

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S., Newton, IA 50208
Mediacom Channels: 12/85/121.12, Website Livestream:
Newtongov.org / I want to “view” Livestream of City
Council Meetings (www.newtongov.org/cablecast).

May 02, 2022 6:00 p.m.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamation | 2. Building Safety Month — May, 2022 |
| | 3. Historic Preservation Month — May, 2022 |
| | 4. National Public Works Week — May 15 – 21, 2022 |
| | 5. Emergency Medical Services (EMS) Week — May 15 – 21, 2022 |
| | 6. National Police Week (May 15 – 21, 2022); National Peace Officer Memorial Day (May 15, 2022) |
| Presentations | 7. CIRHA Housing Programs in Newton - Marcy Conner, Executive Director, Central Iowa Regional Housing Authority (CIRHA) |
| Citizen Participation | 8. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 9. April 18, 2022 Regular City Council Meeting Minutes |
| | 10. Approve Liquor Licenses for the following: Nostalgia Wine & Spirits, 109 N 2nd Ave E. temporarily extending Outdoor Service Area for a Special Event May 21, 2022 pending staff approval; Class C Liquor License, Sunday Service and updating ownership for Cobblestone Inn & Suites, 4222 S 22 nd Ave E.; Class C Liquor License, Outdoor Service, Sunday Sales for 6 months at Iowa Speedway, Levy Premium Foodservice, 333 Rusty Wallace Drive; Class E Liquor License, Class B Wine Permit, Class B Native Wine Permit, Class C Beer Permit, Sunday Sales, Casey's General Store #2417, 1200 W 18 th St S.; Class B Beer Permit, Outdoor Service, Special Event June 10, American Legion Post 111, Inc, 200 N 2 nd Ave W., pending staff approval. |
| | 11. Designate May 16, 2022 as a public hearing for the 1st Budget Amendment for Fiscal year 2021-22. |
| | 12. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-04). (Council Report 22-131) |

13. Resolution approving purchase of two new waterslide pumps and a variable frequency drive (VFD) controller for the recirculation pump. (Council Report 22-132)
14. Resolution granting an easement to Interstate Power & Light Co. at 124 1st Ave E. (Council Report 22-133)
15. Resolution authorizing purchase of pre-season salt for snow and ice control. (Council Report 22-134)
16. 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 Union Dr. Reconstruction Project. (Council Report 22-135)
17. Resolution of support for Smila, Ukraine in the amount of \$2,000.00. (Council Report 22-136)
18. Approve Bills

Public Hearing

19. Public Hearing on a Resolution approving the purchase agreement for real property located at 1024 North 11th Avenue East, Newton, Jasper County, Iowa. (Council Report 22-137)
 - The Bentley Grove Greenhouse, LLC has offered \$5,000 to purchase the cleared D&D lot at 1024 North 11th Avenue East. No other offers were received.
 - It is proposed to combine the cleared lot with the existing adjacent greenhouse property and to construct a new retail building on the property.
20. Resolution approving the purchase agreement for real property located at 1024 North 11th Avenue East, Newton, Jasper County, Iowa. (Council Report 22-137)

Ordinances

21. Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Section 32.016, "Appointment and Term", to Change the Term Ending Date for Civil Service from the First Monday in April to December 31st. (Council Report 22-126)
 - Over the last few years staff has worked to migrate the term dates of all the various boards and commissions to December 31st in order to streamline the administrative duties associated with tracking term dates.
 - Approval of this Ordinance would adjust the term expiration dates within the City Code to December 31st of the respective term expiration years. Once the Ordinance has passed a Resolution will come to the Council that would bring the term expiration dates of all three current members in alignment.
22. Second Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to Make Changes to Street Parking Along East Thirty-First Street North, North Eleventh Avenue East and South Thirteenth Avenue East. (Council Report 22-127)

- In preparation for 2022 community events the Traffic Safety Committee reviewed parking on granular shoulders on several streets throughout the community.
 - Parking along granular shoulders during large events creates a traffic hazard due to higher posted speed limits, increased traffic volume and the presence of pedestrians.
 - The Traffic Safety Committee recommends restricting parking on both sides of the street in the 100-1800 blk. of E 31st St N, 1900-3000 blk. of N 11th Ave E and 1900-3000 blk. of S 13th Ave E.
23. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 95: Cemeteries. (Council Report 22-138)
- In 2021, City staff worked with Bolton & Menk and the local Veteran's groups to plat the new Veteran's Block 3 (V-3) at Union Cemetery. This was needed to assure available burial spaces for Veterans after the existing V-1 and V-2 areas are full.
 - Staff recommends approval of this proposed revision updating language to reflect the recent platting of Veteran's Block 3 (V-3) at Union Cemetery.
24. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 2100-2200 block of South Fifth Avenue East. (Council Report 22-139)
- The City received safety concerns regarding street parking in the 2100-2200 blk. of S 5th Ave E. This street is 26 feet wide and not wide enough to safely accommodate street parking during school pick up and drop off and allow free passage of emergency vehicles.
 - The Traffic Safety Committee recommends restricting parking on the north side of S 5th Ave E in the 2100-2200 block.

Resolutions

25. Resolution approving a new, revised agreement between the City of Newton and Project AWAKE. (Council Report 22-140)
- On October 17, 2017 City Council approved a three year agreement with Project AWAKE that addressed a number of items including snow plowing, booking of facility rentals, occasional grounds maintenance assistance, and providing points-of-contact for each party; with two subsequent updates having been approved in 2020 and 2021.
 - In early 2022 Project AWAKE added a staff member to handle daily office duties, thereby reducing the Project AWAKE office duties currently handled by the Community Services Department as spelled out in the proposed agreement. Staff revised the language and Project AWAKE's board has reviewed and approved the language.
26. Resolution approving the 2022 revisions to the Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery. (Council Report 22-141)

- In 2018, staff prepared an updated set of cemetery rules and regulations covering both Union Cemetery and Memorial Park Cemetery which were approved by Resolution 2018-073.
- Since the rules were adopted in 2018, additional items or situations have come up that require a revision or clarification of an existing rule.
- In preparing these proposed revisions, staff sought the input of local funeral homes, monument companies, and Veteran's groups several times throughout the process.

27. Resolution Approving the Special Events Policy and Application (Council Report 22-142)

- The City of Newton desires to have safe and engaging activities within the community.
- The City of Newton is committed to providing a safe environment for attendees and organizers of large events that limit the impact to transportation in the community.
- The City of Newton wants to keep citizens informed of events affecting their areas of residence or business.

28. Resolution Consenting to Assignment of Development Agreement (Council Report 22-143)

- Council approved a development agreement on January 17, 2022 with Hopkins Properties LLC for 1130 1st Avenue East, located within the 1st Avenue East Urban Renewal Area.
- Hopkins Properties, LLC has agreed to sell the property to Jasper Point Plaza, LLC and requested the rights and responsibilities of the agreement be assigned to the new owner.

Staff Report

29. Summer Reading Programs - Rebecca Klein, Public Services Librarian & Phyllis Peter, Youth Services Librarian

Mayor/Council Comments

30.

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.

PROCLAMATION

Building Safety Month - May 2022

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, electricians, and others in the construction industry, who work year-round to ensure the safe construction of buildings, and;

Whereas, Building Safety Month reminds the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation of builders; and new technologies in the construction industry.

Whereas, each year, in observance of Building Safety Month, citizens are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Michael L. Hansen, Mayor, of the City of Newton, do hereby proclaim the month of May 2022 as Building Safety Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this 2nd day of May, 2022.

Michael L. Hansen, Mayor



PROCLAMATION

May is Historic Preservation Month

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, and;

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds, and;

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people;

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, Iowa, in recognition of the local, state, and national preservation efforts made by passionate citizens, do hereby proclaim this May as Historic Preservation Month 2022 with the theme of "People Saving Places."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this 2nd day of May 2022.

Michael L. Hansen, Mayor



PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

MAY 15 – 21, 2022

“READY AND RESILIENT”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Newton, Iowa; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Newton, Iowa to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Michael, L. Hansen Mayor, do hereby designate the week May 15 - 21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, **Newton, Iowa** this 2nd day of May 2022, in the City of Newton, Iowa.

**CITY COUNCIL OF THE CITY OF NEWTON
NEWTON, IOWA**

Michael L. Hansen
Mayor



PROCLAMATION

MAY 15 - 21, 2022 - EMERGENCY MEDICAL SERVICES (EMS) WEEK

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the dedicated EMT's and Paramedics of Newton Fire Department provide exemplary emergency medical care and ambulance transportation to the citizens of the City of Newton and Jasper County, Iowa; and

WHEREAS, the Newton Fire Department is ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians, paramedics, firefighters, emergency physicians, emergency nurses, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW, THEREFORE, THE CITY COUNCIL OF NEWTON, IOWA, HEREBY PROCLAIMS:

The week of May 15 - 21, 2022 as:

“EMERGENCY MEDICAL SERVICES (EMS) WEEK”
With the theme, “EMS: Rising to the Challenge”

And encourages all City of Newton residents to recognize the practitioners and observe this week with appropriate programs, ceremonies, and activities.

DONE AND PROCLAIMED this 2nd day of May 2022, in the City of Newton, Iowa.

**CITY COUNCIL OF THE CITY OF NEWTON
NEWTON, IOWA**

Michael L. Hansen
Mayor



PROCLAMATION

NATIONAL POLICE WEEK

MAY 15 – 21, 2022

NATIONAL PEACE OFFICER MEMORIAL DAY

MAY 15, 2022

Whereas, The Congress and President of the United States have designated May 15th as National Peace Officer Memorial Day, and the week in which May 15th falls as National Police Week; and

Whereas, there were 458 law enforcement line-of-duty deaths in 2021; and

Whereas, the members of the law enforcement agencies of the City of Newton and Jasper County play an essential role in safeguarding the rights and freedoms of our citizens; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agencies of the City of Newton and Jasper County unceasingly provide a vital public service;

NOW THEREFORE, I, Michael L. Hansen, Mayor of Newton, call upon all citizens of the City of Newton and upon all patriotic, civic and educational organizations to observe the week of May 15th - 21st, 2022, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Newton to observe Sunday, May 15th, as National Peace Officer Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.



**CITY COUNCIL OF THE CITY OF NEWTON
NEWTON, IOWA**

**Michael L. Hansen
Mayor**

REGULAR CITY COUNCIL MEETING MINUTES
APRIL 18, 2022, 6:00 P.M.
CITY COUNCIL CHAMBERS

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 Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin (via telephone), Trotter, Wade. Absent: None.

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

Mayor Hansen proclaimed Arbor Day as April 29, 2022.

Tom Messinger, NCSD Superintendent presented on the Newton Community School happenings including a grant program they have applied for that will provide a teacher apprenticeship program that starts students in high school taking course work to finish their degree in two years after they graduate and able to teach at that point.

During citizen participation Randy Plumb, owner of Locksmith and Westside Gym, requested council to consider legalizing side by sides due to inflation and gas costs. Tyler Clement with Iowa Speedway requested clarification on whether Iowa Speedway would be subject to the Special Event Permit. Shawn Wade, 909 S 5th Ave W, and downtown business owner, has concerns about the trees in the proposed downtown streetscape.

Moved by Trotter, seconded by Hallam to approve consent agenda items 5-19.

5. April 4, 2022 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Class B Beer Permit, Outdoor Service, Sunday Sales – Gezellig Brewing Company, LLC, 403 W 4th St N Bldg 17; Class C Beer Permit, Sunday Sales – Git N Go convenience Stores Inc., 801 1st Ave W.
7. Certify Police Officer List
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-04). Resolution 2022-116 adopted.
9. Resolution approving purchase of a new pool recirculating pump. Resolution 2022-117 adopted.
10. Resolution approving the hiring of Randy's Lawn Care and Snow Removal for watering of plantings and district wide clean-up for the Newton Downtown SSMID. Resolution 2022-118 adopted.
11. Resolution for Awarding the Bid and Contracting for the Purchase of Cardiac Monitors and Accessories. Resolution 2022-119 adopted.
12. Resolution authorizing the purchase of two roll-off containers for the Newton Sanitary Landfill. Resolution 2022-120 adopted.
13. Resolution revising the vendor's name for the purchase of a tractor for Streets, Landfill and Water Pollution Control. Resolution 2022-121 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 2022 Streetscape Improvement Project. Resolution 2022-122 adopted.
15. Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area. Resolution 2022-123 adopted.
16. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area. Resolution 2022-124 adopted.
17. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area. Resolution 2022-125 adopted.
18. Resolution Approving an Agreement with Eric Michaels Magic and Illusion to Perform a Magic Show at Newton Fest 2022. Resolution 2022-126 adopted.
19. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution Approving the Purchase Agreement for Real Property Located at 619 South 3rd Avenue East, Newton, Jasper County, Iowa. There were no written comments. Moved by Wade, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by Dalton to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-127 adopted.

Moved by Wade, seconded by Dalton, to approve the First consideration of the Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Section 32.016, "Appointment and Term", to Change the Term Ending Date for Civil Service from the First Monday in April to December 31st. AYES: Six. NAYS: None. First Consideration passed.

Moved by George, seconded by Dalton, to approve the First consideration of the Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to Make Changes to Street Parking Along East Thirty-First Street North, North Eleventh Avenue East and South Thirteenth Avenue East. Mark Vickroy, 404 E 12th St

Place N, spoke about additional locations that are marked as no parking and people continue to park. AYES: Six. NAYS: None. First Consideration passed.

Moved by George, seconded by Hallam to adopt the Resolution approving internal loan and payment to Newton Housing Development Corporation for the purchase of real estate located at 1015 North 3rd Avenue East in Newton. Bruce Showalter, Director of NHDC spoke on the development proposal for the property. Mark Vickroy spoke of concerns that it is dependent on getting grants with no guarantee. AYES: Six. NAYS: None. Resolution 2022-128 adopted.

Moved by Dalton, seconded by Wade to adopt the Resolution Approving the Special Events Policy and Application. Fire Chief Wellik addressed Clement’s concerns regarding special events at the Iowa Speedway; the intent is not for private property events that do not want to close streets such as church events or American Legion events, it is for a layman that wants to do a concert on the downtown streets. Wellik recommends that we amend the wording to specify the exemptions. Clement is still concerned about the wording about the events affecting traffic. Mayor Hansen asked that we table the resolution to work on the wording. Moved by Ervin, seconded by Hallam to table the resolution until the meeting. AYES: Six. NAYS: None. Resolution was tabled.

Moved by Trotter, seconded by George to adopt the Resolution Calling a Special Election, Setting September 13, 2022 as the Special Election Date and Adopting Ballot Language on the Proposition of the Newton City Council Assuming Governance of the Newton WaterWorks. Brett Doering with the Board of Trustees spoke on the efficiencies and effectiveness of this change. AYES: Six. NAYS: None. Resolution 2022-129 adopted.

Brian Laube, Community Services Director, reported on the 2022 Community Services Dept. Project Update.

Erin Chambers, Community Development Director, led a discussion on a Low-Mod Income Housing Funds Policy.

During Mayor/Council comments Wade asked about where bid projects are listed. Laube confirmed that they are on the City of Newton website and the Master Builders of Iowa website as required by state code.

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:51 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-04).

Report Number: 22-131

Date:

May 2, 2022

Summary:

The City of Newton abated some nuisances, such as tall grass/weeds, unshoveled sidewalks, and/or trash. These costs remain unpaid by the property owner(s) and should be assessed to the property taxes.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$682.52

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$682.52. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

With the approval of this resolution, the costs expended by the City for the abatement of nuisances will be placed on the taxes as a special assessment for each property.

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-04).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 22-04)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 22-04 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 22-04, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on June 1, 2022, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said schedule to the County Treasurer of Jasper County, Iowa and to publish notice of said certification once each week for two consecutive weeks in the Newton Daily News, a newspaper printed wholly in the English language, published in Newton, Iowa, and of general circulation in Newton, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the City shall send by regular mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice all as provided and directed by Code Section 384.60, Code of Iowa.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-04: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Carolyn Schlangen	827106002	1518 W 3rd St N	Newton	\$74,000	\$135.00	\$75.00	\$210.00	NELSON'S SD LOTS 33-34	2/17/2022
Shielow Tucker	827407010	919 E 7th ST N	Newton	\$126,690	\$397.52	\$75.00	\$472.52	EDMUNDSON'S ADD LOTS 2-3 BLK 9 & E 1/2 VAC ALLEY ADJ ON W	3/14/2022
Total							\$682.52		

City of Newton Council Report

**Item:**

Resolution approving purchase of two new waterslide pumps and a variable frequency drive (VFD) controller for the recirculation pump.

Summary:

Replacement of two original waterslide pumps from 1997, and the addition of a variable frequency drive (VFD) controller for the recently approved main recirculation pump.

Financial Impact:

\$39,568.00 from the General Fund Budget.

Report Number: 22-132

Date:

May 2, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

The technical evaluation completed in 2020 for Maytag Pool recommended replacement of numerous pool systems, controls, and features.

One of these recommendations was to replace the two original waterslide pumps installed in 1997. Staff sought quotes from suppliers, and two quotes were received for said purchase and installation. The lowest quotes received included a \$13,194 cost for one pump, and a \$14,888 cost for the second pump. Both of these prices are from Iowa Pump Works of Ankeny; and include the purchase, installation, and all needed retrofit of piping and valves due to the age of the original pumps.

