; and

WHEREAS, Northway Well Corporation was the lowest, responsive, responsible bidder, with a quote of \$193,800.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa the contract be awarded to Northway Well Corporation of Marion Iowa in the amount of (One-Hundred & Ninety-Three Thousand, Eight Hundred Dollars and Zero Cents) \$193,800.00 for the maintenance of the Jordan Well, to be paid from Water Enterprise Funds.

PASSED this _____day of February 2024.

APPROVED this _____ day of February 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an Engineering Services Agreement (ESA) for the 2024 Airport Pavement Rehabilitation Project

Summary:

This resolution approves an agreement with Kirkham Michael for project design, oversight of the bidding, construction, administration, inspection, and close-out of the Airport Pavement Rehabilitation Project.

Financial Impact:

The ESA's total cost of \$177,837.71 is part of an FAA 90%-10% grant for the overall project. The City's out-of-pocket cost will be \$17,783.77 for this engineering services agreement will be paid from 2024 General Fund Bonds.

Report Number: 2024-142**Date:**

February 19, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The condition of existing pavement at the Newton Municipal Airport, including Runway 14/32, the Parallel Taxiway, and the Apron, continues to deteriorate over time. The last rehabilitation project on the taxiway and runway was in 2010, so this joint/crack sealing, patching, and replacement project is needed to extend the pavement's useful life.

Included in the Airport Improvement Plan (AIP) for the Newton Municipal Airport is this Pavement Rehabilitation Project. The scope of work for the project will consist of rehabbing the runway, taxiway, and apron pavement; and it will include both temporary and permanent pavement markings. The duration of this project is 50 working days with a 30-day holding period prior to placing permanent markings.

The project is anticipated to be bid during the spring of 2024, with the final grant application submitted before May 1, 2024. Construction is then anticipated to begin late this year. The project is anticipated to be funded by FY22 Supplemental Funds awarded by the FAA which covers at least 90% of the total project cost.

The City of Newton's airport engineering consultant, Kirkham Michael & Associates, Inc. (KM) of Urbandale, Iowa has presented the City with an Engineering Services Agreement (ESA) for design, bidding, construction, and close-out services for the Pavement Rehabilitation Project for \$177,837.71.

City staff, with the assistance of Lamp-Ryneearson of Omaha, Nebraska, recently completed an Independent Fee Estimate (IFE) of KM's fees noted above. This IFE along with the ESA have since been submitted to the FAA to confirm that the fees are reasonable for a project of this scope. The City's out-of-pocket cost will be \$17,783.77 for this Engineering Services Agreement. Additional resolutions will be presented to the council at a later date approving plans and specifications, setting the bid dates, and approving subsequent FAA grant awards.

Recommendation:

Staff recommends approval of the resolution to enter into the Engineering Services Agreement

(ESA) with Kirkham Michael & Associates, Inc. of Urbandale, Iowa, for design, bidding, construction administration and inspection, and close-out of the Airport Pavement Rehabilitation Project.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive, with the first name "Matt" and last name "Muckler" clearly distinguishable.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT (ESA) FOR THE 2024 AIRPORT PAVEMENT REHABILITATION PROJECT

WHEREAS, the condition of existing pavement at the Newton Municipal Airport, including Runway 14/32, Parallel Taxiway, and Apron, continues to deteriorate over time; and

WHEREAS, the last rehabilitation project on the taxiway and runway was in 2010, so this joint/crack sealing, patching, and replacement project is needed to extend the pavement’s useful life; and

WHEREAS, included in the Airport Improvement Plan (AIP) for the Newton Municipal Airport is this Pavement Rehabilitation Project; and

WHEREAS, the City’s airport engineering consultant, Kirkham Michael & Associates, Inc. of Urbandale, Iowa has presented the City with an Engineering Services Agreement (ESA) for design, bidding, construction, and close-out services for the Pavement Rehabilitation Project in the amount of \$177,837.71; and

WHEREAS, the agreement’s \$177,837.71 total cost will be funded by a 90%-10% grant from the Federal Aviation Administration (FAA); and

WHEREAS, the City’s 10% local match for this Engineering Services Agreement will be \$17,783.77; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor is hereby directed to execute the Engineering Services Agreement with Kirkham Michael & Associates, Inc. for professional services to provide design, bidding, construction, and close-out services for the 2024 Pavement Rehabilitation Project at the Newton Municipal Airport. The City’s 10% share will be paid from 2024 General Fund Bonds.

