

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 20, 2022 6:00 p.m.

- | | |
|------------------------------|--|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamation | 2. Parks and Recreation Month - July |
| Presentations | 3. Community Inspiration Garden – Carol Camp - Iowa Extension Office
4. Recycling Program – Liz Dodd, Dodd's Recycling
5. Harmony Park - Emily Thomason, Newton Main Street |
| Citizen Participation | 6. 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 | 7. June 6, 2022 Regular City Council Meeting Minutes
8. Approve Liquor Licenses for the following: Hy-Vee Gas Two Pop up Stores at the Iowa Speedway, 3333 Rusty Wallace Dr, Class C Beer Permits, Outdoor Service, Sunday Sales; Love’s Travel Stop #361, 4400 S 22 nd Ave E updated ownership; Newton Lodge #1270, B.P.O. Elks- LA0000274, 111 East 2nd Street, S, Class A Liquor License, Outdoor Service, Sunday Sales; Special Event American Legion, July 2022 Thunder Nights Downtown, Class B Beer Permit;
9. Approve 2022-2023 Cigarette/Tobacco/Nicotine/Vapor License for: Hy-Vee Gas, 1421 1st Ave. E.; Murphy USA, 200 Iowa Speedway Dr.; Pit Stop Liquors, 1324 1 st Ave. E.; and Shop N Save, 404 S. 11 th Ave. W.
10. Resolution Reappointing Jeffrey Maki to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2025. (No Council Report)
11. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-05). (Council Report 22-188)
12. Resolution Naming Bank Depositories. (Council Report 22-189)
13. Resolution Authorizing Fund Transfers in FY 22/23. (Council Report 22-190) |

14. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP). (Council Report 22-191)
15. Resolution Authorizing Agreement between the City of Newton, Iowa and the Iowa Speedway for Fire Engine/Firefighter Standby at the Iowa Speedway. (Council Report 22-192)
16. Resolution approving purchase of park benches by the Newton Downtown SSMID Board. (Council Report 22-193)
17. Resolution accepting completion of the HMA Resurfacing Project 2021. (Council Report 22-194)
18. Resolution accepting completion of the 2022 Streetscape Light Pole Refinishing Project. (Council Report 22-195)
19. Resolution accepting a permanent municipal utility easement located at 605 W 4th St N. (Council Report 22-196)
20. Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6. (Council Report 22-197)
21. Resolution approving the purchase of Tasers from Axon Enterprises, Inc. for \$14,811.22. (Council Report 22-198)
22. Resolution ordering Clerk to publish notice and fixing a date for a public hearing on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a natural gas franchise. (Council Report 22-199)
23. Approve Bills

Ordinances

24. Second 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

25. Resolution approving the acquisition of real estate at 1311 First Avenue East, Newton, Jasper County, Iowa for the D&D Program. (Council Report 22-200)
 - The property at 1311 1st Avenue East is vacant, dilapidated, and located adjacent to a prime commercial redevelopment property.
 - The property owner has agreed to sell the property to the City for \$42,000 plus the City covering settlement charges estimated at \$3,000. D&D Bonded funds will be used for the purchase.
26. Resolution approving agreement with the property owner of 215 1st Ave W for non-standard improvements in the city right-of-way. (Council Report 22-201)

- Maid Rite Restaurant, located at 215 1st Ave W, recently submitted an application to utilize a portion of the public sidewalk along the north side of their business for a patio seating area. Per the City's "Application for a Sidewalk Patio in the Public Right-of-Way"; the applicant was required to submit information on the proposed improvements, certificate of insurance coverage, outdoor service area authorization if serving alcohol or liquor, and acknowledgement of the rules of said application.
- As submitted, the proposed layout does not align with ADA standards.

Mayor/Council Comments 27.

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

PARKS AND RECREATION MONTH PROCLAMATION

WHEREAS, parks and recreation is an integral part of communities throughout the United States, including the City of Newton, Iowa; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking & biking trails, swimming pools, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities such as summertime programs, youth sports, and environmental education are beneficial; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, and the attraction and retention of businesses; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, Iowa do hereby proclaim July as

PARKS AND RECREATION MONTH in the City of Newton, Iowa.

DATED this 20th day of June, 2022



Michael L. Hansen, Mayor

REGULAR CITY COUNCIL MEETING MINUTES

JUNE 06, 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, Wade. Absent: Trotter.

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

Jessica Lowe-Vokes, Committee Chair, spoke regarding projects they have worked on including the Holiday Lights displays and the skating rink. They are always looking for donations and now have a Friends of the Parks Amazon account for people to donate items from the list. Volunteers are always welcome.

Newton High School Alumni Association member Lori Gilmore spoke regarding the alumni activities including the reunion event, red pride days, the Alumni News, and fundraisers.

During citizen participation Mark Vickroy, 404 E 12th St Place N, asked about nuisance code enforcement. Citizens are encouraged to report nuisances through the city website: www.newtongov.org

Agenda item 19, Resolution awarding the purchase of firefighter's protective equipment, was pulled from the consent agenda due to an amendment in the amount. Moved by Hallam, seconded by Ervin to amend the resolution for the amount of \$12,630. AYES: Five. NAYS: None. Motion passed. Moved by Wade, seconded by George to adopt the resolution. AYES: Five. NAYS: None. Resolution 2022-172 adopted.

Moved by Wade, seconded by Dalton to approve consent agenda items 5-18 & 20-25.

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 1st St N, Special Event Wild Cat Country Fest, 06/18/22, Class C Liquor License, Outdoor Service; Hy-Vee Gas-1421 1st 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 1st Ave E; Casey's #2341, 3104 1st Ave E; Casey's #2417, 1200 W 18th St S; Casey's #3954, 4343 S. 15th Ave. E.; Dollar General, 1803 1st Ave. E.; Fareway, 120 N. 3rd 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. 12th Ave W; Raceway 80, LLC, 4300 S. 22nd Ave. E.; Tobacco, Vape & E-cig, 1126 1st Ave. E.; West End, 1325 1st Ave. W; Walgreens, 1204 1st 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). Resolution 2022-161 adopted.
9. Resolution approving reduced prices for Maytag Pool Single-Day Admissions for June 11, 2022. Resolution 2022-162 adopted.
10. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 1. Resolution 2022-163 adopted.
11. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 2. Resolution 2022-164 adopted.
12. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 3. Resolution 2022-165 adopted.
13. Resolution rescinding original mowing contract, and awarding a new contract for the 2022 Parks Mowing Contract No. 4. Resolution 2022-166 adopted.
14. Resolution awarding contract for the Community Services Shop Remodel Project – Heaters. Resolution 2022-167 adopted.
15. Resolution approving a 28E agreement for law enforcement services at the Iowa Speedway. Resolution 2022-168 adopted.
16. Resolution waiving the requirements of Chapter 93 "Noise Control" for the Wild Cat Country Fest and Faith Fest. Resolution 2022-169 adopted.
17. Resolution Approving a Property Tax Rebate for the Hotel Maytag Investors, LLC Property Located Within the North Central Urban Renewal Area. Resolution 2022-170 adopted.
18. Resolution Approving a Property Tax Rebate for the Newton Senior Residence, LLC Property Located Within the North Central Urban Renewal Area. Resolution 2022-171 adopted.
20. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2022-2. Resolution 2022-173 adopted.
21. Resolution approving the purchase of portable litter fence for the Newton Sanitary Landfill. Resolution 2022-174 adopted.
22. Resolution approving the purchase of a replacement GPS unit for the Newton Sanitary Landfill Trash Compactor. Resolution 2022-175 adopted.

23. Resolution to promote housing in Newton using radio and digital video placement in a strategic advertising campaign. Resolution 2022-176 adopted.

24. Resolution for a video project to create new video and image assets of city-owned parks, their amenities and recreation opportunities. Resolution 2022-177 adopted.

25. Approve Bills

AYES: Five. 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 Union Dr. Reconstruction Project. There were no written comments. Various residents in that neighborhood spoke in favor of completing the project due to the condition of the road. Moved by Hallam, seconded by Wade, to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by George to adopt the resolution. AYES: Four. NAYS: Ervin. Resolution 2022-185 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 in the 2100-2200 block of South Fifth Avenue East. AYES: Five. NAYS: None. Third Consideration passed. Moved by Ervin, seconded by Dalton, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2415 was adopted.

Moved by George, seconded by Wade, to approve the First consideration of the Ordinance Closing Maytag Plant 2 Urban Renewal Area. AYES: Five. NAYS: None. First Consideration passed.

Moved by Dalton, seconded by Ervin to adopt the Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area. AYES: Five. NAYS: None. Resolution 2022-178 adopted.

Moved by Wade, seconded by George to adopt the Resolution authorizing the retirement of K9 Smokey and donating him to Officer Zach Walker. AYES: five. NAYS: None. Resolution 2022-179 adopted.

Moved by George, seconded by Wade to adopt the Resolution approving amendment to the purchase and redevelopment agreement between the City of Newton and MVAH Holding LLC. AYES: Five. NAYS: None. Resolution 2022-180 adopted.

Moved by Ervin, seconded by Dalton to adopt the 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. AYES: Five. NAYS: None. Resolution 2022-181 adopted.

Moved by Hallam, seconded by George to adopt the 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. AYES: Five. NAYS: None. Resolution 2022-182 adopted.

Moved by Wade, seconded by Dalton to adopt the Resolution to reorganize staff in the Community Development and Administration Departments. AYES: Five. NAYS: None. Resolution 2022-183 adopted.

Moved by George, seconded by Dalton to adopt the Resolution Approving the Special Events Policy and Application. AYES: Five. NAYS: None. Resolution 2022-184 adopted.

Community Marketing Update was presented by Danielle Rogers Community Marketing Manager. Excellent video marketing clips were shared as well as information on social media reach.

During Mayor/Council comments Mayor Hansen reminded citizens that it would be a busy weekend for events and activities for families to enjoy.

Moved by Wade, seconded by Ervin to adjourn the meeting at 7:47 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

RESOLUTION NO. 2022-_____

RESOLUTION REAPPOINTING JEFFREY MAKI TO THE NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BOARD FOR A TERM ENDING JUNE 30, 2025.

WHEREAS, Jeffrey Maki, Clemon-Maki Insurance, 220 1st Avenue W, currently serves on the Newton Downtown Self-Supported Municipal Improvement District Board, and his term expires on June 30, 2022, and

WHEREAS, Jeffrey Maki has expressed an interest in continuing to serve on the board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Jeffrey Maki is hereby reappointed to the Newton Downtown Self-Supported Municipal Improvement District Board for a three-year term expiring June 30, 2025.

PASSED this 20th day of June, 2022

APPROVED this _____ day of June, 2022

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-05).

Report Number: 22-188

Date:

June 20, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$1,364.80

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,364.80. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-05).

A handwritten signature in blue ink that reads "Erin Chambers". The signature is fluid and cursive.