Staff also sought quotes for the purchase and installation of a variable frequency drive (VFD) controller for the recently approved main recirculation pump. Without a VFD, the recirculating pump is constantly running at full speed which equates to wasted power, reduced lifespan of the pool filters, and reduced lifespan of the pump itself. Hard starting and stopping of the recirculating pump also causes wear and tear of the pump's motor at an increased rate. In adding a VFD, the recirculating pump can run at slower speeds using less electricity, and the VFD can easily change the pump speed depending on the pool's conditions. When pool filters get clogged and create more resistance on the pump, the VFD can ramp up the speed to maintain safe water circulation rates. The wear and tear on the recirculating pump is also drastically reduced while paired with a VFD. The lifespan of the recirculating pump is also extended without hard starts and stops. The proposal received from Iowa Pump Works of Ankeny for the installation of the VFD is for \$11,486.00; and include the purchase and installation.

With approval of this resolution on May 2nd, staff anticipates installation of these new pumps and controller for use during the 2022 pool season. Iowa Pump Works has been utilized on past pump issues with the pool, and is the contractor most-familiar with the various systems in Maytag Pool.

Recommendation:

City Staff recommends that Council award the project to Iowa Pump Works of Ankeny, Iowa in the total amount of \$39,568.00.

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 larger, more prominent script than the last name "Muckler".

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING PURCHASE OF TWO NEW WATERSLIDE PUMPS AND
A VARIABLE FREQUENCY DRIVE (VFD) CONTROLLER FOR THE
RECIRCULATION PUMP.**

WHEREAS, the technical evaluation completed in 2020 for Maytag Pool recommended replacement of numerous pool systems, controls, and features; and

WHEREAS, one of these recommendations was to replace the two original waterslide pumps installed in 1997; and

WHEREAS, staff sought quotes for the replacement of these two pumps, and the lowest quotes received included a \$13,194 cost for one pump, and a \$14,888 cost for the second pump; and

WHEREAS, both of these quoted prices are from Iowa Pump Works of Ankeny; and include the purchase, installation, and all needed retrofit of piping and valves due to the age of the original pumps; and

WHEREAS, staff also sought quotes for the purchase and installation of a variable frequency drive (VFD) controller for the recently approved main recirculation pump; and

WHEREAS, without a VFD, the recirculating pump is constantly running at full speed which equates to wasted power, reduced lifespan of the pool filters, and reduced lifespan of the pump itself; and

WHEREAS, the proposal received from Iowa Pump Works of Ankeny for the installation of the VFD is for \$11,486.00; and include the purchase and installation; and

WHEREAS, with approval of this resolution on May 2nd, staff anticipates installation of these new pumps and controller for use during the 2022 pool season; and

WHEREAS, Iowa Pump Works has been utilized on past pump issues with the pool, and is the contractor most-familiar with the various pump systems in Maytag Pool; and

WHEREAS, City staff recommends that Council award the project to Iowa Pump Works of Ankeny, Iowa in the amount of \$39,568.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposals of Iowa Pump Works of Ankeny, Iowa, totaling Thirty-nine Thousand, Five Hundred Sixty-Eight Dollars and Zero Cents (\$39,568.00) for the purchase and installation of two new waterslide pumps and a variable frequency drive (VFD) controller for the recently approved main recirculation pump is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to make said purchase, and the City shall utilize available General Fund Budget funds to pay for said pool improvement.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution granting an easement to Interstate Power & Light Co. at 124 1st Ave E.

Report Number: 22-133

Date:

May 2, 2022

Summary:

Granting an electric line easement in Sersland Park to Interstate Power & Light Co. (dba Alliant Energy) for needed work on the downtown H-structure removal project.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

none

Background:

Interstate Power & Light Co., operating in Newton as Alliant Energy, has been continuing work on the design for the downtown H-structure removal project. Part of this preliminary work includes the securing of easements needed to complete the project from private property owners.

Alliant has determined that an easement should be secured on the City owned lot at 124 1st Ave E, also known as Sersland Park. Alliant's design engineer, Mi-Tech, has prepared the proposed easement documents, and is requesting that the City grant a 10' by 10' easement in the northeast corner of this lot. Since the property is a park, Community Services staff has reviewed this request and recommend the City grant said easement to Interstate Power & Light Co. The proposed easement will have no detrimental effects on this park, with the removal of an old shrub being the only change needed to allow the installation of Alliant's facilities here.

Recommendation:

Staff recommends granting the electric line easement at 124 1st Ave E to Interstate Power & Light Co.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION GRANTING AN EASEMENT TO INTERSTATE
POWER & LIGHT CO. AT 124 1ST AVE E.**

WHEREAS, Interstate Power & Light Co., operating in Newton as Alliant Energy, has been continuing work on the design for the downtown H-structure removal project; and

WHEREAS, Alliant Energy has determined that an electric line easement should be secured on the City owned lot at 124 1st Ave E, also known as Sersland Park; and

WHEREAS, Alliant's design engineer, Mi-Tech, has prepared the proposed easement documents, and is requesting that the City grant a 10' by 10' easement in the northeast corner of this lot; and

WHEREAS, since the property is a park, Community Services staff has reviewed this request and recommend the City grant said easement to Interstate Power & Light Co.; and

WHEREAS, the proposed easement will have no detrimental effects on this park, with the removal of an old shrub being the only change needed to allow the installation of Alliant's facilities here.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the requested electric line easement at 124 1st Ave E be granted to Interstate Power & Light Co. for the Alliant Energy H-Structure Removal Project, and that said easement be signed by the Mayor and City Clerk on behalf of the City.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Newton** ("Grantor(s)"), ADDRESS: **124 1st Ave E Newton, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Jasper**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S):
City of Newton**

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE
Title(s) of Corporate Officers(s):

N/A

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE(s):

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

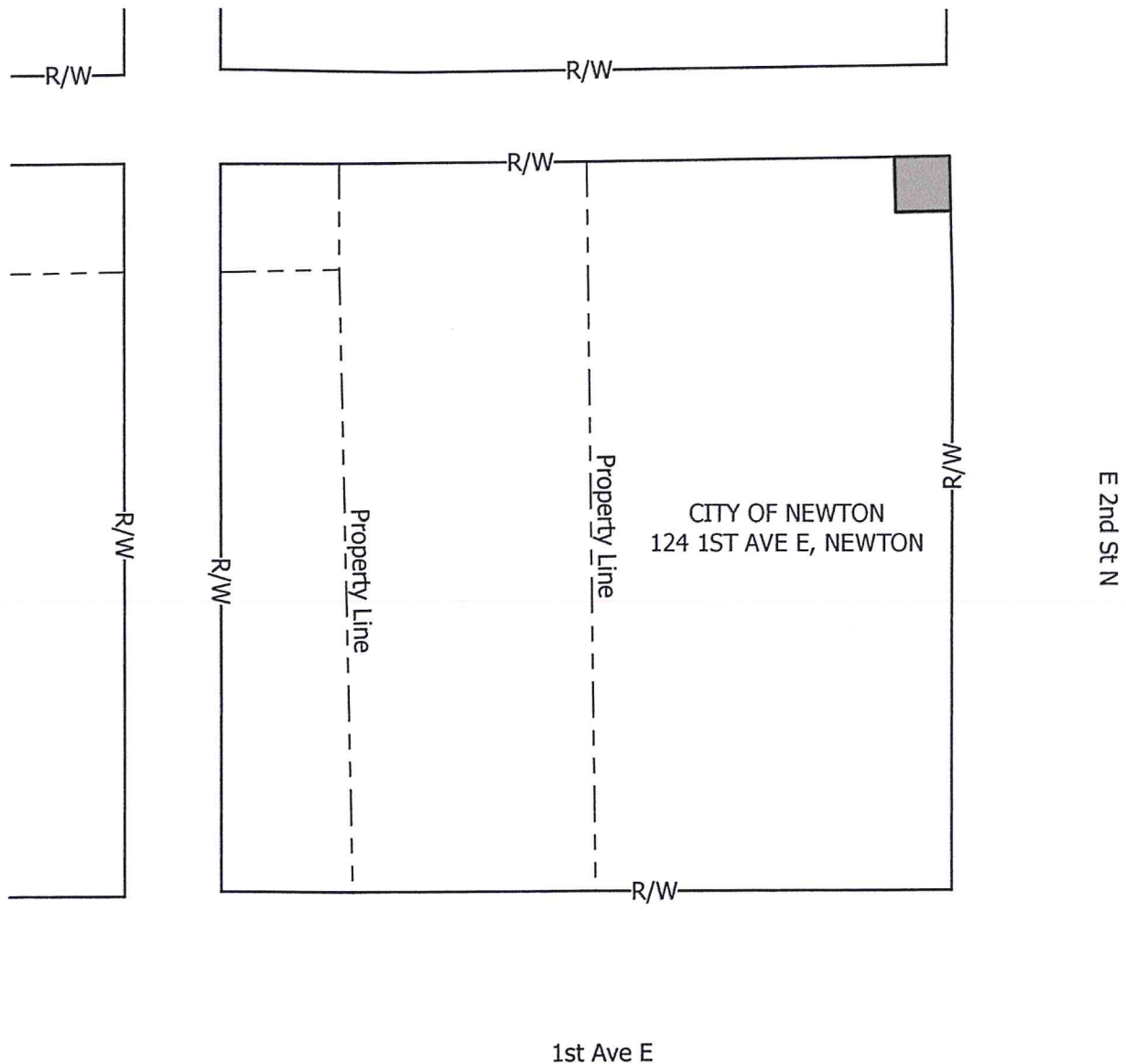
Easement area 10 feet by 10 feet, for placement of facilities, in the Northeast corner of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 8 in Block 15 of the Original Town of Newton, Jasper County, Iowa.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 0834138007 DESCRIBED BELOW



10'X10' EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC
NJC

N
NOT TO SCALE
ALLIANT #4235828

City of Newton Council Report

Item: Resolution authorizing purchase of pre-season salt for snow and ice control.

Summary: Purchase 700 tons of salt at pre-season price.

Financial Impact: \$51,835.00 from the Road Use Tax Fund.



Report Number: 22-134

Date: May 2, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

Every year monies are allocated in the Snow & Ice Operating budget for the purchase of salt, sand and other winter maintenance materials. The Public Works salt storage building allows for adequate storage, so we may buy salt at pre-season prices, which are typically about \$25/ton less than the in-season prices. The City of Newton has a need to purchase 700 tons of salt to replenish the salt stock used from the past winter, in preparation for the 2022-2023 winter season.

The City of Newton is in a Central Iowa Salt Group that consists of most of the cities and counties in the Des Moines metropolitan area. By bidding together for a large amount of salt, the group is able to obtain very competitive bids. The City of West Des Moines is the administrator for the group.

Bids were received and Hutchison Salt Company of Hutchison, Kansas was the low bidder. Central Salt Company bid price delivered to City of Newton is \$74.05 per ton. The salt will be delivered after July 1, 2022, but prior to the winter season.

Recommendation:

City staff recommends approval of the resolution authorizing the Public Works Director to purchase 700 tons of the pre-season salt from Hutchison Salt Company of Hutchison, Kansas for bid amount of \$51,835.00 paid from the City Road Use Tax Fund.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light gray circular stamp.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AUTHORIZING PURCHASE OF PRE-SEASON SALT
FOR SNOW AND ICE CONTROL**

WHEREAS, money is budgeted annually within the Snow and Ice Control budget for the purchase of salt, sand and other winter maintenance materials; and

WHEREAS, staff has estimated that 700 tons of salt is needed to replenish the salt supply from the previous winter, in preparation for the upcoming winter season; and

WHEREAS, the City of Newton is part of the Central Iowa Salt Group that pools together their salt needs to obtain competitive bids; and

WHEREAS, bids for the pre-season salt were received by the City of West Des Moines, the administrator for the Central Iowa Salt Group, and the successful low bidder is Hutchison Salt Company of Hutchison, Kansas for a bid price \$74.05 per ton; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase 700 tons of salt for a total cost of \$51,835.00 from Hutchison Salt Company of Hutchison, Kansas. The salt will be purchased utilizing funds in the City Road Use Tax fund.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

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 Union Dr. Reconstruction Project.

Report Number: 22-135

Date:

May 2, 2022

Lead Department:

Public Works

Recommendation:

Approve

Summary:

Accept plans and order bids for the Union Dr. Reconstruction Project.

Financial Impact:

Engineer's Estimated cost \$3,562,193.80 following bid letting and anticipated award of contract by future resolution.

Background:

The reconstruction of Union Dr. between N 4th Ave W and N 19th Ave W has been included in recent Capital Improvement Plans (CIP) for several years, along with being programmed in the City's federal-aid route projects list by the Central Iowa Transportation Planning Association (CIRTPA). The original pavement was constructed as Iowa Hwy-14 around 1942, and a majority of this pavement remains in place beneath an asphalt overlay placed in 1983. Due to the limited width of the road, annual patching of the deteriorating pavement, and repairs on the granular shoulders that erode due to inadequate drainage; the complete reconstruction of the entire section is overdue.

Plans and specifications have been prepared by Bolton & Menk Engineering and have been submitted to the Iowa Department of Transportation who will handle the bidding process. The proposed bid opening for the project will occur on May 17th, 2022 and the public hearing to accept the bids and award the work will take place at the regularly scheduled council meeting on June 6th, 2022. The total estimated project cost of \$3,562,193.80 will be paid utilizing \$2,800,000.00 in Federal SWAP funds Waterworks funds for water main work, wastewater funds for sanitary sewer work and 2023 bond proceeds.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the Union Dr. Reconstruction Project.

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**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 UNION DR. RECONSTRUCTION PROJECT**

WHEREAS, on July 20th, 2020 City Council approved resolution no. 2020-176, which authorized the City to enter into a funding agreement administered by the Iowa DOT for the Union Drive Reconstruction Project; and

WHEREAS, this agreement was for DOT project no. STBG-SWAP-5482(622)--SG-50; with the City using \$2,800,000 of available federal funds with no local match required to pay for the City's portion of this project; and

WHEREAS, Newton Waterworks shall pay for the water main portions of the project; and

WHEREAS, Newton Waster water shall pay for the sanitary sewer portions of the project; and

WHEREAS, any remaining project costs over the available federal funds shall be paid for from 2023 bond proceeds; and

WHEREAS, final plans have been submitted to the Iowa DOT and the project is scheduled for the May 17, 2022 Iowa DOT bid letting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Union Dr. Reconstruction in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by Bolton & Menk Engineering for the construction of the Union Drive, Reconstruction Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, as approved by the Iowa DOT, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection; and

That the advertising for bids will be conducted by the Iowa DOT. Bids will be received by the Iowa DOT, at the Office of Contracts in Ames, Iowa and for electronic submissions, at its official depository at the Bid Express website (www.bidx.com) at 10:00 A.M. CDT, on May 17, 2022. Opening and reading of the bids will be performed at the Iowa DOT Office of Contracts after 10:30 A.M. CDT on the day bids are to be received, unless otherwise specified by the Iowa DOT. Thereupon the bids will be referred to the City Council for action upon said bids at a meeting to be held at the Council Chambers, Newton, Iowa, on the 6th day of June 2022, at 6:00 P.M.

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on June 6th, 2022, at 6:00 P.M., and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution of support for Smila, Ukraine in the amount of \$2,000.00

Report Number: 22-136

Date:

May 2, 2022

Summary:

A \$2000 donation to O.P.E.N. from the City of Newton, Iowa for Smila, Ukraine..

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$2000

Background:

OPEN (Organization Promoting Everlasting Neighbors) has been a part of the Newton community and Jasper County for over 30 years, working to strengthen the global outreach of Newton and Jasper County in ways that increase peace and understanding; promote democracy and citizen participation; and recognize mutual benefits of education, culture, agriculture, and trade.

The City of Newton has a strong Sister City relationship with Smila, Ukraine through the work of the OPEN organization.

Recommendation:

City Staff recommends approval of the resolution providing a \$2000.00 donation to O.P.E.N. for Smila, Ukraine.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 - _____

RESOLUTION OF SUPPORT FOR SMILA, UKRAINE IN THE AMOUNT OF \$2,000.00

WHEREAS, OPEN (Organization Promoting Everlasting Neighbors) has been a part of the Newton community and Jasper County for over 30 years, working to strengthen the global outreach of Newton and Jasper County in ways that increase peace and understanding; promote democracy and citizen participation; and recognize mutual benefits of education, culture, agriculture, and trade; and

WHEREAS, the City of Newton has a strong Sister City relationship with Smila, Ukraine through the work of the OPEN organization;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton provide a \$2000 donation to O.P.E.N for the support of Smila, Ukraine at this time of need.

PASSED this _____ day of May 2, 2022.

APPROVED this _____ day of May 2, 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk



April 27, 2022

To the City of Newton, Iowa.

Smila, Ukraine and Newton, Iowa have had a sister city relationship for 30 years. Many Smila Ukraine citizens have visited and or studied in Newton.

We have great concern for Smila as well as all Ukrainians as they engage in a war with Russia. On behalf of OPEN, Newton's sister city organization, we are suggesting that a \$2,000 donation from the city of Newton for Smila at this time of need will be helpful for Smila. We have confidence the funds will be used wisely.