PASSED this ____ day of **February, 2024**.

APPROVED this ____ day of **February, 2024**.

(SEAL)

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

Supplemental 22 No. 3-19-0065-022
Newton Municipal-Earl Johnson Field Airport
Newton, Iowa

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Urbandale, Iowa, hereinafter called the "Consultant" and the City of Newton, Iowa, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- a. Seal coat Runway 14/32 and parallel taxiway asphalt pavement**
- b. Crack repair and seal joints**
- c. Provide new precision instrument striated runway and taxiway markings**
- d. Select panel replacement concrete pavement**

Cory Gaston, P.E., will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED."

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Iowa to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope.**

- b. Prepare scope of services including a detailed breakdown of tasks and costs.
- c. Conduct a project kickoff meeting via teleconference with the Sponsor and the Federal Aviation Administration (FAA) in accordance with AIP Sponsor Guide No. 910 Predesign Conference. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- d. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary pavement layout and brief explanation of the layout including Runway 14/32, parallel taxiway, and connectors. Coordinate with FAA to ensure acceptance.
- e. Conduct field assessment of the existing site and pavement conditions ("Field Assessment").
 - 1. Research pavement history;
 - 2. Review surface treatment material alternates as design alternatives;
 - 3. Prepare cost analyses for surface treatment alternates;
 - 4. Submit Modification of Standards, if required.
- f. Surface rehabilitation recommendations for slurry.
- g. Develop preliminary Construction Safety & Phasing Plan (CSPP) and submit by February 26, 2024.
- h. Conduct field survey for determining quantities.
- i. Kirkham Michael will update the pavement classification number (PCN) for the asphalt Runway 14/32 pavements based upon current geotechnical and state information and other existing reports.
- j. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- k. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP), and engineer's design report. Kirkham Michael shall use FAA Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports and shall follow the AIP Sponsor Guides listed below (current as of the date that Kirkham Michael executed the Agreement).
 - 1. Guide No 700 - Grant Implantation
 - 2. Guide No. 920 – Engineering Report
 - 3. Guide No. 930 – Plans and Specifications
 - 4. Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - 5. Guide No. 950 – Sponsor Modifications of FAA Standards
 - 6. Guide No. 960 – Operation Safety on Airports
- l. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes, and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- m. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to the Sponsor and FAA.

- n. Submit plans, specifications, contract documents, and engineer's design report to the Sponsor (1 copy) and FAA (2 copies) prior to submitting to FAA for Sponsor review. Revise and submit the plans, specifications, contract documents, and engineers design report by March 25, 2024.
- o. Conduct a plan-in-hand review meeting on-site with the Sponsor.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date;
 - 2. Summarized bid table;
 - 3. Evaluation of unit price extensions and total base bid, including an error check;
 - 4. Addendums and acknowledgements;
 - 5. Additional insured cost, if any;
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements;

7. Buy American compliance;
 8. Confirmation of bidder's signature on proposal form;
 9. Bid guarantee;
 10. Pre-qualification requirements;
 11. Pre-bid meeting (if any);
 12. Review of qualifications;
 13. Debarment list verification;
 14. Provide list of subcontractors;
 15. Recommendation to award.
- i. Conduct one teleconference to present bids to the Sponsor.
 - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE

(INCLUDES OBSERVATION)

Based on estimated 50 Working Days (Estimated Construction Contract Time)

Under this phase, the Consultant agrees to perform the following services:

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: approximately every other week, plus 1 visit prior to the start of patching, and 1 visit towards the end.
- d. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts and Buy American provisions. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities, and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 Preconstruction Conference. Submit a formal report of the conference discussions.

- f. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 Notice to Proceed.
- g. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 Construction Observation, except that a Construction Observation Program will not be prepared.
- h. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.
- i. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- j. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. Labor Provisions: Development Projects and Guide No. 1073 Monitoring Labor and Civil Rights Requirements Development Projects. Provide Davis-Bacon compliance documentation to Sponsor during the project closeout.
- k. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 Contract Modifications.
- l. Review amounts owed to construction contractors and prepare progress estimate forms certified by Construction Contractor.
- m. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- n. Arrange and attend final inspection.

