

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).

June 6, 2022 6:00 p.m.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentations | 2. Friends of Newton Parks – Jessica Lowe-Vokes, Committee Chair
3. Newton High School Alumni Association – Preview of Reunion Weekend |
| Citizen Participation | 4. 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 | 5. May 16, 2022 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Wal-Mart Supercenter-300 Iowa Speedway Dr., Ownership Update & Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Four Seasons Golf Bar LLC-101 1 st St N, Special Event Wild Cat Country Fest, 06/18/22, Class C Liquor License, Outdoor Service; Hy-Vee Gas-1421 1 st Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales.
7. Approve 2022-2023 Cigarette/Tobacco/Nicotine/Vapor License for: Casey's #1911, 1018 1 st Ave E; Casey's #2341, 3104 1 st Ave E; Casey's #2417, 1200 W 18 th St S; Casey's #3954, 4343 S. 15 th Ave. E.; Dollar General, 1803 1 st Ave. E.; Fareway, 120 N. 3 rd Ave E; Git n Go #14, 801 1st Ave. W.; Git n Go #45, 1708 S. 8th Ave. E.; Hy-Vee Food Store, 1501 1st Ave. E.; Kwik Star #1001, 1910 1st Ave. E.; Love's Travel Stop, 4400 S. 22nd Ave. E.; New Star Mart, 702 1st Ave. E.; New Star 66, 405 1st Ave. E. 7.; Newton 66, 1806 S. 12 th Ave W; Raceway 80, LLC, 4300 S. 22 nd Ave. E.; Tobacco, Vape & E-cig, 1126 1 st Ave. E.; West End, 1325 1 st Ave. W; Walgreens, 1204 1 st Ave. E.; Wal-Mart, 300 Iowa Speedway Dr.
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-05). (Council Report 22-163)
9. Resolution approving reduced prices for Maytag Pool Single-Day Admissions for June 11, 2022. (Council Report 22-164) |

10. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 1. (Council Report 22-165)
11. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 2. (Council Report 22-166)
12. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 3. (Council Report 22-167)
13. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 4. (Council Report 22-168)
14. Resolution awarding contract for the Community Services Shop Remodel Project – Heaters. (Council Report 22-169)
15. Resolution approving a 28E agreement for law enforcement services at the Iowa Speedway. (Council Report 22-170)
16. Resolution waiving the requirements of Chapter 93 “Noise Control” for the Wild Cat Country Fest and Faith Fest. (Council Report 22-171)
17. Resolution Approving a Property Tax Rebate for the Hotel Maytag Investors, LLC Property Located Within the North Central Urban Renewal Area. (Council Report 22-172)
18. Resolution Approving a Property Tax Rebate for the Newton Senior Residence, LLC Property Located Within the North Central Urban Renewal Area. (Council Report 22-173)
19. Resolution awarding the purchase of firefighter’s protective equipment. (Council Report 22-174)
20. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2022-2. (Council Report 22-175)
21. Resolution approving the purchase of portable litter fence for the Newton Sanitary Landfill. (Council Report 22-176)
22. Resolution approving the purchase of a replacement GPS unit for the Newton Sanitary Landfill Trash Compactor. (Council Report 22-177)
23. Resolution to promote housing in Newton using radio and digital video placement in a strategic advertising campaign. (Council Report 22-178)
24. Resolution for a video project to create new video and image assets of city-owned parks, their amenities and recreation opportunities. (Council Report 22-179)
25. Approve Bills
26. Public Hearing on a Resolution awarding contract for the Union Dr. Reconstruction Project. (Council Report 22-180)
 - For several years, the reconstruction of Union Dr. between N 4th Ave W and N 19th Ave W has been included in the City of Newton Capital Improvement Plan (CIP) and programmed in the City’s federal aid

Public Hearing

route projects list by the Central Iowa Transportation Planning Association (CIRPTA).

- 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. A complete reconstruction of this road is long overdue.
- 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. This agreement would allow the City to use \$2,800,000 of available federal funds to pay for a portion of this City project.
- The City prepared and submitted plans to the Iowa Department of Transportation (DOT). Iowa DOT placed the project out to bid and on May 17, 2022 received the lowest, responsible bid from Reilly Construction Co., Inc., Ossian, IA in the amount of \$4,209,934.58.
- City staff has prepared five potential options for City Council to consider regarding this matter and is recommending Option #5, which is to accept the low bid and reallocate \$950,000 of 2022A bonds towards this project.

27. Resolution awarding contract for the Union Dr. Reconstruction Project. (Council Report 22-180)

Ordinances

28. Third 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.

29. First Consideration of an Ordinance Closing Maytag Plant 2 Urban Renewal Area. (Council Report 22-181)

- On April 15, 2008, the City Council of Newton, Iowa enacted ordinance No. 2121 creating the Plant Two Economic Development Urban Renewal area. This purpose of this Urban Renewal Area was to assist a development project by relocating a portion of East 8th Street North and creating an open storage area for wind blades.
- All debt had been paid in this Urban Renewal Area and there has been no activity for several years. This action officially repeals the ordinance and terminates the Urban Renewal Area and plan.

Resolutions

30. Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area. (Council Report 22-181)

- The City has determined that it is in the best interest to terminate the Urban Renewal Plan and retire the Urban Renewal Area.

31. Resolution authorizing the retirement of K9 Smokey and donating him to Officer Zach Walker. (Council Report 22-182)
 - K9 Smokey has had a commendable career and has been an asset to the City. He has reached the end of his operational working life and it's proposed that retirement be granted.
 - In exchange for K9 Smokey's ongoing care and maintenance, it's proposed the City donate him to his handler. Officer Walker agrees to be personally responsible for K9 Smokey for the remainder of his life.
32. Resolution approving amendment to the purchase and redevelopment agreement between the City of Newton and MVAH Holding LLC. (Council Report 22-183)
 - In March 2022, a purchase and redevelopment agreement for multiple D&D Properties with MVAH Partners was approved. MVAH Partners intends to construct multi-family housing on the properties.
 - Through the development process, it was determined by MVAH Partners that the property at 115 East 4th Street North is not needed for the project. This resolution amends the purchase agreement, removing this address. Purchase price and all other elements of the purchase and redevelopment agreement remain the same.
33. Resolution approving the granting of Downtown Micro Grant Funds in the Historic Façade Renovation Program Area to Paul Mattingly for the building located at 113 West 2nd Street North, Newton. (Council Report 22-184)
 - The owner proposes to repair a 1 x 76' section of exterior wall on the south (alley) side of the building where water infiltration is occurring.
 - At their meeting on May 25, 2022, the Downtown Grant Review Board recommended approval of a façade grant in an amount not to exceed \$2,250, provided a 1:1 match is met by the applicant.
34. Resolution approving the granting of Downtown Improvement Grant Funds in the Sign and Awning Program Areas to Jeff Wisnieski for the building located at 119 West 2nd Street North, Newton. (Council Report 22-185)
 - The applicant proposes to replace the existing awning frame on the building with a new smaller, black awning along with a new Home Instead business sign.
 - At their meeting on May 25, 2022, the Downtown Grant Review Board recommended approval of a grant in a total amount not to exceed \$2,206.35, provided a 1:1 match is met for each program area.
35. Resolution to reorganize staff in the Community Development and Administration Departments (Council Report 22-186)
 - The Employee Relations Committee considered the 2022 Community Development and Administration Reorganization proposal on June 6, 2022 and voted to recommend approval by the full City Council.
36. Resolution Approving the Special Events Policy and Application (Council Report 22-187)

- 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.

Staff Report

37. Community Marketing Update - Danielle Rogers Community Marketing Manager

Mayor/Council Comments

- 38.

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.

www.NewtonGov.org

REGULAR CITY COUNCIL MEETING MINUTES
MAY 16, 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, Trotter, Wade. Absent: None.

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

Brooke Ramsey, Business Development Manager for Heart of Iowa Regional Transit Agency (HIRTA) presented to Council. They are working on a project for spontaneous travel or mobility on demand.

During citizen participation Curtis Thorson, 1030 E 7th St N, spoke regarding parking vehicles on his property and questioned the zoning rules in that area.

Moved by Dalton, seconded by Wade to approve consent agenda items 4-20.

4. May 02, 2022 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Walgreens #05942, 1204 1st Ave East - Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Casey's General Store #1911, 1018 1st Ave E - Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Hy-Vee Market Café, 1501 1st Ave E Market Café Area - Class C Liquor License, Sunday Sales, Catering; The Cellar Peanut Pub, 403 W 4th St N - Class C Liquor License, Outdoor Service, Sunday Sales.
6. Resolution Appointing Collin Daniels to the Newton Park Board for a Term Expiring on December 31, 2024. Resolution 2022-140 adopted.
7. Resolution changing Civil Service Commission term dates from the first Monday in April to December 31st of the respective term expiration year. Resolution 2022-141 adopted.
8. Resolution accepting completion of the Demolition 2021-03 Project. Resolution 2022-142 adopted.
9. Resolution accepting completion of the Demolition 2021-04 Project. Resolution 2022-143 adopted.
10. Resolution accepting completion for the 2022 Maytag Pool Heater Replacement Project. Resolution 2022-144 adopted.
11. Resolution accepting completion of the 2021 City of Newton Parks Tree & Stump Removal Project. Resolution 2022-145 adopted.
12. Resolution accepting Musco Lighting proposal to repair tornado-damaged ballfield lighting. Resolution 2022-146 adopted.
13. Resolution of support of a Destination Iowa Grant application by Project Fastpitch. Resolution 2022-147 adopted.
14. Resolution awarding contract for the Newton Sanitary Landfill Pump Station #1 Electrical Cabinet Upgrade Project. Resolution 2022-148 adopted.
15. Resolution authorizing the purchase of an asphalt patching machine for Public Works Operations and repealing 28E agreement with Jasper County. Resolution 2022-149 adopted.
16. Resolution awarding contract for the 2022 Streetscape Light Pole Refinishing Project. (Resolution 2022-150 adopted.
17. Resolution accepting completion of the 2022-01 PCC Patching Project. Resolution 2022-151 adopted.
18. Resolution approving an engineering services agreement with Bolton & Menk, Inc. for the N 4th Ave E Bridge Replacement Project. Resolution 2022-152 adopted.
19. Resolution approving payment to Hamilton Glass for the installation of new interior doors in the Fire Department. Resolution 2022-153 adopted.
20. 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 awarding contract for the 2022 Streetscape Improvement Project. There were no written comments. Moved by Hallam, seconded by Ervin, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by George to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-154 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution Approving the First Budget Amendment for Fiscal Year 21-22. There were no written comments. Moved by Trotter, seconded by Dalton, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Ervin, seconded by Trotter to adopt the resolution. AYES: Six. NAYS: None. Resolution 2022-155 adopted.

Moved by Dalton, seconded by George, to approve the Third 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. AYES: Six. NAYS: None.

Third Consideration passed. Moved by Trotter, seconded by Wade to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2413 was adopted.

Moved by Wade, seconded by Hallam, to approve the Second consideration of the Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 95: Cemeteries. AYES: Six. NAYS: None. Second Consideration passed. Moved by Ervin, seconded by Trotter to suspend the rules and waive the third reading. AYES: Six. NAYS: None. Motion passed. Moved by Wade, seconded by Trotter to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2414 was adopted.

Moved by Dalton, seconded by Trotter, to approve the Second 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 in the 2100-2200 block of South Fifth Avenue East. AYES: Six. NAYS: None. Second Consideration passed.

Moved by George, seconded by Ervin to adopt the Resolution approving rules and guidelines for Mobile Food Vendors in City parks. AYES: Six. NAYS: None. Resolution 2022-156 adopted.

Moved by Trotter, seconded by Hallam to adopt the Resolution adopting the low-moderate income set aside funds policy. AYES: Six. NAYS: None. Resolution 2022-157 adopted.

Moved by Trotter, seconded by George to adopt the Resolution authorizing the filing of 657A.10A petitions for abandoned property at 1417 East 10th Street South, 812 1st Street North, and 740 North 3^d Avenue East, Newton, Jasper County, Iowa. AYES: Six. NAYS: None. Resolution 2022-158 adopted.

Moved by Hallam, seconded by Wade to adopt the Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2022-1. Logan Shine, Government Affairs with Windstream spoke about the construction and scheduling. AYES: Six. NAYS: None. Resolution 2022-159 adopted.

Moved by Hallam, seconded by Ervin to adopt the Resolution approving a special event street closure for the Wild Cat Country Fest & Worship Fest on June 17th – June 19th. Discussion ensued. Bonnie Terpstra, business owner spoke against. Dana VanGilder, WCCF Committee member, spoke regarding the economic impact and the precautions they are taking. AYES: Four. NAYS: Trotter. Abstained: Wade (Committee Member). Resolution 2022-160 adopted.

Moved by George, seconded by Dalton to adopt the Resolution Approving the Special Events Policy and Application. Discussion ensued regarding the percent of approval needed by other businesses, the insurance requirement, and additional thoughts. Moved by Ervin, seconded by Trotter, to table the resolution to the next meeting in order for staff to update. AYES: Six. NAYS: None. Motion to table passed.

Katrina Davis, Administrative Services Manager, provided an update of Administrative Services, including current projects.

During Mayor/Council comments Ervin asked Fierce Faith Music to speak regarding their event on Sunday. Information can be found at fearcefaithmusic.org.

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:46 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-05).

Report Number: 22-163

Date:

June 6, 2022

Summary:

The City of Newton abated some nuisances, such as tall grass/weeds, trash, or snow. 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: \$1,364.80

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period.

The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

Recommendation:

City Staff recommends approval of the Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 22-05)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 22-05: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 22-05: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the expenses have been billed to the property owners and remain unpaid.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 22-05: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 22-05: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-05: 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
Paul & Kelley Mattingly	833482006	1209 W 7th St S	Newton	\$72,820	\$194.31	\$75.00	\$269.31	CARRIER'S MEADOWS LOTS 13-14 BLK 12	3/25/2022
Helen Bauer	835405018	603 E 22nd St S	Newton	\$113,600	\$257.77	\$75.00	\$332.77	AURORA HEIGHTS SD LOT 9 BLK D	4/8/2022
Joleen Inman	827413006	802 E 8th St N	Newton	\$105,080	\$190.00	\$75.00	\$265.00	EDMUNDSON'S ADD LOT 7 BLK 18	4/13/2022
Jessica Springer	834231016	826 1st Ave E	Newton	\$71,070	\$155.00	\$75.00	\$230.00	EAST ADD LOT F & E 1.5' LOT H SD LOT 7	4/27/2022
John Jenkins	834184008	121 S 3rd Ave E	Newton	\$73,480	\$167.72	\$100.00	\$267.72	ORIGINAL PLAT LOT 1 OUTLOT 18	4/27/2022
Total							\$1,364.80		

City of Newton Council Report

**Item:**

Resolution approving reduced prices for Maytag Pool single-day admissions for June 11, 2022.

Report Number: 22-164

Date:

June 6, 2022

Summary:

Approval would authorize \$2.00 single admission prices at Maytag Pool for Newton Fest on June 11, 2022.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

minimal

Background:

Newton Fest will be held on Thursday, June 9th through Saturday, June 11th; with a majority of the City-sponsored events occurring in Maytag Park. On Friday night, June 10th Advantage Credit Union is sponsoring their annual free public pool party. Instead of holding a second free pool party sponsored by the City as what was done in recent years, staff is proposing reduced price admissions during pool hours on Saturday, June 11th.

If this resolution is approved, single day admissions to Maytag Pool on Saturday, June 11, 2022 only would be \$2.00 per person during that day's normal open times, instead of the normal \$5.00 per person. This reduced price admission for the entire day would lessen the impact of recent years' free pool parties where the pool's capacity was nearly met in a short window of time.