Jane Ann Cotton

Jane Ann Cotton
Chair, OPEN

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 4,643.14
Ag-Grow Plus Lawn Care	Airport	Service	\$ 168.54
Airgas USA LLC	Fire	Supplies	\$ 167.04
Alliant Energy/IPL	All	Utility	\$ 4,959.70
Amazon Capital Services	All	Supplies	\$ 2,367.29
American Business Phones	Administration	Service	\$ 25.00
Axon Enterprise Inc	Police	Equipment	\$ 378.50
Baker & Taylor	Library	Books	\$ 2,367.06
Baker & Taylor Entertainment	Library	DVDs	\$ 248.17
Baker Group	City Center	Service	\$ 614.50
Bituminous Materials & Supply	Street	Supplies	\$ 455.64
Black Clover Enterprises LLC	Golf	Merchandise	\$ 70.95
Black Hills Energy	Cemetery	Utility	\$ 201.35
Blackstone Publishing	Library	Books	\$ 247.78
Bob's Septic	Golf/Parks	Service	\$ 534.00
Bolton & Menk Inc	Street	Service	\$ 20,439.00
Bound Tree Medical LLC	Fire	Supplies	\$ 233.86
Caldwell Brierly & Chalupa PLLC	D&D Program	Service	\$ 1,048.90
Capital One	Fire/Parks	Supplies	\$ 345.16
Cappy's Tire & Auto Service	Parks	Service	\$ 483.96
Carl's Window Service	Library	Service	\$ 990.00
Carolina Software	Landfill	Service	\$ 1,100.41
CCL Supply LLC	Water Pollution Control	Supplies	\$ 149.30
Cengage Learning	Library	Technology	\$ 1,145.52
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 343.50
Chamber of Commerce	Executive	Service	\$ 300.00
Cintas	All	Service	\$ 876.36
Clapsaddle-Garber Assoc	Airport	Service	\$ 12,308.64
Classic Car Wash	Police	Service	\$ 449.00
Con-Struct Inc	Airport	Service	\$ 79,157.54
D & K Products	Parks	Supplies	\$ 2,096.00
Deere & Company	Landfill/Street/WPC	Equipment	\$ 66,800.00
Dell Marketing L.P.	Police	Equipment	\$ 1,883.64
Demco Inc	Library	Supplies	\$ 892.26
Diamond Vogel Inc	Maytag Pool	Supplies	\$ 2,062.54
Digium Cloud Services LLC	All	Utilities	\$ 406.00
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Cemetery/Garbage	Service	\$ 61,473.50
Dodd, Michelle	Housing Incentives	Incent	\$ 10,000.00
Doors Inc	Library	Service	\$ 180.00
Endress & Hauser Inc	Water Pollution Control	Service	\$ 250.00
FBG Service Corporation	Library	Service	\$ 1,790.42
Forbes Office Solutions	Library	Service	\$ 298.82
FOX Strand	Water Pollution Control	Service	\$ 5,220.00
Frasier, Lisa	Finance	Reimbursement	\$ 103.88
Galls LLC	Fire	Supplies	\$ 61.36
Global Industrial	Water Pollution Control	Supplies	\$ 142.40
Good Housekeeping	Library	Supplies	\$ 9.99
Grainger Inc	Water Pollution Control	Supplies	\$ 70.96

Gralnek-Dunitz	Parks	Supplies	\$ 61.50
Gregg Young Auto Center	Police	Service	\$ 298.00
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 8,735.69
Heisdorffer, Michele	Finance	Reimbursement	\$ 65.94
Hewitt Service Center	City Garage	Supplies	\$ 1,595.00
Homeguard Security Alarm	All	Service	\$ 170.00
Illinois Library Association	Library	Supplies	\$ 844.42
Image Trend Inc	Fire	Service	\$ 256.00
IMWCA	All	Service	\$ 2,893.82
In-Roads LLC	RUT 2021 Revenue Bonds	Service	\$ 6,270.00
Interstate All Battery Center	Fire	Supplies	\$ 150.20
Iowa Dept of Natural Resources	Landfill	Training	\$ 20.00
Iowa Fire Marshals Association	Fire	Service	\$ 50.00
Iowa Golf Association	Golf	Service	\$ 352.00
Iowa Law Enforcement Academy	Police	Service	\$ 150.00
Iowa League of Cities	Executive	Conference	\$ 80.00
Iowa One Call	Engineering/WPC	Service	\$ 91.20
Iowa Prison Industries	Street	Supplies	\$ 1,212.10
Iowa State University	Street	Training	\$ 270.00
Iowa Workforce Development	Administration/Fire/Parks	Service	\$ 13,749.00
JETCO Inc	Water Pollution Control	Service	\$ 1,898.90
John Deer Financial	Golf	Supplies	\$ 545.36
Johnson Aviation	Airport	Service	\$ 4,647.52
Kiesler's Police Supply	Police	Supplies	\$ 2,804.60
Lakeshore Learning Materials	Library	Supplies	\$ 126.48
Lands' End Business Outfitters	Fire	Supplies	\$ 260.66
Liberty Tire Services LLC	Landfill	Service	\$ 135.00
Liebl Marketing Group	East Mart TIF	Service	\$ 4,800.00
Lyman, Rick	Police	Service	\$ 190.00
Magnum Automotive	Water Pollution Control	Supplies	\$ 743.40
Manatts - D.M.	Street	Supplies	\$ 1,320.60
Martin Marietta Materials	Street	Supplies	\$ 4,733.21
McMaster-Carr	Water Pollution Control	Supplies	\$ 245.94
Mediacom	Golf	Utility	\$ 187.43
Menards-Altoona	Fire	Supplies	\$ 34.99
Metro Waste Authority	Street	Service	\$ 182.88
MG Laundry Corporation	City Center/Fire	Service	\$ 114.20
Midwest Alarm	Library	Service	\$ 221.64
Midwest Automatic Fire	Water Pollution Control	Service	\$ 93.79
Midwest Lawn Services	Library	Service	\$ 900.00
Municipal Supply Inc	Water Pollution Control	Supplies	\$ 288.70
NAPA Auto Parts	All	Supplies	\$ 858.10
National Assoc of School Resource	Police	Training	\$ 495.00
New York Times	Library	Supplies	\$ 270.00
News Printing Company	All	Service	\$ 384.54
Northern Tool	Water Pollution Control	Supplies	\$ 1,493.87
O'Reilly Auto Parts	Golf/Parks	Supplies	\$ 344.29
Otto Law Firm	Executive	Service	\$ 665.00
OverDrive Inc	Library	Books	\$ 6,000.00
Peter, Phyllis	Library	Reimbursement	\$ 126.36
Preferred Pest Control Inc	Library	Service	\$ 364.00
Premier Office Equipment	Administration/Police	Service	\$ 330.29
Quill Corporation	All	Supplies	\$ 161.98
Ray, Chad	Fire	Reimbursement	\$ 160.00

Regents of the University of Minnesota	Library	Supplies	\$ 366.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 95.78
Riggs Printing Inc	Police	Supplies	\$ 160.00
Rozendaal Services LLC	Community Beautification	Service	\$ 500.00
Sandry Fire Supply LLC	Fire	Service	\$ 27,911.25
Secretary of State	Library	Service	\$ 30.00
Security Equipment Inc	All	Service	\$ 4,049.00
Showcases	Library	Supplies	\$ 68.85
Sign Pro	Parks/Public Works Admin	Service	\$ 177.00
SirsiDynix	Library	Service	\$ 43,818.49
Spahn & Rose Lumber Co	All	Supplies	\$ 552.41
Sprayer Specialties Inc	City Garage	Supplies	\$ 181.12
Springer Professional Home Services	City Center/Golf/Library	Service	\$ 212.00
State Hygienic Laboratories	Water Pollution Control	Supplies	\$ 100.50
Streif, Justin	Landfill	Reimbursement	\$ 41.86
Studio Melee	Library	Service	\$ 3,300.00
SWANA	Landfill	Dues	\$ 223.00
Theisen's	All	Supplies	\$ 1,664.32
Theisen's Marshalltown	Street	Supplies	\$ 204.08
Tifosi Optics Inc	Golf	Merchandise	\$ 171.93
TK Concrete Inc	Street	Service	\$ 21,764.50
Toad Valley Golf Course	Golf	Service	\$ 375.00
True Pitch Inc	Parks	Supplies	\$ 1,197.71
True Value Hardware	All	Supplies	\$ 935.95
USABlueBook	Water Pollution Control	Supplies	\$ 357.10
Van Maanen Electric Inc	Fire/Maytag Pool	Service	\$ 3,489.35
Vantage Apparel	Golf	Merchandise	\$ 1,110.74
Variety Specialities	Golf	Supplies	\$ 34.00
Vernon Library Supplies	Library	Supplies	\$ 188.08
Warnick & Reeves Mechanical	Parks	Supplies	\$ 54.00
Water Department	City Center	Utilities	\$ 83.23
Waters Edge Aquatic Design	Maytag Pool	Service	\$ 2,040.00
WPS GHA	Fire	Reimbursement	\$ 318.60
WPS Government Health Administrators	Fire	Reimbursement	\$ 631.02
Ziegler Inc	Parks	Supplies	\$ 589.81
Total			\$ 482,897.61

Pre-Authorized Payments

Beverage Distributors of Iowa	Golf	Concessions	\$ 456.38
Black Hills Energy	All	Utilities	\$ 5,317.61
Doll Distributing LLC	Golf	Concessions	\$ 987.78
Iowa Beverage Systems	Golf	Concessions	\$ 421.20
Lion Development Group	N Central TIF	Rebate	\$ 53,930.00
McCann Housing Associates LP	McCann Urban Renewal TIF	Rebate	\$ 30,662.38
Mediacom	City Center / Golf	Utilities	\$ 531.60
Newton Elite Properties LLC	1st Ave E TIF	Rebate	\$ 9,323.78
Procrafters Roofing	Parks	Service	\$ 966.59
United States Cellular	All	Utilities	\$ 277.25
Verizon Wireless	Police/Disaster Services	Utilities	\$ 50.03
Windstream	All	Utilities	\$ 674.05
Windstream	All	Utilities	\$ 1,426.18
Total			\$ 105,024.83

ACH Payments from Great Southern Bank

Advantage Credit Union	Insurance	All	\$ 15,080.00
Bank Iowa	Insurance	All	\$ 5,220.00
Great Southern Bank	Insurance	All	\$ 290.00
Kabel	Insurance	All	\$ 50.00
Payroll 4-15-22	Payroll	All	\$ 445,313.54
Payroll 3-31-22		All	\$ 422,217.10
Mutual of Omaha	Insurance	All	\$ 4,178.93
State of Iowa	Sales Tax	General	\$ 4,173.17
Wellmark BC/BS	Insurance	All	\$ 177,862.02
Total:			\$ 1,074,384.76

City of Newton Council Report

Item: Resolution approving the purchase agreement for real property located at 1024 North 11th Avenue East, Newton, Jasper County, Iowa

Summary: The Bentley Grove Greenhouse, LLC has offered \$5,000 to purchase the cleared D&D lot at 1024 North 11th Avenue East. It is proposed to combine the cleared lot with the existing adjacent greenhouse property.

Financial Impact: \$5,000 to the D&D Program



Report Number: 22-137

Date: May 2, 2022

Lead Department:
Community Development

Recommendation:
Approve

Summary: The Bentley Grove Greenhouse, LLC has offered \$5,000 for the City owned property at 1024 North 11th Avenue East. It is proposed to combine the cleared lot with the existing adjacent greenhouse property, which The Bentley Grove Greenhouse LLC is in the process of purchasing. No other offers for the property were received.

By June 30, 2024, The Bentley Grove Greenhouse, LLC will have constructed a new retail building utilizing at least two different siding styles on 1024 North 11th Avenue East. Incorporating 1024 North 11th Avenue East squares up the existing greenhouse property. See the neighborhood map on the following page.

The registered agent for The Bentley Grove Greenhouse, LLC is David Bentley. Also involved in the business is Julia Prendergast and Ryan Anderson.

The City acquired the property through the process prescribed by 657A.10A of State of Iowa Code. The City took ownership in September 2021.

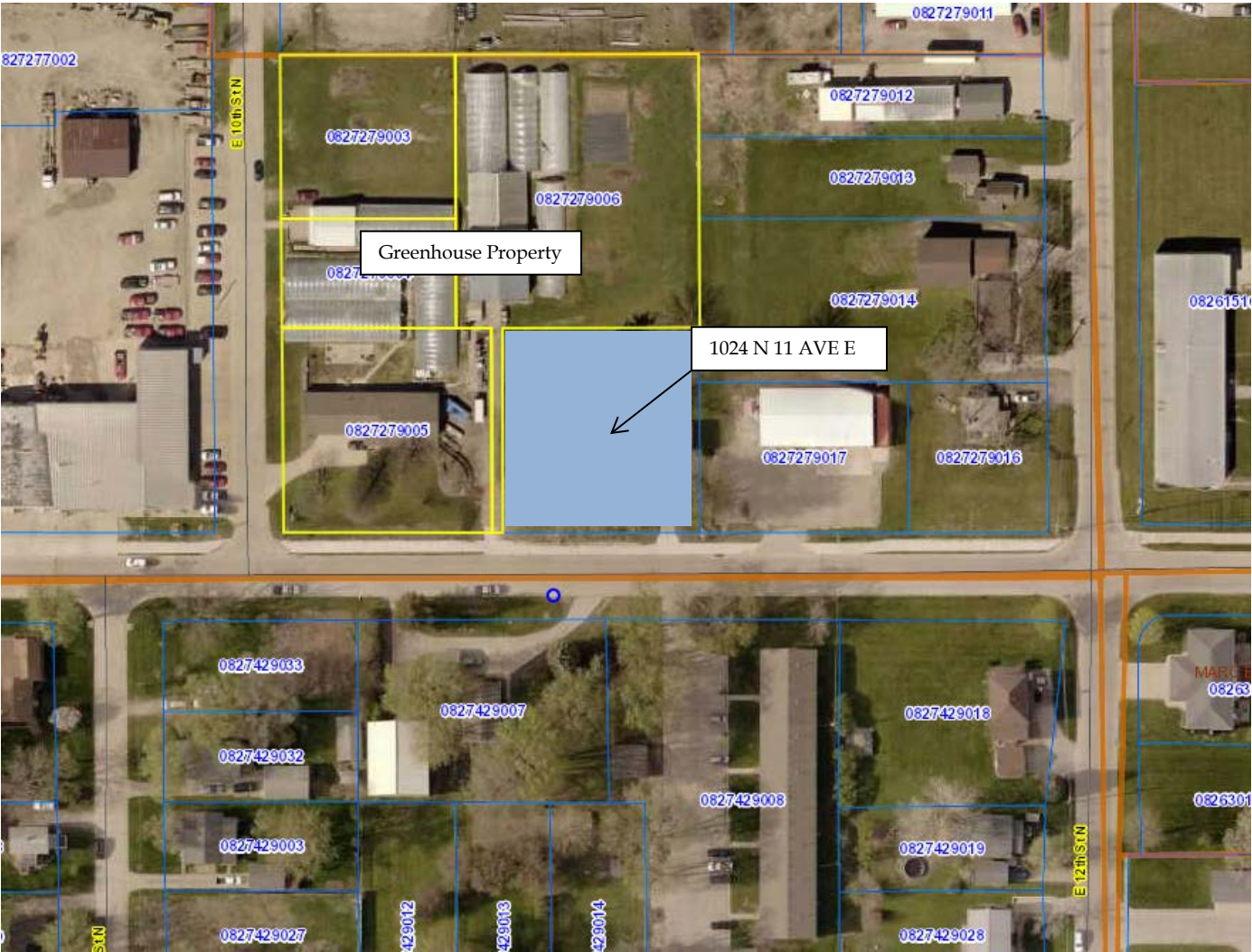
Recommendation:

City Staff recommends approval of the sale of 1024 North 11th Avenue East to The Bentley Grove Greenhouse, LLC.

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

Matt Muckler
City Administrator

Neighborhood Map:



RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL
PROPERTY AT 1024 NORTH 11TH AVENUE EAST, NEWTON, JASPER
COUNTY, IOWA.**

WHEREAS, The Bentley Grove Greenhouse, LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 1024 North 11th Avenue East, legally described as:

LOT 1 IN BLOCK 2 EXCEPT THE WEST 8 FEET; AND LOT 6 IN BLOCK 2 EXCEPT THE WEST 25.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE EAST 8 FEET OF THE WEST 33.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE NORTH 80 FEET; AND OUTLOT C EXCEPT THE NORTH 200 FEET; ALL IN DODGE'S SUBDIVISION, IN NEWTON, JASPER COUNTY, IOWA AS THE SAME APPEARS IN PLAT BOOK D AT PAGE 53 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

WHEREAS, said real estate is not needed for public purposes, and

WHEREAS, Iowa Code Chapter 364.7 requires cities to set a public hearing before selling or disposing of real estate, and,

WHEREAS, the City has set such a hearing, given the required public notice, and held the public hearing; and

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

That the attached Purchase Agreement for property at 1024 North 11th Avenue East be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE & REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **1024 North 11th Avenue East**, is made on or as of the _____ day of _____, 2022, by and between the City of Newton, Iowa (hereinafter "City"), and The Bentley Grove Greenhouse, LLC, of Newton, IA (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Five Thousand** Dollars (\$5,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

SECTION 2. TAXES. The City will prorate to the Buyer the taxes incurred under City ownership until the time of closing. All regular taxes due and payable after closing shall be the responsibility of the Developer.