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 22-05)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 22-05 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 22-05, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on July 20, 2022, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of 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 Naming Bank Depositories

Summary: This Action Approves Bank Depositories for the City of Newton

Financial Impact:
No Financial Impact



Report Number: 22-189

Date: June 20, 2022

Lead Department:
Finance

Recommendation:
Approval

Background:

Chapter 12C Deposit of Public Funds, Code of Iowa, requires each City to approve the financial institutions it will use as depositories of public funds. The City's investment policy also limits the amount of its investment in any single institution to the amount authorized by the City Council. In 2019 City Council passed a resolution naming depositories for the City of Newton. In May of 2022, Great Western Bank was purchased by First Interstate Bank and the attached resolution reflects this change.

Recommendation:

Staff recommends approval of the attached resolution.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022– _____

RESOLUTION NAMING BANK DEPOSITORIES

WHEREAS, Chapter 12C Deposit of Public Funds, *Code of Iowa*, requires each city to approve the financial institutions it will use as depositories of public funds; and

WHEREAS, the City’s written investment policy also limits the amount of its investment in any single institution to the amount authorized by the City Council; and

WHEREAS, the City desires to update its previous approval of depository institutions;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the following financial institutions are approved to be depositories of City of Newton funds in conformance with all applicable provisions of Iowa Code Chapter 12C.

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized to deposit City of Newton funds in amounts not to exceed the maximum approved for deposit for each respective financial institution as set out below.

<u>Depository Name</u>	<u>Location of Home Office</u>	<u>Maximum Balance</u>
First Newton National Bank	Newton, Iowa	\$20,000,000
US Bank	Minneapolis, MN	\$20,000,000
Great Southern Bank	Springfield, MO	\$40,000,000
First Interstate Bank	Billings, MT	\$20,000,000
Bank Iowa	Clarinda, IA	\$20,000,000
TruBank	Newton, Iowa	\$20,000,000

PASSED this 20th 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 Authorizing Fund Transfers in FY 22/23

Summary: This Action Approves Fund Transfers in FY 22/23

Financial Impact:

This resolution authorized transfers between City of Newton Funds as approved in the FY23 budget



Report Number: 22-190

Date: June 20, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

Iowa Code section 384.15 was amended in April of 2019 and requires all transfers between City funds to be approved by a Council resolution.

In order to meet the requirements of this amendment, the Council must approve a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred.

During the FY23 budget process and budget adoption, the following transfers were approved:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	Debt Service	Principal & Interest Payments	42,740
East Mart TIF	General Fund	Reimburse General Fund for Services	57,801
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	349,449
Hwy 14 TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
Hwy 14 TIF	General Fund	Reimburse General Fund for Services	11,250
Landfill	General Fund	Reimburse General Fund for Services	200,000
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	50,000
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts - Property Tax Relief	717,500
WPC Fund	Debt Service	Principal & Interest Payments	107,150
WPC Fund	General Fund	Reimburse General Fund for Services	200,000
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	42,500
N Central TIF	Debt Service	Principal & Interest Payments	802,142
1 st Ave E TIF	Capital Improvements	Reimburse Demolition expenses	89,246
1 st Ave E TIF	General Fund	Reimburse General Fund for Services	98,635
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,379,322

Recommendation:

Staff recommends approving the budgeted transfers between funds for fiscal year 2022/23.



Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022– _____

RESOLUTION ATHORIZING FUND TRANSFERS IN FY 22/23

WHEREAS, Iowa Code section 384.15 was amended in April of 2019; and

WHEREAS, this amendment requires all cities in Iowa to approve by resolution approving all transfers between funds; and

WHEREAS, this resolution must include a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred; and

WHEREAS, the budgeted FY22/23 not to exceed transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	Debt Service	Principal & Interest Payments	42,740
East Mart TIF	General Fund	Reimburse General Fund for Services	57,801
Fairmeadows N TIF	General Fund	Reimb General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	349,449
Hwy 14 TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
Hwy 14 TIF	General Fund	Reimburse General Fund for Services	11,250
Landfill	General Fund	Reimburse General Fund for Services	200,000
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	50,000
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts Property Tax Relief	717,500
WPC Fund	Debt Service	Principal & Interest Payments	107,150
WPC Fund	General Fund	Reimburse General Fund for Services	200,000
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	42,500
N Central TIF	Debt Service	Principal & Interest Payments	802,142
1 st Ave E TIF	Capital Improvements	Reimburse Demolition Expenses	89,246
1 st Ave E TIF	General Fund	Reimburse General Fund for Services	98,635
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,379,322

NOW THEREFORE, BE IT RESOLVED that the budgeted fund transfers for FY22/23 be approved.

PASSED this 20th 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 renewing the insurance package with Iowa Communities Assurance Pool (ICAP).

Summary: Liability Insurance Renewal.

Financial Impact: \$305,795 from budgeted funds.



Report Number: 22-191

Date: June 20, 2022

Lead Department:
Administration

Recommendation:
Approval

In June of 1998, the City Council awarded a bid for property, liability and automobile insurance coverage to Clemon-Maki Insurance Associates using the Iowa Communities Assurance Pool (ICAP). Staff recommended this action because ICAP held a AAA rating which is the highest rating possible; ICAP had coverage limits on a per claim basis as opposed to a total amount of claims basis; more than 280 other city governments in Iowa belong to the ICAP risk pool; the City has a very positive experience with a similar pool (Iowa Municipal Worker's Compensation Association); and ICAP is affiliated with the Iowa League of Cities.

The City continues to reap the same benefits insuring through ICAP, including the shared refund of pool surplus. The 2022 renewal is \$305,795 compared to the 2021 renewal of \$247,773. This increase is due to an increase in the vehicle and property coverage as well as ICAP not issuing a surplus refund this year due to the high amount of claims from the Derecho and the increased cost in construction. They are hoping to issue surplus refunds for the 2023 renewals. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales.

Recommendation:

Staff recommends renewing the insurance package with Iowa Communities Assurance Pool.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022 - _____

RESOLUTION RENEWING THE INSURANCE PACKAGE WITH IOWA COMMUNITIES ASSURANCE POOL (ICAP)

WHEREAS, the City of Newton has contracted with Iowa Communities Assurance Pool (ICAP) through the local insurance agency Clemon-Maki since 1998; and

WHEREAS, the renewal comes due July 1, of each year; and

WHEREAS, the 2022 renewal is higher than 2021 due to an increase in the vehicle and property coverage as well as ICAP not issuing a surplus refund this year due to the high amount of claims from the Derecho and the increased cost in construction. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that staff is authorized to renew the contract with ICAP in the amount not to exceed \$305,795.

PASSED this _____ day of June 2022.

APPROVED this _____ day of June 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Authorizing Agreement Between the City of Newton, Iowa and the Iowa Speedway for Fire Engine/Firefighter Standby at the Iowa Speedway.

Summary: Resolution authorizing agreement between the City of Newton, Iowa and the Iowa Speedway for fire engine/firefighter standby for the Iowa Speedway

Financial Impact: Hourly rate collected by contract to be deposited in the General Fund.

Report Number: 22-192

Date: June 20, 2022

Lead Department: Fire

Recommendation:
Approval of Resolution

Background:

This Resolution authorizes a firefighter pump operator and the fire pumper truck to be present at Iowa Speedway events when requested by the Iowa Speedway. Certain race sanctioning bodies require a fire engine to be on site as part of their requirements for sanctioning a race. There are three event weekends that have tentatively been scheduled with the Fire Department.

The agreement allows the City to provide the service and recover some costs. The City also reserves the right to deny or pull the fire engine and operator in the event that the City or Rural Benefited Fire District fire protection is compromised.

Recommendation

Staff recommends adopting the agreement between the City of Newton, Iowa and the Iowa Speedway for fire engine/firefighter standby for the Iowa Speedway.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

Attachments

RESOLUTION NO 2022 - _____

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF
NEWTON, IOWA AND THE IOWA SPEEDWAY FOR FIRE
ENGINE/FIREFIGHTER STANDBY AT THE IOWA SPEEDWAY**

WHEREAS, certain events at the Iowa Speedway will require the Iowa Speedway to have a fire engine on premise during race events; and

WHEREAS, the attached agreement will allow for the City to provide for that service, recoup some of it's' costs and still provide for the protection of the City of Newton as a whole;

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

THEREFORE BE IT FUTHER RESOLVED that the City Administrator and City Clerk are directed to execute two copies of said agreement, one for the City and one for the Iowa Speedway.

PASSED this _____ day of June 2022.

APPROVED this _____ day of June 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

Event Fire Services Agreement

This Event Fire Services Agreement ("Agreement") is made and entered into as of the last date of execution below by and between **IOWA SPEEDWAY, LLC**, with its principal place of business at 3333 Rusty Wallace Drive, Newton, Iowa 50208 ("IOWA SPEEDWAY") and the **CITY OF NEWTON** ("City").

1. DEFINITIONS:

- A. **"Speedway"** means the Iowa Speedway racetrack facility in Jasper County, Iowa, operated by Iowa Speedway, LLC, including the racetrack, grandstands, suites, infield, (which includes victory lane) and surrounding camping, parking and concession areas contiguous with the Speedway, all as may be limited now or in the future by the terms of the sanctioning agreement with the sanctioning body for a particular race or event.
- B. **"Major Race Events"** means the period of time prior to and inclusive of scheduled on-track activity during which a motorsports racing event is held at the Speedway during the Term.

2. DUTIES OF CITY: City shall provide the following Services as required during the Term ("Services"):

- A. City will provide one (1) fire pumper truck and at least one (1) Newton firefighter to operate the pumper, or the number of firefighters the City deems necessary to operate the apparatus, to be present on the Speedway premises during Major Race Events at the Speedway to assist in all fire and rescue services on an as-needed basis ("Services").
- B. Iowa Speedway shall submit to City a written request for a fire pumper truck and firefighter(s) at least five (5) working days prior to the need for said pumper/firefighter(s), to allow City sufficient time to prepare for the Major Race Event.
- C. City reserves the right to deny fire truck pumper and firefighter pump operator standby or to pull one stationed at the Speedway in the case that adequate fire protection for the City and the Rural Benefited Fire District is compromised, at the sole discretion of City, with return of same when protection is back to adequate standard. Should City deny/pull the pumper/firefighter, Iowa Speedway may seek fire truck standby from a Fire Department that has a Mutual Aid Agreement with the Newton Fire Department of Jasper County, or any other means Iowa Speedway deems appropriate.

3. CONSIDERATION: In consideration for the Services provided to Iowa Speedway, Iowa Speedway shall provide City with the following:

- A. Appropriate credentials and permits required to allow proper access to areas of the Speedway covered under the Services to be provided by this Agreement.
- B. Iowa Speedway will reimburse the City for costs associated with pumper standby service at the following rates for Services during Major Race Events at the Iowa Speedway, per paragraph 2 above. This rate may be adjusted annually for each year of the Term upon mutual written agreement of the parties.