Recommendation:

City Staff recommends that Council approve this resolution authorizing the Community Services Department to charge \$2.00 single day admissions to Maytag Pool on Saturday, June 11, 2022 for Newton Fest.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING REDUCED PRICES ON MAYTAG POOL SINGLE-DAY
ADMISSIONS FOR JUNE 11, 2022.**

WHEREAS, Newton Fest will be held on Thursday, June 9th through Saturday, June 11th; with a majority of the City-sponsored events occurring in Maytag Park; and

WHEREAS, on Friday night, June 10th Advantage Credit Union is sponsoring their annual free public pool party; and

WHEREAS, instead of holding a second free pool party sponsored by the City as what was done in recent years, staff is proposing reduced-price admissions during pool hours on Saturday, June 11th; and

WHEREAS, if this resolution is approved, single day admissions to Maytag Pool on Saturday, June 11, 2022 only would be \$2.00 per person during that day's normal open times, instead of the normal \$5.00 per person; and

WHEREAS, this reduced-price admission for the entire day would lessen the impact of recent years' free pool parties where the pool's capacity was nearly met in a short window of time.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Community Services Department is authorized to charge \$2.00 single day admissions to Maytag Pool on Saturday, June 11, 2022 for Newton Fest.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 1.

Summary:

Rescinding original mowing contract due to default by the contractor, and awarding of a new contract to the second-lowest bidder.

Financial Impact:

\$7,440.00 from D & D bond funds.



Report Number: 22-165

Date:

June 6, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On April 4, 2022 City Council approved Resolution 2022-097, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No.

1. Said contract included the following locations:

- 6 Bungalow Ct.
- 7 Bungalow Ct.
- 12 Bungalow Ct.
- 315-321 E 8th St S
- 1219 S 4th Ave E
- 120 E 12th St N
- NE of 1204 1st Ave E
- 211 E 12th St N & 1117 N 3rd Ave E
- 319 E 12th St N
- 748 N 3rd Ave E
- 817 N 3rd Ave E
- 512 1st Ave E

The contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract. Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided.

The second-lowest quote of \$7,440.00 was from 4 Seasons Lawn & Snow LLC of Grinnell, Iowa. The average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 1, and award a new contract for said Contract No. 1 to 4 Seasons Lawn & Snow LLC of Grinnell, Iowa.

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 NO. 2022 – _____

**RESOLUTION RESCINDING ORIGINAL MOWING CONTRACT,
AND AWARDING A NEW CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 1.**

WHEREAS, on April 4, 2022 City Council approved Resolution 2022-097, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 1; and

WHEREAS, said contract included the following locations:

- 6 Bungalow Ct.
- 7 Bungalow Ct.
- 12 Bungalow Ct.
- 315-321 E 8th St S
- 1219 S 4th Ave E
- 120 E 12th St N
- NE of 1204 1st Ave E
- 211 E 12th St N & 1117 N 3rd Ave E
- 319 E 12th St N
- 748 N 3rd Ave E
- 817 N 3rd Ave E
- 512 1st Ave E; and

WHEREAS, the contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract; and

WHEREAS, Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided; and

WHEREAS, the second-lowest quote of \$7,440.00 was from 4 Seasons Lawn & Snow LLC of Grinnell, Iowa; and

WHEREAS, the average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts; and

WHEREAS, City staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 1, and award a new contract for said Contract No. 1 to 4 Seasons Lawn & Snow LLC of Grinnell, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the original contract awarded on April 4, 2022 per Resolution 2022-097 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 1 is hereby rescinded.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the second-lowest quote of 4 Seasons Lawn & Snow LLC of Grinnell, Iowa, in the amount of Seven Thousand, Four Hundred Forty Dollars and Zero Cents (\$7,440.00) for the 2022 Parks Mowing Contract No. 1 is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by 4 Seasons Lawn & Snow LLC of Grinnell, Iowa for the 2022 Parks Mowing Contract No. 1, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from D & D bond funds.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 2.

Summary:

Rescinding original mowing contract due to default by the contractor, and awarding of a new contract to the second-lowest bidder.

Financial Impact:

\$5,616.00 from D & D bond funds.



Report Number: 22-166

Date:

June 6, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On April 4, 2022 City Council approved Resolution 2022-098, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No.

2. Said contract included the following locations:

- 215 E 5th St N
- 421 N 3rd Ave E
- 411 N 3rd Ave E
- 214 E 4th St N
- 340 E 5th St N
- 721 E 7th St N
- 909 E 7th St N
- 1015 E 9th St N
- 209 N 13th Ave W
- 115 E 4th St N
- 124 E 4th St N
- 201 W 4th St S
- 514 S 2nd Ave W

The contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract. Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided.

The second-lowest quote of \$5,616.00 was from Shannon Dannen of Newton, Iowa. The average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 2, and award a new contract for said Contract No. 2 to Shannon Dannen of Newton, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION RESCINDING ORIGINAL MOWING CONTRACT,
AND AWARDING A NEW CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 2.**

WHEREAS, on April 4, 2022 City Council approved Resolution 2022-098, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 2; and

WHEREAS, said contract included the following locations:

- 215 E 5th St N
- 421 N 3rd Ave E
- 411 N 3rd Ave E
- 214 E 4th St N
- 340 E 5th St N
- 721 E 7th St N
- 909 E 7th St N
- 1015 E 9th St N
- 209 N 13th Ave W
- 115 E 4th St N
- 124 E 4th St N
- 201 W 4th St S
- 514 S 2nd Ave W; and

WHEREAS, the contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract; and

WHEREAS, Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided; and

WHEREAS, the second-lowest quote of \$5,616.00 was from Shannon Dannen of Newton, Iowa; and

WHEREAS, the average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts; and

WHEREAS, City staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 2, and award a new contract for said Contract No. 2 to Shannon Dannen of Newton, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the original contract awarded on April 4, 2022 per Resolution 2022-098 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 2 is hereby rescinded.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the second-lowest quote of Shannon Dannen of Newton, Iowa, in the amount of Five Thousand, Six Hundred Sixteen Dollars and Zero Cents (\$5,616.00) for the 2022 Parks Mowing Contract No. 2 is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Shannon Dannen of Newton, Iowa for the 2022 Parks Mowing Contract No. 2, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from D & D bond funds.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 3.

Summary:

Rescinding original mowing contract due to default by the contractor, and awarding of a new contract to the second-lowest bidder.

Financial Impact:

\$5,184.00 from D & D bond funds.



Report Number: 22-167

Date:

June 6, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On April 4, 2022 City Council approved Resolution 2022-099, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 3. Said contract included the following locations:

- 525 W 4th St S
- 309 S 8th Ave W
- 616 W 4th St S
- 717 W 6th St S
- 509 W 2nd St S
- 315 E 4th St S
- 619 S 3rd Ave E
- 524 S 4th Ave E
- 625 E 5th St S
- 1312 E 6th St S
- 902 1st Ave W
- 917 1st Ave W

The contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract. Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided.

The second-lowest quote of \$5,184.00 was from Shannon Dannen of Newton, Iowa. The average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts.

Recommendation:

City Staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 3, and award a new contract for said Contract No. 3 to Shannon Dannen of Newton, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION RESCINDING ORIGINAL MOWING CONTRACT,
AND AWARDING A NEW CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 3.**

WHEREAS, on April 4, 2022 City Council approved Resolution 2022-099, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 3; and

WHEREAS, said contract included the following locations:

- 525 W 4th St S
- 309 S 8th Ave W
- 616 W 4th St S
- 717 W 6th St S
- 509 W 2nd St S
- 315 E 4th St S
- 619 S 3rd Ave E
- 524 S 4th Ave E
- 625 E 5th St S
- 1312 E 6th St S
- 902 1st Ave W
- 917 1st Ave W; and

WHEREAS, the contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract; and

WHEREAS, Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided; and

WHEREAS, the second-lowest quote of \$5,184.00 was from Shannon Dannen of Newton, Iowa; and

WHEREAS, the average cost/acre/mowing for this new proposed contract is still slightly less than that same average realized in the 2021 mowing contracts; and

WHEREAS, City staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 3, and award a new contract for said Contract No. 3 to Shannon Dannen of Newton, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the original contract awarded on April 4, 2022 per Resolution 2022-099 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 3 is hereby rescinded.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the second-lowest quote of Shannon Dannen of Newton, Iowa, in the amount of Five Thousand, One Hundred Eighty-Four Dollars and Zero Cents (\$5,184.00) for the 2022 Parks Mowing Contract No. 3 is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Shannon Dannen of Newton, Iowa for the 2022 Parks Mowing Contract No. 3, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from D & D bond funds.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 4.

Summary:

Rescinding original mowing contract due to default by the contractor, and awarding of a new contract to the second-lowest bidder.

Financial Impact:

\$12,630.00 from Parks 4030 General Fund budget and D & D bond funds.



Report Number: 22-168

Date:

June 6, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On April 4, 2022 City Council approved Resolution 2022-100, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No.

4. Said contract included the following locations:

- 2801 Rusty Wallace Drive
- S 8th Ave E @ E 23rd St S
- 601 E 19th St S
- W 19th St S @ S 12th Ave W
- 1401 1st Ave W
- 312 W 8th St N
- 224 W 3rd St N
- E 19th St N @ N 8th Ave E & N 9th Ave E
- 2000 W 18th St S
- 124 1st Ave E
- 216 W 2nd St N
- 123 N 3rd Ave E
- 112 W 3rd St S
- 110 1st St S
- 215 S 2nd Ave W

The contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract. Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided.

The second-lowest quote of \$12,630.00 was from 4 Seasons Lawn & Snow LLC of Grinnell, Iowa. The average cost/acre/mowing for this new proposed contract is slightly

higher than that same average realized in the 2021 mowing contracts for this group of lots, but still below the overall average for contracted mowing in 2021.

Recommendation:

City Staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 4, and award a new contract for said Contract No. 4 to 4 Seasons Lawn & Snow LLC of Grinnell, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION RESCINDING ORIGINAL MOWING CONTRACT,
AND AWARDING A NEW CONTRACT FOR THE
2022 PARKS MOWING CONTRACT NO. 4.**

WHEREAS, on April 4, 2022 City Council approved Resolution 2022-100, which awarded a contract to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 4; and

WHEREAS, said contract included the following locations:

- 2801 Rusty Wallace Drive
- S 8th Ave E @ E 23rd St S
- 601 E 19th St S
- W 19th St S @ S 12th Ave W
- 1401 1st Ave W
- 312 W 8th St N
- 224 W 3rd St N
- E 19th St N @ N 8th Ave E & N 9th Ave E
- 2000 W 18th St S
- 124 1st Ave E
- 216 W 2nd St N
- 123 N 3rd Ave E
- 112 W 3rd St S
- 110 1st St S
- 215 S 2nd Ave W; and

WHEREAS, the contractor has failed to complete work in a timely manner, and has notified the City that they are done mowing under this contract; and

WHEREAS, Staff then contacted the second-lowest bidder from the original bid opening, and that contractor indicated that they would assume this contract at their unit prices provided; and

WHEREAS, the second-lowest quote of \$12,630.00 was from 4 Seasons Lawn & Snow LLC of Grinnell, Iowa; and

WHEREAS, the average cost/acre/mowing for this new proposed contract is slightly higher than that same average realized in the 2021 mowing contracts for this group of lots, but still below the overall average for contracted mowing in 2021; and

WHEREAS, City staff recommends that Council rescind the original contract awarded on April 4, 2022 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 4, and award a new contract for said Contract No. 4 to 4 Seasons Lawn & Snow LLC of Grinnell, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the original contract awarded on April 4, 2022 per Resolution 2022-100 to Street Brothers Lawn Care LLC of Newton for the 2022 Parks Mowing Contract No. 4 is hereby rescinded.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the second-lowest quote of 4 Seasons Lawn & Snow LLC of Grinnell, Iowa, in the amount of Twelve Thousand, Six Hundred Thirty Dollars and Zero Cents (\$12,630.00) for the 2022 Parks Mowing Contract No. 4 is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by 4 Seasons Lawn & Snow LLC of Grinnell, Iowa for the 2022 Parks Mowing Contract No. 4, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that completed work shall be paid from Parks 4030 General Fund budget and D & D bond funds.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the Community Services Shop Remodel Project – Heaters.

Report Number: 22-169

Date:

June 6, 2022

Summary:

Award of contract to infrared heaters for the shop remodeling project at 1700 N 4th Ave W.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$13,125.00 from 2021 Bond funds.

Background:

The maintenance operations and staff with the City of Newton's Community Services Department will be relocating to 1700 N 4th Ave W, which has been home to the Public Works street operations since 1988. The former offices in the east portion of the main building are being converted back to shop space, and a majority of parks and cemetery maintenance staff and equipment will be based at this location instead of being stored in numerous locations around Newton.

Proposals were sought for new overhead shop infrared shop heaters for the expanded shop area that was previously office space heated by small gas furnaces. The following proposals were received:

Warnick & Reeves – Newton, Iowa	\$13,125.00
Terpstra Plumbing Heating & Cooling – Lynnville, Iowa	\$13,179.51
Baxter Comfort Solutions - Baxter, Iowa	\$14,750.00

The lowest proposal received is from Warnick & Reeves of Newton. \$13,125.00 in 2021 bond funds will be used to pay for the heater installation.

Recommendation:

City Staff recommends that Council award the project to Warnick & Reeves of Newton, Iowa in the amount of \$13,125.00.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written in a cursive style.

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION AWARDING CONTRACT FOR THE COMMUNITY SERVICES
SHOP REMODEL PROJECT – HEATERS.**

WHEREAS, the maintenance operations and staff with the City of Newton's Community Services Department will be relocating to 1700 N 4th Ave W; and

WHEREAS, the former offices in the east portion of the main building are being converted back to shop space, and a majority of parks and cemetery maintenance staff and equipment will be based at this location instead of being stored in numerous locations around Newton; and

WHEREAS, proposals were sought for new overhead shop infrared shop heaters for the expanded shop area that was previously office space heated by small gas furnaces; and

WHEREAS, the following proposals were received:

Warnick & Reeves – Newton, Iowa	\$13,125.00
Terpstra Plumbing Heating & Cooling – Lynnville, Iowa	\$13,179.51
Baxter Comfort Solutions - Baxter, Iowa	\$14,750.00

; and

WHEREAS, City Staff recommends that Council award the project to Warnick & Reeves of Newton, Iowa in the amount of \$13,125.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Warnick & Reeves of Newton, Iowa, in the amount of Thirteen Thousand, One Hundred Twenty-Five Dollars and Zero Cents (\$13,125.00) for the Community Services Shop Remodel Project – Heaters is hereby accepted, the same being the lowest, responsive quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the proposal by Warnick & Reeves of Newton, Iowa for the Community Services Shop Remodel Project – Heaters be signed by the Mayor on behalf of the City. The City shall utilize 2021 Bond funds to pay to pay for the heater installation on this project.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution approving a 28E agreement for law enforcement services at the Iowa Speedway.

Report Number: 22-170

Summary: 28E agreement with Jasper County municipal police departments to assist with law enforcement at Iowa Speedway events.

Date: June 6, 2022

Lead Department: Police Department

Financial Impact: No financial impact

Recommendation:
Approve

Background:

The Police Department has provided contracted law enforcement services at Iowa Speedway events since 2005. The Police Department has historically partnered with the Jasper County Sheriff's Office and the Iowa State Patrol to provide the level of staffing required to keep attendees and community members safe during events held at the Iowa Speedway.

In recent years staffing Iowa Speedway events and keeping a law enforcement presence in the community has been challenging due to a higher demand of services on each of the partner agencies. In order to continue providing a high level of service to the community and to the Iowa Speedway, the Police Department has developed a 28E agreement and has requested further assistance from the police department in the City of Colfax for large scale events at the Iowa Speedway.

The agreement would allow other Jasper County Municipal Corporations and law enforcement agencies to assist with law enforcement services at the Iowa Speedway upon request from the Police Department with all costs for these services being reimbursed by the City of Newton or the organizing body of the event.

Recommendation:

City Staff recommends approval of the 28E agreement for law enforcement services at the Iowa Speedway.



Matt Muckler
City Administrator

Attachment

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING A 28E AGREEMENT FOR LAW ENFORCEMENT SERVICES AT THE IOWA SPEEDWAY

WHEREAS, the City has a continuing need to provide law enforcement to, in, and around the Iowa Speedway and is not always able to obtain enough volunteer officers to provide law enforcement services during events, concerts, races and rallies held at the Iowa Speedway solely through the City Police Department;

WHEREAS, other Jasper County Municipal Corporations and law enforcement departments of said Municipal Corporations are willing and able to provide voluntary law enforcement services during certain events, concerts, races and rallies held at the Iowa Speedway upon request by the Police Department; and

WHEREAS, the City and Municipal Corporations desire an Agreement for the use of Municipal Corporation law enforcement agencies in addition to the Police Department at the Iowa Speedway during events, concerts, races and rallies; and

WHEREAS, pursuant to Iowa Code Chapter 28E, the Municipal Corporations are authorized to contract with each other to perform any governmental service, activity or undertaking which any of them is authorized by law to perform; and

WHEREAS, each Municipal Corporation has reviewed the terms of the agreement.