SECTION 3. SPECIAL ASSESSMENTS. The City shall pay all special assessments which are a lien on the date of acceptance of this offer. None are known at this time.

SECTION 4. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

1024 North 11th Avenue East, legally described as: LOT 1 IN BLOCK 2 EXCEPT THE WEST 8 FEET; AND LOT 6 IN BLOCK 2 EXCEPT THE WEST 25.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE EAST 8 FEET OF THE WEST 33.75 FEET OF THE SOUTH 40 FEET AND EXCEPT THE NORTH 80 FEET; AND OUTLOT C EXCEPT THE NORTH 200 FEET; ALL IN DODGE'S SUBDIVISION, IN NEWTON, JASPER COUNTY, IOWA AS THE SAME APPEARS IN PLAT BOOK D AT PAGE 53 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the the office of the City of Newton's legal counsel, Caldwell, Bierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

JB

c.) Abstract of Title. The Seller shall provide an abstract of Title to the Purchaser for property subject to this agreement. It will be the Seller's responsibility to have abstract(s) updated. The abstract(s) shall become the property of the Purchaser at the time of the delivery of the deed.

SECTION 6. IMPROVEMENTS. The Buyer shall be responsible for making improvements to the property as follows:

- a) Construction of a retail building with a building footprint of approximately 40 x 60 feet and exhibiting at least two different building covering materials of the developer's choice on the primary facade (such as siding and stone or siding and brick). The building and site development will meet the adopted building, site plan, and zoning codes for the City of Newton and all necessary plans and permit approvals will be obtained. Construction of the new building to commence no later than June 30, 2024. Construction commencement date may be revised and accepted by action of the Newton City Council.

SECTION 7. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. The Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of the City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion.

SECTION 8. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of the Buyer to timely construct certain improvements, the City will furnish the Buyer with a Certificate of Completion so certifying. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If the City shall refuse or fail to provide certification in accordance with this Section, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating with detail in what respects the Developer has failed to complete the improvements in accordance with this Agreement, or its otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

SECTION 9. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

In the event that the City does not tender conveyance or possession of the Property in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Purchaser, then this Agreement shall, at the option of the Purchaser, be terminated by written notice thereof to the City,

JB

and neither the City nor the Purchaser shall have any further rights against or liability to the other under this Agreement. All deposits, if any, shall be returned to the Purchaser.

SECTION 10. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of the Buyer, is addressed or delivered personally to the Buyer at the address stated in preamble to this Agreement; and,

(b) In the case of the City, is addressed or delivered personally to the City Administrator, 101 West 4th Street South, Newton, IA 50208, or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 11. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 12. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has caused this Agreement to be duly executed in its name, on or as of the day first above written.

JB

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By:  4/19/2022

David Bentley
The Bentley Grove Greenhouse LLC

City of Newton Council Report



Item:

Ordinance Amending The Code Of Ordinances, City Of Newton, Iowa, 2016, Title Iii, Chapter 32, Section 32.016, "Appointment And Term", To Change The Term Ending Date For Civil Service From The First Monday In April To December 31st.

Report Number: 22-126

Date:

April 18, 2022

Lead Department/Division:

Administration

Recommendation:

Approve

Summary:

To align Civil Service Commissioner's term dates to December 31st of their respective term expiration years.

Financial Impact: none

Background:

Over the last few years staff has worked to migrate the term dates of all the various boards and commissions to December 31st in order to streamline the administrative duties associated with tracking term dates.

Approval of this Ordinance would adjust the term expiration dates within the City Code to December 31st of their respective term expiration years. Once the Ordinance has been approved a Resolution will come to the Council that would bring the term expiration dates of all three current members in alignment with the recently approved Ordinance.

The Iowa Code Section 400.1 involves the creation of the Civil Service Commission and the appointment of its members. It is the City Attorney's legal opinion that the April deadline (along with the 30 day appointment requirement) only applies to the original appointments.

If the language about successors set the term at "48 months," or "exactly four years," or "appointed for a four year term expiring in April," then there would be no doubt. However, the term "four years" is general enough to encompass someone who is appointed to a term in April with that term expiring in December four years later (specifically 56 months).

Recommendation:

Staff recommends approval of the Ordinance adjusting the term expiration dates of the Civil Service Commission as noted above.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE III,
CHAPTER 32, SECTION 32.016, "APPOINTMENT AND TERM", TO CHANGE THE TERM ENDING DATE
FOR CIVIL SERVICE FROM THE FIRST MONDAY IN APRIL TO DECEMBER 31ST

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title III, Chapter 32, Section 32.016,
"Appointment and Term" is hereby amended by adding or ~~deleting~~ the following:

§ 32.016 APPOINTMENT AND TERM.

The Mayor, one year after a regular municipal election, with the approval of the Council, shall appoint three civil
service commissioners who shall hold office, one until the first Monday in April of the second year, one until the first
Monday in April of the third year, and one until the first Monday in April of the fourth year after such appointment,
whose successors shall be appointed for a term of four years, expiring on December 31st of their respective term
expiration years.

(2011 Code, § 5.0102).

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 after the final passage, approval and publication as
provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____,
2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton
on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to Make Changes to Street Parking Along East Thirty-First Street North, North Eleventh Avenue East and South Thirteenth Avenue East

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 22-127

Date: April 18, 2022

Lead Department: Police Department

Recommendation: Approve

Background:

Within the community there are several roadways on the peripheral of the city limits that have granular shoulders. These roadways are typically along industrial or commercial areas where speed limits range between 35-45 mph. Many of these roadways are near local attractions and when cars are parked along the granular shoulder a traffic hazard is created due to speed, presence of pedestrians and increased traffic volume. These roadways are not typically used for day-to-day residential or business parking.

In preparation for large community events in 2022 and beyond the Traffic Safety Committee reviewed parking along several roadways and recommend the following parking restrictions:

- E 31st St N – no parking on the east and west side from 1st Ave E north to N 19th Ave E
- N 11th Ave E–no parking on the north and south side from E 19th St N east to E 31st St N
- S 13th Ave E – no parking on the north and south side from E 19th St S east to Iowa Speedway Dr.

Restricting parking in the proposed areas will prevent parking during large events and allow for free passage of residents and visitors and keep public safety personnel safe while directing traffic.

Recommendation:

Staff recommends approval of the ordinance.

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING ALONG EAST THIRTY-FIRST STREET NORTH, NORTH ELEVENTH AVENUE EAST AND SOUTH THIRTEENTH AVENUE EAST

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

STREETS, NORTHEAST QUADRANT

East Thirty-First Street North

"No Parking Anytime".

East and west side from First Avenue East north to North Nineteenth Avenue East

AVENUES, NORTHEAST QUADRANT

North Eleventh Avenue East.

"No Parking Anytime".

North side from East Eighth Street North to 341 feet east of the curb line of East Nineteenth Street North.

South side from East Eighth Street North to 170 feet east of the east curb line of East Eighth Street North.

South side from East Twelfth Street North to 80 feet east of the projected east curb line of East Fourteenth Street North.

~~South side from East Nineteenth Street North to 140 feet east of the east curb line of East Nineteenth Street North.~~

North and south side from East Nineteenth Street North east to East Thirty-First Street North

AVENUES, SOUTHEAST QUADRANT

South Thirteenth Avenue East.

"No Parking Anytime".

Both sides from East Twelfth Street South to ~~East Nineteenth Street South~~ Iowa Speedway Drive

Southside from East Fifth Street South, east 60 feet.

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 _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

City of Newton Council Report

Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 95: Cemeteries.

Summary: The proposal is to update language to reflect the recent platting of Veteran's Block 3 (V-3) at Union Cemetery.

Financial Impact: None



Report Number: 22-138

Date: May 2, 2022

Lead Department:
Community Services

Recommendation:
Approve

Background: In 2021, City staff worked with Bolton & Menk and the local Veteran's groups to plat the new Veteran's Block 3 (V-3) at Union Cemetery. This was needed to assure available burial spaces for Veterans after the existing V-1 and V-2 areas are full.

This proposed ordinance change includes the following revisions in Section 95.09 Veteran's Plot:

- Changes all references of "*Veteran's Blocks V-1 and V-2*" to "*All Platted Veteran's Blocks*"
- Changes all references of "*Veteran's Sections V-1 and V-2*" to "*All Platted Veteran's Sections*"

Recommendation: Staff recommends approval of the ordinance.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF
NEWTON, IOWA, 2016, TITLE IX, CHAPTER 95: CEMETERIES.**

WHEREAS, in 2021, City staff worked with Bolton & Menk and the local Veteran's groups to plat the new Veteran's Block 3 (V-3) at Union Cemetery; and

WHEREAS, this was needed to assure available burial spaces for Veterans after the existing V-1 and V-2 areas are full; and

WHEREAS, this proposed ordinance change in Section 95.09 Veteran's Plot reflects the recent addition of the new Veteran's Block 3 (V-3); and

WHEREAS, staff recommends approval of the ordinance.

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

Section 1.

Title IX, Chapter 95 is amended as shown in "Attachment A."

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 _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____, 2018 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2018.

Dated this ____ day of _____, 2018.

Katrina Davis, City Clerk

ATTACHMENT A

Amendments or additions to the ordinance are found in **bold, underlined** text, while deletions are shown ~~with a strikethrough line~~.

CHAPTER 95: CEMETERIES

§ 95.09 VETERAN'S PLOT.

(C) *Time of sale of lots in **all platted** Veteran's Blocks ~~V-1 and V-2~~*. No lot shall be granted or sold until it is required for the immediate burial of a veteran; except that, the spouse of such person may at the time of such burial or at any time thereafter that such lot is available, purchase the immediately adjoining lot for the burial of the surviving spouse of such veteran. Only one casketed or cremation remains burial shall be allowed per lot in **all platted** Veteran's Sections ~~V-1 and V-2~~.

(D) *Grave markers in **all platted** Veteran's Blocks ~~V-1 and V-2~~*. Each grave shall be marked with one government issue, flat, gray granite veteran's marker two feet long, one foot wide and not less than four, nor more than six, inches thick, or a like marker obtained from other sources, which shall be set so that the tip is flush with the surface of the ground. No lettering shall be permitted on such markers, except the name of the person, military rank, if any, the year of birth and the year of death. No raised lettering shall be permitted. Lettering on markers which are not obtained from the government shall be like that on government issue markers. The grave of each person, whether a veteran or the spouse of a veteran, shall be marked with a separate marker. No other marker of any kind shall be allowed or used; except that, the grave of each veteran may also be marked by one or more standard bronze combination veteran's grave marker and flag holder which can be readily removed while mowing or caring for the lot. No double marker of any kind or additional marker shall be permitted for any single burial lot.

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 2100-2200 block of South Fifth Avenue East.

Report Number: 22-139

Date: May 2, 2022

Summary: To restrict street parking for safety purposes and accommodate current use.

Lead Department: Police Department

Financial Impact: None

Recommendation: Approve

Background:

The City received safety concerns from citizens regarding street parking in the 2100-2200 blk of S 5th Ave E. These complaints are a result of vehicles being parked on both sides of street during school pick up and drop off and the street is too narrow to allow this parking capacity and still allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 2100-2200 blk of S 5th Ave E is 26 feet wide and is not wide enough to safely accommodate parking on both sides of the street during school days when pick up and drop off operations are underway. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on the north side of the street.

Twelve (12) surveys describing the recommended changes were sent to the adjacent property owners. Two (2) surveys were returned with two (2) residents agreeing with the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment.

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

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 2100-2200 BLOCK OF SOUTH FIFTH AVENUE EAST

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

AVENUES, SOUTHEAST QUADRANT

South Fifth Avenue East.

"No Parking Anytime".

Both sides from First Street South east to East Second Street South.

South side from East Second Street South east to East Third Street South.

Both sides from East Third Street South east to East Fifth Street South.

Both sides from East Sixth Street South east to East Eighth Street South.

North side from East Twelfth Street South east to South Fourth Avenue Place East.

"No Parking 8:00 a.m. - 5:00 p.m. School days".

South side from Twenty-fourth Street South to East Twenty-third Street South.

North side from East Twenty-first Street South to East Twenty-third Street South.

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 _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

Parking Survey—S 5th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on north side of S 5th Ave E in the 2100-2200 blk and return to the City of Newton Police Department by April, 25, 2022.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

I have had issues with house directly across the road from me having multiple visitors parking on both sides of road & sometimes directly behind my driveway & sometimes blocking my curb cut to my drive.

502 E 21st St S

It's been a struggle, but this might help!

I've never had an issue in the 13 yrs. that I've lived here - until that house was sold in 2019

100% agree!!!

410 E 21st S

Parking Survey—S 5th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on north side of S 5th Ave E in the 2100-2200 blk and return to the City of Newton Police Department by April, 25, 2022.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

2205 S 5th Ave E

City of Newton Council Report

Item: Resolution approving a new, revised agreement between the City of Newton and Project AWAKE.

Summary: Approval of a revised partnership agreement listing responsibilities of both parties related to the Newton Arboretum and Krumm Center.

Financial Impact: Decreased City staff time to be spent handling Project AWAKE business.



Report Number: 22-140

Date: May 2, 2022

Lead Department:
Community Services

Recommendation: Approve

Background:

With the City of Newton parks office staff having left the Krumm Center at Agnes Patterson Park in 2017, City staff no longer utilized the offices there. Because of this, Project AWAKE and the City began discussions on what role each party would have in the future operations at the Krumm Center and the Newton Arboretum. On October 17, 2017 City Council approved a three year agreement with Project AWAKE that addressed a number of items including snow plowing, booking of facility rentals, occasional grounds maintenance assistance, and providing of points-of-contact for each party. On October 19, 2020 a new three year agreement was approved which addressed some additional minor items not included in the 2017 agreement. A more recent agreement was approved on August 16, 2021 that added language related to insurance requirements for both parties.

In early 2022 Project AWAKE added a staff member to handle their daily office duties. With the creation of this new position, the Project AWAKE office duties currently handled by the Community Services Department's Administrative Specialist as spelled out in the current agreement have greatly decreased. Department staff worked with Project AWAKE's new employee to facilitate a smooth transition to Project AWAKE things such as facility rentals, fielding general questions from the public, and assistance with fundraising letters and mailings. Staff revised the language in this proposed agreement, and Project AWAKE's board has reviewed and approved of the language. Approval of this agreement will extend the expiration out to three years from the date both parties have signed it.

Recommendation:

City Staff recommends approval of this new three-year agreement; with a provision to reopen the agreement to revisions prior to its expiration should both parties be in agreement.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING A NEW, REVISED AGREEMENT BETWEEN
THE CITY OF NEWTON AND PROJECT AWAKE**

WHEREAS, with the City of Newton parks office staff having left the Krumm Center at Agnes Patterson Park in 2017, City staff no longer utilized the offices there; and

WHEREAS, following that move Project AWAKE and the City began discussions on what role each party would have in the future operations at the Krumm Center and the Newton Arboretum; and

WHEREAS, on October 17, 2017 City Council approved a three year agreement with Project AWAKE that addressed a number of items including snow plowing, booking of facility rentals, occasional grounds maintenance assistance, and providing of points-of-contact for each party; and

WHEREAS, On October 19, 2020 a new three year agreement was approved which addressed some additional minor items not included in the 2017 agreement; and

WHEREAS, a more recent agreement was approved on August 16, 2021 that added language related to insurance requirements for both parties; and

WHEREAS, in early 2022 Project AWAKE added a staff member to handle their daily office duties; and

WHEREAS, staff has worked with Project AWAKE's new employee to facilitate a smooth transition to Project AWAKE things such as facility rentals, fielding general questions from the public, and assistance with fundraising letters and mailings; and

WHEREAS, staff revised the language in this proposed agreement, and Project AWAKE's board has reviewed and approved of the language; and

WHEREAS, City staff recommends that the City of Newton accept the terms of the proposed agreement and enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the updated three year partnership agreement between the City of Newton and Project AWAKE is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said agreement, filed in the office of the City Clerk, is to be signed by the Mayor on behalf of the City.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton and Project AWAKE Partnership Agreement

The City of Newton is proud of the work Project AWAKE and its volunteers have done to develop and maintain the Newton Arboretum and Krumm Center. The time and labor that volunteers have invested into the Newton Arboretum are a testament to the service-minded citizens found within the community.

The City of Newton would like to continue the partnership with Project AWAKE to ensure the Newton Arboretum remains an asset to the community's park system as well as an attractive tourism destination. To assist Project AWAKE succeed in managing the Newton Arboretum, and to define the responsibilities of each party concerning Project AWAKE's Krumm Center building located on City of Newton property, both parties commit to the following:

1. Snow & Ice Removal:
 - a. The City will be responsible for removing snow from the Newton Arboretum parking lot and entrance road. Snow removal will occur as part of the Parks normal removal procedures and rounds, with Parks staff making a reasonable effort to clear said snow ahead of normal office hours should Project AWAKE have a full-time employee working there daily.
 - b. Project AWAKE will be responsible to clear snow and ice from sidewalks adjacent the parking lot and building. Project AWAKE will be responsible for the purchase and application of any needed ice melt, whether in the parking lot or on adjacent sidewalks.
2. Maintenance:
 - a. The City will assist Project AWAKE with occasional grounds maintenance needs including periodic tree removal, annual spraying, and small projects that may require the city's tractor or other equipment.
 - b. Project AWAKE will be responsible for the purchase of all fertilizers, weed killer, or other chemicals even if applied by the City. The City will provide an estimated cost ahead of all said purchases and applications.
 - c. Project AWAKE will be responsible for all other maintenance duties, whether indoors or outdoors, unless noted otherwise in this agreement.
3. Contact Information:
 - a. The City will provide Project AWAKE with a single point of contact for coordination of all items in this agreement.
 - b. Project AWAKE will provide a single point of contact to the City for coordination of all items in this agreement. Project AWAKE board members, if not designated as the point of contact, shall not be contacting the City to direct work or request assistance.