Year	Hourly Rate
2022	\$58.00 / Hour
2023	\$60.00 / Hour

- C. Iowa Speedway understands and will allow firefighter(s) to bring in cooler(s) with food/beverage for the firefighters personal consumption while they are performing their pumper duties.
4. **TERM AND TERMINATION:** This Agreement shall commence upon full execution by the parties hereto, and unless sooner terminated in accordance with its provisions, shall remain in effect through December 31, 2023 ("Term"). Notwithstanding the foregoing, either party may terminate this agreement, with or without cause, upon mailing written notice to the other party via U.S. Mail with a sixty (60) day notice to the party and address as set forth below.
5. **RELEASE SHEET PROCEDURES:** Prior to entering the Speedway, all persons working or assisting City in furtherance of this Agreement MUST sign a mutually agreed upon Release and Waiver of Liability and Indemnity Agreement. This sheet must be executed in the presence of Iowa Speedway personnel and is required before entrance onto the premises for the activity described herein.
6. **UNSAFE OR UNLAWFUL CONDUCT:** Notwithstanding any provision herein to the contrary, Speedway's President or his/her designee shall have the sole discretion to terminate any activity permitted hereunder when such action is deemed necessary or appropriate for the safety of lawful users of the premises, for the protection of the premises or resources or equipment of the premises, for the protection of reputation of Speedway, or for the prevention of a violation of any local, state, or federal rule relating to the use of the premises or relating to any activity permitted hereunder.
7. **RELATIONSHIP:** Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent or representative of the other under this Agreement. Nothing herein grants and nothing herein shall be interpreted as granting to City a license to use or reproduce any of the various names, emblems, symbols, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying Iowa Speedway or its affiliates, or any events at Iowa Speedway (the "Marks") in any manner whatsoever. The City shall retain sole and exclusive control with respect to the personnel, operations, policies and organization of its Fire Department and this agreement shall not change the City's rights and responsibilities regarding the same.
8. **PROPERTY USE AND DAMAGE:** The City shall exercise reasonable care in the use of Iowa Speedway property to perform its duties pursuant to this Agreement. City agrees to repair any damage to the premises (including without limitation any resources, facilities, premises, or property of Iowa Speedway) caused by or attributable to City's activities outside the scope of this Agreement, and Speedway's President or his/her designee shall be the sole judge of the extent of such damage and the adequacy of any repairs or restoration. Any damage to Iowa Speedway property caused by the City pursuant to the scope of this Agreement, shall be the responsibility of Iowa Speedway. No physical alteration to the premises (including without limitation installation or modification of new or existing structures, alteration of any trees or other plants, and disturbance of any ground surface or cover) may be made without Iowa Speedway's prior written consent.
9. **FORCE MAJEURE:** Neither party shall be liable for any failure, inability, or delay to perform its obligations hereunder, with the exception of any Consideration obligations, if such failure, inability or delay arises beyond control or without fault of the offending party (each such event, a "Force Majeure Event"). By way of example, and not limitation, such causes of a Force Majeure Event may include acts of war, riots, sabotage, explosion, fire, strike, accident or casualty, rendering performance commercially impractical. In the event of such Force Majeure Event, Iowa Speedway and/or City, as the case may be, shall use its best efforts to cure such cause and to resume performance. If performance is not resumed within ten (10) business days, Iowa Speedway shall have right to terminate this Agreement.
10. **CITY INSURANCE:** Upon execution of this Agreement, but in no event less than seven (7) days prior to the first scheduled day of the Event, City agrees to secure and maintain with a reputable company:
- A. **Commercial General Liability Coverage:** City shall secure and maintain throughout the Term, commercial general liability policy (including personal injury and contractual liability) with a

combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate. Such policy shall name as additional insureds: Iowa Speedway, LLC, its parent company, their subsidiaries, limited liability and affiliated companies and each of their respective shareholders, members, officers, directors, agents, employees, trustees, receivers, successors, and assigns.

- B. **Automobile Coverage:** City shall secure and maintain throughout the Term motor vehicle (including hired, owned, and non-owned) liability insurance on any vehicle to be used at or in connection with the performance of this Agreement, with coverage limits of not less than One Million Dollars (\$1,000,000.00).
- C. **Workers Compensation:** City further agrees to secure and maintain throughout the Term, Workers Compensation insurance with minimum limits equal to the statutory requirements for all states of operation hereunder, including employer's liability with limits of not less than Five Hundred Thousand Dollars (\$500,000).
- D. Prior to the time City providing Services, City must have provided Iowa Speedway with certificates of insurance evidencing the required insurance coverages as described in this Section. Limits of insurance specified herein are minimums. Insurance coverage shall apply to the fullest extent of City's insurance policy limits, or to the extent allowed by law, whichever is greater. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
11. **INDEMNIFICATION:** City shall indemnify, defend and hold Iowa Speedway, LLC, its parent company, their subsidiaries, limited liability and affiliated companies and their respective shareholders, members, officers, directors, agents, employees, trustees, receivers, successors, and assigns harmless from and against any and all liability, loss, damage, expenses, court costs and reasonable attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) any claim of loss or damage to property or of death or injury to persons, resulting from use of the products or services of City, with the exception of claims that may arise as a result of City's services provided within a restricted area (including without limitation the race track surface and pit road areas) while working in an official capacity during the Event; (ii) any claim of damage resulting from the acts or omissions of City, or its respective agents or employees, or (iii) any claim of damage resulting from the breach of this Agreement by City.
- Iowa Speedway shall indemnify, defend and hold harmless City, its subsidiaries, appointed officials, officers, employees, volunteers, agents, successors, and assigns from any and all claims, including reasonable attorneys' fees and costs, of liability whether by reason of injury to or death of the person or of damage to the property of another or otherwise arising out of or directly or indirectly related to, in connection with or resulting from (i) the acts or omissions of Iowa Speedway, its officers, directors, agents or employees; or (ii) Iowa Speedway's willful misconduct, violation of law or breach of this Agreement, in each case excepting only claims based upon City's negligence or willful misconduct.
12. **WAIVER.** Except in the case of gross negligence, Iowa Speedway covenants and agrees to waive and discharge all claims, demands, suits and actions that it may have at any time against the City, the Fire Department, the City's appointed officials, officers, employees, volunteers and agents that may occur or arise as a result of the performance of the Fire Department pursuant to this agreement.
13. **GOVERNING LAW AND ARBITRATION.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of comity or conflicts of law thereof. Any dispute, claim, question, or disagreement arising from or relating to the parties' relationship and/or this Agreement or breach thereof, or if a controversy should arise between the parties outside of this Agreement with anyone (including a party's employee, agent, officer, director, or shareholder in their capacity as such or otherwise) ("Claim"), such Claim shall be resolved by arbitration and must be filed with the American Arbitration Association ("AAA") not later than one (1) year from the date of the event which is the subject of dispute, or within one (1) year from the expiration or earlier termination of this Agreement, whichever shall occur first. Such Claim shall

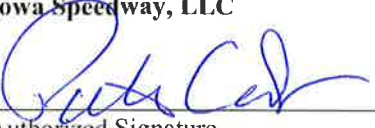
be settled in arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. Arbitration is the sole, mandatory and exclusive procedure for resolving Claims covered hereunder. The resolution of any Claim by arbitration herein shall be final and binding on the Parties to the fullest extent permitted by law. Neither Party shall seek to enjoin any proceeding hereunder on the basis that any award resulting therefrom would not be enforceable. The place of arbitration shall be Newton, Iowa. The Arbitrator will have no authority to award consequential, punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Notwithstanding the foregoing, nothing contained herein shall prohibit either party from seeking immediate injunctive relief in a court of competent jurisdiction to prevent an imminent, irreparable harm, whether arising before, during or after the pendency of any arbitration proceeding.

14. **NON-EXCLUSIVE:** This Agreement does NOT grant City an exclusive position at the Speedway. City specifically acknowledges that Iowa Speedway may also enter into separate agreements with other companies, including companies competitive with City.
15. **LIMITATIONS IMPOSED BY LAW:** All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations and rules applicable in the state in which the event(s) are held. Further, it is understood and agreed City's use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances, and guidelines, including without limitation all federal and state Occupational Safety and Health Regulations and the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or accessibility for guests with disabilities.
16. **RESERVATION OF RIGHTS:** Iowa Speedway reserves all rights not expressly granted to City in this Agreement.
17. **COUNTERPARTS:** This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.
18. **CONFIDENTIALITY:** The financial terms and conditions of this Agreement and the substance of this Agreement are and shall remain confidential, and shall be communicated and available only to such employees or agents of either party with a legitimate business need to know such confidential terms and conditions. Each party shall be responsible for any breach of this Section by such party's employees, related companies and/or agents and each such party shall cooperate with the other party to remedy the breach.
19. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
20. **ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties relating to the subject matter contained herein. There are not promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreement, whether verbal or written, between the parties hereto.

Signatures on Following Page

Iowa Speedway and City have caused this Agreement to be executed by their duly authorized representatives, as of the date set forth below.

Iowa Speedway, LLC



Authorized Signature

Name: PATRICK C. WARREN

Title: PRESIDENT

Date: JUNE 9, 2022

CITY OF NEWTON

Authorized Signature

Name: _____

Title: _____

Date: _____

City of Newton Council Report

Item: Resolution approving purchase of park benches by the Newton Downtown SSMID Board.

Summary: The SSMID Board voted to collaborate with Newton Main Street for the purchase (1/3 of the cost) and placement of custom designed park benches for the downtown.

Financial Impact: \$2,625 from the Downtown SSMID Funds.



Report Number: 22-193

Date: June 20, 2022

Lead Department:
Community Development

Recommendation:
Approve



Background: At their February 8, 2022 meeting, the Downtown Newton SSMID Board approved a motion to assist in the purchase and placement of benches in the downtown square area.

The benches are custom designed and are 2' x 4' in size. Benches will be placed up against the buildings, and will not impede the walking path or ADA standards as they are 2' in depth.

Recommendation: City Staff recommends approval of the Resolution.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING PURCHASE OF PARK BENCHES BY THE
NEWTON DOWNTOWN SSMID BOARD**

WHEREAS, the City of Newton has established the Newton Downtown SSMID and appointed a five member board that represents the district, and

WHEREAS, Newton Downtown SSMID approved a motion to assist in the purchase of custom benches for the downtown at their February 8, 2022 meeting, and

WHEREAS, the custom benches have a dimension of 2 feet by 4 feet, and

WHEREAS, City placement of the benches shall align with ADA standards;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that \$2,625.00 of Newton Downtown SSMID Funds shall be provided to Newton Main Street for the benches project.

PASSED this 20th day of June, 2022.