WHEREAS, the Municipal Corporation of Colfax does hereby agree and contract the purposes, powers, rights, objectives and responsibilities of this joint agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City hereby authorizes the 28E Agreement with other Jasper County Municipal Corporations and law enforcement agencies to provide law enforcement services at the Iowa Speedway.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT PROVIDING FOR USE OF OUTSIDE LAW ENFORCEMENT AGENCIES

WHEREAS, The City of Newton, Iowa ("City") has a continuing need to provide law enforcement to, in and around the Iowa Speedway located at 3333 Rusty Wallace Drive, Newton, Iowa 50208 and is not always able to obtain enough volunteer officers to provide law enforcement services during events, concerts, races and rallies held at the Iowa Speedway solely through the City Police Department;

WHEREAS, the Municipal Corporations and law enforcement departments of said Municipal Corporations are willing and able to provide voluntary law enforcement services during certain events, concerts, races and rallies held at the Iowa Speedway upon request by the City Police Department; and

WHEREAS, the City and Municipal Corporations desire an Agreement for the use of Municipal Corporation law enforcement agencies in addition to the City Police Department at the Iowa Speedway during events, concerts, races and rallies; and

WHEREAS, pursuant to Iowa Code Chapter 28E, the Municipal Corporations are authorized to contract with each other to perform any governmental service, activity or undertaking which any of them is authorized by law to perform; and

WHEREAS, each Municipal Corporation has reviewed the following terms.

NOW THEREFORE, the Municipal Corporations do hereby agree and contract the purposes, powers, rights, objectives and responsibilities of this joint agreement to be as follows:

PART I: JOINT EXERCISE OF POWERS

1. Purpose. The Municipal Corporations agree that the purpose of this Agreement is for the joint provision of law enforcement services to the Iowa Speedway during events, concerts, races and rallies held at the Iowa Speedway.

2. Term. This Agreement shall be effective upon its execution by all Municipal Corporations and it shall remain in effect until December 31, 2023, and shall renew in two-year terms thereafter unless dissolved in accordance with paragraph 11.

3. Administrators. The Police Chiefs of participating Municipal Corporations, or their respective designees, shall be the Administrators of this Agreement.

4. Additional Municipal Corporations. The City shall have the power, within its sole discretion, to add additional Municipal Corporations as parties to this Agreement. Any such addition shall be executed in writing by both the City and the additional Municipal Corporation.

PART II: TERMS AND CONDITIONS

5. City of Newton, Iowa.

a. For any event, concert, race or rally held at the Iowa Speedway, the City may request the law enforcement departments of the Municipal Corporations provide one or more of the following services: security, crowd control, traffic control, enforcement of State law or Local ordinance, other law enforcement services as needed in connection with such events, concerts, races or rallies. The number of hours of service requested or provided or the number of law enforcement officers or deputies requested or provided may be increased or decreased from time to time at the sole discretion of the City.

b. The City will first request assistance from the law enforcement officers employed by the City, the request will then be presented to the Jasper County Sheriff's Office and Iowa State Patrol respectively. If positions remain open, the City shall present the request to those Municipal Corporations within Jasper County, in no specific order. Finally, any remaining positions shall be requested/offered to those Municipal Corporations outside of Jasper County, again in no specific order.

c. The City may request such assistance on an event-by-event basis and the City shall compensate the respective Municipal Corporations at a rate of forty dollars (\$40.00) an hour per authorized law enforcement officer. All compensation payments shall be made by the City within thirty (30) days of receipt of an invoice from the respective Municipal Corporation.

6. Municipal Corporations.

a. The Municipal Corporations agree that, upon request from City, they shall have the opportunity to accept or deny the City's request in order to meet the staffing needs of their respective police departments.

b. The law enforcement personnel provided by the Municipal Corporations as contemplated under this Agreement shall at all times be acting in his or her capacity as an employee of his or her Municipal Corporation and not as an employee of the City or the Iowa Speedway. As such, each Municipal Corporation shall be solely responsible for all employment-related expenses and costs, such as the workers' compensation coverage, Statewide Municipal Police and Fire Retirement System of Iowa applicability, ICAP or other liability insurance coverage, as well as withholding and payment of applicable payroll taxes related to compensation of Community Police personnel for their services under this Agreement.

c. It shall be the responsibility of each Municipal Corporation to pay for repairs and maintenance of cars and other police equipment used by its own employees while assisting the City under the terms of this Agreement.

d. All invoices for compensation for the use of Municipal Corporation law enforcement personnel shall be submitted to the Newton Police Department, 101 West 4th St. South, Newton, Iowa 50208; no later than fifteen (15) days after each event, concert, race or rally. If the invoices are not submitted timely, the City will not be liable for reimbursement or compensation.

7. Authority. When Municipal Corporations law enforcement personnel assist the City under this Agreement, command responsibility of the law enforcement activity shall be the responsibility of the City and that command law enforcement officer of the City shall organize and direct the activities of the Municipal Corporations law enforcement personnel and the City law enforcement personnel. The Municipal Corporation law enforcement personnel authorized to provide assistance to the City under the terms of this Agreement shall have the same powers and authority as the members of the City law enforcement personnel. The City and Municipal Corporation law enforcement personnel shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. Any charges shall be filed under State law or the Newton Code of Ordinances.

PART III: LIABILITY

8. Mutual Hold Harmless Provisions. (For the purposes of this section, Municipal Corporation shall be defined to include the City of Newton, as well as each Municipal Corporations' elected officials, officers, agents and employees.)

a. Each participating Municipal Corporation, agrees to indemnify, defend, and hold harmless all other Municipal Corporations participating in this Agreement, from and against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees and against all liability for damage to property and injuries to persons, including death resulting therefrom, directly or indirectly, as a result or consequence of any act, omission, fault or negligence of the participating Municipal Corporation. Each Municipal Corporation waives all claims against all other Municipal Corporations participating in this Agreement for compensation for personal injury or death to its personnel occurring as a consequence of participation and performance in the activities of the training. Further, each participating Municipal Corporation shall indemnify, save, defend and hold harmless all other participating Municipal Corporations against any and all claims, suits and actions, including court costs and attorney fees, brought by or against a Municipal Corporation occurring as a consequence of or arising out of the participation and performance in the activities under this Agreement.

b. Each Municipal Corporation shall remain responsible for its own liabilities, damages, charges and expenses and no liability shall transfer to any other participating Municipal Corporation.

PART IV: MISCELLANEOUS

9. Notices. Except as otherwise specified, all notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

City of Newton Rob Burdess
 Chief of Police
 Newton Police Department
 101 West 4th St. South
 Newton, Iowa 50208

City of Colfax Andy Summy
 Chief of Police
 15 E Howard
 Colfax, Iowa 50054

All notices shall be deemed given on the day of mailing. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party must be signed by an authorized representative of such party.

10. Amendment. This Agreement may not be amended, modified, or canceled except by a written agreement executed by the City and all Municipal Corporations, except by a withdrawal provided for in paragraph 11.

11. Termination. The City or any Municipal Corporation may terminate participation in this Agreement, with or without cause, by giving a ninety (90) day written notice to all other parties to this Agreement. Upon withdrawing from this Agreement, the withdrawing party shall forfeit any outstanding rights or claims under the Agreement.

12. Invalidity or Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Remedies and Governing Law. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement and all action arising hereunder shall be governed by, subject to and construed according to the laws of the State of Iowa. The parties agree that service of process at the address and in the manner specified above will be sufficient to put a party on notice and hereby waive any and all claims relative to such notice. Any and all claims shall be brought in the District Court in and for Jasper County, Iowa.

address and in the manner specified above will be sufficient to put a party on notice and hereby waive any and all claims relative to such notice. Any and all claims shall be brought in the District Court in and for Jasper County, Iowa.

14. Captions. The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any manner affect the same.

15. Contract Language. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

16. Entire Agreement. This Agreement including all exhibits attached hereto and incorporated herein by reference, contains the entire agreement between the City and Municipal Corporations. It is agreed that none of the parties, nor their representatives, have made any representations except those expressly set forth herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their proper officers, duly authorized therefore.

Newton, Iowa

By: _____
Michael L. Hansen, Mayor

Date: _____

Colfax, Iowa

By: 
David Mast, Mayor

Date: April 11, 2022

City of Newton Council Report



Item: Resolution waiving the requirements of Chapter 93 "Noise Control" for the Wild Cat Country Fest and Faith Fest

Report Number: 22-171

Summary: Waive the noise requirements so these events can be held in the downtown business district

Date: June 6, 2022

Lead Department: Police Department

Financial Impact: No financial impact

Recommendation:
Approve

Background:

The City established a noise ordinance in 2022 to prevent excessive noise that effects the public health and quality of life in the community. The ordinance establishes maximum permitted noise levels for specific neighborhood characteristics and allows for an increase of the decibel threshold upon request to the Chief of Police.

The Wild Cat Country Festival and Faith Fest, to be held on June 18-19, 2022, are expected to exceed the authorized decibel level for the downtown business district and is outside the threshold for the Chief of Police is authorized to approve.

Letters requesting waivers have been submitted by the organizers of both events. Event organizers are proposing that the City Council waive the decibel limits for these two events to be held in the downtown business district.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written in a cursive style.

Matt Muckler
City Administrator

Attachment

RESOLUTION NO. 2022 – _____

RESOLUTION WAIVING THE REQUIREMENTS OF CHAPTER 93 “NOISE CONTROL” FOR THE WILD CAT COUNTRY FEST AND FAITH FEST

WHEREAS, the City established a noise ordinance in 2002 to prevent excessive noise that effects the public health and quality of life within the community;

WHEREAS, Chapter 93 of the Code of Ordinances establishes maximum permitted noise levels for specific neighborhood characteristics and allows for an increase of the decibel threshold upon request to the Police Chief; and

WHEREAS, the Wild Cat Country Festival and Faith Fest, to be held on June 18 and 29, 2022, will exceed the maximum decibels the Police Chief is authorized to approve; and

WHEREAS, it's proposed the City Council consider waiving the decibel limits for these two events.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City hereby waives the noise control requirements of Chapter 93 for the Wild Cat Country Fest and Faith Fest.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Wild Cat Country Fest Foundation
Post Office Box 82
Newton, Iowa 50208

May 20, 2022

Chief Rob Burdess
Newton Police Department
101 W. 4th Street South
Newton, Iowa 50208

RE: Waiver of Noise Control Requirement for Wild Cat Country Fest

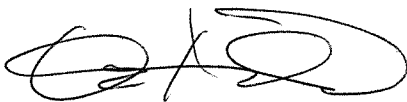
Chief Burdess,

I am writing to you on behalf of the Wild Cat Country Fest Foundation – the organization putting on the Wild Cat Country Fest on June 18th in downtown Newton. As you are aware, we will have amplified music throughout the event that begins at 2:00 p.m. and goes until 10:45 p.m. the day of the event. Additionally, there will be sound checks that will occur sporadically throughout the late morning as bands prepare for the evening performances.

We are committed to being as respectful of the surrounding businesses and residents as possible as we prepare for and put on the event. It is entirely possible that, given the nature of live music and a performance such as this, we will go beyond the noise limits cited in the City Code. Therefore, we are requesting a waiver of the Noise Control Requirement in Chapter 93 of the Newton City Code for the event.

Please let me know what you need from us as we work together to make this a great show for all involved – including the surrounding businesses and residents. Thank you so much for your time. I look forward to hearing from you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dan Nieland', with a stylized, looping flourish at the end.

Dan Nieland
Wild Cat Country Fest Foundation
515-401-7398

May 26th, 2022

Dear Rob Burdess,

I am reaching out to you on behalf of the Board of Directors of Fierce Faith Music. We are planning to host an outdoor music festival, Fierce Faith Music Fest, on June 19th, 2022, on the downtown square here in Newton. This event is scheduled to take place from 1:00-4:00 p.m.

This letter is being submitted to you to request that the City Council waive the noise control requirements in Chapter 93 of the City Code, for the event time and date listed above.

In regards to extra officers, your email was correct in stating that the Fierce Faith Music Fest will not be requesting any for our event.

Thank You for your consideration,

Nick Cummins
Board Member
Fierce Faith Music
641-840-9526

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for the Hotel Maytag Investors, LLC Property Located Within the North Central Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to the Hotel Maytag Investors, LLC Property According to the Approved Development Agreement

Financial Impact:

\$33,383 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 22-172

Date: June 6, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

In December of 2020 the City of Newton approved an 8th amendment to a Development Agreement with Hotel Maytag Investors, LLC on the property located at 105 N 2nd Ave E, within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Hotel Maytag Investors, LLC in fiscal year 21/22.

Hotel Maytag Investors, LLC has provided documentation that the first half of the 21/22 taxes have been paid to the Jasper County Treasurer in the amount of \$44,584 and is eligible for a 100% TIF property tax rebate in the amount of \$33,383.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Hotel Maytag Investors, LLC.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
HOTEL MAYTAG INVESTORS, LLC PROPERTY LOCATED WITHIN
THE NORTH CENTRAL URBAN RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the North Central Urban Renewal Area; and

WHEREAS, an eight amendment to a Development Agreement with Hotel Maytag Investors, LLC was entered into in December of 2020 on property located at 105 N 2nd Ave E within the North Central Urban Renewal Area,

WHEREAS, said Agreement states the City will provide the Developer a 100% TIF Property Tax Rebate in Fiscal Year 21-22, and

WHEREAS, the Developer has paid the first half of property taxes for the year 2021-2022 in the amount of \$44,584, and is eligible to receive a 100% TIF rebate of \$33,383;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Hotel Maytag Investors, LLC, a property tax rebate for fiscal year 2021-2022 property taxes paid to date in the amount of \$33,383 is hereby approved.

PASSED this 6th day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for the Newton Senior Residence, LLC Property Located Within the North Central Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to the Newton Senior Residence, LLC Property According to the Approved Development Agreement

Financial Impact:
\$23,193 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 22-173

Date: June 6, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

In March of 2014 the City of Newton approved a Development Agreement with Newton Senior Residence, LLC on the property located at 222 N 4th Ave W, within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Newton Senior Residence, LLC up to \$25,000 in Fiscal year 21/22.

Newton Senior Residence, LLC has provided documentation that the total amount of the North Central Urban Renewal Area property taxes owed in 2021-22 in the amount of \$23,193 have been paid to the Jasper County Treasurer and is eligible for rebate.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Newton Senior Residence, LLC.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light blue horizontal line.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
NEWTON SENIOR RESIDENCE, LLC PROPERTY LOCATED WITHIN
THE NORTH CENTRAL URBAN RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the North Central Urban Renewal Area; and

WHEREAS, a Development Agreement with Newton Senior Residence, LLC was entered into in March of 2014 on property located at 222 N 4th Ave W within the North Central Urban Renewal Area,

WHEREAS, said Agreement states the City will provide the Developer a 100% TIF Property Tax Rebate in Fiscal Year 21-22 up to \$25,000, and

WHEREAS, the Developer has paid its property taxes for the entire year 2021-2022 in the total amount of \$27,156, and is eligible to receive a 100% TIF rebate of \$23,193;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Newton Senior Residence, LLC, a property tax rebate for the entire fiscal year 2021-2022 taxes in the amount of \$23,193 is hereby approved.

PASSED this 6th day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution awarding the purchase of firefighter's protective equipment.

Summary: Resolution to purchase firefighter's protective equipment including turnout gear for firefighters.

Financial Impact: A total of \$11,530 with \$11,125 from the 2022 General Fund Budget for Other Capital Equipment and \$405 from Protective Clothing.



Report Number: 22-174

Date: June 6, 2022

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The Fire Department equips their firefighters with personal protective equipment that provides protection from structural firefighting hazards.