4. Insurance Requirements:

- a. Project AWAKE shall provide insurance coverage for the Krumm Center building, its contents, and any liability it may incur.
- b. The City shall provide insurance coverage on any City-owned property or equipment stored inside or adjacent to the Krumm Center building, and for any liability it incurs.

5. Other Items:

- a. The City will be responsible for all state and American flags, including but not limited to raising and lowering to half-staff as required.
- b. The City will have free use of the facility, if needed and available, for periodic weekday or weeknight events or meetings, except on Fridays. No City use of the facility for said meetings or events will be allowed on weekends or holidays either. The City will contact Project AWAKE to schedule said use.

The terms of this agreement shall be valid for three years after signature by the City. Revisions to this agreement may be made prior to the expiration of the agreement should both parties agree to said revisions.

Mayor's Signature _____

Date _____

Project AWAKE President _____

Date _____

City of Newton Council Report

Item: Resolution approving the 2022 revisions to the Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery.

Summary: Update of the current cemetery rules and regulations for both City cemeteries.

Financial Impact: none



Report Number: 22-141

Date: May 2, 2022

Lead Department:
Community Services

Recommendation: Approve

Background:

In 2018, staff prepared an updated set of cemetery rules and regulations covering both Union Cemetery and Memorial Park Cemetery. These rules were then approved by Council Resolution 2018-073 on March 19, 2018.

Since the most-recent set of rules were adopted in 2018, additional items or situations have come up that may require a new rule, or a revision or clarification of an existing rule. The rules and regulations being proposed with this council resolution consist of numerous smaller items related to both cemeteries. In preparing these proposed revisions, staff sought the input of local funeral homes, monument companies, and Veteran's groups several times throughout the process.

Highlights of the proposed changes include:

- Address update for the Community Services Department offices.
- Definitions of "Owner" and "Purchaser" added.
- Removal of the City buy-back option for previously sold lots.
- Clarification on the hierarchy used when no surviving parent or child of the deceased exists.
- Rules on transfer of ownership of lots.
- Clarification of general prohibited items and actions on cemetery grounds.
- Update on hours available for interments and City holiday list, both to align with current fee schedule.
- Advance notice requirements for interments,
- Clarification and limitations on disinterments.
- Numerous updates, clarifications, and revisions related to allowable items, plantings, and clean-up at individual grave sites and columbariums.
- Updates and revisions related to types, sizes, and the setting of monuments.

Recommendation:

City staff recommends approval of this resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE 2022 REVISIONS TO THE CEMETERY
RULES AND REGULATIONS FOR UNION CEMETERY AND MEMORIAL
PARK CEMETERY**

WHEREAS, in 2018, staff prepared an updated set of cemetery rules and regulations covering both Union Cemetery and Memorial Park Cemetery; and

WHEREAS, these rules were then approved by Council Resolution 2018-073 on March 19, 2018; and

WHEREAS, since the most-recent set of rules were adopted in 2018, additional items or situations have come up that may require a new rule, or a revision or clarification of an existing rule; and

WHEREAS, in preparing these proposed revisions, staff sought the input of local funeral homes, monument companies, and Veteran's groups several times throughout the process; and

WHEREAS, the proposed changes, revisions, and additions include:

- Address update for the Community Services Department offices.
- Definitions of "Owner" and "Purchaser" added.
- Removal of the City buy-back option for previously sold lots.
- Clarification on the hierarchy used when no surviving parent or child of the deceased exists.
- Rules on transfer of ownership of lots.
- Clarification of general prohibited items and actions on cemetery grounds.
- Update on hours available for interments and City holiday list, both to align with current fee schedule.
- Advance notice requirements for interments.
- Clarification and limitations on disinterments.
- Numerous updates, clarifications, and revisions related to allowable items, plantings, and clean-up at individual grave sites and columbariums.
- Updates and revisions related to types, sizes, and the setting of monuments.

NOW, THEREFORE, BE IT RESOLVED, that the 2022 Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery are hereby accepted; and

BE IT FURTHER RESOLVED, that the 2022 Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery shall supersede all previous or conflicting cemetery rules and regulations approved by past City Council resolutions for the operations of Union Cemetery and Memorial Park Cemetery.

PASSED this _____ day of May, 2022.

APPROVED this _____ day of May, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

~~2018~~ ~~2022~~ Cemetery Rules and Regulations
Union Cemetery & Memorial Park Cemetery
Newton, Iowa

(Approved ~~3-19-2018~~ insert date)

Forward

It is the desire of the City of Newton to continue to make Union Cemetery and Memorial Park Cemetery a quiet, beautiful place and a symbol of love and faith. To this end and for the mutual protection of the interment rights of others, the following rules and regulations have been adopted by the City Council of the City of Newton, Iowa, as the rules and regulations of Union Cemetery and Memorial Park Cemetery.

All lot, niche or crypt owners of interment rights; visitors within the Cemetery; and all lots, niches, or crypts sold shall be subject to these rules and regulations, amendments, or alterations. Reference to these rules and regulations in the certificate of interment rights to a lot shall have the same force and effect as if set forth in full therein.

It is the duty of the City of Newton to preserve the rights conferred on them under the laws of the State of Iowa for insuring the stability of improvements, the orderly upkeep of the grounds, a respectful manner of interment, and proper observance of the sacredness of the Cemetery.

The City reserves, at its option, to temporarily suspend or modify any rule or regulation; and such temporary suspension or modification shall not be construed as affecting the general application and enforcement of such rules. In the event that questions or disputes arise due to conflicting, unclear, or otherwise ambiguous interpretations of these rules and regulations, the City Administrator, or their designee, shall reserve the right to issue a clarification or determination on any said question or dispute.

Section 1. Definitions:

Cemetery Office: The term "Cemetery Office", if used in this document, shall mean the Community Services Office maintained at ~~403 W 4th St N, Suite 501~~ ~~1700 N 4th Ave W~~, Newton, Iowa.

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a) Cemetery: The term "Cemetery" is hereby defined as Union Cemetery located at 1601 W 4th St N, Newton, Iowa and/or Memorial Park Cemetery located at 2710 1st Ave E, Newton, Iowa; one or both to include a burial park for earth interments, a mausoleum for vault or crypt interments, and a columbarium for cremain interments or a combination of one or more than one thereof.

Columbarium: A structure for above ground placement of ashes of cremated remains.

Community Services Office: The term "Community Services Office" shall mean the Office of the Community Services Director located at 403 W 4th St N, Suite 501, Newton, Iowa.

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Crypt: A chamber in a mausoleum.

Deed: The original conveyance of interment rights given by the City of Newton to the original purchaser. The use of "Deed" has been replaced with "Interment Rights".

Domestic Animal: The term shall mean every tame member of the animal kingdom other than the genus and species Homo sapiens.

Interment Rights: The right to inter human remains in a particular interment space in the cemetery. This definition was formerly referred to as “Deed”.

Lot: The term “lot” shall apply to numbered divisions as shown on the plat maps.

Mausoleum: A stone structure for above ground interment.

Management: The term “Management” shall mean the person or persons duly appointed by the City of Newton for the purpose of conducting Cemetery business and administering the Cemetery rules and regulations.

Memorial: The term “Memorial” shall include the monument, grave marker, headstone, and/or private mausoleum to include foundation and all attachments for family or individual use.

Niche: A place to put cremated remains above ground located in a columbarium.

Owner: Person whose name appears on original “Deed” or “Interment Rights”. Also referred to as “legal owner”.

Perpetual Care: The term “Perpetual Care” shall be construed to mean the obligation which the City of Newton assumes each year to expend the net annual income of the perpetual care endowment set aside for the lot in furnishing such care as mowing and maintaining the grass, raking and cleaning the lot, and filling of sunken graves. Where the income is sufficient it may be used in the perpetual care of avenues, alleys, fences, buildings and grounds in general.

Purchaser: Person who originally purchased lot whose name appears on the “Deed” or “Interment rights”.

~~**Community Services Office:** The term “Community Services Office” shall mean the Office of the Community Services Manager located at 1700 N. 4th Ave. W., Newton, Iowa.~~

Space: The term “space” shall apply to an area of sufficient size to accommodate one interment. “Space” shall be determined by the type of burial; i.e. adult, infant, ashes. Size of the space needed shall be determined by the City. Sometimes referred to as “section”.

Section 2. Perpetual Care:

- a) At the time of purchase of interment rights in the Cemetery, a portion of the fee paid shall be for the perpetual care of the cemetery lot. Monies to pay for the perpetual care shall be placed in a Perpetual Care fund. This fund is an irrevocable trust from which deposits cannot be withdrawn, and the income from said fund shall be used by the City of Newton for the maintenance, repair, and care of the Cemetery.
- b) Amounts paid for perpetual care shall be set by Resolution of the City Council in accordance with Iowa Code 523I. Payments made for the purchase of a cemetery lot shall first be credited to the Perpetual Care fund.
- c) ~~If the owner of said lot wishes to sell the lot back to the City of Newton as specified in Section 4 of this document, only the fee for the cemetery lot is to be refunded.~~ Perpetual care payments cannot be withdrawn from this irrevocable trust, even in the event of cancellation or ~~sale back to the City of Newton.~~

Section 3. Purchase of Interment Rights:

- a) -The interment rights for all lots, niches, or crypts sold and the use of such lots, niches, or crypts is subject to the rules and regulations of Union Cemetery and Memorial Park Cemetery now in effect or any amendments thereto. Any statements of employees or agents, unless confirmed in writing by the City Council, shall in no way alter said rules and regulations.
- b) Cost of cemetery lots, niches or crypts, interment rights, perpetual care, burials, and all cemetery operations shall be set by Resolution of the City Council.
- c) Individuals purchasing cemetery lots will be advised that the perpetual care for these lots is to be paid at the time of the purchase. Any monies paid to the City of Newton for the purchase of a cemetery lot, niche, or crypt shall first be credited to the cost for the perpetual care.
- d) Cemetery lots, niches, or crypts must initially be purchased at the Community Services Office.

Section 4. Ownership Rights of Interments:

- a) The surviving spouse of the lot, niche, or crypt owner shall have the first right of interment or to direct the right of interment for remaining open spaces.
- b) In the event the owner had not arranged for further interments, then the devisee or heirs of such owner, by written agreement, may determine the right of interment or direction for interment for remaining open spaces. Said agreement shall be filed with the City. If there is no parent or child surviving the deceased person, the right of interment therein shall go to the next heirs at law of the deceased owner as specified by the statutes of descent. (See Section 633.1 et seq. of the Code of Iowa.)
- c) If the owner of a lot, niche, or crypt gives permission for others to be buried on remaining open spaces on the lot, niche, or crypt; this permission must be given in writing to the Community Services Office, and the owner's signature shall be notarized.
- d) The certificate of interment rights to a cemetery lot, niche, or crypt invests in the owner the right to use such lot, niche, or crypt for burial of the human dead only.
- e) If a lot, niche, or crypt owner wishes to relinquish ownership of a cemetery lot, niche, or crypt in Union Cemetery or Memorial Park Cemetery, a transfer may can be made only by the legal owner by surrendering the original certificate of interment rights along with a notarized letter listing the terms of sale, and paying the lot transfer fee. and The City will then issuance of a new certificate of interment rights by the City to the new owners of lots, niches, or crypts or parts of lots so transferred. A Lot/Niche Transfer fee for each transfer will be made to the City of Newton, and no transfer or sale is valid until entered on the cemetery records at the Community Services Office. If original deed is not returned, the City cannot issue a new certificate of interment rights but can place a notarized letter from the owner in our records indicating the name, address and spaces they were given.
- ~~f) If a lot, niche, or crypt owner wishes to cancel ownership in a vacant cemetery lot, niche, or crypt in Union Cemetery or Memorial Gardens Cemetery, the owner has the right to cancel by returning the original certificate of interment rights to the City of Newton. A refund of the original cost of the cemetery lot, niche, or crypt, less the amount paid for perpetual care, shall be made to the owner. Perpetual care costs are non-refundable.~~

g) If the owner of a cemetery lot, niche, or crypt requests a transfer of a lot, niche, or crypt from one section of the Cemetery to another section of the Cemetery, a Lot/Niche Transfer fee shall be paid by the owner to cover the cost of the transfer. A transfer may be made only by the original owner by surrendering the original certificate of interment rights and there must not have been any interments placed in the spaces. If an increase in the sale price has been made since the original lot, niche, or crypt was purchased, the owner shall be required to pay the difference between the original lot, niche, or crypt price and the current lot, niche, or crypt price.

Section 5. Lot Care:

- a) Perpetual care shall include the cutting of grass at reasonable intervals, seasonal herbicide applications as needed, the raking and cleaning of the grounds, and the pruning of shrubs and trees that may be placed by the management.
- b) The general care or perpetual care assumed by the City of Newton shall in no case mean the maintenance, repair, or replacement of any memorial, tomb, columbarium, or mausoleum placed or erected upon lots, nor the doing of any special or unusual work in the cemetery, including work caused by the impoverishment of the soil, nor does it mean the reconstruction of any marble or granite work on any section or lot, or any portions thereof in the cemetery caused by the elements, an act of God, common enemy, thieves, vandals, accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral other than as herein provided.

Section 6. Rules for Visitors:

The cemetery grounds will be open to public, typically from sun-up to sundown daily, or as established by City Council resolution. Rules and Regulations regarding use of the cemetery grounds are set by resolution of the City Council. The following rules apply is expressly prohibited:

- a) No Loud or boisterous talking.
- b) No Idling or loafing on the grounds or in any of the buildings.
- c) ~~Bringing lunches, food, or No~~ refreshments, food or drink are allowed ~~into~~ the cemetery ~~and consuming them on the grounds,~~ unless a part of the burial ritual.
- d) No S smoking, vaping, or use of tobacco products.
- e) ~~No City ordinance prohibits~~ dogs in burial blocks on cemetery grounds. This rule shall not apply to certified animals assisting persons with disabilities.
- f) No F firearms ~~will be~~ allowed in the cemetery except for a military funeral only.

Section 7. Privileges & Restrictions:

- a) No owner of any domestic animal, whether such animal is leashed or unleashed, shall cause or permit such animal, by action or inaction, to be on or within cemetery burial blocks, property platted, owned or operated by the City at any time. This prohibition shall not apply to certified animals assisting persons with disabilities.
- b) The driving of vehicles on cemetery grounds at a speed greater than 10 mph is prohibited.

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- c) Driving any motor car or other vehicles across or upon any grave, lot or lawn, or parking or leaving the same thereon is prohibited; except in the case of equipment or vehicles operated by the City for normal Cemetery maintenance operations.
- d) No lot, niche, or crypt shall be used for any other purpose than for the burial of the human dead.
- e) The City reserves the right to:
 - i. Enlarge, reduce, replat or change the boundaries or grading, including the right to modify or change the location of or remove or re-grade roads, drives, or walks, or any part thereof.
 - ii. Lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, etc.
 - iii. Use cemetery property not sold to individual plat owners for cemetery purposes.
 - iv. Perpetual right and control of ingress and egress over lots for the purpose of passing to and from other lots.
 - v. The City reserves, and shall have the right to correct any errors that may be made in making interments, disinterments, or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance or by replacing with a similar location, as may be selected by the City, or in the sole discretion of the City, or by refunding the amount of money paid on account of said purchased. In the event an error involves the interment of the remains of any person in such property, the cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.
- f) Descriptions of lots shall conform to the cemetery plats which are kept on file with the City in the Community Services Office.

Section 8. Interments & Disinterments:

- a) The cemetery will open for interments from ~~7:00~~7:30 am to ~~3:00~~2:30 pm daily. Additional fees shall apply for weekdays after ~~3:00-2:30~~ pm, Saturday, Sunday, and holiday burials or interments. See Section 14. – Fees.
- b) The following holidays are observed by the City of Newton:
 - Good Friday
 - Thanksgiving Day
 - Memorial Day
 - the day after Thanksgiving Day
 - July 4th
 - Christmas Day ~~the day after Thanksgiving~~
 - Labor Day
 - New Year's ~~Christmas~~ Day
 - Veteran's Day
 - City Floating Holiday (occurrence varies – as set by the Mayor) ~~New Year's Day~~
 - City Floating Holiday (occurrence varies – as set by the Mayor)

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Exceptions may be made where an unreasonable hardship may be caused or by order of the Board of Health. Special interments made by this cause will require additional charge. See Section 14. – Fees.