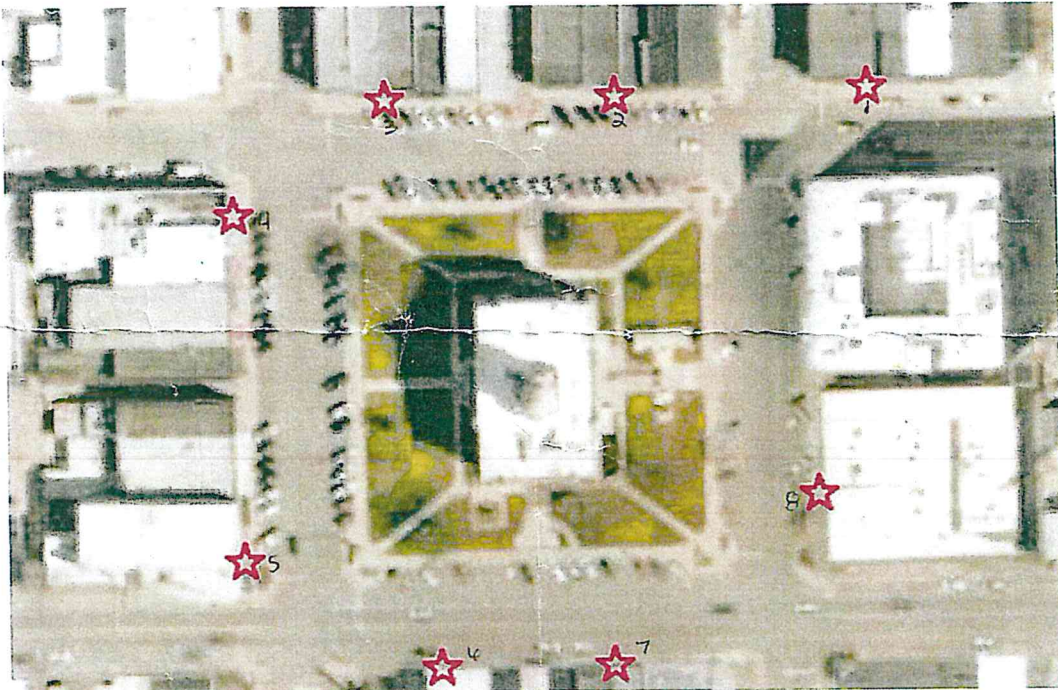
APPROVED this _____ day of June, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Newton Main Street Bench Project



- FNNB 100 N 2nd Ave W Adrian Anderson
- REMAX 120 N 2nd Ave W Remax
- Esther & CO 122 N 2nd Ave W Regina Graham
- Otto Law 123 W 2nd St N Alto
- Choices 101 W 2nd St N Julie Jones
- Earthwise Pets 103 W 2nd St N (see attached email)
- Crazy Redhead Quilting 117 1st Ave W Lauren Koch
- Mattes 119 1st Ave W Jim Mattes
- 1st Ave Nutrition 109 1st Ave W Julia Purnongast
- Forbes Office Solution 102 N 2nd Ave E

City of Newton Council Report

**Item:**

Resolution accepting completion of the HMA Resurfacing Project 2021.

Report Number: 22-194

Summary:

Accept completion of the HMA Resurfacing Project 2021 and authorize final payment.

Date:

June 20, 2022

Lead Department:

Public Works

Financial Impact:

Council previously approved a contract for \$1,096,698.36 on August 16, 2021; and this action would accept the project and authorize payment of the retainage amount of \$54,533.06.

Recommendation:

Approve

Background:

Various streets throughout the city are in need of resurfacing. The conditions of these streets (200-400 Blocks of E 3rd St S, 100-700 Blocks of E 7th St N, 800-900 Blocks of S 5th Ave E, 200-300 Blocks of W 3rd St N, 1000-1400 Blocks of N 4th Ave E, 400-1100 Blocks of S 6th Ave W, 300 Block of S 4th Ave W, 100-500 Blocks of W 12th St S, 600-700 Blocks E 14th St S, 600-700 Blocks of E 15th St S, 1400 Block of S 6th Ave E, 100-200 Blocks of E 7th St S, 500-700 Blocks of W 11th St S and a portion of the 1900 Block of E 8th St N) have deteriorated over the last 33-38 years with numerous cracks and surface imperfections present. City staff had identified these pavement sections as needing an asphalt milling and resurfacing project during the recently completed budgeting process.

Construction plans and specifications for the HMA Resurfacing Project 2021 were prepared by City staff and placed out for bid. City Council passed a resolution on August 16, 2021 awarding a contract to In-Roads, LLC of Des Moines, IA in the amount of \$1,096,698.36.

The Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulation of said contract. The final contract amount, based on actual measure quantities of work and the issuance of one change order, is \$1,090,661.29.

Recommendation:

City staff recommends accepting the completion of the HMA Resurfacing Project 2021 Project, and authorizing the retainage amount of \$54,533.06 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
HMA RESURFACING PROJECT 2021**

WHEREAS, various streets throughout the city are in need of resurfacing. The conditions of these streets (200-400 Blocks of E 3rd St S, 100-700 Blocks of E 7th St N, 800-900 Blocks of S 5th Ave E, 200-300 Blocks of W 3rd St N, 1000-1400 Blocks of N 4th Ave E, 400-1100 Blocks of S 6th Ave W, 300 Block of S 4th Ave W, 100-500 Blocks of W 12th St S, 600-700 Blocks E 14th St S, 600-700 Blocks of E 15th St S, 1400 Block of S 6th Ave E, 100-200 Blocks of E 7th St S, 500-700 Blocks of W 11th St S and a portion of the 1900 Block of E 8th St N have deteriorated over the last 33-38 years with numerous cracks and surface imperfections present; and

WHEREAS, City staff had identified these pavement sections as needing an asphalt milling and resurfacing project during the most recent budgeting process; and

WHEREAS, City staff prepared construction plans and specification for said work; and

WHEREAS, quotes were requested and opened for said project by the City on August 9, 2021; and

WHEREAS, the City Council of the City of Newton awarded a contract to In-Roads, LLC of Des Moines, Iowa in the amount of \$1,096,698.36 on August 16, 2021 for the HMA Resurfacing Project 2021; and

WHEREAS, In-Roads, LLC has completed the work, and the Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project and authorizes the Public Works Director to execute payment of the retainer in the amount of \$54,533.06 to In-Roads, LLC no sooner than 30 days after approval of this resolution, should no claims be on file.

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 accepting completion of the 2022 Streetscape Light Pole Refinishing Project.

Report Number: 22-195

Date:

June 20, 2022

Summary:

Accept completion of contract to repaint 64 existing streetscape lights in downtown Newton.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$25,600.00 on May 16, 2022; and this action would accept the project and authorize payment of the retainage amount of \$1,280.00 from Road Use Tax.

Background:

Existing streetscape lights in the central business district are approaching 30 years old and have begun to show their age. This project would see 64 light poles power washed and repainted to improve their appearance. Engineers estimate for this project was \$25,600.00

City Council passed a resolution on May 16, 2022 awarding a contract to Pole Painting Plus. in the amount of \$25,600.00. The Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$25,600.00.

Recommendation:

City staff recommends accepting the completion of the 2022 Streetscape Light Pole Refinishing Project, and authorizing the retainage amount of \$1,280.00 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Erin Chambers
Acting City Administrator

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
2022 STREETSCAPE LIGHT POLE REFINISHING PROJECT.**

WHEREAS, existing streetscape lights in the central business district are approaching 30 years old and have begun to show their age. This project would see 64 light poles power washed and repainted to improve their appearance. Engineers estimate for this project was \$25,600.00 and;

WHEREAS, City Council passed a resolution on May 16, 2022 awarding a contract to Pole Painting Plus. in the amount of \$25,600.00; and

WHEREAS, Pole Painting Plus Inc. has completed the work, and the Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract and;

WHEREAS, the final contract amount, based on actual measured quantities of work completed, is \$25,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project; and authorizes the Public Works Director to execute payment and release of the retained amount of \$1,280.00 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using 2022 Road Use Tax.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution accepting a permanent municipal utility easement located at 605 W 4th St N.

Summary: Acceptance of a permanent 30-foot municipal easement to allow for access to storm water collection system located between W 7th St N and W 4th St N.

Financial Impact: None

Report Number: 22-196

Date: June 20, 2022

Lead Department/Division:
Public Works

Recommendation: Approve

Background:

A storm sewer relocation agreement was signed on October 18, 2022 between the city of Newton and The Vernon Company. The purpose of the agreement was to vacate an existing public storm sewer easement, so the Vernon Company could build a new building addition on their property in the storm sewer utility easement. The agreement also had the Vernon Companies contractor construct a new public storm sewer in a new location.

This action creates a new 30-foot utility easement to protect the newly relocated storm sewer, while also allowing city crews access to the ground for maintenance or repair of the storm sewer.

The following identified easement, as represented by Real Estate Easement executed by the property owner subject to City Council approval is:

<u>Easement Number</u>	<u>Property Owner</u>	<u>Easement Address</u>
2022-01	VP- Tony Oberman	605 W 4 th St N

This easement has been granted by the Vernon Company to the city for \$1.00.

Recommendation:

Accept, Real Estate Utility Easement as noted above.

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION ACCEPTING PERMANENT MUNICIPAL UTILITY EASEMENT AT
605 W 4TH ST N.

WHEREAS, A storm sewer relocation agreement was signed on October 18, 2022 between the city of Newton and The Vernon Company. The purpose of the agreement was to allow Vernon Company to build a new building addition on the property that would have in been in the original 30-foot utility easement and;

WHEREAS, the agreement also had the Vernon Companies contractor construct a new public storm sewer in a new location and;

WHEREAS, This action creates a new 30-foot utility easement to protect the newly relocated storm sewer, while also allowing city crews access to the ground for maintenance or repair of the storm sewer and;

WHEREAS, Bolton & Menk staff prepared the Real Estate Utility Easement documents, and Public Works staff contacted the affected property owner, and secured signatures on said documents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the following identified Easement(s), as represented by Real Estate Easement executed by the property owner subject to City Council approval, is hereby approved:

Easement Number	Property Owner	Easement Address
2022-01	VP- Tony Oberman	605 W 4 th St N

BE IT FURTHER RESOLVED, that the Public Works Director is authorized to execute the Real Estate Easement documents for the affected property. This easement has been granted by the owner for \$1.00 to 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: Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.

Summary: A supplemental agreement is needed with the Iowa DOT for maintenance of Highway 6 through the City.

Financial Impact: None



Report Number: 22-197

Date: June 20, 2022

Lead Department: Public Works Department

Recommendation: Approve

Background:

Every five (5) years, the Iowa Department of Transportation (DOT) presents cities an agreement for the maintenance and repair of primary highways through those cities. The Iowa DOT and the City of Newton entered into a five-year agreement for U.S. Highway 6 (1st Avenue) in 2021 that is in effect from July 1, 2021 through June 30, 2026.

The Iowa DOT has provided the City of Newton a Supplemental Agreement for 2022-2023 year that indicates the payment that the City will receive based on the State's standard maintenance rates. Per the supplemental agreement, the City of Newton is responsible for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the 5-year agreement for U.S. Highway 6 within the corporate limits of Newton. In general, the City responsibilities include pavement maintenance, storm sewer, snow/ice removal and tree maintenance.

The maintenance payment rate for 2022-2023 will be annual payment to the City of \$21,048.93.

Each year of the 5 year agreement the Iowa DOT will provide the City of Newton a Supplemental Agreement that will indicate the payment that the City will receive based on the State's standard maintenance rates.

Recommendation:

City staff recommends approval the 1-year maintenance supplemental agreement with the Iowa DOT for U.S. Highway 6 within the corporate limits of Newton.

A handwritten signature in blue ink that reads "Erin Chambers".