Project Specifications were prepared by the Fire Department and vendors came in to demonstrate the products they represented. The City of Newton received bids from our regular turnout gear vendor (regional supplier for matching gear) and made comparisons by internet search:

<u>Company</u>	<u>Quote</u>
<i>Firefighter Turnout Gear</i>	
Dinges Fire Company	\$ 2,495 per set
The Fire Store (Internet)	3,009 per set
E Darley (Internet)	2,567 per set

RECOMMENDATION

City Staff recommends Council award the purchase of firefighter's personal protective equipment to the following: Dinges Fire Company for the purchase of five (5) sets of firefighter PPE in the amount of \$ 11,530. Funds from the 2022 General Fund Budget for Capital Equipment (001 1050 67270) will be used to pay \$11,125 of the project cost and \$405 is to be paid from Protective Clothing (001 1050 61800).

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION AWARDING THE PURCHASE OF FIREFIGHTERS PROTECTIVE EQUIPMENT

WHEREAS, a firefighter's personal protective equipment is key in providing for the their safety and protection; and

WHEREAS, fire department staff have been systematically replacing this equipment over the past nine years; and

WHEREAS, specifications were prepared and bids sought from vendors; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids firefighter's personal protective equipment be accepted from Dinges Fire Company of Amboy, Illinois for the purchase of five (5) sets of firefighter PPE in the amount of \$ 11,530;

NOW, THEREFORE, BE IT RESOLVED, the total purchase of eleven thousand five hundred thirty dollars and zero cents (\$ 11,530) for the 2022 firefighter's personal protective equipment project, is hereby approved. The project cost will be paid with \$11,125 from the 2022 General Fund Budget for Other Capital Equipment (001 1050 67270) and \$405 from Protective Clothing (001 1050 68100).

PASSED this _____ day of June 2022.

APPROVED this _____ day of June 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PO #2022-109

**Dinges Fire Company**

243 E. MAIN ST.

AMBOY, IL 61310

ph: 815-857-2000

fx: (815) 857-3700

Website: www.DingesFire.com**Invoice**

Date: 05/12/2022

Invoice #: 28857

Customer ID: 11049

Due Date: 06/11/2022

BILL TO:**Newton Fire Department**

410 S. 2nd Ave. W

Newton, IA 50208

United States

SHIP TO:**Steve Ashing**

410 South 2nd Avenue West

Newton, IA 50208

United States

P.O. #

TRACKING #

TERMS

Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10536-DFC-VF-APK4-CO AT	1	[PSGQ24231] V-FORCE Bi-Swing Coat - IsoDri, Armor AP-K4 (Glide Ice AraFlo/Stedair 4000) - A- Color: Gold - C - Trim: [CT134PTY] NFPA LIME/YELLOW - D - Yoke Lettering: [LTSL3YNS] 3" LIME/YELLOW - Straight (NEWTON) - F - Name Letter Panel: [LP34 - LPV13 - LPS10 - LTSL3YNS] Hanging Letter Panel 3" LIME/YELLOW - G - Wristlet: [CLW760] 4" IsoDri Wristlet with Nomex Webbing Thumb Loop - H - Flag: [EM5] 2x3 American Flag RIGHT SLEEVE - I - Coat Closure: [SF244] 2.5" Storm Flap with Zipper In/Velcro Out [PSGQ24231] ----- - Quantity: 1 - Chest: 48 - Sleeve: R - Gender: Male - Coat/Body Length: 32 - Unique Name: WELLIK - Inside Label Name: WELLIK, JARROD	1,550.00	\$1,550.00
10536-V-Force-Pant	1	LION VForce Pant - Lion Reference #: Reference # (NG1Q2216) LION ----- - Quantity: 1 - Waist: 42 - Inseam: L - Gender: Male - Suspender: 48" - Inside Label Name: WELLIK, JARROD	1,100.00	\$1,100.00

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$2,650.00
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$2,650.00
Amount Paid	\$0.00
TOTAL DUE	\$2,650.00

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE
INVOICE #
CUSTOMER ID

28857
11049

AMOUNT ENCLOSED

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 05/19/2022
Invoice #: 29076
Customer ID: 11049
Due Date: 06/18/2022

BILL TO:

Newton Fire Department
410 S. 2nd Ave. W
Newton, IA 50208
United States

SHIP TO:

Steve Ashing
410 South 2nd Avenue West
Newton, IA 50208
United States

P.O. #**TRACKING #****TERMS**

Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10536-DFC-VF-APK4-SET	4	[PSGQ24231] V-FORCE Bi-Swing Coat and Pant - IsoDri, Armor AP-K4 (Glide Ice AraFlo/Stedair 4000) - A- Color: Gold - C - Trim: [CT134PTY + PTC4PT3Y] NFPA LIME/YELLOW - D - Yoke Lettering: [LTSL3YNS] 3" LIME/YELLOW - Straight (NEWTON) - F - Name Letter Panel: [LP34 - LPV13 - LPS10 - LTSL3YNS] Hanging Letter Panel 3" LIME/YELLOW - G - Wristlet: [CLW760] 4" IsoDri Wristlet with Nomex Webbing Thumb Loop - H - Flag: [EMS] 2x3 American Flag RIGHT SLEEVE - I - Coat Closure: [SF244] 2.5" Storm Flap with Zipper In/Velcro Out - J - Waist Option: [BHS013 + BL007] 2" Kevlar Belt and 3 Belt Loops [PSGQ24231] ----- - Quantity: 1 - Chest: 40 - Sleeve: R - Gender: Male - Coat/Body Length: 32 - Waist: 36 - Inseam: L - Suspender: 48" - Unique Name: THACKER - Inside Label Name: THACKER, MATTHEW ----- - Quantity: 1 - Chest: 36 - Sleeve: R - Gender: Male - Coat/Body Length: 32 - Waist: 34 - Inseam: L - Suspender: 48" - Unique Name: SMITH - Inside Label Name: SMITH, KYLE ----- - Quantity: 1	2,495.00	\$9,980.00

		- Chest: 38 - Sleeve: L - Gender: Male - Coat/Body Length: 33.5 - Waist: 36 - Inseam: XL - Suspender: 48" - Unique Name: BROWNING - Inside Label Name: BROWNING, MIKE ----- - Quantity: 1 - Chest: 40 - Sleeve: R - Gender: Male - Coat/Body Length: 32 - Waist: 36 - Inseam: L - Suspender: 48" - Unique Name: NORRISH - Inside Label Name: NORRISH, RICK		
--	--	---	--	--

Other Comments or Special Instructions
1. Total payment due within 30 days 2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge 3. Please include the invoice number on your check. 4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: https://www.dingesfire.com/returns/

SUBTOTAL	\$9,980.00
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$9,980.00
Amount Paid	\$0.00
TOTAL DUE	\$9,980.00

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE
INVOICE #
CUSTOMER ID

AMOUNT ENCLOSED

29076
11049

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2022-2

Report Number: 22-175

Date:

June 6, 2022

Summary:

An agreement with Windstream Iowa Communications, LLC to utilize public right-of-way for installing a fiber optic communications network.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

\$921.60 agreement fee to be paid to the City by Windstream Iowa Communications, LLC.

Background:

Windstream Iowa Communications, LLC of Little Rock, Arkansas is proposing an extension of their fiber optic network in Newton. This extension covers a large portion of Newton and is shown on the route attachment.

The proposed underground portion of the route includes 15,360 lineal feet of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in City of Newton right-of-way is \$921.60.

The Public Works Department has reviewed the route of the proposed improvements, and will be working with Windstream and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department.

Recommendation:

Approval of the telecommunications licensing agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

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

Matt Muckler

City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH WINDSTREAM IOWA COMMUNICATIONS, LLC – 2022-2**

WHEREAS, Windstream Iowa Communications, LLC of Little Rock, Arkansas is proposing an extension of their fiber optic network in Newton; and

WHEREAS, this extension covers a large portion of Newton and is shown on the route attachment; and

WHEREAS, the proposed underground portion of the route includes 15,360 LF of improvements in the City of Newton right-of-way; and

WHEREAS, the City of Newton has prepared a licensing agreement for the construction and maintenance of said telecommunications system based on that portion of said telecommunications system inside the City right-of-way; and

WHEREAS, based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022; the licensing fee for the portion of this line in City of Newton right-of-way is \$921.60.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

A LICENSE TO UTILIZE PUBLIC RIGHT-OF-WAYS FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A FIBER OPTIC NETWORK

SECTION 1. DEFINITIONS

- a. "City" shall mean the City of Newton, Iowa and, where appropriate, shall include its officers, employees and agents.
- b. "Public Improvements" shall mean any improvements as defined in Code of Iowa Section 384.95, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto, and in addition public utilities, on Public Property.
- c. "Public Property" shall mean City-owned or controlled public rights-of-way, easements, bridges, squares or commons.
- d. "Licensee" shall mean Windstream Iowa Communications, LLC and shall include all equipment owned, operated, leased or subleased in connection with the operation of the network, and shall include but not be limited to poles, overhead or underground wires, pipes, overhead or underground cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures or appurtenances.

SECTION 2. BASIC GRANT

Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace and retain a communications system in, under, upon, along and across the Public Property shown and identified in Exhibit A hereto, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.

SECTION 3. TERM OF LICENSE

This License shall consist of two separate duration periods, a construction period and a maintenance period. Both periods commence on the execution of the license by both parties.

Construction – Licensee shall have a period of 18 months to put into place the utilities, which Licensee has provided the details on pursuant to other sections of this License.

Maintenance - Licensee shall have the right under this License, after providing proper notice to the City, to maintain/repair its existing utilities. The expansion of (either in geography or in size/capacity) or upgrading of the utility is not considered maintenance/repair.

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$921.60 (Nine Hundred and Twenty-one dollars and Sixty cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring

compensation from telecommunications providers on a competitively neutral and nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$921.60, the City shall refund the excess of \$921.60 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

SECTION 5. PERMIT PROCESS FOR INSTALLATION, REPAIR, EXTENSION OR EXPANSION OF THE NETWORK

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system in the City, the Licensee shall file with the Public Works Department of the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The statement shall be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys. If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any public improvements or any existing public utility system component, or other structure upon or under public property, the Public Works Director shall within 30 days after the filing of such plan, map or specifications, note the changes necessary, eliminate all interference with a public improvement or existing public utility system facility and refer the same back to the Licensee for amendment. Such map, plan or specifications, when properly changed and corrected, shall be filed in the Public Works Department, and after the approval of the same by the Public Works Director, a permit shall be issued authorizing the Licensee to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erection shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in the Newton City Code, and all work shall be in accordance with the approved maps, plans or specifications.

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in public property at any time or for any purpose by the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). All pavement taken up or damaged or other disturbed areas shall be properly and speedily replaced in accordance with the City's Regulations. As a condition to use of Public Property, the Licensee shall at its own expense repair any private property, utility system component, public improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If the Licensee fails to repair or arrange with the City for the proper repair of any Public Property after excavations have been made, and after seven days' notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee.

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles, wires, or other excavations. The Licensee shall obtain a permit pursuant to City Ordinances and Regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the Public Works Director with notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in accordance with the existing City Ordinance in performing such work. In emergencies which require immediate excavation the Licensee may proceed with the work without first applying for the permit, provided, however, that the Licensee shall apply for and obtain the permit as soon as possible after commencing such emergency work.

If the Licensee fails to comply with the provisions of the City Code the City may repair or restore the public property to a condition as good as the condition of the property prior to the disturbance by the Licensee and the Licensee shall pay the costs of such repair or restoration. The Licensee shall pay to the City its costs and charges for such work within thirty days after receipt of the City's billing.

SECTION 8. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any public property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties. Nothing in this License shall be construed as to relieve any other person or corporation from liability for damage to the Licensee's facilities.

SECTION 9. LICENSEE CONTRACTORS

The requirements of the License shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 10. CONDITIONS OF STREET OCCUPANCY

This fiber optic cable systems and other components of the facilities erected by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon public property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin public property.

The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the Public Works Director.

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the

City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

The Licensee shall not place its facilities in the public property where the same will interfere with the normal use or maintenance of any public improvement including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public utility facility.

Upon request, the Licensee agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner, but not more than forty-eight hours after the time of request. As a condition of this License the Licensee shall enroll as a member of the 'Iowa One-Call System' and shall respond to all requests and notifications placed to the toll free 'One-Call' number.

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation.

SECTION 11. POWERS OF CITY

Nothing in this License shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 12. PLANS AND COORDINATION

Upon completion of the work the Licensee shall promptly furnish to the City copies of 'as-built' plans related to its facilities located on Public Property.

The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this License.

SECTION 13. VIOLATIONS OF LICENSE

Upon evidence being received by the City that a violation or breach of this License or violation of codes or ordinances lawfully regulating the Licensee in the operation of its facilities, or in the use of public property therefore is occurring or has occurred, (hereinafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred the City may take appropriate steps to secure compliance with the terms of this License or the codes or ordinances.

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall

proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

If the Licensee fails to cure a default within the time allowed the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself, or through a contractor, and charge the costs of such work to the Licensee; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii) and (iii).

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be set by the City. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

SECTION 15. SEVERABILITY

In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this License or their validity or legality, and this License in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this License.

SECTION 16. ASSIGNMENT

Neither party shall assign or otherwise transfer this License or any of its rights and interest to any firm, corporation or individual without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this License, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party, or any lease, sublease, indefensible right of use, or sale or transfer of, conduit, fiber or similar facilities with Licensee's telecommunication system to any third party users of such facilities.

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City:

Public Works Director
403 W 4th St N, Suite 501
Newton, Iowa 50208

If to Licensee:

Windstream Iowa Communications, LLC
4001 N Rodney Parham Rd.
Little Rock, AR 72212

Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on the date of mailing in done by certified mail, or otherwise on the date actual notice is received.

SECTION 19. TELECOMMUNICATIONS ACT

This License is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934 as amended, the Telecommunications Act of 1996 as amended and the Rules and Regulations of the FCC. Neither City nor Licensee waive any rights they may have under any such laws, rules or regulations.

This LICENSE is entered into as of the _____ day of _____, 20__.

LICENSEE

CITY OF NEWTON

By: _____

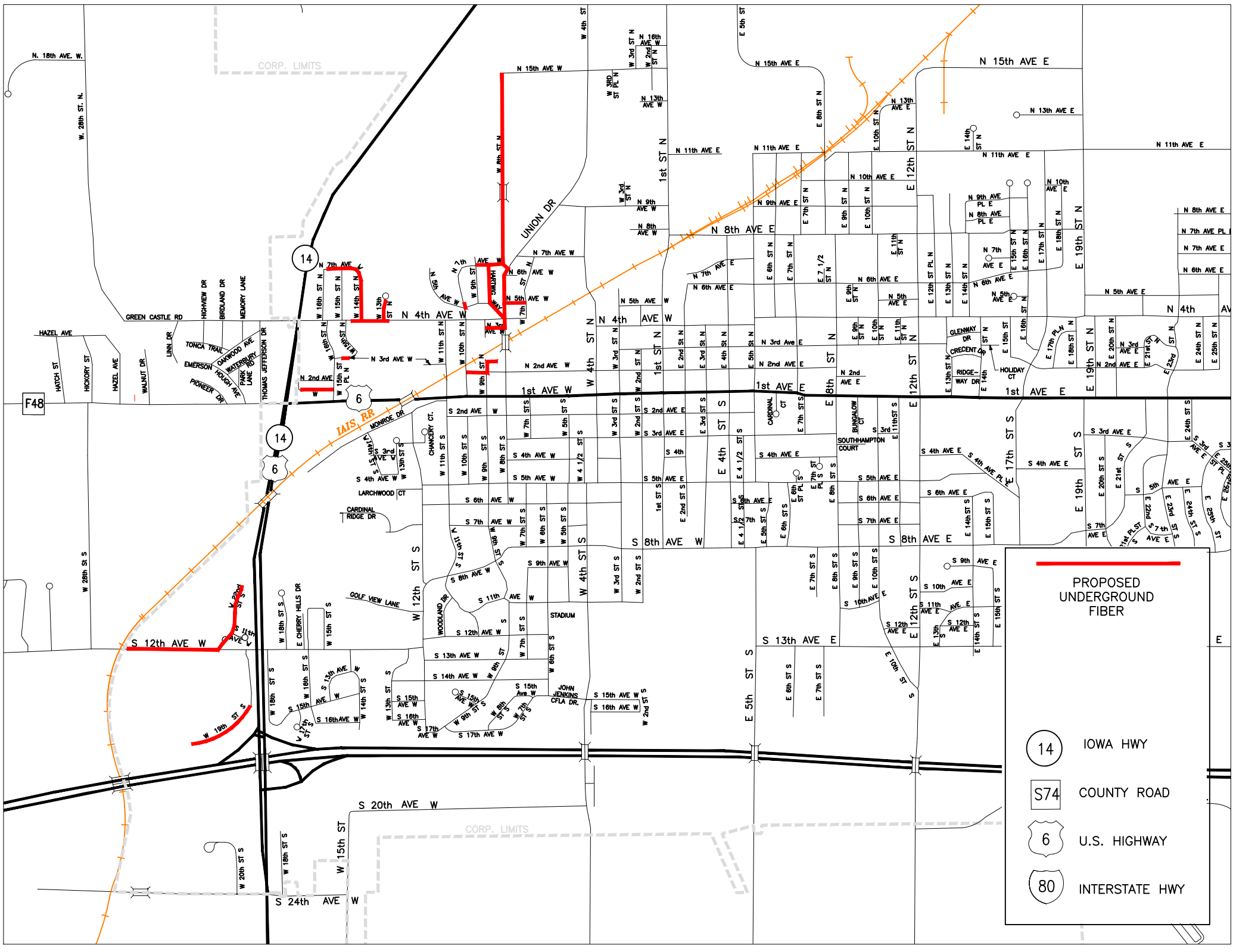
By: _____

Michael L. Hansen, Mayor

Title: _____

Attest: _____

City Clerk



PROPOSED
UNDERGROUND
FIBER

-  IOWA HWY
-  COUNTY ROAD
-  U.S. HIGHWAY
-  INTERSTATE HWY

City of Newton Council Report



Item: Resolution approving the purchase of portable litter fence for the Newton Sanitary Landfill.