SECTION 5A: CLOSE-OUT PHASE

Under this phase, the Consultant agrees to perform the following services. Final close-out documents shall be provided to FAA within 90 days of the final acceptance.

- a. Sponsor Certification for Final Acceptance
- b. Final Inspection Report (5100-17)
- c. Final Outlay Report (SF-271)
- d. Final Federal Financial Report (SF-425)
- e. Final Project Cost Summary
- f. Summary of DBE Utilization – to be included in the Final Construction Report
- g. Final Construction Report – one copy each to Sponsor and FAA
- h. As-built Drawings – provide a pdf copy each to Sponsor and FAA
- i. As-built Airport Layout Plan – will not be completed

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract.

- a. Airport Layout Plan (ALP) preparation or update to meet FAA standards, feasibility studies, environmental studies and assessment reports and photogrammetry surveys is not included in this contract.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3: Design Phase shall be the lump sum of \$46,441.70 shown on Exhibit A, attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; A 25% retainage of the total payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4: Bidding Phase shall be the lump sum of \$10,975.38 shown on Exhibit B attached and made a part hereto. Payment shall be due according to the following schedule:

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment shall be due according to the following payment schedule:

- 85% when bids received;
- 15% when item e in Section 4: Bidding Phase is completed.

Section 5: Construction Phase. Payment for the items included in Section 5: Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses incurred plus a fixed payment of \$10,758.49 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$110,292.58 if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased, then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5A: Close Out Phase. Payment for the items included in Section 5A: Close out Phase shall be the lump sum of \$10,128.05 shown on Exhibit D attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due when the final close-out documents are accepted and approved by FAA.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of the Consultant service's changes, causing an increase or decrease to the Consultant's costs, this Contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated May 24, 2023, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 20____, with copies to be filed with the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
4390 114th Street
Urbandale, Iowa 50322



ATTEST



Eric W. Johnson
Vice President

AIRPORT SPONSOR

City of Newton Iowa
101 West 4th Street
Newton, Iowa 50208

ATTEST

Title

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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Kirkham Michael

Exhibit A

Design Phase

Newton Municipal-Earl Johnson Field Airport

Rehabilitate Runway 14/32 and Parallel Taxiway, Select Panel Replacement for Apron

AIP Project # 3-19-0065-022

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	20	\$103.37	\$ 2,067.40
Project Manager	20	\$64.90	\$ 1,298.00
Project Engineer	80	\$52.88	\$ 4,230.40
CADD Tech.	70	\$39.00	\$ 2,730.00
Asst. Engineer	80	\$45.67	\$ 3,653.60
Survey Manager	2	\$84.13	\$ 168.26
Party Chief	16	\$39.00	\$ 624.00
Clerical	14	\$28.50	\$ 399.00
	302		
Total Direct Salary			\$ 15,170.66

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	170.24%	\$ 25,826.53
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Item No 3 - Subtotal of Items 1 & 2 \$ 40,997.19

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 4,919.66

Item No. 5 - Direct Non-Salary Expenses

Mileage	255	miles at	\$0.67	\$ 170.85
Meals	6		\$59.00	\$ 354.00
Hotel			\$107.00	\$ -
Printing			\$500.00	\$ -
Total Non-Salary Expenses				\$ 524.85

Item No. 6 - Subconsultants

Total Subs	\$ -
	\$ -

Item No. 7 - Lump Sum 3, 4, 5 & 6 \$ 46,441.70

Kirkham Michael

Exhibit B

Bid Phase

Newton Municipal-Earl Johnson Field Airport

Rehabilitate Runway 14/32 and Parallel Taxiway, Select Panel Replacement for Apron

AIP Project # 3-19-0065-022

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	8	\$103.37	\$ 826.96
Project Manager	10	\$64.90	\$ 649.00
Project Engineer	18	\$52.88	\$ 951.84
CADD Tech.		\$39.00	\$ -
Asst. Engineer	20	\$45.67	\$ 913.40
Party Chief		\$39.00	\$ -
Clerical	10	\$28.50	\$ 285.00
	66		
Total Direct Salary			\$ 3,626.20