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A ONE (1) YEAR SUPPLEMENTAL AGREEMENT WITH
THE IOWA DEPARTMENT OF TRANSPORTATION FOR CITY MAINTENANCE OF
U.S. HIGHWAY 6**

WHEREAS, the City of Newton has had an agreement with the Iowa Department of Transportation (DOT) for many years which identified responsibilities of the City and the DOT for maintenance of U.S. Highway 6 (1st Avenue) from the west corporate limits to the east corporate limits of the City of Newton; and

WHEREAS, the Iowa DOT is proposing to renew this one (1) year supplemental agreement under the same terms and conditions as described in the five (5) year agreement; and

WHEREAS, the Iowa DOT will provide the City with a Supplemental Agreement each year of the 5-year agreement that will provide the rate of payment to the City of Newton based on lane miles of roadway and such payment will be \$21,048.93 for this year's agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor to execute the attached Supplemental Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



District 1 Field Office

2300 SE 17th Street, Grimes, IA 50111

Phone: 515-986-5471 | Email: john.narigon@iowadot.us

May 31, 2022

Jody Rhone
Public Works Director
1700 N 4th Avenue W
Newton, IA 50208

Subject: Fiscal Year 2023 Supplemental Maintenance Agreement with City of Newton

Dear Jody,

Enclosed is a copy of the proposed Fiscal Year 2023 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2022 and ending June 30, 2023.

The terms of the agreement are the same as last year. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-986-5471 or john.narigon@iowadot.us.

Sincerely,

John Narigon
District 1 Staff Engineer -South Area

cp
Enclosure

cc: Tony Gustafson, IA DOT, District 1
Allison Smyth, IA DOT, District 1
Robert Ellis, IA DOT, District 1
Cheryl Parrish, IA DOT, District 1



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Newton, Jasper County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see attached / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see attached	see attached	see attached	see attached	\$21,048.93

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2022 to June 30, 2023 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Newton

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

Date _____

	Newton								
US 6	From	To	miles	Total mi	2016 ADT	2021 lane mile rate	# lanes	Lane miles	
	Iowa 14	beg 3 lane	0.030	0.120	7400	\$2,205.00	4	0.120	\$ 264.60
	beg 3 lane	beg 2 lane	0.090	0.120	7400	\$2,205.00	3	0.270	\$ 595.35
	beg 2 lane	w of 8th at intersection	0.520	0.640	7400	\$2,205.00	2	1.040	\$ 2,293.20
	w of 8th at intersection	W 8th Street	0.020	0.660	7400	\$2,205.00	3	0.060	\$ 132.30
	W 8th Street	west of W.4th	0.280	0.940	6500	\$2,205.00	2	0.560	\$ 1,234.80
	west of W.4th	W 4th	0.020	0.960	6500	\$2,205.00	3	0.060	\$ 132.30
	W. 4th	W. 3rd	0.070	1.030	6500	\$2,205.00	3	0.210	\$ 463.05
	W. 3rd	east of W.3rd at	0.030	1.060	6500	\$2,205.00	3	0.090	\$ 198.45
	east of W. 3rd at intersection	W. 2nd	0.040	1.100	6500	\$2,205.00	2	0.080	\$ 176.40
	W.2nd	W.1st Street North	0.060	1.160	7500	\$2,205.00	3	0.180	\$ 396.90
	W.1st Street North	E 2nd St	0.070	1.230	7800	\$2,205.00	2	0.140	\$ 308.70
	E 2nd St	East 4th Street	0.140	1.370	7800	\$2,205.00	3	0.420	\$ 926.10
	East 4th Street	w of E 14th	0.740	2.110	8900	\$2,205.00	3	2.220	\$ 4,895.10
	w of E 14th	East 14th	0.020	2.130	8900	\$2,205.00	4	0.080	\$ 176.40
	East 14th	East 17th Street	0.120	2.250	8900	\$2,205.00	4	0.480	\$ 1,058.40
	East 17th Street	East 23rd Street	0.451	2.701	9000	\$2,205.00	4	1.804	\$ 3,977.82
	East 23rd Street	East 28th Street	0.253	2.954	7900	\$2,205.00	4	1.012	\$ 2,231.46
	East 28th Street	East 31st Street/ also Speedway Drive	0.180	3.134	7900	\$2,205.00	4	0.720	\$ 1,587.60
									\$ 21,048.93

City of Newton Council Report



Item: Resolution approving the purchase of tasers from Axon Enterprises, Inc. for \$14,811.22

Summary: Purchase 13 tasers and accessories to replace expired models that have reached the end of their operational life.

Financial Impact: \$14,811.22 from 2021 bond proceeds.

Report Number: 22-198

Date: June 20, 2022

Lead Department: Police Department

Recommendation:
Approve

Background:

All Police Officers are issued various weapons and equipment to protect themselves and others within the community. The Police Department began carrying electronic control devices (ie. tasers) in 2007 as a less lethal option in use of force incidents. Tasers have a 5-year operational life and 13 of the Police Department's current units are expiring.

Axon Enterprises, Inc. is the only vendor that sells tasers and the submitted a quote of \$14,811.22 for the purchase of 13 tasers and accessories. The proposed purchase was in the FY22 CIP and would be made utilizing 2021 bond funds.

Recommendation

City Staff recommends approval of this resolution.

A handwritten signature in blue ink that reads "Erin Chambers". The signature is written in a cursive, flowing style.

Erin Chambers
Acting City Administrator

Attachment

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE PURCHASE OF TASERS FROM AXON
ENTERPRISES, INC. FOR \$14,811.22**

WHEREAS, All Police Officers are issued various weapons and equipment to protect themselves and others within the community; and

WHEREAS, 13 of the Police Department's current tasers are expiring and are in need of replacement, and

WHEREAS, Axon Enterprises Inc. of Scottsdale, AZ submitted a quote of \$14,811.22 for new Taser units and accessories; and

WHEREAS, The proposed purchase was in the FY22 CIP and would be made utilizing 2021 bond funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the purchase of 13 tasers and accessories from Axon Enterprises, Inc. of Scottsdale, AZ for \$14,811.22

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution ordering Clerk to publish notice and fixing a date for a public hearing on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a natural gas franchise.

Summary:

Setting the date for a Public Hearing on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a non-exclusive natural gas franchise.

Financial Impact:

None



Report Number: 22-199

Date:

June 20, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

Black Hills/Iowa Gas Utility Company, LLC (d/b/a Black Hills Energy), who owns and operates a natural gas utility within Newton, has requested a new non-exclusive natural gas franchise agreement with the City of Newton. This proposed franchise agreement would replace a previous agreement granted in the 1990's and any subsequent revisions to said previous agreement.

Staff has worked with both Black Hills Energy and Brick-Gentry to prepare a proposed agreement suitable to both parties. Staff has also prepared a proposed revision to the City's code of ordinances on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a non-exclusive natural gas franchise. This resolution sets the date of a public hearing on the proposed code revisions, and directs the City Clerk to publish a notice on said public hearing.

Recommendation:

Staff recommends approval of the resolution setting the date and publishing the notice for a Public Hearing on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a non-exclusive natural gas franchise.

Erin Chambers
Acting City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR
A PUBLIC HEARING ON THE PROPOSED ADOPTION OF AN ORDINANCE
GRANTING BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC
A NATURAL GAS FRANCHISE.**

WHEREAS, Black Hills/Iowa Gas Utility Company, LLC (d/b/a Black Hills Energy), who owns and operates a natural gas utility within Newton, has requested a new non-exclusive natural gas franchise agreement with the City of Newton; and

WHEREAS, this proposed franchise agreement would replace a previous agreement granted in the 1990's and any subsequent revisions to said previous agreement; and

WHEREAS, staff has worked with both Black Hills Energy and Brick-Gentry to prepare a proposed agreement suitable to both parties; and

WHEREAS, staff has also prepared a proposed revision to the City's code of ordinances on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a non-exclusive natural gas franchise; and

WHEREAS, this resolution sets the date of a public hearing on the proposed code changes, and directs the City Clerk to publish a notice on said public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Council hold a public hearing on the matter of the proposed revisions to the City's code of ordinances on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a non-exclusive natural gas franchise, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 5th day of July 2022, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 8,761.76
AccuCut	Library	Supplies	\$ 43.00
Acushnet Company	Golf	Merchandise	\$ 3,540.64
Ag-Grow Plus Lawn Care	Airport	Service	\$ 123.60
Ahlers & Cooney P C	Legal Services	Services	\$ 90.00
Airgas USA LLC	Fire	Service	\$ 333.18
Alliant Energy/IPL	All	Utilities	\$ 54,538.25
Amazon Capital Services	All	Books	\$ 3,373.77
American Business Phones	Water Pollution Control	Service	\$ 2,078.99
American Legal Publishing Corporation	Administration	Service	\$ 119.70
Ancona, Lori	Community Marketing/Parks	Service	\$ 800.00
Baker Electric Inc	Traffic Control	Service	\$ 4,095.00
Barney's Wrecker & Crane	Fire	Service	\$ 114.95
Bayco Golf	Golf	Supplies	\$ 336.00
Beck's	Community Beautification	Supplies	\$ 508.00
Bituminous Materials & Supply	Street	Supplies	\$ 1,553.64
Black Hills Energy	Parks/Maytag Pool	Utility	\$ 3,431.19
Boland Recreation	Parks	Supplies	\$ 3,300.00
Bolton & Menk Inc	Street	Service	\$ 52,384.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,783.95
Brick Gentry P.C.	D&D/Legal Services/WPC	Service	\$ 19,417.70
Caldwell Brierly & Chalupa PLLC	Economic Development	Service	\$ 294.00
Cappy's Tire & Auto Service	Golf/Parks	Service	\$ 1,785.21
Card Services	All	Service	\$ 500.36
Carl's Window Service	Library	Service	\$ 90.00
Cintas	All	Service	\$ 877.98
Clapsaddle-Garber Assoc	Airport - RESO 2020-111	Service	\$ 38,796.18
Cleveland Golf/Srixon	Golf	Merchandise	\$ 168.50
Cole, Chris	Parks	Clothing	\$ 92.08
Computer Resource Specialists	Administration	Service	\$ 90.00
Con-Struct Inc	Airport - RESO 2021-134	Service	\$ 280,878.70
Continental Safety Equipment	Street	Supplies	\$ 50.71
Contract Specialty LC	Golf	Supplies	\$ 1,128.00
Control Installations of IA	Parks	Service	\$ 525.00
Controlled Access of the Midwest LLC	Airport	Service	\$ 485.80
D A Davidson & Co	Finance	Service	\$ 1,000.00
Dannen, Shannon	D&D Program	Service	\$ 900.00
Demco Inc	Library	Supplies	\$ 112.84
Dept of Inspections & Appeals	Golf	License	\$ 300.00
Diamond Vogel Inc	Parks	Supplies	\$ 6.20
Dinges Fire Company	Fire	Supplies	\$ 12,630.00
Discount School Supply	Library	Supplies	\$ 206.85
Dodd Trash Hauling & Recycling	Cemetery	Service	\$ 100.00
EZ Lease	Fire/WPC	Service	\$ 245.01
Falcone, Bill	Administration	Reimb	\$ 22.82
Fastenal	City Garage	Supplies	\$ 200.80
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes Office Solutions	All	Supplies	\$ 1,021.50
Four Points Golf Cars	Executive	Service	\$ 599.20