Summary: Purchase portable litter fence at the Landfill.

Financial Impact: Total cost of \$19,250.00 paid from the Landfill fund.

Report Number: 22-176

Date: June 6, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

Landfills are required to control litter at and around the active fill area daily. The landfill has part time staff to collect litter each day. When litter is blown from the active fill area, it is dispersed over a large area making it very difficult to keep up with litter collection. If the litter becomes airborne, it can be carried over the perimeter landfill fence. The Iowa Department of Natural Resources (DNR) has noted on several inspections that litter is getting away from the active fill area.

The active fill area of the landfill is constantly moving and winds are not always from the same direction. The portable litter fence is an appropriate tool to catch a large portion of wind-blown debris at the active area of the landfill. The portable litter fence can be moved to accommodate where the trucks are dumping to accommodate the wind direction. Having portable litter fences at the active fill area reduces the time spent collecting litter, meeting IDNR's requirements, and reducing the amount of litter leaving the landfill.

The purchase of portable litter fencing was discussed at the Landfill Budget Workshop meeting on February 8th, 2022. Landfill 28-E members were in favor of purchasing the portable litter fence. Staff prepared specifications for 80 lineal feet of 12-foot-high portable litter fence and the following quotes were received:

<u>Company</u>	<u>Quote</u>
Coastal Netting Systems, Bakersfield, California	\$19,250.00

The quote from Coastal Netting System is for two 40-foot sections of fence that can be linked together and pivoted to maximize catching windblown litter. The Landfill fund has available funds to pay for the portable litter fence.

Recommendations:

Approval of purchasing portable litter fence from Coastal Netting Systems of Bakersfield, California for the quoted amount of \$19,250.00.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING PURCHASE OF PORTABLE LITTER
FENCE FOR THE NEWTON SANITARY LANDFILL**

WHEREAS, it was determined that portable litter fence was needed for the Newton Sanitary Landfill; and

WHEREAS, the purchase of portable litter fence would be consistent with keeping the landfill in compliance with the landfill permit issued by the Iowa Department of Natural Resources; and

WHEREAS, city staff prepared specifications and sought quotes for portable litter fence; and

WHEREAS, based on the desired specifications for 80 feet of 12-foot-high portable litter fence, the low quote was received from Coastal Netting Systems of Bakersfield, California for \$19,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase the portable litter fence from Coastal Netting Systems of Bakersfield, California for \$19,250.00. The portable litter fencing will be paid utilizing available funds from the Landfill fund.

PASSED this _____ day of June 2022.

APPROVED this _____ day of June 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the purchase of a replacement GPS unit for the Newton Sanitary Landfill Trash Compactor.

Summary: Purchase GPS unit at the Landfill to increase efficiency of operations.

Financial Impact: \$36,744.00 paid from the Landfill fund.



Report Number: 22-177

Date: June 6, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

Using GPS on equipment at the landfill extends the landfill cell life and reduces equipment operating costs. The GPS unit is mounted in the cab of the equipment and provides the operator accurate waste boundaries, in addition to accurate compaction rates.

The landfill trash compactor had a GPS unit installed on it in 2017. The GPS unit has increased efficiencies, better utilizing the airspace for solid waste and reduced surveying needs. A GPS replacement unit is needed on the landfill trash compactor. The compactor GPS unit and associated software was purchased from Carlson RDO Integrated Controls of Bloomington, Minnesota for \$60,380 based on specifications. This unit is outdated and has failed due to age and the inability to provide software updates. The inability to complete software updates is essentially rendering the unit inoperable. To be compatible, with the other GPS units on the other landfill equipment, the compactor GPS unit will need to be purchased from RDO Integrated Controls.

The replacement purchase of a GPS system was discussed at the Landfill Budget Workshop meeting on February 8, 2022 and the Landfill 28-E members present were in favor of purchasing the GPS system. The 2022-2023 Landfill Equipment budget included the purchase of replacement GPS equipment.

Recommendations:

Approve purchasing a replacement GPS system from Carlson RDO Integrated Controls of Bloomington, Minnesota for the quoted amount of \$36,744.00.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING PURCHASE OF A REPLACEMENT GPS
UNIT FOR THE NEWTON SANITARY LANDFILL TRASH COMPACTOR**

WHEREAS, Using GPS on equipment at the landfill extends the landfill cell life and reduces equipment operating costs; and

WHEREAS, in 2017 a GPS system was purchased for the landfill trash compactor from Carlson RDO Integrated Controls of Bloomington, Minnesota based on desired specifications and bid price; and

WHEREAS, a replacement GPS unit is needed for the landfill trash compactor as this unit failed and the replacement unit needs to be compatible with the existing Carlson RDO Integrated Controls; and

WHEREAS, Carlson RDO Integrated Controls of Bloomington, Minnesota has presented a price of \$36,744.00 for a GPS replacement unit for the landfill trash compactor; 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 the replacement GPS unit from Carlson RDO Integrated Controls of Bloomington, Minnesota for \$36,744.00. The GPS system will be paid utilizing available funds from the Landfill Enterprise Fund.

PASSED this _____day of June 2022.

APPROVED this_____ day of June 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution to promote housing in Newton using radio and digital video placement in a strategic advertising campaign.

Report Number: 22-178

Date:

June 6, 2022

Summary:

The City of Newton and Liebl Marketing group have put together a strategy to promote housing in Newton through radio and digital video placement.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$9,800 in budgeted marketing expenses

Background:

In May 2018, the City of Newton retained the services of Liebl Marketing Group (LMG). Staff and LMG are proposing a strategy to promote housing in Newton through radio and digital video placement in Newton. The campaign runs through the end of the month. Video creative and radio ads would be used for digital display creative that will link the micro-site callnewtonhome.com.

Recommendation:

Staff recommends approval of the advertising campaign.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

**RESOLUTION TO PROMOTE HOUSING IN NEWTON USING RADIO
AND DIGITAL VIDEO PLACEMENT IN A STRATEGIC ADVERTISING
CAMPAIGN.**

WHEREAS, the City’s Comprehensive Plan calls for the City to create a unique identity and build a new community brand; and

WHEREAS, the City’s Comprehensive Plan calls for the City to build the “Newton Brand” through coordinated public and private marketing efforts, and

WHEREAS, on February 17, 2014, Newton City Council adopted “Get to Know Newton” as the official City of Newton brand, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, Liebl Marketing Group is a full-service marketing and media agency in serving the needs of middle-marketing businesses in all aspects of marketing, branding, and advertising needs,

WHEREAS, the Community Marketing Manager works closely with Liebl Marketing Group for media buying, radio commercial production, video production, and strategic advertising ideation,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes City Staff to spend \$9,800 in budgeted marketing expenses to promote housing in Newton through radio and video.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution for a video project to create new video and image assets of city-owned parks, their amenities and recreation opportunities.

Report Number: 22-179

Date:

June 6, 2022

Summary:

The City of Newton and Liebl Marketing Group have put together a strategy to create new video and digital image assets, including several video deliverables which showcase the city-owned parks and amenities, as well as their recreation opportunities. These assets can, and will be used, over the next several years.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$16,850 in budgeted marketing expenses

Background:

In May 2018, the City of Newton retained the services of Liebl Marketing Group (LMG). Staff has been working with LMG to capture new / additional video assets for City of Newton, focusing on the great park system that we have in Newton. Capturing these assets and creating new deliverables which showcase city-owned parks and amenities, as well as recreational opportunities, this spring and summer will help the City promote our community to those who live and work here but also to visitors and potential new residents.

This project includes three-days of filming to create long form and short-form videos of the City's parks, their amenities and the recreation opportunities available. Drone footage will also be collected. The total financial impact includes the deliverables (videos and still images), filming and hiring of extras, which will allow us to create specific scenes that showcase the parks and their uses.

Recommendation:

Staff recommends approval of the video project.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

**RESOLUTION FOR A VIDEO PROJECT TO CREATE NEW VIDEO AND
IMAGE ASSETS OF CITY-OWNED PARKS, THEIR AMENITIES AND
RECREATION OPPORTUNITIES.**

WHEREAS, the City’s Comprehensive Plan calls for the City to create a unique identity and build a new community brand; and

WHEREAS, the City’s Comprehensive Plan calls for the City to build the “Newton Brand” through coordinated public and private marketing efforts, and

WHEREAS, on February 17, 2014, Newton City Council adopted “Get to Know Newton” as the official City of Newton brand, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, Liebl Marketing Group is a full-service marketing and media agency in serving the needs of middle-marketing businesses in all aspects of marketing, branding, and advertising needs,

WHEREAS, the Community Marketing Manager works closely with Liebl Marketing Group for media buying, radio commercial production, video production, and strategic advertising ideation,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes City Staff to spend \$16,850 in budgeted marketing expenses to capture and create new video and digital assets of the City’s parks, amenities and recreation opportunities that can be used for several years.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 6-7-22

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 210.90
Acushnet Company	Golf	Merchandise	\$ 2,171.35
AESSEAL Midwest Inc	Water Pollution Control	Supplies	\$ 3,562.54
Airgas USA LLC	Fire	Supplies	\$ 127.13
Alliant Energy/IPL	All	Utilities	\$ 7,233.57
Amazon Capital Services	All	Supplies	\$ 2,155.13
Arrowhead Contracting Inc	N Central TIF RESO-2021-236	Service	\$ 247,917.14
Baker & Taylor	Library	Books	\$ 1,666.51
Baker & Taylor Entertainment	Library	DVDs	\$ 104.23
Beck's	Community Beautification	Supplies	\$ 508.00
Bituminous Materials & Supply	Street	Supplies	\$ 950.26
Black Clover Enterprises LLC	Golf	Merchandise	\$ 21.95
Black Hills Energy	Water Pollution Control	Utilities	\$ 1,988.38
Blackstone Publishing	Library	Books	\$ 19.99
Bob's Septic	Golf	Service	\$ 534.00
Bound Tree Medical LLC	Fire	Supplies	\$ 478.66
Breman and Sons Tree Service	Community Beautification	Service	\$ 3,260.00
Brown Investigations & Engineering Cons	Street	Service	\$ 4,470.00
Cablecast Community Media	Executive	Service	\$ 1,100.00
Caldwell Brierly & Chalupa PLLC	D&D Program	Service	\$ 4,171.46
Callaway Golf	Golf	Merchandise	\$ 93.12
Capital One	All	Supplies	\$ 575.35
Cappy's Tire & Auto Service	All	Service	\$ 87.53
Carl's Window Service	Library	Service	\$ 90.00
CDW Government Inc	Administration	Service	\$ 2,400.00
Central Iowa Sales Inc	Fire	Supplies	\$ 187.50
Central Iowa Tourism	Community Marketing	Service	\$ 675.00
Central Pump and Motor LLC	Water Pollution Control	Supplies	\$ 1,650.00
Chemsearch	Parks	Supplies	\$ 576.95
Cintas	All	Supplies	\$ 1,223.19
Cleveland Golf/Srixon	Golf	Merchandise	\$ 168.50
Continental Research	City Garage	Supplies	\$ 252.75
Controlled Access of the Midwest LLC	Airport	Service	\$ 524.80
Cooper, Tanner	Fire	Reimbursement	\$ 33.50
Coxes Greenhouse	Parks	Supplies	\$ 701.51
Dannen, Shannon	D&D Program	Service	\$ 814.00
Davis, Katrina	Administration	Reimbursement	\$ 124.14
Diamond Vogel Inc	Maytag Pool	Supplies	\$ 57.91
Digium Cloud Services LLC	All	Service	\$ 406.00
DMACC - Ankeny Campus	All	Service	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 61,302.30
Dotson, Damon	Hotel/Motel Tax RESO-2022-055	Service	\$ 3,200.00
Earl May Nursery & Garden	Parks	Supplies	\$ 330.00
Evident Inc	Police	Supplies	\$ 15.00
Fastenal	Water Pollution Control	Supplies	\$ 14.50
FBG Service Corporation	Library	Supplies	\$ 1,768.38
Fire Service Training Bureau	Fire	Service	\$ 100.00
Forbes Office Solutions	All	Supplies	\$ 5,655.55
FOX Strand	Water Pollution Control	Service	\$ 2,610.00
Galls LLC	Police	Supplies	\$ 787.17
Gregg Young Auto Center	Fire/Police	Service	\$ 2,972.32
Henderson Products Inc	Storm Water/Street RESO 2021-288	Equipment	\$ 30,932.00
Hewitt Service Center	Landfill/WPC	Supplies	\$ 7,795.00

Homeguard Security Alarm	Cemetery	Service	\$ 260.00
Hy-Vee Inc	All	Supplies	\$ 302.63
IEMSA	Fire	Membership	\$ 30.00
Image Trend Inc	Fire	Service	\$ 1,016.00
IMFOA Certification Review Committee	Executive	Certification	\$ 50.00
IMWCA	All	Service	\$ 5,098.93
Ingram Library Services	Library	Books	\$ 88.41
In-Roads LLC	RUT 2021 Revenue Bonds	Service	\$ 2,774.77
International Institute of Muni Clerks	Executive	Membership	\$ 175.00
Iowa Concrete Paving Association	Street	Training	\$ 320.00
Iowa Dept of Natural Resources	North Central TIF	Service	\$ 1,539.70
Iowa DNR Land Quality Bureau	Landfill	Dues	\$ 48.00
Iowa Economic Dev Authority Foundation	Community Marketing	Service	\$ 2,500.00
Iowa Law Enforcement Academy	Police	Training	\$ 80.00
Iowa One Call	Engineering/WPC	Service	\$ 424.00
Iowa Pump Works	Water Pollution Control	Service	\$ 11,592.75
Iowa State University Registration	All	Training	\$ 749.00
Iowa Total Care	Fire	Reimbursement	\$ 128.36
Isolved Benefit Services	Finance	Service	\$ 186.14
Jasper County Abstract	D&D Program	Service	\$ 1,125.00
JETCO Inc	Landfill/WPC	Service	\$ 547.50
Johnson Aviation	Airport	Service	\$ 3,075.60
Keltek Incorporated	Fire	Service	\$ 77.63
Key Cooperative	Airport	Fuel	\$ 205.00
Keystone Labs	Water Pollution Control	Service	\$ 4,871.39
Kinetic Edge Physical Therapy	City Garage/Parks/Street	Service	\$ 188.00
Lamb, Mandi	Police	Reimbursement	\$ 93.83
Lessin Supply Co	Water Pollution Control	Supplies	\$ 329.95
Liberty Tire Services LLC	Landfill	Service	\$ 135.00
Library Supply Solutions	Library	Supplies	\$ 476.00
Liebl Marketing Group	Community Marketing	Service	\$ 17,655.00
Lyman, Rick	D&D Program	Service	\$ 870.00
Mahaska Bottling Co	Golf/Maytag Pool	Concessions	\$ 2,524.91
Manatts - D.M.	Storm Water/Street	Supplies	\$ 4,260.40
Martin Marietta Materials	Street	Supplies	\$ 2,670.70
Maxim Advertising	All	Clothing	\$ 1,419.90
McCall Monument	Cemetery	Supplies	\$ 750.00
Mediacom	Golf	Utilities	\$ 198.80
Menards-Altoona	Parks/Tort Liability	Supplies	\$ 5,637.92
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 484.75
MG Laundry Corporation	City Center/Fire	Service	\$ 204.50
Mid Country Machinery	Landfill	Supplies	\$ 4,317.45
Midwest Inflatables	Hotel/Motel Tax RESO 2022-038	Service	\$ 6,000.00
Midwest Lawn Services	City Center/Library	Service	\$ 1,375.00
Miller, John	Water Pollution Control	Reimb	\$ 79.99
Mobotrex	Traffic Control	Service	\$ 379.21
MTI Distributing Inc	Golf/Parks	Supplies	\$ 741.13
Municipal Supply Inc	Golf	Supplies	\$ 25.75
Murphy Tractor & Equipment	Landfill	Service	\$ 364.55
NAPA Auto Parts	All	Supplies	\$ 1,358.20
Newman Signs	Street	Supplies	\$ 2,837.57
News Printing Company	All	Supplies	\$ 5,012.85
Newton Apparel	Fire	Service	\$ 60.00
Newton Community School	Police	Supplies	\$ 161.95
Norrish, Rick	Fire	Reimbursement	\$ 88.63
OCLC Inc	Library	Technology	\$ 7,975.32
Office Depot	Parks	Supplies	\$ 67.56