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	170.24%	\$ 6,173.24
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Item No 3 - Subtotal of Items 1 & 2 \$ 9,799.44

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 1,175.93

Item No. 5 - Direct Non-Salary Expenses

Mileage	\$0.62	\$ -
Meals	\$59.00	\$ -
Hotel	\$98.00	\$ -
Printing	\$400.00	\$ -
Total Non-Salary Expenses		\$ -

Item No. 6 - Subconsultants

Total Subs	\$ -
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Item No. 7 - Lump Sum 3, 4, 5 & 6 \$ 10,975.38

Kirkham Michael

Exhibit C

Construction Phase Based on 50 Working Days

Newton Municipal-Earl Johnson Field Airport

Rehabilitate Runway 14/32 and Parallel Taxiway, Select Panel Replacement for Apron

AIP Project # 3-19-0065-022

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	24	\$103.37	\$ 2,480.88
Project Manager	40	\$64.90	\$ 2,596.00
Project Engineer	100	\$52.88	\$ 5,288.00
CADD Tech.		\$39.00	\$ -
Asst. Engineer	155	\$45.67	\$ 7,078.85
Observer	380	\$39.00	\$ 14,820.00
Clerical	32	\$28.50	\$ 912.00
	731		
Total Direct Salary			\$ 33,175.73

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	170.24%	\$ 56,478.36
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Item No 3 - Subtotal of Items 1 & 2 \$ 89,654.09

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 10,758.49

Item No. 5 - Direct Non-Salary Expenses

Mileage	2,000	miles at	\$0.67	\$ 1,340.00
Meals	60		\$59.00	\$ 3,540.00
Hotel			\$107.00	\$ -
Printing			\$1,500.00	\$ -
Total Non-Salary Expenses				\$ 4,880.00

Item No. 6 - Subconsultants

Geotechnical	\$ 5,000.00	\$ 5,000.00
		\$ -
		\$ -
Total Subs		\$ 5,000.00

Item No. 7 - Hourly Not-to-Exceed 3, 4, 5 & 6 \$ 110,292.58

Kirkham Michael

Exhibit D

Closeout Phase

Newton Municipal-Earl Johnson Field Airport

Rehabilitate Runway 14/32 and Parallel Taxiway, Select Panel Replacement for Apron

AIP Project # 3-19-0065-022

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer		\$103.37	\$ -
Project Manager	8	\$64.90	\$ 519.20
Project Engineer	20	\$52.88	\$ 1,057.60
CADD Tech.		\$39.00	\$ -
Asst. Engineer	35	\$45.67	\$ 1,598.45
Party Chief		\$39.00	\$ -
Clerical	6	\$28.50	\$ 171.00
	69		
Total Direct Salary			\$ 3,346.25

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	170.24%	\$ 5,696.66
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Item No 3 - Subtotal of Items 1 & 2 \$ 9,042.91

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 1,085.15

Item No. 5 - Direct Non-Salary Expenses

Mileage	miles at	\$0.62	\$ -
Meals		\$59.00	\$ -
Hotel		\$98.00	\$ -
Printing		\$1,500.00	\$ -
Total Non-Salary Expenses			\$ -

Item No. 6 - Subconsultants

	\$ -
	\$ -
	\$ -
Total Subs	\$ -

Item No. 7 - Lump Sum 3, 4, 5 & 6 \$ 10,128.05

City of Newton Council Report

**Item:**

Resolution approving an agreement with Synsys Gatso USA, Inc. for an automated traffic enforcement system

Summary:

Install an automated traffic enforcement system on I-80 to reduce the incidents of speeding, crashes and public safety response.

Financial Impact:

\$35 fee per paid violation to the vendor for equipment and service. This program is expected to bring revenue to the City, but the amount of revenue is unknown at this time.

Report Number: 2024-147**Date:**

February 19, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The Police and Fire Department respond to an average of 210 incidents and traffic crashes on I-80 between the 159-mile marker and 171-mile marker annually. In 2023 the area between the 159 mile marker and the 164 mile marker on I-80 was designated a "Safety Corridor" by the Iowa DOT and was identified as being in the top 1% of all crashes and severe crashes in Iowa. This area borders the Police Department's response area and is within Fire Department's response jurisdiction. Performing rescue and investigative operations on I-80 does not come without its perils to the Police and Fire Department's responders' personal safety.