- c) All funerals on entering the cemetery shall be under the charge of the cemetery management and once a casket containing a body is within the confines of the cemetery, no funeral director nor his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased, or an order signed by a Court of Competent Jurisdiction.
- d) All orders for interments in lots, niches, or crypts must be signed by the owner of the lot, niche, or crypt or the owner's legal representative. When this is impossible because of illness or other reasonable cause, text message, email, fax or telephone permission will be accepted but will make the person calling responsible and any change of location made after the opening is begun shall be at the expense of the lot, niche, or crypt owner. Should the lot, niche, or crypt owner fail or neglect to make such designation, the cemetery reserves the right to make interment in accordance with normal cemetery procedure. The cemetery assumes no responsibility for any error in such location and an additional charge will be made for any change requested.
- e) If cemetery management receives direction from a lot, niche, or crypt owner or funeral home to open a grave site, and then a change is made after the site is opened, an additional charge will be assessed to the owner or funeral home making the initial request.
- f) Cemetery personnel or designated contractual services hired by the City of Newton will be the only workers permitted to open and close graves. Others may be allowed to observe or participate in a ceremonial manner as approved by the Cemetery Management on a case-by-case basis.
- g) No bodies shall be buried or interred within or on any lot, niche, or crypt in the cemetery unless previous arrangements have been made with, and permission given, by the cemetery. Persons requesting openings will be responsible for payment of work.
- h) Lots, niches, or crypts shall not be used for any other purpose than the burial of human remains and shall be for members of the family only, except where written permission of the owner is filed with the City.
- i) Burials shall conform to all applicable State of Iowa codes, regulations, and guidelines.
- j) Graves for adults shall not be less than 5' deep, and for children not less than 3' deep. All graves shall be dug by cemetery personnel or by contracted services hired by the City, and shall be paid for in advance, or guaranteed by the undertaker in charge in writing.
- k) In all areas except ~~the~~ designated Veteran's ~~V-1 and V-2~~ blocks, the interment of multiple bodies in one lot or space, up to a total of ~~four~~ two bodies in ~~any~~ either combination of one adult casketed remains and one additional cremation remains or two cremation remains, shall be permitted, as long as adequate or useable space exists, as determined by the City, ~~is available for said burials~~. Said multiple burials shall all be of one family unit, and could also include separate casketed parent and casketed child burials, or two separate casketed child burials, also if space exists as determined by the City.
- l) To eliminate sunken graves caused by the collapse of wooden outer containers, it is required that all burials must be made in outer receptacles made of reinforced concrete.
- m) The use of surface burial vaults is prohibited.

- n) All charges for interments or services in connection therewith, shall be paid at the Community Services Office and payment of any and all indebtedness due the cemetery must be arranged for before interment is made.
- o) The right is reserved by the City to require at least two business days~~48 hours~~ advance notice prior to any interment. Additional notice of three business days required during the months of December through March or if adverse conditions exist, i.e. heavy snow, frozen ground, etc. All interments, and ~~disinterments and removals~~ must be made in the manner, and upon the charges fixed by the City.
- p) The cemetery will not be liable for the interment permits nor for the identity of the person sought to be interred.
- q) Disinterments will be made in the manner prescribed by the Laws of the State of Iowa. A written request for disinterment, with the proper permit as required by Iowa state law attached, must be filed with the Community Services Office at least one week prior to any disinterment. Graves will be re-opened for inspection only for investigation. Removal of bodies from graves shall be made only between April 1 and November 1, and the work shall be performed by cemetery employees and paid for in advance.
- ~~q) Disinterments will be made in the manner prescribed by the Laws of the State of Iowa. Graves will be re-opened for inspection only for investigation. Removal of bodies from graves shall be made only between April 1 and November 1, and the work shall be performed by cemetery employees and paid for in advance.~~

Section 9. Floral Decorations, Plantings, & Other Decorative Items:

- a) The cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain ~~hanging baskets individual plantings~~ or urns of plants.
- b) The cemetery encourages the use of floral tributes on the graves of loved ones, however, the beauty and continuity of the cemetery depends on the cooperative efforts of all families who have loved ones in the cemeteries care.
- c) Clean-up Times will be: The 1st full week of April and the 1st full week of October weather permitting. During this clean-up City Cemetery staff will remove all cemetery decorations that have been placed on burial spaces. Persons who have left decorations that they would like to keep must remove them prior to the dates listed above. All decorations not permanently attached to a headstone or the foundation left after the start of clean-up will be removed and thrown out. Once clean-up week is over the public will again be able to place decorations until the next removal period begins.
- ~~d) The 1st full week of April and the 1st full week of October.~~
- e) Flower Regulations: Fresh cut flowers and artificial bouquets~~plantings~~ when set into the permanent containers/vases on the foundations will be permitted at all times. Permanent containers/vases must be made of granite, bronze or aluminum. No glass containers allowed. Flowers/~~bouquets plantings~~ will be removed when they become unsightly. ~~Fresh cut flowers, fresh potted plants and artificial bouquets or plants, etc. will be permitted on the grave at all times, but will be removed when they become unsightly. All items shall be placed on the foundations where possible. Flowers stuck in the ground will not be permitted.~~ The City

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assumes no liability for damage to fresh flowers and plants caused by periodic spraying of weeds, mowing or weed eating.

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f) Plantings: Trees, bushes, flowers or any other live plants are not permitted on or around the burial space.

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g) No benches, hedges, fences, landscape edging or enclosures of any kind will be permitted on or around burial plots.

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h) Donations of trees, plantings or benches can be made to the cemetery with the approval of the Community Services Director or their designee. All donated items will be purchased and installed by City staff upon completion of the donation information form and payment of all related costs by the donor. Installment dates, location, bench style and plant/tree species will be determined by the Community Services Director or their designee. All donated items become the property of the City. The City will make every effort to maintain donated items, but will not guarantee survival or replacement if damaged. Due to space restrictions, the City reserves the right to limit the number of donations accepted.

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~~e)~~

i) Regulations Regarding Items Other Than Flowers: The permanent placing of toys, boxes, ornaments, ~~chairs, settees~~ and similar articles may ONLY be located on the foundation of the monument. Glass objects are not permitted. Such items must be permanently attached to the foundation and can exceed no more than 12" in height and are limited to no more than 2 items per monument or placed in a permanent container on the foundation. A metal, single stem flag holder no more than 30 inches above ground surface is allowed if placed adjacent to the foundation. The height of the flag holder shall not extend more than 30 inches above the ground surface. Flags can be placed in the flag holders and shall not extend more than 4-36 inches above the ground surface. A single shepherd's hook, no more than 42 inches in height, may be placed immediately adjacent to the foundation with one hanging basket allowed. The City of Newton is not responsible for these items and if items are placed in areas other than in the permanent container at the side of the monument, the City reserves the right to remove the items not in compliance with regulations.

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~~e)j)~~ No flowers, wreaths, plantings or other objects are allowed on or at base of columbarium at any time.

~~f)k)~~ Artificial wreaths and evergreen blankets are permitted between November 1st and the first clean-up of each calendar year which occurs the first full week in April.

~~g)l)~~ The City of Newton does not assume any responsibility for the loss or damage of any floral decorations ~~or~~ other memorials or their containers.

Section 10. Marker/Monument Regulations:

To perpetuate the beauty and continuity of the cemetery, the City reserves the right to enforce all rules and regulations here set forth and others that might seem necessary for a particular situation.

- a) All memorial work must be approved by the City as to material, design, inscription and location on the lot.
- b) Any unauthorized memorial work will be removed from the grave at the expense of the monument company until proper arrangements have been made at the Community Services Office.
- c) No memorial work will be allowed on lots or graves until all cemetery obligations to the City are paid in full.

- d) In the event that a lot is purchased for multiple ~~cremation~~-burials, only 21 markers per single lot ~~are~~is-allowed. A "monument" may be a "Head Marker" (single stone), a "Flush Marker" (single stone set flush to the ground~~the temporary marker set by a funeral home~~), or a "Companion Marker" (a single or double stone with more than one name inscribed).
- e) See Section 11 and Section 12 for marker/monument regulations specific to both Union Cemetery and Memorial Park Cemetery.
- f) Only granite or bronze will be permitted in all memorial work.
- g) Any memorial work not approved by the City and not meeting the criteria set forth in this section shall be removed at the expense of the contractor.
- h) Striving for surroundings of peace and beauty as a setting for memorial work prohibits advertising of any description within the cemetery. However, a small emblem or insignia inconspicuously located on the memorial will be permitted.
- i) No monument will be permitted without prior approval of the City. All foundations shall comply with City specifications or be subject to removal. Monument size and Foundation specifications are stated in Appendix "A" to this document. Lot location and inspection costs for foundations are set by Resolution of the Newton City Council. It shall be the responsibility of the individual or company selling the monument to ~~obtain any~~ pay for this foundation inspection fee.
- j) Cemetery management will flag the dedicated lot to show the monument salesperson or monument company representatives, ~~in person~~, where the marker is to be placed. ~~(for lots only)~~.
- k) ~~If~~ Cemetery personnel will only ~~sets~~ the foundation for a Veteran's headstone not located in a designated Veteran's block, the funeral home company who handles the burial ~~sells the marker~~ will be billed ~~for same~~. The price of setting is set by Resolution of the City Council. These Foundations may also be set by monument companies ~~others~~ in accordance with Cemetery rules and regulations.
- l) Cemetery personnel will not help unload or place any markers for the salesperson.
- m) All monument salespersons are to contact the cemetery management before constructing or pouring foundations on any lot in the cemetery.
- n) All monument companies will keep an up-to-date list of all foundations and markers delivered to the Cemetery, and provide same to cemetery management on a yearly basis.
- o) After a salesperson has been billed for the setting of a marker, if the bill is not paid within 30 days, the City has the right to refuse to let anyone else set any markers for this salesperson until all bills are paid.
- p) The temporary marker provided by the funeral directors are assumed to be short lived and the City assumes no responsibility for them.

Section 11. Marker/Monument Regulations for Union Cemetery:

- a) In all Blocks except designated Veteran's Blocks~~16 through 35~~, markers shall not exceed 2022" in height.

- b) In all Blocks except designated Veteran's Blocks 16 through 35 two-piece markers or monuments will be allowed.
- c) All markers must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- ~~b)d)~~ No markers allowed at foot of graves in all Blocks and designated Veteran's Blocks.
- e) Military markers not located in the Veteran's Blocks ~~Sections~~ are required to have a foundation. Markers shall be placed in the area of a normal setting ~~and no military markers at foot of graves in Blocks 16 through 35 and both Veterans sections.~~
- f) Military markers located in designated Veteran's Blocks shall be marked with one government issue, flat, gray granite Veteran's marker 24 inches in length, 12 inches in width and not less than four, nor more than six inches thick, or a like marker obtained from other sources.
- ~~e)g)~~ No permanent vases are allowed to be put in the Veteran's section.

Section 12. Marker/Monument Regulations for Memorial Park Cemetery:

- a) Markers shall be flush with the ground and must be granite or bronze and shall not be coated with paint, stain, shellac, etc.
- b) No markers allowed at foot of graves.
- ~~a)c)~~ Monument size and foundation specifications are stated in Appendix "A" to this document

Section 13. Columbarium Rules & Regulations:

- a) One ~~(1)~~ burial of ashes per single niche and two per double niche.
- b) All Bronze nameplates will be ordered by the Community Services Office. Cemetery personnel or a monument company, under the supervision of the City of Newton, will place the nameplate.
- c) All opening and closings of niches shall be made under the direction of the City.
- d) All interments and disinterments shall be done in accordance with Section 8 of this document.
- e) No flowers or objects shall be placed on or around the Columbarium and will be subject to removal by cemetery personnel. The City of Newton is not responsible for the theft or loss of any objects placed on or near the columbarium.
- ~~e)f)~~ No plantings of trees, bushes flowers or any other live plants is permitted on or around the Columbarium.
- ~~f)g)~~ City of Newton is not responsible for the replacement of discolored or damaged bronze nameplates.
- ~~g)~~ No plantings of trees, bushes or any other live plants is permitted by the Columbarium.
- ~~h)~~ Any objects placed on or around the Columbarium will be subject to removal by cemetery personnel.

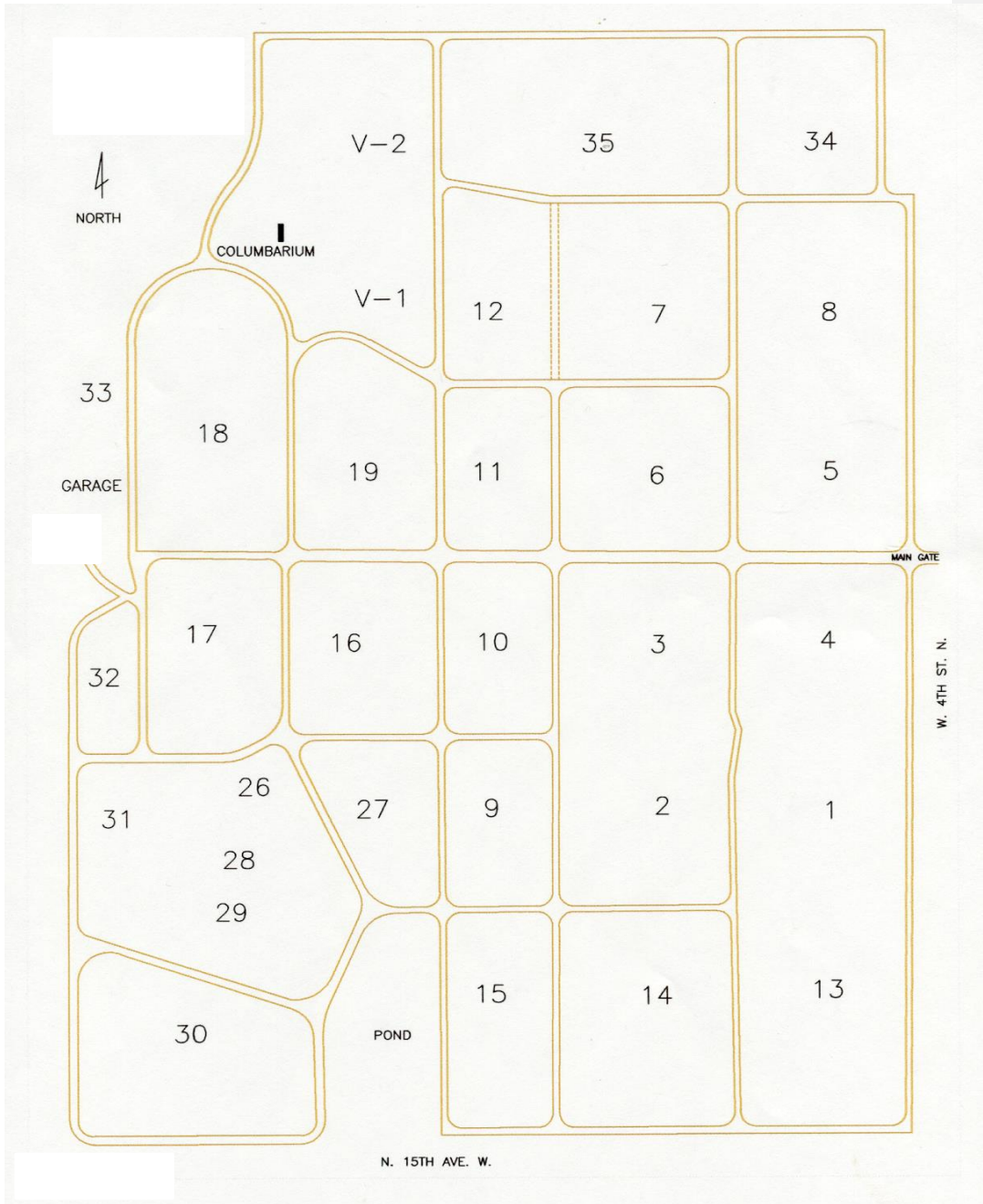
Section 14. Fees:

- a) All fees related to Union Cemetery and Memorial Park Cemetery shall be per the latest revision or update to the City of Newton fee schedules, which are approved by City Council resolution.