O'Halloran International	City Garage	Supplies	\$ 126.18
O'Reilly Auto Parts	Parks	Supplies	\$ 89.26
Penworthy Company	Library	Books	\$ 271.47
PGA of America	Golf	Membership	\$ 376.75
Pitney Bowes	All	Service	\$ 173.82
PJ's Deli	Police	Service	\$ 199.60
Portner, Brad	Parks	Service	\$ 309.00
Preferred Pest Control Inc	Fire/Library	Service	\$ 691.44
Premier Office Equipment	Police	Service	\$ 229.36
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	All	Supplies	\$ 332.92
R J Thomas Mfg Co Inc	Parks	Supplies	\$ 1,716.00
R&R Products Inc	Golf	Supplies	\$ 201.25
RACOM Corporation	Disaster Services/Fire	Supplies	\$ 325.00
Realm	Parks	Supplies	\$ 146.25
Regal Clean LLC	City Center	Service	\$ 5,922.35
Roney, Travis	Fire	Reimbursement	\$ 307.00
Security Equipment Inc	Library	Service	\$ 372.00
Sign Pro	Landfill/Library/Parks	Service	\$ 566.75
SirsiDynix	Library	Technology	\$ 40,771.67
Spahn & Rose Lumber Co	Storm Water	Supplies	\$ 47.18
Springer Professional Home Services	Golf/Maytag Pool	Service	\$ 184.80
Sterling Fire & Safety Inc	Airport	Service	\$ 105.00
Street Brothers Lawn Care LLC	D&D Program/Parks	Service	\$ 1,325.00
Studio Melee	Library	Consulting	\$ 2,900.00
Telrepco	Police	Equipment	\$ 13,225.00
Terminal Supply Company	City Garage	Supplies	\$ 95.76
Terracon Consultants Inc	N Central TIF RESO 2021-213	Service	\$ 4,066.04
Terry, Nicole	Library	Reimbursement	\$ 73.24
Theisen's	All	Supplies	\$ 3,342.41
Theisen's Grinnell	Parks	Supplies	\$ 599.99
Theisen's Marshalltown	Street/WPC	Clothing	\$ 751.34
TK Elevator	City Center	Service	\$ 198.65
Tour edge	Golf	Merchandise	\$ 318.42
Town & Country Wholesale Co	Golf	Concessions	\$ 966.95
Truck Equipment	Parks	Supplies	\$ 337.99
True Value Hardware	All	Supplies	\$ 1,357.27
Two Rivers Cooperative	Airport/Golf	Fuel	\$ 4,324.46
UMR	Fire	Reimbursement	\$ 651.81
Unified Contracting Services Inc	Airport	Service	\$ 898.60
UnityPoint Clinic-Occupational	City Garage/Street	Service	\$ 84.00
Utility Equipment Co	Storm Water/WPC	Supplies	\$ 3,027.82
Van Maanen Electric Inc	Street Lighting	Service	\$ 7,932.00
Van Wall Equipment	All	Supplies	\$ 445.66
Ver Steegt, Eric	Hotel/Motel Tax RESO 2022-162	Service	\$ 650.00
Volk, Ryan	Fire	Reimbursement	\$ 51.04
Walker,Zach	Police	Reimbursement	\$ 259.33
Warnick & Reeves Mechanical	City Center/Library	Service	\$ 2,085.67
Water Department	All	Utilities	\$ 1,277.13
Wellik, Jarrod	Fire	Reimbursement	\$ 361.32
Windstream	City Center	Utilities	\$ 38.00
Ziegler Inc	Cemetery	Service	\$ 228.52
Zimco Supply Company	Golf	Supplies	\$ 3,620.89
Zimmer & Francescon	Water Pollution Control	Supplies	\$ 856.85
Total			\$ 630,997.76

Pre-Authorized Payments

AT&T Mobility	Landfill	Utilities	\$ 110.06
Beverage Distributors of Iowa	Golf	Concessions	\$ 584.16
Black Hills Energy	All	Utilities	\$ 3,184.36
Caldwell Brierly & Chalupa Trust	D & D - RESO 2022-033	Service	\$ 5,319.00
Dish Network	Airport	Utilities	\$ 142.07
Doll Distributing	Golf	Concessions	\$ 1,984.13
Iowa Beverage Systems	Golf	Concessions	\$ 1,160.40
Johnson Brothers of Iowa	Golf	Concessions	\$ 959.10
Mediacom	Administration	Utilities	\$ 306.90
Newton City Band	Parks	Service	\$ 600.00
Newton Housing Development Corp	1st Ave E TIF - RESO 2022-128	Land Purchase	\$ 90,000.00
United States Cellular	All	Utilities	\$ 277.25
Verizon Wirelesss	Police/Disaster Services	Utilities	\$ 50.03
Windstream	All	Utilities	\$ 1,186.40

Total **\$ 105,863.86**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 15,370.00
Bank Iowa	All	Insurance	\$ 5,220.00
Great Southern Bank	All	Insurance	\$ 290.00
Kabel	All	Insurance	\$ 50.00
Payroll 4-30-22	All	Payroll	\$ 421,743.61
Payroll 5-13-22	All	Payroll	\$ 425,320.79
Payroll 5-31-22	All	Payroll	\$ 428,861.01
Met Life Dental	All	Insurance	\$ 10,062.10
Mutual of Omaha	All	Insurance	\$ 4,199.09
State of Iowa	General	Sales Tax	\$ 5,173.00
Wellmark BC/BS	All	Insurance	\$ 167,572.91

Total: **\$ 1,483,862.51**

City of Newton Council Report

**Item:**

Resolution awarding contract for the Union Dr. Reconstruction Project.

Report Number: 22-180

Date:

June 6, 2022

Summary:

Award contract to Reilly Construction Co., Inc. for the Union Dr. Reconstruction Project.

Lead Department:

Public Works

Financial Impact:

Federal Aid Funds \$2,800,000, Waterworks funds \$197,050, WPC funds \$51,680, Reallocated Bonds from Fairmeadows N TIF: \$950,000 Road use Tax Funds: \$211,205

Recommendation:

Approve

Background:

For several years, the reconstruction of Union Dr. between N 4th Ave W and N 19th Ave W has been included in the City of Newton Capital Improvement Plan (CIP) and programmed in the City's federal aid route projects list by the Central Iowa Transportation Planning Association (CIRPTA).

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. A complete reconstruction of this road is long overdue.

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. This agreement would allow the City to use \$2,800,000 of available federal funds to pay for a portion of this City project.

The City prepared and submitted plans to the Iowa Department of Transportation (DOT). Iowa DOT placed the project out to bid and on May 17, 2022 received the lowest, responsible bid from Reilly Construction Co., Inc., Ossian, IA in the amount of \$4,209,934.58.

City staff has prepared five potential options for City Council to consider regarding this matter and is recommending Option #5, which is to accept the low bid and reallocate \$950,000 of 2022A bonds towards this project.

Contractor

Reilly Construction Co., Inc., Ossian, IA
Absolute Concrete Const., Inc., Slater, IA
Hawkeye Paving Corp., Davenport, IA

Bid Amount

\$4,209,934.58
\$4,250,775.70
\$5,216,546.33

The Engineer's estimate for construction costs was \$3,399,391.20.

Decision Options: In terms of the decision making process, City staff is providing five different options from which the council could choose. The attached resolution aligns with the City staff recommendation, Option #5.

Should Council decide to move forward with an option other than the City staff recommendation, then action should be postponed to a subsequent special meeting no later than June 10, 2022, as the IDOT deadline for awarding bids is June 15, 2022.

Option #1: Reject all bids. Ask DOT to rebid.

This project is tied to the Iowa Department of Transportation bidding process, and thus future bidding will be tied to the Iowa DOT schedule, not the City of Newton's. This option delays not only the Union Drive Reconstruction Project, but causes a snowball effect of delays for other planned projects.

While delays are undesirable, the largest risk associated with this option is the potential for even higher bids on the project as material, fuel, and labor costs are not expected to come down in the near future. There is also the potential to frustrate bidders who invest considerable amounts of time and energy on these bid documents.

Option #2: Reject all bids and do nothing. Wait to see what economy does.

Similar to Option #1, this bid simply waits for a longer period of time in the future. In the meantime, Union Drive continues to worsen and the road is already beyond repair/patching.

Risks associated with this option include (1) cost increases may continue and bids in future years could be even greater and (2) Not reconstructing the road could have a continued negative impact on community image to both residents and visitors.

Option #3: Accept low bid. Use ARPA funds designated to Phase 2 of Arbor Estates in the amount of \$1,150,000.

This option accomplishes the Union Drive Reconstruction project without immediately impacting the general fund budget. That said, this option delays continued housing development construction.

If selected, funding sources would be as follows:

Funding Sources: State: \$2,800,000 Water: \$197,050 WPC: \$51,680 ARPA Funds from Arbor Estates Phase 2: \$1,150,000, RUT \$11,204.

Housing has been the center of the of the City's economic development strategy since 2014. Because of efforts in this area, Newton experienced population growth (per the 2020 census) and presently has the highest population recorded in our history. If the City uses the ARPA funds designated to Phase 2 or Arbor Estates, it will be very difficult in the future to construct Phase 2 without adding to the City's debt service levy.

Risks associated with this option include (1) potentially slowing economic & population growth, (2) it would delay the future connection of Fairmeadows North and Arbor Estates when it is built to North 11th Avenue East, which will relieve some traffic pressure on the surrounding neighborhoods, and (3) creating a lack of new housing availability for potential new residents who may choose an alternate community

Option #4: Accept low bid. Use ARPA Funds (\$550,000) designated to W 4 St S Project and RUT fund balance.

This option provides a path forward for the reconstruction of Union Drive, but like other earlier options, it would create a snowball effect of delays for all future projects. For example, if there are not enough funds for West 4th St South, then the South 5th Ave West project will need to be delayed.

If selected, the funding sources would be as follows:

Funding Sources: State: \$2,800,000 Water: \$197,050 WPC: \$51,680 ARPA Funds from W 4th St S: \$550,000 Road use Tax Funds: \$463,075.

The primary risk associated with this option is the negative impact that would result from additional delays in completing road projects. It would also complicate coordination with other utilities and agencies. This will have a detrimental impact on other areas/neighborhoods of the City for years to come.

Option #5: Accept low bid. Reallocate \$950,000 of bond proceeds dedicated to the Arbor Estates Phase 2 project from the 2022A bonds.

This option allows for the completion of Union Drive reconstruction without undermining future housing development which will resume when the economy rebounds.

There are just over 20 undeveloped lots available in Arbor Estates, and it is foreseeable that this supply is adequate through the end of the home building season of calendar year 2023.

The funding source for the bonds would change from Fairmeadows N TIF to the Debt Service Fund. Yearly payments on this bond averages \$70,000. This amount would need to be added to the levy, but is anticipated to be a minimal increase on the levy in future years with expected growth in the tax base. There would be no impact in FY23, as capitalized interest will be applied to all payments.

This change means that, ultimately, City Council will need to bond additionally for housing in the near future. That said, this option puts existing in-hand-funds to work for the immediate benefit of Newton citizens and visitors while the existing 20+ lots in Arbor Estates are sold and the development of the next phase occurs.

If selected, the funding sources would be as follows:

Funding Sources: State: \$2,800,000 Water: \$197,050 WPC: \$51,680 Reallocated Bonds from Fairmeadows N TIF: \$950,000 Road use Tax Funds: \$63,075

Recommendation:

Option #5: Approval of the bid from Reilly Construction Co., Inc. of Ossian, Iowa based on the bid amount of \$4,209,934.58.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION AWARDING CONTRACT 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 a portion of this project; and

WHEREAS, Newton Waterworks shall pay \$197,050 for the water main portions of the project; and

WHEREAS, Newton Waste Pollution Control shall pay \$51,680 for the sanitary sewer portions of the project; and

WHEREAS, Reallocated Bond Funds from Fairmeadows N TIF shall pay \$950,000 of the project; and

WHEREAS, Road Use Tax funds shall be used to pay \$211,205 of the project; and

WHEREAS, City staff prepared plans and specifications, and final plans were submitted to the Iowa DOT for review and bidding purposes; and

WHEREAS, bids were received and opened by the Iowa DOT on May 17, 2022; and City staff has recommended that the City of Newton award a contract to Reilly Construction Co., Inc. of Ossian, Iowa based on the bid amount of \$4,209,934.58.

NOW, THEREFORE, BE IT RESOLVED, that the bid received from Reilly Construction Co., Inc. of Ossian, Iowa in the amount of Four Million Two Hundred Nine Thousand, Nine Hundred Thirty-four Dollars and Fifty-Eight Cents (\$4,209,934.58) for the Union Drive Reconstruction Project as described in the plans and specifications, is hereby accepted; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Iowa DOT Doc Express electronic contract for the Union Drive Reconstruction Project and as described by the plans and specifications, said contract to be signed digitally by the Mayor and City Clerk on behalf of the City.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

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 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: Ordinance Closing Maytag Plant 2 Urban Renewal Area and Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

Summary: Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

Financial Impact:

No Financial Impact as this Urban Renewal Area has not been Collecting Taxes for Several Fiscal Years

Report Number: 22-181

Date: June 6, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

On April 15, 2008, the City Council of Newton, Iowa enacted ordinance No. 2121 creating the Plant Two Economic Development Urban Renewal area. This purpose of this Urban Renewal Area was to assist a development project by relocating a portion of East 8th Street North and creating an open storage area for wind blades.

All debt had been paid in this Urban Renewal Area and there has been no activity for several years. This action officially repeals the ordinance and terminates the Urban Renewal Area and plan.

Recommendation:

Staff recommends approval of the attached Resolution terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area.

Matt Muckler
City Administrator

ORDINANCE NO. _____

An Ordinance Repealing Ordinance No. 2121 Providing for the Division of Taxes Levied on Taxable Property in the Plant Two Economic Development Urban Renewal Area

WHEREAS, the City Council (the “Council”) of Newton, Iowa (the “City”) previously enacted Ordinance No. 2121, dated April 15, 2008 (the “Ordinance”), providing for the division of taxes levied on taxable property in the Plant Two Economic Development Urban Renewal Area (the “Urban Renewal Area”) pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, it is now necessary for the Council to take action to repeal the Ordinance;

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

Section 1. Purpose. The Ordinance is hereby repealed, and the division of incremental property tax revenues from the Urban Renewal Area under the Ordinance is hereby terminated.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Saving 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 Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Newton, Iowa, on _____, 2022.