FOX Strand	Water Pollution Control	Supplies	\$ 9,465.00
Galls LLC	Fire	Supplies	\$ 136.36
General Traffic Controls Inc	Traffic Control	Supplies	\$ 1,785.00
Gregg Young Auto Center	Police	Service	\$ 433.06
Grey House Publishing	Library	Service	\$ 175.50
Ground Breaker Homes LLC	Private Incentives	Interest	\$ 2,779.76
Harris Golf Cars	Golf	Service	\$ 920.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 2,096.48
Heisdorffer, Michele	Administration	Reimb	\$ 200.00
Hillyard / Des Moines	Fire	Supplies	\$ 235.80
HLW Engineering Group	Landfill	Service	\$ 4,311.50
Home Depot Pro	Parks	Supplies	\$ 627.70
Hop-A-Lot Rentals	Parks	Service	\$ 1,400.00
Hornung's	Golf	Merchandise	\$ 197.57
Hotel Maytag Investors LLC	Fire	Reimb	\$ 900.00
Hotsy Cleaning Systems	Fire	Supplies	\$ 137.50
Hy-Vee Inc	Maytag Pool	Concessions	\$ 293.30
Image Trend Inc	Fire	Service	\$ 1,116.00
Intapol	Police	Equipment	\$ 574.97
Iowa Communities Assurance Pool	Tort Liability	Service	\$ 1,000.00
Iowa Dept of Natural Resources	Landfill	Cerification	\$ 32.00
Iowa Inspections	Fire	Service	\$ 1,750.00
Iowa Prison Industries	Cemetery	Service	\$ 1,600.00
Iowa Pump Works	Maytag Pool	Service	\$ 893.35
Iowa State University	Police	Service	\$ 75.00
Iowa State University Registration	Finance	Training	\$ 256.00
Iowa Stormwater Education Partnership	Storm Water	Membership	\$ 1,045.00
Jasper County Sheriff	Building Insp	Service	\$ 35.85
Jasper County Tribune	Library	Subscription	\$ 52.00
JETCO Inc	Landfill	Supplies	\$ 279.90
John Lee Photography	Police	Service	\$ 150.00
Johnson Aviation	Airport	Reimb	\$ 72.12
Key Cooperative	All	Fuel	\$ 18,787.76
Keystone Labs	Maytag Pool/WPC	Service	\$ 4,049.20
Killian's	Street	Supplies	\$ 3,843.63
Lands' End Business Outfitters	All	Clothing	\$ 222.20
Lavelly, Dillon	Police	Reimb	\$ 41.30
Lawson Products Inc	Water Pollution Control	Supplies	\$ 281.41
Leibold Irrigation Inc	Golf	Supplies	\$ 629.16
Liebl Marketing Group	Hwy 14/S 12 Ave W TIF/Golf	Service	\$ 10,850.00
Lyman, Rick	Parks/Police	Service	\$ 3,909.07
Magnum Automotive	Fire/Police	Service	\$ 943.69
Mahaska Bottling Co	Golf	Concessions	\$ 750.45
Manatts - D.M.	Street	Supplies	\$ 5,317.40
Maxim Advertising	Administration	Supplies	\$ 255.50
McMaster-Carr	Water Pollution Control	Supplies	\$ 99.93
Mediacom	Golf	Utility	\$ 109.95
Medicap Pharmacy	Fire	Service	\$ 15.98
MG Laundry Corporation	City Center	Service	\$ 85.85
Mid Country Machinery	Landfill	Supplies	\$ 4,031.02
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 135.66
Modlite	Police	Supplies	\$ 331.80
MOJO Cycling	Administration	Supplies	\$ 1,000.00

MTI Distributing Inc	Parks	Supplies	\$ 362.03
NAPA Auto Parts	All	Supplies	\$ 948.06
News Printing Company	All	Supplies	\$ 1,188.60
Northern Tool / BlueTarp Financial Inc	Water Pollution Control	Supplies	\$ 559.94
Parkview Animal Hospital	Animal Control	Service	\$ 2,120.00
Per Mar Security Services	Landfill	Service	\$ 433.17
Pole Painting Plus Inc	N Central TIF - RESO 2022-150	Service	\$ 24,320.00
Portner, Brad	Parks	Service	\$ 180.00
Preferred Pest Control Inc	Library	Service	\$ 364.00
Premier Office Equipment	Executive/Police	Service	\$ 723.40
Quill Corporation	Fire	Supplies	\$ 17.84
Ray, Randy	SSMID District	Service	\$ 500.00
RCSYSTEMS Radio Communications	Disaster Services	Service	\$ 963.77
Reliant Fire Apparatus Inc	Fire	Supplies	\$ 393.95
Reserve Account-Pitney Bowes	Finance	Service	\$ 2,000.00
Riggs Printing Inc	Community Marketing	Supplies	\$ 262.50
SchoolLife	Library	Supplies	\$ 231.45
Sign Pro	Library/Parks	Service	\$ 320.00
Spahn & Rose Lumber Co	Parks/Traffic Control	Supplies	\$ 293.95
Sprayer Specialties Inc	Landfill	Supplies	\$ 93.22
Station Automation Inc	Fire	Service	\$ 3,033.33
Stetson Building Products	Community Beautification	Supplies	\$ 251.88
Studio Melee	Library	Consulting	\$ 1,815.00
Target Solutions Learning LLC	Fire	Service	\$ 5,439.80
Terminal Supply Company	City Garage	Supplies	\$ 24.84
Theisen's	All	Supplies	\$ 1,722.92
Theisen's Grinnell	Landfill	Clothing	\$ 123.97
Theisen's Marshalltown	All	Clothing	\$ 711.41
Toro NSN	Golf	Service	\$ 1,992.00
Tour edge	Golf	Merchandise	\$ 283.86
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 7,412.98
Truck Equipment	Street	Supplies	\$ 2,196.80
True Pitch Inc	Parks	Supplies	\$ 439.60
True Value Hardware	All	Supplies	\$ 1,490.07
Two Rivers Cooperative	All	Fuel	\$ 14,233.81
United States Cellular	All	Utilities	\$ 1,377.41
USABlueBook	Water Pollution Control	Supplies	\$ 244.35
Van Maanen Electric Inc	Street Lighting	Service	\$ 3,531.00
Van Wall Equipment	Parks	Supplies	\$ 227.13
Vanderwiel, Joshua	Private Incentives	Incent	\$ 10,000.00
Verizon Wireless	Disaster Services	Utilities	\$ 35.01
Vernon Co	Executive	Supplies	\$ 1,342.35
Warnick & Reeves Mechanical	All	Service	\$ 1,630.17
Water Department	All	Utilities	\$ 11,308.22
Whatcom County Library System	Library	Books	\$ 16.00
Wincraft Incorporated	Golf	Merchandise	\$ 205.00
World Book School & Library	Library	Books	\$ 999.00
Zimmer & Francescon	Water Pollution Control	Supplies	\$ 1,571.46
Total			\$ 706,132.49

Pre-Authorized Payments

AT&T Mobility	Landfill/Police	Utilities	\$ 1,651.64
Beverage Distributors of Iowa	Golf	Concessions	\$ 332.42
Black Hills Energy	All	Utilities	\$ 340.23
Doll Distributing	Golf	Concessions	\$ 1,498.25
Iowa Beverage Systems	Golf	Concessions	\$ 511.10
Johnson Brothers of Iowa	Golf	Concessions	\$ 600.60
Hotel Maytag Investors LLC	N Central TIF-RESO 2022-170	Rebate	\$ 33,383.00
Newton Senior Residence	N Central TIF-RESO 2022-171	Rebate	\$ 23,193.00
Stivers Ford	Parks - RESO 2021-120	Vehicles	\$ 58,768.00
Windstream	All	Utilities	\$ 2,122.41

Total **\$ 122,400.65**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 15,805.00
Bank Iowa	All	Insurance	\$ 5,220.00
Great Southern Bank	All	Insurance	\$ 290.00
Kabel	All	Insurance	\$ 50.00
Bank Of Oklahoma	Debt	Debt Payments	\$ 3,491,196.71
Chase Bank	Debt	Debt Payments	\$ 183,635.70
Great Southern Bank	Debt	Debt Payments	\$ 248,003.00
IA Finance Authority	Debt	Debt Payments	\$ 12,748.00
IA Finance Authority	WPC	Debt Payments	\$ 328,672.50
Payroll 6-15-22	All	Payroll	\$ 451,979.01
Met Life Dental	All	Insurance	\$ 10,714.87
State of Iowa	General	Sales Tax	\$ 2,655.00
Wellmark BC/BS	All	Insurance	\$ 176,957.17

Total: **\$ 4,927,926.96**

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 approving the acquisition of real estate at 1311 First Avenue East, Newton, Jasper County, Iowa for the D&D Program.

Summary: The property at 1311 1st Avenue East is vacant, dilapidated, and located adjacent to a prime commercial redevelopment property. Acquisition of the property removes blight and will improve the likelihood of redevelopment in the 1300 block of 1st Avenue East.

Financial Impact: Purchase price and closing costs of \$45,000 from D&D bonded funds.



Report Number: 22-200

Date: June 20, 2022

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City has the opportunity to move forward with the acquisition of a property at 1311 1st Avenue East. The subject property with a dilapidated home is highly visible on First Avenue East.

The property has proven to be a hindrance to redevelopment of the 1300 block of 1st Avenue East in the past. City acquisition of the property not only will remove a highly visible dilapidated home, but will also allow for the City and its economic development partners to encourage redevelopment of this section of 1st Avenue East.

The owner agreed to sell the property for a purchase price of \$42,000.00 with the City covering closing costs such as abstract continuance, deed preparation, recording fees, pro rata taxes (the property is current on its taxes). The closing costs are estimated to be approximately \$3,000.00.

Recommendation: City Staff recommends approval.

A handwritten signature in blue ink that reads "Erin Chambers". The signature is fluid and cursive, with the first name "Erin" and last name "Chambers" clearly distinguishable.

Erin Chambers
Acting City Administrator

Location Map 1311 1st Avenue East:



RESOLUTION NO. 2022- _____

**RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE AT
1311 FIRST AVENUE EAST, NEWTON, JASPER COUNTY, IOWA FOR
THE D&D PROGRAM**

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

WHEREAS, the acquisition of below described real estate at 1311 1st Avenue East in Newton is in conformance with the program objectives and policies due to the fact that it is adjacent to other City-owned property, and

WHEREAS, Rebecca R. Porter, owner of the described real estate, has agreed to sell the property to the City of Newton, and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the acquisition of the real estate at

1311 1st Avenue East, legally described as:

Part of Lot 6 of the Replat of Lot "G" of the Southwest Quarter of the Northwest Quarter of Section 35, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book E, at Page 80 in the office of the Recorder of said County, described as: Commencing 62 feet East of the Northeast Corner of Lot 3 of the Replat of said Lot "G", run thence East 162 feet, thence South 125 feet to the point of beginning of the real property herein conveyed, thence East 50 feet, thence South 52 feet, thence West 50 feet, and thence North 52 feet to the place of beginning;

in accordance with the purchase agreement stipulating the following: a purchase price of \$42,000 with the City paying for closing costs and other settlement charges amounting to an estimated \$3,000, for a total amount of \$45,000 using D&D Bond Funds, is hereby approved.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that the Mayor is authorized to sign the offer to buy real estate.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



OFFER TO BUY REAL ESTATE AND ACCEPTANCE (D & D)

To: Rebecca R. Porter (herein designated as "Seller").