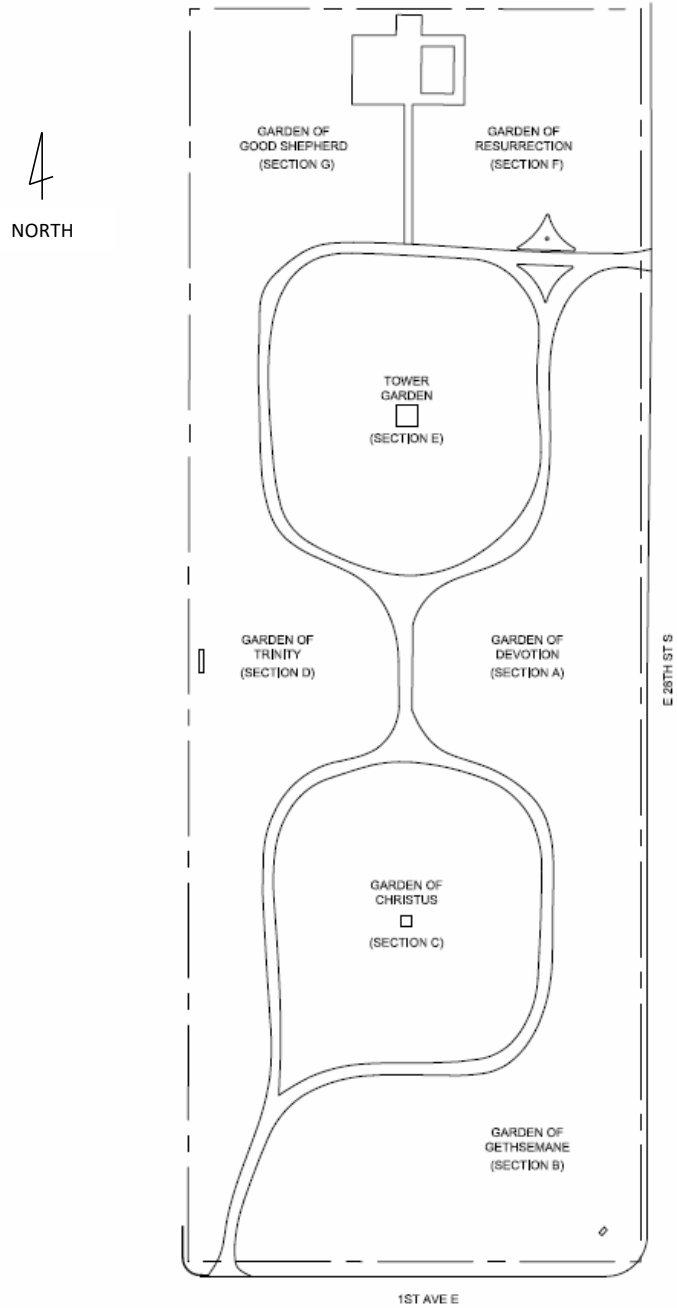
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Map of Union Cemetery



Map of Memorial Park Cemetery



Appendix A
Monument & Foundation Specifications for
Newton Union Cemetery & Memorial Park Cemetery

The following specifications are for monument and foundations installed in both Union Cemetery and Memorial Park Cemetery and will be enforced by ~~the~~ management.

1. **Location:** Cemetery staff shall mark the location of the lot for each foundation or marker to be set ~~order~~ and shall approve the location ~~of the foundation~~ on the lot. The contractor is responsible for the positioning of the foundation as per order given by monument company/funeral home, so long as that position is not in conflict with established city guidelines.
2. **Size:** The size of the foundation is determined by the size of the monument being placed on the foundation and a minimum of 5" on all sides of the marker/monument. Permanent ~~Floral~~ containers may be placed ~~in~~ on the ~~foundation area~~ at each end or center of the marker/monument. No permanent floral containers shall be allowed in the Veteran's Blocks. Example: A marker/monument that measures 36" x 10" would need a minimum foundation that measures 46" x 20". NOTE: It shall be the responsibility of the individual or company selling the monument to contact the City of Newton, to assure the size of the lot will accommodate the foundation. See chart below for maximum monument deminsions.

	<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
<u>Union Cemetery</u>	<u>Length of Marker</u>	<u>Width of Marker</u>	<u>Height of Marker</u>	<u>Foundation</u>
<u>Single Space</u>	<u>28 inches</u>	<u>18 inches</u>	<u>22 inches</u>	<u>38 inches x 28 inches</u>
<u>Single Babyland Space</u>	<u>20 inches</u>	<u>12 inches</u>	<u>16 inches</u>	<u>30 inches x 22 inches</u>
<u>Single Veteran's Space</u>	<u>24 inches</u>	<u>12 inches</u>	<u>flush to ground</u>	<u>no foundation required</u>
<u>Double Spaces</u>	<u>62 inches</u>	<u>18 inches</u>	<u>22 inches</u>	<u>72 inches x 28 inches</u>
<u>Memorial Park Cemetery</u>				
<u>Single Space</u>	<u>28 inches</u>	<u>18 inches</u>	<u>flush to ground</u>	<u>no foundation required</u>
<u>Double Spaces</u>	<u>60 inches</u>	<u>18 inches</u>	<u>flush to ground</u>	<u>no foundation required</u>

2. **Depth Placement:** ~~The foundation shall be dug at minimum of 1' deep, the full width of the foundation.~~ Monuments on single spaces must be centered at the head of the plot. For double spaces it must be centered between both spaces.
4. **Inspection:** The cemetery management shall inspect all foundations prior to delivery of concrete. If any violations are found, said violations must be corrected prior to delivery of concrete. All cost associated with the foundation will be the responsibility of the contractor and not the City of Newton.
5. **Fee:** A lot location and/or inspection fee established by City Council shall be charged for each ~~foundation~~ monument set.
6. No stone shall be set or foundation constructed prior to the interment of all parties named without the permission of the ~~Parks superintendent~~ Community Services Director or ~~his~~ their designated representative.
7. The base or foundation shall be constructed to a minimum depth of 1' the full width of the foundation. If set above vault at least 6" must contact vault. (SEE DIAGRAM BELOW).
8. The top of the base or foundation shall be level in all directions with its top at the highest ground elevation.
9. All stones shall be set in line with the other stones in same row.

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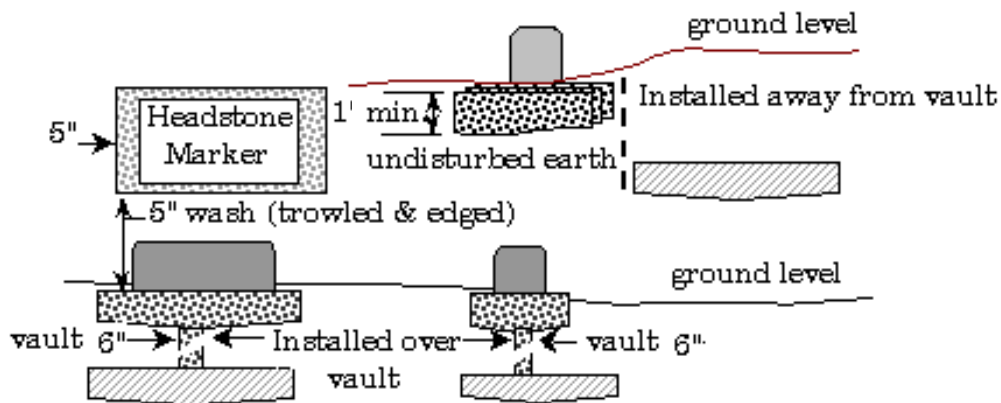
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10. All forms for the bases or foundations shall be removed and backfilled within 2 weeks.
11. ~~All~~ Foundations are currently only required at Union Cemetery and must be of concrete made of 3 parts sand or gravel to 1 part cement.

Stone Foundations & Stone Setting



City of Newton Council Report



Item: Resolution Approving the Special Events Policy and Application.

Report Number: 22-142

Summary: Staff has been working on a Special Events Policy to aid in providing safe events within the City of Newton.

Date: May 2, 2022

Financial Impact: Negligible.

Lead Department:
Fire

Recommendation:
Approval of Resolution

Background:

Over the past few years, Staff has been working on a plan to provide guidance for conducting Special Events within the City of Newton. The following goals were established for oversight of Special Events.

1. Provide a safe environment for attendees and organizers of large events.
2. Limit the impact to transportation in the community.
3. Keep citizens informed of events affecting their area.
4. Provide contact information for authorities.
5. Minimize liability exposure to the City.

Staff developed a guideline and application form to collect information regarding Special Events. (This form is attached to the submittal for reference.) Staff has met multiple times with organizations in the City of Newton to ensure understanding of the process. The highlights of the program were presented to City Council at the 2/21/22 meeting. Once approved the City will maintain a form fillable PDF document on the website to allow for easy access to the form.

Recommendation:

Staff recommends City Council approval of the Resolution to implement the use of the Special Events application.

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

Matt Muckler
City Administrator

RESOLUTION NO 2022 - _____

**RESOLUTION APPROVING THE SPECIAL EVENTS POLICY
AND APPLICATION**

WHEREAS, the City of Newton desires to have safe and engaging activities within the community; and

WHEREAS, the City of Newton is committed to providing a safe environment for attendees and organizers of large events that limit the impact to transportation in the community; and

WHEREAS, the City of Newton wants to keep citizens informed of events affecting their areas of residence or business; and

WHEREAS, the City of Newton needs contact information of organizers for said events in case of emergency and strives to minimize the liability exposure to the City of Newton.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to adopt the Special Events Policy and Application as presented.

PASSED this _____ day of May 2022.

APPROVED this _____ day of May 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk



City of Newton Special Event Application

Application Date: _____ Fee: **\$25.00** / **\$100.00** / **\$250.00**
(>60 days) (<60 days & >45 days) (<45 days)

Name of Event: _____

Date of Event: _____ ☐ New Event ☐ Returning Event (RE) ☐ RE w/ Changes

Event Website: (if applicable) _____

Beginning date and time of event activities? _____ What is the ending date and time of event activities? _____

Beginning Set-up - Date and Time? _____ Ending of tear down - Date and Time? _____

Location of Event: _____

Description of Event:(list all event activities) _____

Name of Sponsor/
Hosting Organization: _____

Address: (include city, state, zip) _____

Phone: _____

Name of Contact Person: _____

Address (include city, state, zip): _____

Contact Phone #: _____ Cell Phone: _____ (circle preferred)

Personal Email: _____ Work Email: _____ (circle preferred)

What type of audience
Is the event planned for? _____

How many participants expected? _____ Spectators? _____ Volunteers: _____

Route Description

List the detailed route for parades, runs, walks, etc. Include staging areas:

(Attach a map of the route. i.e. Google map)

Guidelines:

1. This special event policy applies to all events where attendance is expected to be in **excess of two-hundred (200) people** including attendees and staffing.

Exceptions:

- a. Events contained completely on private property for businesses designated for entertainment.
 - b. Events contained completely on private property for religious organizations or events.
 - c. Events contained completely within a park in the City of Newton. Discussion regarding the size of the event in a park should be completed with the Community Services Department of the City of Newton.
 - d. Events at large recreational and amusement facilities/parks, sports arenas, fields, and complexes where a street closure or traffic management plan is necessitated, and/or events at said facilities with an incident action and emergency operations plan for the individual event approved by the City of Newton Public Safety Departments..
2. Special event applications shall be **SUBMITTED NO LATER THAN THIRTY (30) BUSINESS DAYS** prior to date requested for the special event. Applications submitted less than thirty (30) days prior to the event may not be considered. **It is recommended applicants submit a minimum of ninety (90) days in advance of any requested special event to ensure adequate time for review and to clarify any questions which may result in denial.**
 3. A detailed map of the event must be provided to accurately depict impacts to city streets and all parking restrictions. All closures and traffic control devices must be shown on the map. A responsible party and an alternate must be identified to provide city staff a contact in case issues arise.
 4. Generally, no high priority routes or truck routes will be approved for closure. For closure of a truck route, applicant is responsible to provide adequate detour and for all signage and control of truck traffic. A current map of streets considered to be primary access routes and truck routes are available on the City Website at www.newtongov.org
 5. Each street closing shall not result in dead end blocks. Cross intersections that are closed will result in closing of adjacent blocks in both directions.
 6. Closing of a street for a special event should be done at times and in such a manner as to minimize any adverse impact upon any of the street's residents.
 7. A **minimum of 75%** of businesses in the area affected by the special event street closing and parking restriction must be in agreement with having the street blocked or parking restricted. The applicant(s) for the event shall provide a list of signatures and addresses to accompany the application. Forms available on the City Website at www.newtongov.org
 8. If your event includes street closures, you **MUST** have a detailed map including the location of all traffic control devices and barricades. The City of Newton requires that all street closures for special events provide street closing signage through an approved traffic control contractor unless given expressed permission from the City. Any organization not using a traffic control contractor will be the responsible party and liable for any and all action that arises due to errors and omissions for providing traffic control signage. In addition, they agree to sign a hold harmless agreement with the City.

Barricades shall meet the standards of the Manual of Uniform Traffic Control Devices (MUTCD). Vehicles, lawn furniture, saw horses, barbeques, trash cans or similar items cannot be used as barricades.

Barricades must allow access for emergency police, fire and ambulance vehicles and equipment. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the event.

Designee names and contact information is required. The first designee listed below should be the traffic control contractor and contact. The second designee listed below will be a member of the applicant organization and contact. They are to be available to answer if the need arises.
 9. Keep all fire hydrants clear, undecorated, and unobstructed.
 10. Keep large displays, tents, and amusements/rides confined to the parking lanes of the street or place them off the street in driveways. The use of large tents may require a separate permit. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the party.
 11. Any use of City park pavilions is subject to rules and regulation by the Community Services Department.
 12. Limited public utilities such as electrical or water may be available. Check with Community Services Department for availability and cost.
 13. Any music or noise shall be kept to an acceptable level in accordance with Chapter 93 "Noise Control" or Code of Ordinances. A noise control permit application must be approved by the Police Chief. Permits granted under this

application allow for a provision up to an additional 5 dB(A) & (C) of the ordinance. A violation of any provision of the noise control ordinance, disorderly conduct or disturbing the public quiet may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event.

14. The use of fireworks is not allowed on the public right of way per Iowa Code and is only allowed on private property during prescribed times approved by City Council as defined in Chapter 135 "Fireworks" of the Code of Ordinances. A violation of any provision of Chapter 135 "Fireworks" may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the event.
15. Restrooms are required for all events. Restrooms must be accessible to all attendees.
16. Tents and canopies will require approval for placement and support. Under no conditions will stakes be driven into pavement. Approval of staking plan must be attained prior to placement.
17. All beer and liquor shall be consumed on private property and shall not be consumed in the public right of way.
Beer or liquor cannot be sold or dispensed by ticket, by paid admission or by contribution unless a permit has been issued by the Iowa Alcohol Beverage Division and City of Newton.
18. Food and beverage vendors shall be approved by the Iowa Department of Inspections and Appeals. Information regarding a permit for food safety can be obtained at <https://dia.iowa.gov/food-consumer-safety/food-safety-license-applications> Applicants are required to list the types of food and beverages to be served at the event.
19. A severe weather contingency plan must be submitted with designated contacts in case dangerous weather approaches.
20. The applicant, at its own expense, shall procure and maintain insurance to cover all risk which shall arise directly or indirectly from the Special Event for which the City provides a permit. At a minimum, insurance is required and the requirement level will be determined based on the number of participants and attendees, nature of the event's activities, and type of City property or other resources involved: The City of Newton must be named as an additional insured.
21. The applicant shall exclusively assume the risk of all uses authorized by permit including the establishment of barricades, restoration of streets or property used, policing of said property, injuries, medical insurance and all matters that may arise directly or indirectly with reference to the aforesaid uses and shall hold the City harmless from any claims, causes of action commenced or alleged by reason of any of the activities of the applicant or permit holder as the case may be.

I have read and agree to follow the guidelines for a Special Event. _____(initial)

Map of the Event Site

A detailed map of the event site must be drawn here or attached to the application. Maps may be available for parks, downtown and other various locations. Please call City Administration for more information. (Using internet mapping is recommended. i.e. Google map)

The following must be identified and labeled including the event site (labeled with street names):

Alcohol serving/consuming area	A	Restroom Facilities (including portable)	R
Barricades	B	Routes for races, parades, etc.	→
Canopies	C	Severe Weather Location	SW
Fencing	—	Stages	S
First Aid Facilities	F	Tents	T
Off duty Police Officers	P		

Paste image here or attach separate sheets as needed – Use of electronic mapping (i.e. Google) is encouraged

Street Closures

Date(s) of Street Closing: _____

Detailed list of street closures requested for this event: (Attach a map of closed street(s). I.e. Google map)

Temporary No Parking Request:

Date(s) of requested Temporary No Parking: _____

Time of requested Temporary No Parking: From _____ To _____

Detailed list of temporary no parking requests for your event: (Please provide map of no parking)

Signatures of all property owners or business lease holders within 125 feet of the temporary no parking areas are required. Seventy-five (75%) percent of property owners or lease holders must approve of temporary no parking for approval. Use City of Newton Temporary No Parking Consent Form. Applicant shall present the Parking/Traffic Control/Barricade Plan and submittal maps to all business owners for review before receiving their consent by signature.

Instructions for the Temporary No Parking Consent Form

1. All properties that are within 125 feet from Temporary No Parking areas shall be represented on the Temporary No Parking Consent Form. The City of Newton may confirm consent of any or all respondents.
2. All contact information is required for each resident for verification purposes.
3. Business that lease space are required to sign the consent form.
4. Properties that are listed for sale shall be signed off by the owner or listing agent.
5. Unknown property owners can be researched
at: <https://beacon.schneidercorp.com/Application.aspx?AppID=325&LayerID=3398&PageTypeID=2&PageID=2260>

(Attach additional pages for signatures – if needed)

The City of Newton reserves the right to deny temporary restriction of any and all no parking requests.

Traffic Control/Barricades:

If your event includes street closures, you **MUST** have a detailed map including the location of all traffic control devices and barricades. The City of Newton requires that all street closures for special events provide street closing signage through an approved traffic control contractor unless given expressed permission from the City. Any organization not using a traffic control contractor will be the responsible party and liable for any and all action that arises due to errors and omissions for providing traffic control signage. In addition, they agree to sign a hold harmless agreement with the City.

Barricades shall meet the standards of the Manual of Uniform Traffic Control Devices (MUTCD). Vehicles, lawn furniture, saw horses, barbeques, trash cans or similar items cannot be used as barricades.

Barricades must allow access for emergency police, fire and ambulance vehicles and equipment. Fire Department vehicles need an eighteen-foot wide, unobstructed path in the center of the street, the entire length of the party.