Mayor

Attest:

City Clerk

First reading: June 6, 2022

Second reading: _____, 2022

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-_____

Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

WHEREAS, pursuant to the provisions of Chapter 403 of the Code of Iowa, the City of Newton, Iowa (hereinafter referred to as the “City”) previously established the Plant Two Economic Development Urban Renewal Plan (the “Urban Renewal Plan”) and the Plant Two Economic Development Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City has determined that it is in the best interest of the City to terminate the Urban Renewal Plan and retire the Urban Renewal Area.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWTON, IOWA, AS FOLLOWS:

Section 1. The Urban Renewal Plan for the Urban Renewal Area is hereby terminated, and the Urban Renewal Area is hereby retired and shall no longer be in operation from the effective date of this Resolution.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 6, 2022.

Mayor

Attest:

City Clerk

City of Newton Council Report



Item: Resolution authorizing the retirement of K9 Smokey and donating him to Officer Zach Walker

Report Number: 22-182

Summary: Donate K9 Smokey to his handler in exchange for ongoing care and maintenance.

Date: June 6, 2022

Financial Impact: N/A

Lead Department: Police Department

Recommendation:
Approve

Background:

The Police Department re-established the police K9 program in 2016 with the purchase and training of K9 Smokey and assignment of Officer Zach Walker as his handler. During the team's 6-year career they were involved in over 150 deployments conducting searches of vehicles, homes and school facilities for narcotics as well as missing persons and fugitive apprehension cases. They seized illegal narcotics and guns with a street value of over \$10,000. In addition to the narcotics and apprehension work, the team logged over 1200 hours of training and conducted over 30 public presentations and demonstrations to hundreds of residents over their career.

K9 Smokey has had a commendable career working for the City and with Officer Walker. He has reached the end of his operational working life and it's recommended that he be retired from active service. Upon K9 Smokey's retirement, it's proposed that he be donated to his handler, Officer Walker, in exchange for his lifetime care and maintenance (housing, food, medical care, etc.) at his personal expense. Officer Zach Walker agrees to the donation.

Recommendation

City Staff recommends approval of this resolution.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light blue horizontal line.

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

RESOLUTION AUTHORIZING THE RETIREMENT OF K9 SMOKEY AND DONATING HIM TO OFFICER ZACH WALKER

WHEREAS, the City re-established the police K9 program in 2016 with the purchase and training of K9 Smokey; and

WHEREAS, during K9 Smokey's 6-year career he conducted over 150 deployments for narcotics, missing persons and fugitive apprehension and over 30 public presentations, and

WHEREAS, K9 Smokey has had a commendable career and has been an asset to the community and a great partner to Officer Zach Walker; and

WHEREAS, K9 Smokey has reached the end of his operational working life and it's proposed to grant him his retirement; and

WHEREAS, upon retirement, it's proposed the City donate K9 Smokey to Officer Zach Walker in exchange for the ongoing care and maintenance of K9 Smokey for the remainder of his life, and

WHEREAS, Officer Zach Walker agrees to accept the donation and take responsibility of K9 Smokey's ongoing care and maintenance at his own personal expense.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the retirement of K9 Smokey and donate him to Officer Zach Walker in exchange for a lifetime of care and maintenance.

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: A resolution approving amendment to the purchase and redevelopment agreement between the City of Newton and MVAH Holding LLC

Summary: An agreement between MVAH Holding LLC and the City of Newton was executed for the purchase and redevelopment of 5 D&D properties. The property at 115 East 4th Street North is not needed for the multi-family housing project.

Financial Impact: No change in the \$65,000 purchase price.



Report Number: 22-183

Date: June 6, 2022

Lead Department:
Community Development
Department

Recommendation: Approve

MVAH Holding LLC has continued to hone development plans for two sites in Newton- one located on the east side of the 100 block of East 4th Street North as well as the former Hatchery Site located in the 200 block of East 12th Street North.

As plans continue to be finalized and the housing tax credit application has been submitted, MVAH Holding LLC has determined that the property located at 115 East 4th Street North is not needed for the project. This property is located on the west side of East 4th Street North and was historically associated with the property on the east side of the street that MVAH is purchasing from the City. This address is to be deleted from the purchase agreement.

MVAH Holding LLC does not propose to amend the purchase price or any other elements on the agreement.

Recommendation: Staff recommends approval of the resolution.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light blue horizontal line.

Matt Muckler
City Administrator

Location Map for 115 East 4th Street North. (Now demolished buildings still appear on the aerial photo)



RESOLUTION NO. 2022 – _____

**APPROVING AMENDMENT TO THE PURCHASE AND
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF
NEWTON AND MVAH HOLDING LLC**

WHEREAS, MVAH Holding LLC entered into a purchase and redevelopment agreement with the City of Newton dated March 23, 2022 for city owned property in accordance with the requirements of Iowa Code Chapter 364.7;

WHEREAS, it is desired to remove the property at 115 East 4th Street North, legally described as: LOT FOUR (4) OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR (24), ORIGINAL TOWN PLAT, CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY; from the purchase agreement;

WHEREAS, no other amendments to said purchase and redevelopment agreement are needed and the total purchase price remains unchanged;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached Amended Purchase and Redevelopment Agreement for property at 1117 North 3rd Avenue East, 211 East 12th Street North, 124 East 4th Street North, and 411 North 2nd 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 June, 2022.

APPROVED this _____ day of June, 2022.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

AMENDED PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by City of Newton at **124 East 4th Street North, 411 North 2nd Avenue East, 115 East 4th Street North, 211 East 12th Street North and 1117 North 3rd Avenue East**, is made on or as of the _____ day of ~~March, 2021~~, 2022, by and between City of Newton, Iowa (hereinafter "City"), and **MVAH Holding LLC, 9100 Centre Point Drive, Suite 210, West Chester, Ohio 45069** (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, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefor, the amount of Sixty-five Thousand Dollars (\$65,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to City simultaneously with the delivery of the deed conveying the Property to Buyer.

SECTION 2. EARNEST MONEY. BUYER will provide \$5,000 earnest money (the "Earnest Money"), refundable to Buyer upon agreement termination and applicable to the purchase price in the event of closing. Within ten (10) days after the date of this Agreement, Buyer shall deliver the Earnest Money to Iowa Title Guaranty, 2015 Grand Avenue, Des Moines, Iowa 50312 ("Escrow Agent").

SECTION 3. TAXES. City will prorate to 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 Buyer.

SECTION 4. SPECIAL ASSESSMENTS. 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 5. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

1117 North 3rd Avenue East, legally described as:

LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON'S ADDITION TO CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK "B", AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTYONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING.

ALSO

LOTS TEN AND ELEVEN IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING. THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE'S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "D", PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.

LOT THIRTEEN, BLOCK "D" OF COE'S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

LOT TWELVE IN BLOCK "D" IN COE'S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 11 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 10 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER

COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT NINE OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "B", AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT EIGHT OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 6 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "B" AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT "A" OF EVAN'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

211 East 12th Street North, legally described as: LOTS 13 AND 14 OF MERSHON'S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA.

411 North 2nd Avenue East, legally described as: LOT 3 IN THE SUBDIVISION OF OUTLOT TWENTY-FOUR (24) IN THE ORIGINAL TOWN, NOW CITY, OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 213 OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

~~115 East 4th Street North, legally described as: LOT FOUR (4) OF THE SUBDIVISION OF OUTLOT TWENTY-FOUR (24), ORIGINAL TOWN PLAT, CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK B, PAGE 213 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.~~

124 East 4th Street North, legally described as: COMMENCING AT THE SOUTHEAST CORNER OF LOT C IN BLOCK 13, ORIGINAL PLAT, CITY OF NEWTON, JASPER COUNTY, IOWA, THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID LOT C, 66 FEET, THENCE WEST 71 FEET, THENCE SOUTH 66 FEET TO THE SOUTH LINE OF SAID LOT C, THENCE EAST TO THE PLACE OF BEGINNING.

SECTION 6. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Special Warranty Deed (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. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days of the expiration of the Due Diligence Period (defined below) or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place as an escrow closing through the offices of Escrow Agent and the date and time of closing is determined by Buyer in its sole and absolute discretion by providing notice to City. City agrees to also deliver to Escrow Agent for closing the following items:

- i. A closing statement prepared by the Escrow Agent and executed by City.
- ii. A certificate of City approving the execution and delivery of this Agreement and the Deed.
- iii. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property.
- iv. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Escrow Agent.

c.) Buyer's Due Diligence Period. The Due Diligence Period shall commence upon full execution of the Agreement. Buyer shall have 365 days (the "Due Diligence Period") to conduct inspections of the Property as Buyer deems necessary and to perform its due diligence to confirm the feasibility of the Property for Buyer's intended use. Buyer's obligation to close shall be subject to Buyer's approval or waiver, in its sole discretion of certain contingencies, including, without limitation, title survey zoning, environmental, etc. Buyer shall have the unqualified right to terminate the Agreement at any time and for any reason on or before the end of the Due Diligence Period (as it may be extended) and receive a refund of the Earnest Money ("Buyer's Termination Right").

- i. Due Diligence Extension Period. Buyer shall have the right to extend the Due Diligence Period for three (3) additional periods of Ninety (90) days each. Extension is exercised upon advance written notice to City prior to the expiration of the Due Diligence Period or extension thereof (if applicable) and payment of \$5,000 "Extension Fee" each to Escrow Agent which shall be applicable to the Purchase Price, but non-refundable in the event of Agreement termination by Buyer. Extension Fees will be refunded to Buyer in the event that Buyer terminates this Agreement on the basis of City's default under this Agreement.

d.) Abstract of Title. City shall provide an abstract of Title to Buyer for Property subject to this Agreement. It will be City's responsibility to have abstract(s) updated. The abstract(s) shall become the property of Buyer at the time of the delivery of the deed.

e.) Purchase Conditions. Buyer agrees to purchase the Property subject to this Agreement provided the following conditions can be met:

- i. Buyer secures the purchase of 1015 North 3rd Avenue East.
- ii. Buyer is able to obtain a conditional use permit from the Newton Zoning Board of Adjustment for the residential use development at the properties located at 211 East 12th Street North, 1117 North 3rd Avenue East.
- iii. The project receives an award of tax credits from the Iowa Finance Authority.
- iv. City and Buyer agree to a mutually acceptable property tax rebate program.

Satisfaction of the conditions in Section 6.e. does not impact Buyer's Termination Right described in 6.b. above.

f.) Agreement Termination. If Buyer is not awarded 2022 Iowa Finance Authority (IFA) tax credits sufficient for development of the Property for Buyer's intended use, this Agreement will automatically terminate and the Earnest Money will be returned to Buyer. Upon termination of this Agreement, City will be free to market the property to other Buyers as soon as the Earnest Money has been returned to Buyer.

SECTION 7. IMPROVEMENTS. Buyer intends to construct on the Property, a total of approximately 40 multi-family townhomes with 1-, 2-, 3- and 4-bedroom units upon properties subject to this agreement. Any unit count or type will be subject to change based on the requirements of IFA or Buyer in their sole discretion.

SECTION 8. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of City, prior to when the construction of the improvements has been completed and City has issued a Certificate of Completion. Buyer may assign its interest or rights or obligations in this Agreement to an affiliated entity of Buyer, without the consent of City. Buyer must obtain the consent of City to assign Buyer's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Buyer.

SECTION 9. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of Buyer to timely construct certain improvements, City will furnish Buyer with a Certificate of Completion ("CC") confirming completion of construction in accordance with this Agreement. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If City shall refuse or fail to provide the CC in accordance with this Section within fifteen (15) days after written request by the Buyer, City shall provide the Buyer with a written statement indicating with detail in what respects the Buyer has failed to complete the improvements in accordance with this Agreement, or Buyer is otherwise in default, and what measures or acts will be reasonably necessary, in the opinion of City, for the Buyer to take or perform in order to obtain the CC. City's issuance of the CC will not be unreasonably withheld, conditioned or delayed.

SECTION 10. REMEDIES.

- a) If City should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Buyer may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Earnest Money and any Extension Fee(s) shall be immediately delivered to Buyer; (ii) City agrees to reimburse Buyer for all actual expenses and costs of Buyer in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Buyer may pursue any and all remedies available to Buyer under law or equity, including the right of specific performance of the obligations of City hereunder.
- b) If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to City, such sum being agreed upon as the sole damages for the failure of Buyer to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. City agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as City's sole remedy hereunder.
- c) As a material inducement to Buyer's execution hereof, Buyer and City agree that it would be impracticable and extremely difficult to fix actual damages in case of Buyer's default. City agrees that the amount of the Deposit and any Extension Fee paid prior to default or Buyer's notice to City of its intent to default is a reasonable estimate of such damages, and that City shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Buyer. Furthermore, City agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Buyer default, City shall no longer have any cause of action or claim against Buyer in law or in equity, including specific performance, and Buyer shall be fully released from any action of City arising out of Buyer's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

SECTION 11. 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, delivered personally, or and:

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

(b) In the case of City, is addressed or delivered personally to 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 12. LIMITATION ON WARRANTIES. 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. Buyer expressly acknowledges and agrees that 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. Buyer takes title the Property "AS IS."

SECTION 13. 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 14. 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.

SECTION 15. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

SECTION 16. BUYER'S ACCESS TO PROPERTY. While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

IN WITNESS WHEREOF, 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 Buyer has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

BUYER:

MVAH HOLDING LLC

By: _____
Brian McGeady, Authorized Signer

City of Newton Council Report

Item: Resolution approving the granting of Downtown Micro Grant Funds in the Historic Façade Renovation Program Area to Paul Mattingly for the building located at 113 West 2nd Street North, Newton.

Summary: To repair a 1 x 76' section of exterior wall on the south (alley) side of the building where water infiltration is occurring.

Financial Impact: \$2,250 from bond funds set-aside for the program



Report Number: 22-184

Date: June 6, 2022

Lead Department: Planning & Zoning Department

Recommendation:
Approve

Proposal: To remove a 1 x 76' section along the alley wall, install expansion and put back stucco where removed. Mattingly will then paint the new stucco area.

Background: The purpose of the project is to repair a section of the alley wall where water is infiltrating the building.

The subject property has already received \$7,850 in downtown façade grant funds in the historic façade renovation and painting categories.

This work by Jeff Seals Construction qualifies for funding as the \$5,000.00 maximum has not been met for the south facing side of the building. The bid from Jeff Seals Construction for the wall work is \$4,500, making the 1:1 match \$2,250. This façade was granted \$1,400 for façade work in 2018, thus adequate funds remain for this property to fully fund the 1:1 match for the proposed work.

Property History: The Mattingly Music and Book Store is a two-story brick building constructed on a brick foundation. The building is visually defined by its continuity of design and building material with adjoining retail stores to the north. The storefront has a single door on the south side and a large display window on the north, and two small windows on the building's upper story. The upper story windows are of industrial steel frame and mullion construction. A decorative iron exterior set of stairs, part of the original building construction, is attached to the south or alley side of the building and gives access to the second floor of the building. Clay tile coping finishes the top of the parapet wall. Non-historic signage has been mounted at the upper level of the east façade. A non-historic curved fixed awning of synthetic fabric is attached to the lower level of the east façade. The rear elevation is common brick with windows at both the first and second levels.

The Mattingly Music and Book Store retains a generally high level of historic integrity related specifically to a significant modernization movement of the mid-twentieth century, which drastically altered the building's facade. Because the façade alteration dates to 50-plus years ago for this building and its neighbors to the north, and because it reflects a significant period in the history of the community, the present façade is considered historic and its level of integrity as it relates to design, workmanship, and materials is high. As it relates to integrity of location, setting, and association, the building also retains a high level of integrity.

The Mattingly Music and Book Store is considered a contributing resource to the Newton Downtown Historic District. The building is eligible under Criterion A in association with the history of Newton commerce, significant in its ability to contribute to our understanding of the evolution of the business district and its impact on the economic success of the community of Newton.

At their meeting on May 25, 2022, the Downtown Grant Review Board recommended approval of the grant project.

Recommendation: Staff's recommends approval of grant funds up to \$2,250 for the façade project, which is necessary to protect the building from water infiltration damage.