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 1311 - 1st Ave. E. in the City of Newton, Jasper County, Iowa, described as follows: EAST 50' X 52' LOT 6 OF LOT G SW NW together with any easements and servient estates appurtenant thereto, buildings and improvements, hereinafter collectively called "property".

~~\$42,000~~ **\$42,000** **PURCHASE PRICE.** City offers to buy said property for the total price of ~~-\$40,000~~ **Dollars and 00/100** (\$40,000), payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 13 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 20 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** The City shall pay property taxes that are due.

3. **SPECIAL ASSESSMENTS.** Seller shall pay all special assessments which are a lien on the date of acceptance of this offer.

4. **CLOSING AND POSSESSION.** **The Seller shall ensure that the property has been vacated and is unoccupied prior to closing.** The City and the Seller agree to close the sale of the **vacated** property within **90** days following final approval of this offer by the City Council and delivery to the City by the Seller a continued abstract of title showing free and merchantable title. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property and shall have ordered the disconnection of all utilities prior to transfer of title to the City.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and liability insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** (a) **This property is being acquired by the City. The Seller retains the right to salvage materials until transfer of title to the City.**

8. **STATUS QUO MAINTAINED.** Said real estate is being acquired by the City. The Seller shall not compromise the structural integrity of the buildings by their salvage operations. The Seller shall keep the buildings secured against entry until the time possession is given to the City.

9. **ENVIRONMENTAL MATTERS.**

(A). SELLERS warrant to the best of their knowledge and belief that there are no abandon wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: _____

(City YMD - 6/10/22

10. **ABSTRACT AND TITLE.** ~~Seller~~ shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to City for examination. The abstract shall become the property of the City when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Seller shall pay costs of additional abstracting and/or title work due to act or omission of seller, including transfers or death of Seller or assigns.

11. **DEED.** ^{by City YMD} Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

12. **FOR THE SELLERS:** JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers ('1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in said real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) City, in the event of the death of either Seller agrees to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller consistent with paragraph 11 above; unless and except this paragraph 12 is stricken from this agreement.

13. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if any, of other parties; abstracting; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. If title objections are made by the City and not corrected or resolved to City's satisfaction within sixty (60) days of the date of the City Attorney's Title Opinion

letter, or any extension of such date granted by the City in writing, the OFFER TO BUY REAL ESTATE AND ACCEPTANCE may be declared null and void in writing by the City at City's option.

15. **APPROVAL OF COURT.** If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

16. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.

17. **INTENTION OF USE OF WORDS AND PHRASES.** Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. **EXECUTION.** This offer to be accepted or rejected within ten (10) days from the date of this offer after which this offer shall be null and void.

19. **REPRESENTATIONS.** This document represents the entire agreement of both parties and can only be amended by a writing signed by both parties.

20. **APPROVAL. This offer shall not be binding upon the City of Newton until approval by Resolution of the Newton City Council.**

21. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with §516.13 The Code and agrees to execute the deed or real estate contract for this purpose.

22. **ANTI-MERGER PROVISION.** The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 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 warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.

23. **REPURCHASING PROVISION.** Seller and buyer agree that Seller and Seller's successors in interest, as set forth in paragraph 16 of this agreement, are prohibited from repurchasing the property while the property is owned by the City of Newton.

24. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction.

DATE OF OFFER June 10, 2022 Negotiator For City Melvin Duncan

CITY OF NEWTON, IOWA By _____ title _____ Date _____

The foregoing offer is accepted this _____ day of _____, 20____

Seller:

Seller's Spouse:

City of Newton Council Report

**Item:**

Resolution approving agreement with the property owner of 215 1st Ave W for non-standard improvements in the city right-of-way.

Report Number: 22-201**Date:**

June 20, 2022

Summary:

Approval of an application for a sidewalk patio in the right-of-way at 215 1st Ave W. Staff recommends voting no on the resolution.

Lead Department:

Public Works

Recommendation:

Deny/Vote No

Financial Impact:

\$88.20 in permit fee revenue

Background:

Maid Rite Restaurant, located at 215 1st Ave W, recently submitted an application to utilize a portion of the public sidewalk along the north side of their business for a patio seating area. Per the City's "Application for a Sidewalk Patio in the Public Right-of-Way"; the applicant was required to submit information on the proposed improvements, certificate of insurance coverage, outdoor service area authorization if serving alcohol or liquor, and acknowledgement of the rules of said application. City staff has reviewed the application, and recommend it be included as an attachment to the non-standard improvement agreement being considered with this resolution.

This non-standard improvement will require a signature by the property owner if approved. This agreement will be in effect for two years from the date of acceptance, and will require a renewal application to be made two months prior to the agreement's expiration.

Recommendation: Vote no on the attached resolution, which is written in the affirmative, for the following reasons:

- When including door swing from vehicles parking in adjacent on-street stalls the 5 foot minimum pedestrian pathway may not be met.
- Proposed patio location would cause pedestrian path to meander, which is inconsistent with ADA requirements
- Forcing pedestrians closer to the street would force them to step over a taller curb that is part of the drive-through approach.

Erin Chambers
Acting City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING AGREEMENT WITH THE PROPERTY OWNER
OF 215 1ST AVE W FOR NON-STANDARD IMPROVEMENTS IN THE CITY
RIGHT-OF-WAY.**

WHEREAS, Maid Rite Restaurant, located at 215 1st Ave W, recently submitted an application to utilize a portion of the public sidewalk along the north side of their business for a patio seating area; and

WHEREAS, per the City's "Application for a Sidewalk Patio in the Public Right-of-Way"; the applicant was required to submit information on the proposed improvements, certificate of insurance coverage, outdoor service area authorization if serving alcohol or liquor, and acknowledgement of the rules of said application; and

WHEREAS, City staff has reviewed the application, and recommend it be included as an attachment to the non-standard improvement agreement being considered with this resolution; and

WHEREAS, this non-standard improvement will require a signature by the property owner if approved; and

WHEREAS, this agreement will be in effect for two years from the date of acceptance, and will require a renewal application to be made two months prior to the agreement's expiration.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the non-standard improvement in the right-of-way agreement with the property owner of 215 1st Ave W is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Newton, Iowa, that that the Mayor and City Clerk are hereby directed to execute the said non-standard improvement in the right-of-way agreement with the owner.

PASSED this _____ day of June, 2022.

APPROVED this _____ day of June, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared By: Joe Grife - City of Newton Public Works – 403 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622, ext. 2309
Taxpayer: Michael Brown – 8061 N 19th Ave W – Colfax, IA 50054
Legal Description: The West Two-thirds of Lot Three in Block Nineteen in the City of Newton, Jasper County, Iowa
Parcel No: 0834153003

**AGREEMENT BETWEEN CITY OF NEWTON AND PROPERTY OWNERS DESIRING
NON-STANDARD IMPROVEMENTS IN CITY RIGHT-OF-WAY**

The City of Newton, Iowa, a municipal corporation under the laws of the State of Iowa, hereinafter called "City," and the following named property owner(s):

Michael Brown

8061 N 19th Ave W Colfax, IA 50054

hereinafter called "Owner(s)," hereby agree as follows:

1. Owner(s) own the following described property, hereinafter called "property":

Address: **215 1st Ave W**

Legal Description: **The West Two-thirds of Lot Three in Block Nineteen in the City of Newton, Jasper County, Iowa**

2. Owners desire to install, construct, repair or replace non-standard improvements in City right-of-way adjacent to said property. "Non-standard improvement" is defined as:

"An improvement which shall include but not be limited to a Sidewalk Patio in the Public Right-of-Way; brick, patterned concrete, concrete pavers and other similar materials installed within City right-of-way for pedestrian sidewalk and driveway purposes, including borders on portland cement concrete sidewalks or driveway. Also included in this definition are paved driveways installed within City right-of-way that are not constructed to the dimensions, materials, or other requirements as specified in the City of Newton's current driveway standard details and specifications."

The non-standard improvements owners and/or tenant(s) wish to make in the City right-of-way are described as follows:

Install a Sidewalk Patio in the Public Right-of-Way at 215 1st Ave W (Maid Rite Restaurant)

3. For and in consideration of City's permission to complete said non-standard improvements, Owner(s) agree to the conditions specified hereinafter and agree to undertake all of the responsibilities specified hereinafter.

4. City reserves and maintains all right to use and occupy the right-of-way area proposed to be the site of said non-standard improvements, including but not limited to the right to install streets, sidewalks, street signage and utilities. In the event that said non-standard improvements are subsequently damaged, displaced or destroyed by City's or City's franchised utilities use and occupancy of City's right-of-way, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City.

5. Owner(s) shall be responsible for normal periodic maintenance of said non-standard improvements, at Owner(s) cost. In the event any non-standard improvements become a nuisance, becomes damaged by accident or act of God, interferes or impedes the installation or maintenance of street, sidewalk, street signage, utilities or any other public works, or in any other way violates the Newton City Code or Code of Iowa, City shall give written notice to Owner(s) of the corrective or removal action required, and if Owner(s) fail or refuse to take such corrective action within ten (10) days, City reserves and maintains the right to remove said non-standard improvements. Under emergency circumstances or when public safety is endangered, City or any utility franchised by City may take immediate corrective or removal action without notice to Owner(s). In either event, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City, and City shall maintain right to recover costs of corrective or removal action by billing Owner or, if costs remain unpaid, by certifying the costs of such corrective or removal action to the County Assessor and County Treasurer for collection against Owner(s) property in the same manner as property taxes.

6. Owner(s) further agree to indemnify, defend and hold City harmless from any and all claims by third parties, City's employees, agents and subcontractors, and all employees, agents, assignees, subcontractors or licensees of Owner(s), arising directly or indirectly out of placement, maintenance, or use of non-standard improvements

7. Owner(s) agree to construct, maintain, and remove non-standard improvement in accordance with the terms of this agreement and in conformance with the following:

- a) **The tenant's Application for a Sidewalk Patio in the Public Right-of-Way dated May 9, 2022, and received by the City of Newton on May 9, 2022 (see attached).**

8. This agreement shall be a covenant running with Owner(s) land, and shall expire **two years** form the date of approval by the City of Newton.

Owner _____

STATE OF IOWA :
:SS
JASPER COUNTY:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa
(Typed Name) _____
My Commission Expires: _____

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated: _____

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF IOWA :
:SS
JASPER COUNTY:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(Printed Name) _____
Notary Public in and for the State of Iowa
My Commission Expires: _____



**APPLICATION FOR A SIDEWALK PATIO IN THE
PUBLIC RIGHT-OF-WAY**

CITY OF NEWTON, IOWA

GET TO KNOW *Newton*

January 11, 2022

Mr. Michael J. Brown
c/o Maid Rite
215 1st Avenue West
Newton, IA 50208

Dear Mr. Brown:

I hope the Holiday Season in Newton was a success for you and your Maid Rite business. You've certainly added some exciting new menu items to the traditional fare that Dan Holtkamp offered and I've no doubt you've received many compliments about the additions.