Responding to these incidents tends to be the most dangerous for our first responders, as working around large vehicles at increased speeds often at night or in ominous weather conditions makes it a hazard to all the responders involved. The City of Newton has had a number of incidents on I-80 where Police and Fire Department vehicles and equipment were damaged as a result of emergency response to that area. There have also been a number of "close calls" where first responders were nearly struck by passing motorists during investigations, traffic stops or fire/ems response. In addition to the response dangers, recruiting of both Police and Fire Department personnel has been challenging in recent years, thus straining the resources of the public safety agencies to enforce traffic laws on I-80 and respond to incidents well outside the primary business and residential area of the community.

Due to limited resources and safety concerns for motorists and first responders, many local governments have turned to automated traffic enforcement (ATE) to enforce city ordinance traffic violations without diverting law enforcement and fire resources from other areas. Speeding is a significant problem that negatively impacts the safety of everyone on the road and is the leading cause of fatality crashes in the United States.

Synsys Gatso has longstanding experience working with cities in Iowa, specifically with ATE system installs on four-lane highways. This vendor currently holds ATE contracts with LeClair, Cedar Rapids, Des Moines, Chester, Waterloo, Muscatine, Oelwein, Independence, Fort Dodge, Marshalltown, Marion, Webster City, De Soto and Grinnell. Synsys Gatso is an international company with a home office in Massachusetts. The company has a new warehouse and engineering center located in Marion, IA.

Synsys Gatso proposes a 5-year agreement with the City to provide ATE equipment and services on I-80. There are no upfront costs for the equipment and service as the vendor collects \$35 per paid violation. Synsys Gatso and the City would be required to get approval from the Iowa DOT prior

to install. Synsys Gatso provides all the equipment, installation, software, training, initial violation review, citation mailing as well as 1st and 2nd notice mailings. They also assist with scheduling appeal hearings. Implementation time for the project is 4-5 months. During the first 30 days of the program only warnings are issued to violators. The agreement would be void should legislation be passed banning or significantly altering the operations of ATE systems within the state.

The City would need to establish an ATE ordinance and hire staff to administer the program prior to implementation. It's estimated that one full-time and one part-time employee would need to be hired to administer the program. Staff members would need to be current, former or retired law enforcement officers who have attended and graduated from a law enforcement academy and are in good standing. If the agreement is approved, City staff will move forward with drafting an ordinance and begin recruiting for the staff positions to administer the program.

Revenue from the ATE program is dependent on the number of citations issued annually. Due to the volatility of potential future legislation, it is recommended that the revenue created by this automated traffic enforcement program should only be utilized for one-time capital purchases and should not be utilized for any current ongoing expenditures in the City of Newton, as of the time of passage of this resolution. It is also recommended that no automated traffic enforcement program revenue should be used for any general fund operating expenses, with the only exception being compensation expenses for the City staff positions needed to administer the automated traffic enforcement program. Finally, it is recommended that the only additional allowable expenses for revenue created by the automated traffic enforcement program should be the purchase of public safety vehicles, equipment and facility upgrades for the Police and Fire Departments and to fund one-time street improvement capital projects.

The City Attorney has reviewed and approved the agreement.

Recommendation:

A handwritten signature in black ink, appearing to read "Matt Muckler", written in a cursive style.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING AN AGREEMENT WITH SYNSYS GATSO USA, INC. FOR
AN AUTOMATED TRAFFIC ENFORCEMENT SYSTEM**

WHEREAS, the Police Department enforces traffic laws and ordinances to enhance safety in the community; and

WHEREAS, the City identified a need for additional resources to enforce speed related violations on I-80 to reduce the incidents of accidents and public safety response to that area; and

WHEREAS, Synsys Gatso USA, Inc. has a long history of providing automated traffic enforcement systems on interstate and four lane highways in Iowa; and

WHEREAS, the City proposes a 5-year agreement with Synsys Gatso USA, Inc. for an automated traffic enforcement system and services; and

WHEREAS, fine revenues collected from automated traffic enforcement system violations shall be allocated to Synsys Gatso, USA, Inc. for contracted fees of \$35 per paid violation; and