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 NO. 2022 – _____

RESOLUTION APPROVING THE GRANTING OF DOWNTOWN MICRO GRANT FUNDS IN THE HISTORIC FAÇADE RENOVATION PROGRAM AREA TO PAUL MATTINGLY FOR THE BUILDING LOCATED AT 113 WEST 2ND STREET NORTH, NEWTON

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, Newton City Council has set aside bond funds for the purpose of downtown improvements, which will serve as the funding source for the Downtown Micro-Grant Program; and

WHEREAS, Paul Mattingly submitted an application requesting funds for 113 West 2nd Street North, in the historic façade renovation for work to be performed on the alley façade of the building;

WHEREAS, The Downtown Grant Review Board reviewed the application on May 25, 2022 and unanimously approved a motion recommending funds be granted in an amount up to \$2,250.00;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Façade Grant Funds be provided to Paul Mattingly for his property at 113 West 2nd Street North in the amount of up to \$2,250 for the purpose as described in the Downtown Façade Program Agreement and provided a 1:1 match is met;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Façade Program Agreement.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Paul Mattingly**

This Agreement made and entered into this _____ day of _____ 2022 by and between the City of Newton, Iowa, hereinafter called "City" and Paul Mattingly, 113 West 2nd Street North, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant has requested Downtown Façade Grants in the Historic Façade Renovation Program Area for property located at 113 West 2nd Street North and

WHEREAS, the Downtown Grant Review Board unanimously approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$2,250.00** in grant funds for the façade improvements to the building at 113 West 2nd Street North.
 - a. The project consists of removing a 1 x 76' section along the alley wall, installing expansion on the wall and putting back concrete and stucco. Cracks to be caulked. Owner will repaint work area to match the remainder of the façade.
- 2.) All projects shall be completed before June 6, 2023.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 4.) The applicant will match provide at least a 1:1 match to the grant funds.

- 5.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Paul Mattingly, 113 West 2nd Street North
Owner

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

Item: Resolution approving the granting of Downtown Improvement Grant Funds in the Sign and Awning Program Areas to Jeff Wisnieski for the building located at 119 West 2nd Street North, Newton.

Summary: To receive grant funds to assist with the installation of a new Home Instead sign and new black awning

Financial Impact: \$2,206.35 from bond funds set-aside for the program



Report Number: 22-185

Date: June 6, 2022

Lead Department: Planning & Zoning Department

Recommendation:
Approve



Existing Condition (left) and proposed awning & sign (right)

Proposal: To remove the existing awning frame and replace the awning and install new sign. The applicant writes: *The awning and the sign will be similar to the new ones on the financial office and the State Farm office. Our awning will be black and the sign will be white with purple lettering. Just letters with our tulip logo.*

Program Area	Total Project Cost	Grant Amount
Sign	\$3,043.45	\$750.00
Awning Removal/New Awning	\$2,912.70	\$1,456.35

Background: The subject property has previously received grant funding, but not in either the sign or awning areas. Previously, grant funds were given to replace the upper-story window.

Property History: Historically known as Keith & McLaughlin Jewelers, the subject property retains a generally high level of historic integrity of the mid-twentieth century modernization movement in Newton. The present façade is considered historic and its level of integrity as it relates to design, workmanship, and materials is high. As it relates to integrity of location, setting, and association, the building contributes to the integrity of the feeling created by the generally intact commercial district found in Newton. As such, it is considered a contributing resource to the Newton Downtown Historic District.

The earliest record of this property is on the 1888 Sanborn map. No records could be found of the businesses that occupied the ground and second floors until 1910. In that year, W.M. Wyrick Dry Goods and Fred Kennedy Law occupied the ground floor and G.L. Bates Photography occupied the second floor.

By 1920, George Sells Davis Jewelers occupied the ground floor and Fred Kennedy Law moved to the second floor offices. Several jewelers owned the building over the next 75 years.

The building was modernized by J.W. McLaughlin in 1954. The old façade was removed and a new modular brick face was installed along with new display windows. One new steel frame window was installed in the second floor modernization process in place of the previous three Italianate second floor windows. During these years, the second floor was rented out as an apartment. In 1996, a real estate business purchased the building, which continued until only recently. The building has a home healthcare office/business located in it.

Recommendation: Staff recommends approval of the grant request for the sign and awning work in a total amount not to exceed \$2,206.35 provided the 1:1 match for each program area is met.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE GRANTING OF DOWNTOWN
IMPROVEMENT GRANT FUNDS IN THE SIGN AND AWNING
PROGRAM AREAS TO JEFF WISNIESKI FOR THE BUILDING
LOCATED AT 119 WEST 2ND STREET NORTH, NEWTON**

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, Newton City Council has set aside bond funds for the purpose of downtown improvements, which will serve as the funding source for the Downtown Micro-Grant Program; and

WHEREAS, Jeff Wisnieski submitted an application requesting funds for 119 West 2nd Street North, in the sign and awning program areas; and

WHEREAS, The Downtown Grant Review Board reviewed the application on May 25, 2022 and unanimously approved a motion recommending funds be granted in an amount up to \$2,206.35 provided a 1:1 match is met for each program area.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Façade Grant Funds be provided to Jeff Wisnieski for the property that he is a tenant at, 119 West 2nd Street North, in the amount of up to \$2,206.35 for the purpose as described in the Downtown Façade Program Agreement and provided a 1:1 match is met;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Façade Program Agreement.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Jeff Wisnieski**

This Agreement made and entered into this _____ day of _____ 2022 by and between the City of Newton, Iowa, hereinafter called "City" and Jeff Wisnieski, tenant of 119 West 2nd Street North, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant has requested Downtown Façade Grants in the Awning and Sign Program Areas for property located at 119 West 2nd Street North and

WHEREAS, the Downtown Grant Review Board unanimously approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$2,206.35** in grant funds (\$750 for the sign and \$1,456.35 for the awning) as follows:
 - a. The sign shall not be back lit (applicant does not propose a lit sign).
- 2.) All projects shall be completed before June 6, 2023.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 4.) The applicant will match provide at least a 1:1 match to the grant funds for each program area, calculated separately.

- 5.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Jeff Wisnieski, 119 West 2nd Street North
Tenant

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report



Item: Resolution to reorganize staff in the Community Development and Administration Departments.

Summary: Organizational changes to encourage employee development, retention, and better align with the job skills and responsibilities going forward.

Financial Impact: No Financial Impact for Community Development – changes were budgeted in FY23.

Administration: General Fund: FY22: \$38 & FY23 \$1,707 ARPA Fund: FY22 \$242 & FY23 5,576

Report Number: 2022-186

Date: June 6, 2022

Lead Department:
Administration/Community Development

Recommendation:
Approve

Background: In evaluating the organizational effectiveness and encouraging employee development for the City, it has been identified that a number of areas within City operations would benefit from a reorganization that would provide additional capacity, improved collaboration and effectiveness, and align pay ranges with job skills and responsibilities going forward.

The proposed reorganization plan would create a new Office Assistant position in the Community Development Department and move the City Planner Position from Range 6 to Range 7 on the City of Newton Salary Schedule (Pay Matrix) upon the employee in the position becoming AICP Certified (American Institute of Certified Planners).

In the Administration Department this plan would move the current Financial Analyst position from Range 3 / Step 1 to Range 4 / Step 1 to better align with the skills and responsibilities going forward. In addition, it is recommended to place the current part time (25 hours per week) Office Assistant on the pay plan at Range 2 / Step 1 in order to provide stability in the position and a career path for the future.

Community Development Department

Office Assistant Position. During the budget approval process for the upcoming fiscal year (2022-2023), the Newton City Council approved a budget that included funding of an Office Assistant Position within the Community Development Department at 50% time in place of a paid summer intern and in conjunction with the current department Administrative Specialist moving from 62.5% time to 50% time.

The Office Assistant Position would not be placed on the City of Newton Salary Schedule (Pay Matrix). As shown in the budget process, the Office Assistant Position would be a set rate of up to \$17.50 per hour, depending on qualifications. Because the position would not be placed on the Pay Matrix, an annual raise would be considered by the council from year to year. The recommendation is to formally approve the 50% time Office Assistant Position and the change of the Administrative Specialist Position from 62.5% to 50% time.

City Planner Position. In 2006, when the current Community Development Director was hired as City Planner, the City Planner Position was found in Range 9 of the Pay Matrix. Following the appointment of that employee to Planning and Zoning Director/Community Development Director, the City Planner Position remained unfilled for a number of years. In 2019, City Council authorized

filling the City Planner vacancy at a Range 6, establishing the City Planner role as an entry level position and requiring a bachelor's degree in the planning field.

The current City Planner holds a master's degree in Urban and Regional Planning and has been on staff with the City for three years (June 3rd anniversary date). The current City Planner is eligible for and has taken the exam for AICP certification. Results will not be provided by the American Planning Association until sometime in mid-July. In addition, responsibilities of the City Planner position have grown as the employee has obtained on the job expertise.

The recommendation is to move the City Planner Position from Range 6, Step 4 (as of July 1, 2022) to Range 7, Step 3 upon passing the AICP exam. The approved budget for FY22-23 already accounts for this potential salary increase.

Administration Department

In December of 2021, City Council approved a plan to restructure the Administration Department. This approved restructuring plan did the following:

- Eliminated the open Administrative Assistant's position / Range 4
- Created a Senior Financial Analyst position / Range 6
- Moved Financial Analyst position from Range 5 to Range 3
- Created a Part-Time Office Assistant position. 25 hours per week/Not on Pay Matrix.

Since that time, the Financial Analyst that was employed in December of 2021 was promoted to the Senior Financial Analyst position and a new Financial Analyst and Part-Time Office Assistant have been hired. Both positions have been filled with extremely capable employees that have excelled and quickly learned their job duties and provided the Administration Department with exceptional support.

The Financial Analyst has learned the basics of the finance area of the city in a short period of time and has shown interest in learning higher level aspects of finances. Several benchmarks have already been achieved and plans are to have the current Financial Analyst be instrumental in the budget process starting this summer and fall, training on the many reports that need to be filed as well as assist with the annual audit. Recommendation is to move the position from a Range 3 / Step 1 to a Range 4 / Step 1 on the city's pay plan to better align with the skills and responsibilities going forward. This position is currently paid from American Rescue plan funds, so no impact at this time to the General Fund.

During the reorganization in December of 2021, the Administrative Assistant position was eliminated (Range 3 on Pay Plan / 40 hours per week) and a new Part Time Office Assistant position was created (Hourly \$17.50 / not on Pay Plan / 25 hours per week). The new Part Time Office Assistant currently provides support to the City Administrator, Administrative Services Manager, and the Finance Officer. It has been determined that this is an essential position, especially for the City Administrator, in corresponding with the City Council and preparing City Council packet information. In order to provide some stability in the position and provide a career path, the recommendation is to place this position on the Pay Matrix (Range 2 / Step 1) while keeping the hours for this position at 25 per week.

Recommendation

Staff recommends approval of this resolution.



Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION TO REORGANIZE STAFF IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND ADMINISTRATION DEPARTMENT

WHEREAS, City staff consistently evaluates operations and believes there are areas within City operations that would benefit from organizational changes to encourage employee development, retention, and better align with job skills and responsibilities going forward; and

WHEREAS, the current Community Development Administrative Specialist desires a 4 hours per day work day in lieu of the position’s authorized 5 hours per day work day; and

WHEREAS, during the budgeting process for FY22-23, a 0.5 FTE office assistant position, not on the Pay Matrix, was included for the Community Development Department budget due to additional workloads with increased permit activity, rental permits, vacant building registrations, and customer visits necessitates the need for additional work hours for administrative clerk needs; and

WHEREAS, the City Planner position no longer aligns with an entry level role as the current City Planner has been employed with the City for 3 years, holds a Master’s degree in Urban & Regional Planning, accepts and completes mid-range level work tasks, and has tested for certification through the American Institute of Certified Planners (AICP); and

WHEREAS, the current Financial Analyst has quickly achieved several benchmarks and plans are to begin training on higher level financial duties of the City. Moving this position from a range 3/Step 1 to a range 4/Step 1 better aligns with these increased responsibilities; and

WHEREAS, it has been determined that the Part-Time Office Assistant position in the Administration Department is an essential position, providing support to the City Administrator, Administrative Services Manager, and the Finance Officer and should be placed on the City’s pay matrix on Range 2 to provide stability and a career path for the position; and

Position	Current Authorization	Proposed Authorization	Reporting to:
Part-Time Office Assistant Community Development	N/A	\$17.50 per hour 0.5 FTE, not on the Pay Matrix	Community Development Director
Administrative Specialist	0.625 FTE Range 5, Step 12	0.50 FTE, Range 5, Step 12	Community Development Director
City Planner	1 FTE, Range 6, Step 3	1 FTE Range 7, Step 3 upon AICP certification	Community Development Director
Financial Analyst	1 FTE Range 3/Step 1	1 FTE Range 4/Step 1	Finance Officer
Part-Time Office Assistant Administration Department	.625 FTE (25 hrs./wk.) not on the Pay Matrix	.625 FTE (25 hrs./wk.) on pay matrix Range 2/Step 1	Senior Financial Analyst

WHEREAS, the stated changes were presented to the Employee Relations Committee (ERC) and the ERC recommended the changes be made.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the realignment changes as stated.

PASSED this _____ day of June 2022.

APPROVED this _____ day of June 2022.

(SEAL)
ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving the Special Events Policy and Application.

Report Number: 22-187

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

Date: May 16, 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 cursive script, 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** / **\$250.00**
(>60 days) (<60 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. The purpose of special events is twofold: 1) to be community building in nature, and 2) to showcase the Newton community to visitors. Therefore, these events should be planned as open and free to the public. Special events that charge a fee for entry shall not be approved by City staff. Event organizers who wish to hold a special event that requires an entry fee should complete the Special Events Application and provide a written explanation as to why they are charging a fee, which explains how their events will build up the community and showcase Newton to visitors. That written explanation should be directed to the City Council, who may approve or deny such a request. The application and the written explanation should be provided to the Fire Chief at least ninety (90) days in advance of the planned event so that the Fire Chief has adequate time to work with the City Clerk to have a resolution placed on an upcoming City Council Agenda. No special event that requires a fee for entry shall proceed without approval of the City Council. 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. Special event applications that are submitted less than sixty (60) days prior to the date requested for the special event shall not be approved by City staff. It is recommended that applicants submit a completed special events application at least ninety (90) days in advance to ensure adequate time for review and to clarify any questions which may result in denial. If the event that organizers wish to hold a special event with less than sixty (60) days' notice, a completed special events application should be provided to the Fire Chief who will work with the City Clerk to have a resolution placed on an upcoming City Council Agenda. No special event having an application submitted less than sixty (60) days prior to the date requested for the special event shall proceed without approval of the City Council.
4. 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.
5. 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
6. 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.
7. 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.
8. A **minimum of 50%+1** 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
9. **Communication Plan:** Two emails shall be sent to the affected tenants/property owners. One is to be sent prior to the application being submitted and one week prior to the event. An email list can be requested from the Fire Department developed from the Commercial Business Property Inspection program. At a minimum, the email will be required to contain the name and key contacts for the event organizer and the dates and times of parking limitations and street closures. The email list shall contain the Fire Department at newtonfiredepartment@gmail.com
10. 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, barbecues, 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.

11. Keep all fire hydrants clear, undecorated, and unobstructed.
12. 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.
13. Any use of City park pavilions is subject to rules and regulation by the Community Services Department.
14. Limited public utilities such as electrical or water may be available. Check with Community Services Department for availability and cost.
15. 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.
16. 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.
17. Restrooms are required for all events. Restrooms must be accessible to all attendees.
18. 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.
19. All beer and liquor shall be consumed on private property and shall not be consumed in the public right of way. The public right of way within a designated event space, that has been approved for beer and/or liquor consumption, is no longer considered a right of way and is exempt.

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.
20. 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.
21. A severe weather contingency plan must be submitted with designated contacts in case dangerous weather approaches.
22. 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.
23. 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. The majority (50%+1) 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 communicate 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 ☐

Admin. Approval Recommended: _____ Date: _____

(Signature)

(Title)

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 – min. liability limit \$1,000,000 per occur. / \$2,000,000 agg.

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 \$1,000,000 per occur. / \$2,000,000 agg.
(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.