Designee names and contact information is required. The first designee listed below should be the traffic control contractor and contact. The second designee listed below will be a member of the applicant organization and contact. They are to be available to answer if the need arises.

Date(s) of traffic control/barricade usage: _____

Time of traffic control/barricade usage: From _____ To _____

Detailed list of traffic control/barricade usage for your event: (Attach map of traffic control/barricades)

Traffic Control/Barricades Responsible Party Designee

Designee Names:	Cell Phone (must answer if called)

Parking:

You are required to provide adequate parking for your event. Applicant is required to provide an event parking plan and map with the application. Please contact Public Works or Community Services if you need to make arrangements for off-site parking.

VEHICLE LOADING/UNLOADING

Please ensure that all vehicle loading and unloading areas are indicated on the Parking Plan.

VEHICLES ON PARK GROUNDS

Vehicles, including catering vehicles, are NOT allowed to drive or park on the turf of public park grounds. If the special event needs to have vehicles on park grounds outside of roads and designated parking areas, special access requests are required.

Are you requesting that vehicles be permitted to drive or park on public park grounds? ___ Yes ___ No

If yes, please provide detailed description of types of vehicles and locations:

Park Pavilions:

Park pavilions must be reserved by contacting the Community Services Department. The applicant will be required to comply with all rules and regulations set in place by the Community Services Department.

Please describe the pavilion(s) including hours of use you have reserved for this event:

City Utilities:

Limited water and electrical power are available at some public parks. (a nominal fee is charged for electricity and will be payable upon approval of the permit). Additional generator power or water supply is the responsibility of the applicant.

- ☐ Electrical Power Describe use: _____
- ☐ Water Describe use: _____

Sound Systems:

Any music or noise shall be kept to an acceptable level in accordance with Chapter 93 "Noise Control" or Code of Ordinances. A noise control permit application must be approved by the Police Chief. Permits granted under this application allow for a provision up to an additional 5dB(A) & (C) of the ordinance. A violation of any provision of the noise control ordinance, disorderly conduct or disturbing the public quiet may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event. Please indicate if you will be using any of the following sound systems.

- ☐ Recorded Music ☐ Live Music ☐ Amplified sound/speaker ☐ Public address

Fireworks:

Any display fireworks must be approved through the Fire Department. The use of consumer fireworks is not allowed on the public right of way per Iowa Code and is **only allowed on private property** during prescribed times approved by City Council as defined in Chapter 135 "Fireworks" of the Code of Ordinances. A violation of any provision of Chapter 135 "Fireworks" may be enforced as a municipal infraction or simple misdemeanor with civil or criminal penalties being applicable. Founded violations may be considered a breach of the special event agreement and may result in the termination of the special event.

Are you requesting approval to discharge fireworks at this event? ☐ Yes ☐ No

Restrooms:

You are required to provide adequate restroom facilities including ADA accessible restrooms (5% or not less than 1)

Will additional restroom facilities be brought to the site event? ☐ Yes ☐ No Quantity: _____

Tents/Canopies/Stages:

TENTS: Use of tents requires a permit from the Fire Department at least thirty (30) days prior to the event. Tents are defined as temporary structures in excess of 200 square feet and having two or more sidewalls or drops.

STAKES: Use of ground stakes for tents and canopies must be approved in advance. Please contact Iowa One Call regarding underground utility locating questions.

STAGES/STAKES: Please contact Public Works for staging/staking requests a minimum of thirty (30) days prior to any event for an on-site meeting. Tent ropes and guy lines shall not be tied or anchored to trees, monuments, bridge railings, light poles, or fences.

Please indicate if any of the following will be used at the event:

☐ Tent - Size _____ ☐ Canopy - Size _____ ☐ Stage – Size _____

Alcohol:

To sell alcohol at the event, or to add outdoor service area, applicant will need to obtain a permit through the State of Iowa Alcoholic Beverages Division. Applicants can apply at www.iowaABD.com. Applicants must allow 45 days minimum for approval. A link is available on the City of Newton website. From the home page, click on “I want to” – “Apply for” – “Liquor Licenses, Beer & Wine Permits”.

Are you requesting for alcohol to be served at this event? ☐ Yes ☐ No

Food/Beverage Vendors:

Food and beverage vendors shall be approved by the Iowa Department of Inspections and Appeals. Information regarding a permit for food safety can be obtained at <https://dia.iowa.gov/food-consumer-safety/food-safety-license-applications>. Applicants are required to list the types of food and beverages to be served at the event. All food and beverage serving locations must be shown on the event map.

Will food or beverages be served at this event? ☐ Yes ☐ No

If yes, is the event: ☐ For profit ☐ Non-profit

If yes, is the food: ☐ Provided free of charge ☐ Available for purchase

If yes, is the food: ☐ Cooked/prepared on site ☐ Cooked on open fire ☐ Cooked using propane

☐ Prepared and distributed by a Mobile Food Vendor (MFV) (See MFV Requirements)

List types of food and/or beverages to be served: _____

Clean up/Trash Removal:

Clean up of the event area immediately following the event, including trash removal, is the responsibility of the applicant. Applicant shall provide the name and phone number of the contractor responsible for clean-up of the event site. Applicant shall also provide the name and phone number of the contractor responsible for the removal of trash from the event site.

Contractor or organization including phone number responsible for clean up: (Name) _____

(Phone) _____

Contractor or organization including phone number responsible to **remove trash from the site:**

(Name) _____

(Phone) _____

Animals:

Do you plan to use animals for your event? ☐ Yes ☐ No

Additional insurance may be required.

Off Duty Police Officers:

Off Duty Police Officers may be required for street closures, alcohol sales, or large crowds. Contact the Police Department to discuss requirements for the event a minimum of forty-five (45) days prior to the event.

☐ Street Closures ☐ Alcohol Requested ☐ Large Crowds Expected

Severe Weather Contingency Plan:

Severe weather can happen at any time. Safety of attendees is the number one priority.

SEVERE WEATHER DESIGNEES

- responsible for monitoring weather conditions throughout the event
- Monitor weather conditions and notify event attendees in a timely manner of delays, cancellations, postponement resulting from severe weather during the event.

SEVERE WEATHER DESIGNEES

Designee Names:	Cell Phone (must answer if called)

SEVERE WEATHER PLAN

- Identify severe weather locations on your event Site Map
- Locations should reasonably accommodate anticipated audience.

In the event of severe weather, the following locations are designated as the best available protective areas for **OUTDOOR** open spaces.

Other Special Requests:

I certify the information contained in this application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed special event under the City of Newton Municipal Code, and I understand this application is made subject to the rules and regulations established by the City Council, the City Administrator or the City Administrator's designee. I agree to comply with all other requirements of the City, State, Federal Government and any other applicable entity which may pertain to the use of the Event venue and the conduct of the event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore, agree to be financially responsible for any costs or fees that may be incurred by or on behalf of the Event to the City of Newton. I understand and agree the City of Newton may rescind its permission to use City property at any time should it be determined to be in the best interest of the City.

Additions and/or revisions to this application may need to be submitted in writing. By signing this special event application, the applicant agrees and understands this application is not permission to violate any laws, ordinances, or statutes. The Newton Police Department has the authority, in the interest of public welfare, safety, or order, to terminate the event without notice.

Applicant agrees to defend and hold City of Newton harmless from any and all claims by third parties and all invitees, patrons, employees, agents, assignees to subcontractors of Applicant arising out of any act or failure to act by Applicant or any invitee, patron, employees, agent, assignee or subcontractor of Applicant.

Applicant Signature _____ *Date* _____

Applicants Printed Name: _____

Host Organization (if applicable): _____

Organization Position/Title (if applicable): _____

For office use only:

City Administrator's Approval: _____ *Date:* _____

Application Received Date: _____

Application Approval Due: _____

Applicant Notified On: _____

Notification sent: Police ☐ Fire ☐ Public Works ☐

Conditions:

SPECIAL EVENTS PERMIT INSURANCE REQUIREMENTS

Section 1 – Insurance Requirements

PERMITEE, at its own expense, shall procure and maintain insurance to cover all risk which shall arise directly or indirectly from the Special Event for which the City provides a permit. At a minimum, the following insurance is required and the requirement level will be determined based on the number of participants and attendees, nature of the event's activities, and type of City property or other resources involved:

General Liability Insurance - Occurrence Form:

a. Low/Medium Risk Event - minimum liability limit \$1,000,000

1. Events with little or no impact on the public
2. Fund raising walks and/or runs without street closures

b. High Risk Event - minimum liability \$2,000,000

(Additional insured and governmental immunities endorsement is required.)*

1. Fireworks displays
2. Parades
3. Events requiring street closures
4. Events that expect large crowds on public property
5. Large event taking place for more than one day
6. Large events that include alcohol on public property

Section 2 - Endorsements When Required Must Read:

1. Additional Insurance Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Endorsement of: The City of Newton, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or Services performed for the City of Newton, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance of similar protection available to the additional insureds, whether available coverage be primary, contributing or excess.

2. Governmental Immunities Endorsement:

- A. Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Newton, Iowa, as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Newton, Iowa, under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Government Immunity: The City of Newton, Iowa, shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained

in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Newton, Iowa.

- D. Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Newton, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Newton, Iowa.
- E. No Other Change in Policy: The insurance carrier and the City of Newton, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached to evidence their inclusion in the coverage. The Certificate of Insurance are due before the Permit can be approved.

The following format is required: (include an example copy in the application)

1. Document must be dated less than ninety (90) days from the submittal date to the City
2. Producer Contact information must include name, phone number and/or e-mail address
3. Policy Expiration date must cover all event dates
4. Description of Operations must list Event Date and Event Name
5. Certificate Holder must be listed as follows:

City of Newton
Special Events
101 W 4th Street S
Newton, IA 50208

* Endorsements, as required, shall be included with the Certificate of Insurance as evidence that the policy has been endorsed.

City of Newton Council Report

Item: Resolution Consenting to Assignment of Development Agreement



Summary: Resolution Consenting to Assignment of Development Agreement

Report Number: 22-143

Date: May 2, 2022

Financial Impact:
No Financial Impact, this Action only Changes the Current Development Agreement's Assignment of Rights and Responsibilities

Lead Department:
Administration

Recommendation:
Approval

Background: The Newton City Council approved a development agreement on January 17, 2022 with Hopkins Properties LLC for the property located at 1130 1st Avenue East, located within the 1st Avenue East Urban Renewal Area.

Since that time, the developer, Hopkins Properties, LLC has come to an agreement to sell the property to Jasper Point Plaza, LLC and has requested the rights and responsibilities of the agreement be assigned to the new owner.

The proposed resolution consents to the request by the Assignor (Hopkins Properties, LLC) that all of its rights and responsibilities under the Development Agreement be assigned to the Assignee (Jasper Point Plaza, LLC) and that the terms of the attached Assignment Agreement are approved.

Recommendation:

Staff recommends approval of the attached Resolution.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive.

Matt Muckler
City Administrator

RESOLUTION 2022-_____

Resolution Consenting to Assignment of Development Agreement

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City previously authorized and entered into a development agreement (the “Development Agreement”) with Hopkins Properties LLC (the “Assignor”), pursuant to which the Assignor agreed to undertake the redevelopment of an existing commercial building in the Urban Renewal Area (the “Project”), and the City agreed to provide an economic development grant and tax increment payments to the Assignor; and

WHEREAS, under the Development Agreement, assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, the Assignor has requested that the City consent to the assignment of all of its rights and responsibilities under the Development Agreement to Jasper Point Plaza, LLC (the “Assignee”), all as more described in the Assignment of Development Agreement (the “Assignment Agreement”) to be entered in to between the Assignor and the Assignee; and

WHEREAS, it is now necessary for the City to provide consent to the assignment of the Development Agreement;

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

Section 1. The City hereby consents to the request by the Assignor that all of its rights and responsibilities under the Development Agreement be assigned to the Assignee, and such assignment is hereby approved. The terms of the Assignment Agreement are hereby approved. If requested by the Assignor and/or Assignee, the Mayor and City Clerk are hereby authorized and directed to execute and deliver a written consent (a “Consent to Assignment”) to the Assignment Agreement. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of any such Consent to Assignment.

Section 2. Subject to due authorization, execution and delivery of the Assignment Agreement by the Assignor and Assignee, the Assignor is hereby released from all remaining

duties to be performed under the Development Agreement, and all remaining communications and payments to be made with respect to the Development Agreement shall exclusively be directed to the Assignee. The Assignee shall in all ways be substituted into the Development Agreement on the same terms and basis as the Assignor.

Section 3. Nothing contemplated herein shall be interpreted as interfering with the division of incremental property tax revenues and the payments to be funded therefrom as contemplated in the Development Agreement regardless of the future recipient of such payments.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 2, 2022.

Mayor

Attest:

City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT DEVELOPMENT AGREEMENT (this “**Assignment**”) is entered into the ____ day of April 2022 (the “**Effective Date**”), by and between Hopkins Properties LLC (“**Assignor**”) and Jasper Point Plaza, LLC (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor, as Developer, and the City of Newton, Iowa (the “City”) have executed that certain Development Agreement, dated February 22, 2022 (the “**Agreement**”);

WHEREAS, the Agreement grants tax increment financing incentives to Assignor from the City in consideration for the Assignor undertaking a Project as described therein;

WHEREAS, Assignor desires to assign the Agreement to Assignee and Assignee desires to receive such assignment subject to the terms and conditions set forth herein;

WHEREAS, the City has consented to such an assignment;

NOW THEREFORE, in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into this Assignment.
2. **Capitalized Terms**. All capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
3. **Assignment of Agreement**. Assignor does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee and its successors and assigns, all rights, interests, and estates of Assignor in, to and under the Agreement.
4. **Representations, Covenants and Warranties**. Assignor hereby represents, covenants and warrants as follows:
 - a. Assignor is the Developer under the Agreement;
 - b. Assignor has not executed or granted any modifications or extensions whatsoever to the Agreement (other than what is set forth in the recitals and provided in writing to Assignee);
 - c. The Agreement is valid and subsisting and in full force and effect;
 - d. Assignor is aware of no person or entity (other than Assignor) which has any rights as “Developer” under the Agreement;
 - e. Only the City and Assignee shall have rights in and to the Agreement after the execution of this Assignment; and

- f. All deposits made to the City by the Assignor or monies owed to the Assignor by the City shall be property of Assignee.

5. Action by Assignee. Effective upon the execution of this Assignment by Assignor and Assignee, the Assignee shall be entitled to take (without notice to, or consent by Assignor or any other party), any action with respect to the Agreement and/or the Property (which Assignee determines to take in its sole discretion), with the exceptions specifically outlined in this Assignment.

6. Indemnification. Assignee hereby assumes and agrees to perform all the remaining and executory obligations of Assignor under the Agreement in good faith and within the time periods stated in the Agreement. Assignee agrees to indemnify and hold Assignor harmless from any claim or demand resulting specifically from nonperformance by Assignee.

7. Reimbursement Fee. Assignor seeks no reimbursement fee from Assignee for Assignors costs previously incurred.

8. Assignment Fee. Assignor seeks no assignment fee from Assignee.

9. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon the successors and assigns of either party hereto and shall inure to the benefit of the either party and their respective successors, substitutes and assigns. Assignee is permitted to assign this Assignment to any party it wishes without the consent of Assignor, so long as Assignee receives consent from the City.

10. Modification. This Assignment may only be modified by a written instrument or instruments executed by the party against which enforcement of the modification is asserted.

11. Negation of Partnership. Nothing contained in this Assignment is intended to create any partnership, joint venture, or association between the parties hereto with reference to the property or the agreements referenced herein and any inferences to the contrary are hereby expressly negated.

12. Entire Agreement. This Assignment, and the documents referenced in this Assignment, constitute the entire understanding and agreement between the parties hereto with respect to the transactions referenced herein and arising in connection with the Agreement and supersede all prior written or oral understandings and agreements between the parties hereto with respect thereto.

13. Counterparts. This Assignment may be executed in one or more counterparts, and all counterparts so executed shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. This Assignment may be executed by any party by the delivery of such party by facsimile, by portable document via electronic mail, or by other electronic means, a copy of the signature page of this Assignment duly executed by such party. Any copy of this Assignment so delivered by facsimile, by portable document format, or by other electronic means, shall be deemed to be an originally executed copy of this Assignment.

14. General Provisions. This Assignment sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Assignment shall be construed under the laws of the state of Idaho. This Assignment shall not be assignable by either party, except as described in Section 11. Neither party may delegate its duties under this Assignment without the prior written consent of the other party, except as described in Section 11. The confidentiality provisions of this Assignment shall remain in full force and effect at all times after the effective date of this Assignment. If any provision of this Assignment is held to be invalid, illegal, or unenforceable, the remaining portions of this Assignment shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Assignment. All of the obligations contained in this agreement are mutual and reciprocal. This agreement shall be binding on the Parties, their subsidiaries, agents, brokers, divisions, associates, employees, heirs, affiliated companies, assigns or designees.

[Signature Page To Follow]

IN WITNESS WHEREOF, each party set forth below has executed this Assignment on the date first above written.

ASSIGNOR

Hopkins Properties LLC

Name: Curt Hopkins

Title: Member

ASSIGNEE

Jasper Point Plaza, LLC

Name: Brett Bowman

Title: Member