I wanted to follow up some earlier correspondence regarding the placement of your two small portable signs. While the sign on the sidewalk in front of your restaurant is allowable, the zoning code specifies that only one sign of that type is permitted where visible from a street or alley. If you would like to continue utilizing the sign currently sitting on the driveway to the west of your building, it would need to be located further south and east, facing the alley and parking lot behind your business. I have enclosed a Beacon aerial screen shot of your property and have inserted a red star where the second sign could sit and be in compliance. This is a generous interpretation of the zoning ordinance, but we want to allow you every opportunity to promote your business within the code.

On a related topic, the City strongly supports the use of sidewalk tables and chairs to create small outdoor dining areas, as long as it meets ADA and other city code requirements. Such dining areas on the public right-of-way are permitted through review and approval of an application, which is required prior to placement of outdoor tables and chairs on the sidewalk. In order to get ahead of the spring/summer seasons, I have also enclosed a copy of that application and would encourage you to fill it out as soon as possible. When the app is ready to be submitted, please call me and I will witness your signature as a Notary Public and hand-carry it in to the Community Services Department for approval.

Thank you very much for your cooperation with these matters, Mr. Brown. I look forward to hearing back from you soon and will be delighted to meet and talk with you at any time. Happy New Year and best of luck on continuing to grow your Maid Rite business here in Newton!

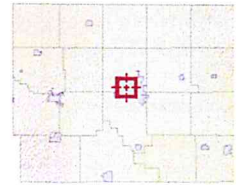
Best regards,



Craig Armstrong
Development Specialist
Mobile: 641-521-5455
craig@newtongov.org



Overview



Legend

Parcels

-  Parcel
-  BLL
-  Corporate Limits
-  Political Township

Roads

-  Local
-  Primary Highway
-  Secondary Highway
-  Other

Jasper County Data Disclaimer

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The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 1/10/2022

Last Data Uploaded: 1/7/2022 7:13:21 PM

Developed by  **Schneider**
GEOSPATIAL

Part 1

ESTABLISHMENT INFORMATION

Provide a brief description of the current establishment and the intended use of the area proposed to be located in City

right-of-way: 96 yr Transition of Serving, MAINE Rites
to the Community

Applicant Name _____

Doing Business As: Sandwiches Maine Right Phone # 641-792-4166

Establishment Street Address: 215 1st AVE W.

Contact Person: MICHAEL J. BROWN, Sr. Phone # 515-229-6581

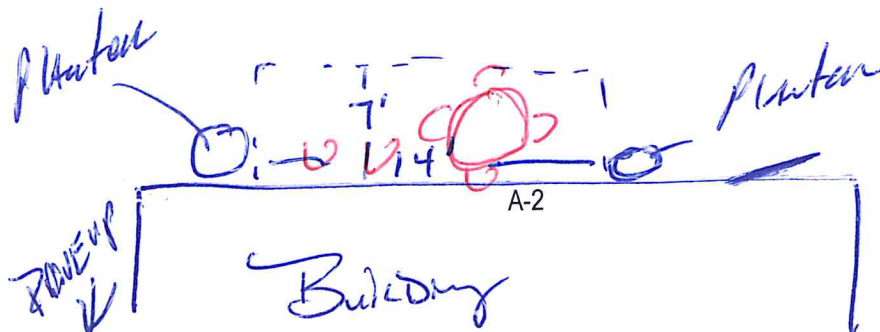
Mailing Address: 861 N 19th AVE W

Colfax, IA 50054

Property Owner: MICHAEL J. BROWN, Sr.

TABLE (in Red)
46 chairs

← Street → E
CROSS



Part 2
DESIGN SUBMITTAL REQUIREMENTS

A. TYPE OF DELINEATION

Please indicate the type of delineation proposed for the sidewalk patio:

_____ Temporary Fencing

_____ Anchored Fencing - (fencing bolted to pavement/brick/platform surface)

X Other - describe type of delineation proposed: Simple Table + Chairs
to Sit Eat & Relax

B. EXTERIOR DIAGRAM

1. All Delineation Types - Applicant must submit an exterior diagram which contains or addresses the following information or requirements:
 - a. Patio must be contiguous to premise.
 - b. Location of Patio in relation to the premise and area amenities such as buildings, vaults/chutes, bike racks, planters, curb line, trash receptacles, utility poles, etc.
 - c. Dimensions of patio and any openings within patio and premise (i.e. entrances/exits).
 - d. Designation of Pedestrian Walkway on Public Sidewalk: An unobstructed five foot (5') wide public pedestrian walkway around proposed patio must be maintained. The 5 foot wide pedestrian walkway shall be measured from the nearest amenity to the edge of the sidewalk patio. If nearest amenity is a tree, the dimension shall be from the outer edge of the tree ring at the paved surface. The pedestrian path shall be ADA-compliant.
 - e. The sidewalk patio may not encompass any public amenities, with the exception of trees, tree rings and light poles. If trees, tree rings or light poles are encompassed, they may not interfere with the care, maintenance or operation of the items.
 - f. The location of tables and chairs within the sidewalk patio: Placement and dimensions of tables, chairs, serving stands, or other within the patio shall be shown on the diagram so as to determine suitable ingress/egress routes in said patio.
 - g. If patio is located adjacent to an alley, the patio must be placed at least two feet (2') away from the alley. If patio is located on a street corner, the patio shall not be situated beyond the area defined by the building lines extended to the street.
 - h. No blockage of building entrances or exits may occur.
 - i. Sidewalk patios shall not block or restrict visibility in vehicle sight triangles.
2. Temporary Fencing - In addition to the items listed above, the exterior diagram must contain the following information:

- a. Temporary Fencing. Acceptable methods of delineation include, a lowered taut rope/chain or ribbon stanchion. Other methods of delineation will be considered as submitted.
 - b. Delineation must include a detectable barrier located at base of sidewalk patio perimeter which must be shown on diagram. Space between barriers shall not be greater than twelve inches (12"). This delineation is to provide a detectable barrier for those individuals who are visually impaired.
 - c. All other aspects of the proposed delineation shall be ADA-compliant for the visually impaired.
3. Anchored Fencing - The diagram must be drawn to adequately represent the type of materials, anchoring methods, and other pertinent details. In addition to the items listed above, the diagram must contain the following information:
- a. Schematic design of anchored fencing, including proposed type and design of fence material, height of fence (maximum height of 3', excluding finials), anchoring system and location of anchors.
 - b. Detail of proposed gates, if applicable, including location, swing radius, size and design.
 - c. Detail of how anchoring system will be maintained during winter months while fencing is removed to temporarily eliminate holes within the sidewalk which can pose a hazard to pedestrians.

Part 3

OTHER SUBMITTAL REQUIREMENTS

A. CERTIFICATE OF INSURANCE

Along with your application, a Certificate of Insurance must be submitted. The Certificate of Insurance shall contain an endorsement acknowledging and covering use of the public right-of-way as a sidewalk patio and shall contain at least the minimum coverage amounts shown below.

	<u>Per Occurrence</u>	<u>Aggregate</u>
1) Comprehensive General Liability		
Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
2) The City of Newton shall be named an additional insured.		
3) Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

B. AMENITY APPROVAL

Provide a complete description of proposed amenities. These submittals should include pictures, illustrations, or complete and accurate descriptions of all proposed furniture, fencing (temporary and/or anchored), any detectable barriers if utilizing temporary fencing and/or planters.

C. OUTDOOR SERVICE AREA AUTHORITY (ESTABLISHMENTS WITH LIQUOR LICENSES)

If the establishment has a Liquor License, it will be necessary to secure authorization from the State of Iowa to utilize an outdoor service area. Application for this authorization is obtained through Alcoholic Beverage Division website. If assistance is needed, please contact the City Clerk's office at 641-792-2787.

Part 4

FEES

A. APPLICATION REVIEW & PERMIT FEE:

Size of Sidewalk Patio: 75 sq. ft. x \$0.90 per sq. ft. = \$ 88.20 *14' WIDE, 7' Depth*

B. DEPOSIT:

Anchored Fencing requires a one-time refundable deposit of \$200 \$ *[Signature]*

TOTAL DUE PAYABLE TO CITY OF NEWTON*

\$ 88.20

*Please submit a check along with the application for the total amount

Part 5

SIGNATURE

Based on the information contained within this application, City Staff will review this application, and a Non-Standard ROW Improvement Agreement will be drafted for consideration by City Council if this submittal meets all requirements. In addition, the Non-Standard ROW Improvement Agreement, if approved, will require the Property Owner's signature should it be different than the applicant below.

An application which is incomplete or which does not contain accurate information shall be rejected. Please note the applicant's signature must be notarized.

I am an authorized representative of the establishment requesting permission to construct a sidewalk patio within public right-of-way. All information contained within the application is an accurate representation of the establishment's existing conditions and of the proposed sidewalk patio.

Applicant Signature

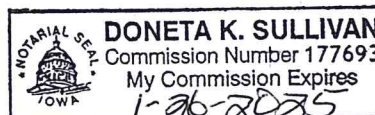
Date

State of Iowa)
) SS
Jasper County)

On this 9th day of May, 2022, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Michael Brown and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of Iowa

My commission expires 1-26, 2025



Part 6

APPLICATION SUBMITTAL CHECKLIST

The following is a summary of items that are to be submitted as part of the Sidewalk Patio Application:

- _____ Establishment Information (See Part 1)
- _____ Design Submittal Requirements and Drawing (See Part 2)
- _____ Certificate of Insurance (See Part 3)
- _____ Amenities Descriptions/Information (i.e. tables, chairs, fencing, barriers, planters)(See Part 3)
- _____ Documentation of Application for Outdoor Service Area Authority from State of Iowa (See Part 3 - Liquor license holders only)
- _____ Check Payable to City of Newton (See Part 4)
- _____ Application Signature (See Part 5)

Please note that if any of the above items are missing or deficient in any manner according to the instructions, the application will be considered incomplete. A letter will be sent to the applicant notifying them of the deficient items.

Each application will be reviewed on its own merit and is site specific.

APPLICATION PROCESS

- Please allow a minimum of 3 weeks for the approval process.
- If additional information/clarification is necessary, a letter will be sent to applicant with conditions and/or requests for further information.
- When the application has met the qualifications and requirements, a Non-Standard ROW Improvement Agreement will be drafted for consideration by City Council. In addition, the Non-Standard ROW Improvement Agreement, if approved, will require the Property Owner's signature should it be different than the applicant.
- Final approval for the improvement does not occur until the City Council approves the Non-Standard ROW Improvement Agreement, and said agreement is signed by all parties.
- After the Agreement is executed by all parties, the installation shall be coordinated with the Community Services Division (641-792-6622).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clemon-Maki Insurance 220 1st Ave W Newton, IA 502083722	CONTACT NAME: Lindsey Butler	
	PHONE (A/C, No., Ext): 641-792-5040 FAX (A/C, No.): 641-792-4754	
	E-MAIL ADDRESS: lbutler@clemonmaki.com	
INSURED Sandwiches Made Right Mike Brown 215 1st Ave W Newton, IA 50208	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westfield Touchstone Ins Co	16448
	INSURER B: MARKEL INSURANCE COMPANY	38970
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		174221R	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y		174221R	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC019268501	10/30/2021	10/30/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

The City of Newton is listed as an Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Newton 403 W 4th St N STE 501 Newton, IA 50208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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