WHEREAS, remaining fine revenue shall be allocated to solely fund City staff positions to administer the automated traffic enforcement program, purchase public safety vehicles, equipment and facility upgrades for the Police and Fire Department and fund one-time street improvement capital projects; and

WHEREAS, due to potential legislative restrictions and reforms, Iowa DOT regulation, court rulings and unknown political support of the program from future City Council members, automated traffic enforcement revenues are not annually guaranteed and thus shall not be used for general fund operating expenses and shall only be used for purchases and expenses designated in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, approves a 5-year agreement with Synsys Gatso USA, Inc. for an automated traffic enforcement system.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa that the revenue created by this automated traffic enforcement program shall not be utilized for any current ongoing expenditures in the City of Newton, as of the time of passage of this resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa that no automated traffic enforcement program revenue shall be used for any general fund operating expenses, with the only allowable exception being compensation expenses for the City staff positions needed to administer the automated traffic enforcement program.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Newton, that the only other allowable expenses for revenue created by the automated traffic enforcement program shall be the purchase of public safety vehicles, equipment and facility upgrades for the Police and Fire Departments and to fund one-time street improvement capital projects.

PASSED this _____ day of February, 2024

APPROVED this _____ day of February, 2024

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Master Services Agreement

This Master Services Agreement is made on [REDACTED], 2024 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the **City of Newton** an Iowa municipal corporation with a principal business address at 101 W. 4th St., Newton, IA 50203 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five(5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days’ prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of an automated traffic law program, the ability of the city to retain the fine revenue or utilize the automated enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a “Change in Law”). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso’s notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the “Effective Date of Termination” and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the “Service Fees”) By way of bank transfers, Sensys Gatso shall deduct Service Fees from each Notice of Violation fines sweep.
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer within ten (10) days of each Notice of Violations fines sweep from the Master Account to the City-designated account as described in Section 3.7. Each invoice shall state the total quantity of citations collected and Service Fees

deducted by Sensys Gatso.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment(s), the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall not be responsible for any credit card chargeback fees or any bounced check fees. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass

through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in an account with a banking institution ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer- designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account once a month, provided, however, that Sensys Gatso shall deduct from each funds sweep the amounts owed for Services pursuant to Sections 2.1 and 2.2.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

- a. Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b. General Liability Insurance:
 - (1) \$1,000,000 each occurrence (combined bodily injury and property damage) – premises/operations and products/completed operations;
 - (2) \$1,000,000 personal and advertising injury; and
 - (3) \$2,000,000 general aggregate
- c. Workers' compensation (statutory) and employer's liability: \$500,000 per accident/\$500,000 policy limit.

This insurance shall provide that coverage applies to the state in which the Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with

collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly,

for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others,

without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.

5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:

- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
- b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- c) any claim, action, or demand not caused by the Customer’s failure to perform its obligations under this Agreement.

5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other for any lost profits or any indirect, incidental, or consequential

damages however caused.

5.3.3. In the event any claim, action, or demand (collectively a “Claim”) in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the “Sensys Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee; or
- c) the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by Sensys Gatso’s failure to comply with the terms of the Agreement.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal

court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*
- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not

reasonably anticipated, and delays in permitting.

- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.

5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.

5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.

5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.

5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.

- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the

U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

5.18 LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

Agreed to:

The City of Newton

By: _____
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

Date: _____

By: _____
Authorized Signature

Name: _____ Title: _____
Email: _____

Date: _____

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Newton, Iowa (“Customer”) dated _____, 2024 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.
- Should the Customer decide to request the addition of Automated License Plate Recognition (ALPR) capabilities to the fixed systems during the term of the contract, Sensys Gatso will include for an additional fee of \$300 per system per approach per month.

1.2 Adjustments for Equipment Downtime. If an installed Fixed Speed Enforcement System is inoperative due to road construction, and such road construction renders a Fixed Speed Enforcement System inoperative for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the Fixed Speed Enforcement System was inoperative from such road construction.

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increase 3% or more for three consecutive years or a cumulative 9% during a consecutive three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at the Customer’s expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Sensys Gatso's receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waiver. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. Installation. Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. Restoration of Locations. Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.