

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).

August 01, 2022 6:00 p.m.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentations | 2. Progress Industries – Melissa Butler
3. Newton Main Street Economic Vitality Committee |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. July 18, 2022 Regular City Council Meeting Minutes
6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-07). (Council Report 22-224)
7. Resolution accepting completion of the Former Manufactured Gas Plant Site 2021 Remediation Project. (Council Report 22-225)
8. Resolution authorizing the submission of an application for Iowa Traffic Safety Improvement Program funding for ADA signal upgrades. (Council Report 22-226)
9. Resolution awarding contract for the Sanitary Sewer Manhole Restoration Project 2022-01. (Council Report 22-227)
10. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 5077. (Council Report 22-228)
11. Resolution approving the Farm to Table Special Events Application. (Council Report 22-229)
12. Approve Bills |
| Ordinances | 13. Third Consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 7 th Avenue East roadway located between the 600 and 700 blocks of East 27 th Street South, City of Newton, Jasper County, Iowa. (Council Report 22-207) |

- The proposal is to vacate the unimproved public roadway for South 7th Avenue East to the east of East 27th Street South and attach it to the abutting property on the north side.
- The Planning and Zoning Commission recommended approval of the right of way vacation at their meeting on June 7, 2022 subject to the establishment of a utility easement over the area.

14. Third Consideration of an Ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. (Council Report 22-206).

- Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy requested that the City of Newton enact an ordinance granting Black Hills Energy a new, nonexclusive twenty-five year franchise agreement to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa.
- This agreement would define the rights and responsibilities of both the City and Black Hills Energy.
- Staff recommends approval of the ordinance, which would replace Ordinance No. 1883 approved on August 18, 1997.

Resolution

15. Resolution dispensing with the special election requirement on the matter of granting a gas franchise to Black Hills/Iowa Gas Utility Company, LLC, d/b/a Black Hills Energy. (Council Report 22-230)

- Under the laws of the State of Iowa any gas franchise granted by the City shall be effective if submitted to the voters of said City in an election, or if the City Council dispenses with such election requirement if no petition is filed by voters of said City in accordance with section 362.4 of the Iowa Code.

16. Resolution Approving a Contract for Professional Community and Economic Development Services with the Newton Development Corporation for Fiscal Year 2022-23. (Council Report 22-231)

- Per City Code, outside agencies that receive Hotel/Motel Tax are to be under contract with the City.
- The contract for FY22-23 is substantially similar to the contract for the previous fiscal year.

17. Resolution approving an economic development grant agreement with the Newton Development Corporation (NDC) for the acquisition of 1311 1st Avenue East. (Council Report 22-232)

- The Newton Development Corporation has approached the City of Newton with a grant request for the acquisition of 1311 1st Avenue East in an amount not to exceed \$22,500.
- This acquisition is necessary for the future development of this property and the surrounding properties located within the First Avenue East Urban Renewal Area.

- NDC has agreed to seek a D&D demolition grant, demolish the home that currently sits on the property, develop conceptual drawings and work to secure a quality development at this site.
18. Resolution amending the eligibility boundary for the Newton Downtown Improvement Grant and Downtown Housing Grant Programs. (Council Report 22-233)
 - The amendment adds one city block to the eligibility boundary for the Newton Downtown Grant Programs, where targeted improvement and investment in private property is desired.
 19. Resolution to approve creating a temporary Firefighter/Paramedic position in the Fire Department. (Council Report 22-234)
 - The fire department currently has a shortage of staffing. One staff member is on light duty, another is out on injury perhaps permanently, and another leaving for a department in the Des Moines metro area. We have made an offer to a new employee which will exhaust our current hiring list. It will take approximately 90 days to certify a new candidate list through the Civil Service process.
 - We currently have a past firefighter/paramedic that was part of the department for a little over two years who is interested in this temporary position creating a seamless transition.
 - The temporary Firefighter/Paramedic position will be eliminated after successful replacement of the Firefighter/Paramedic position pending completion of certified firefighter hiring list.

Staff Reports

20. Mid-Year Police Report – Chief Rob Burdess

Discussion

21. Biweekly Pay Transition – Katrina Davis, Administrative Services Manager

Mayor/Council Comments

- 22.

Closed Session

23. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2022.

Return to Open Session

- 24.

Closed Session

25. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2022.

Return to Open Session

- 26.

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.

REGULAR CITY COUNCIL MEETING MINUTES

JULY 18, 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro Tem George presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

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

Rob Denson, President of Des Moines Area Community College proved an updated on everything that DMACC has been involved with and what if coming up.

Greg Oldsen with Jasper County Conservation was unable to attend.

During citizen participation Mark Vickroy, 404 E 12th St Place N, shared that the DMACC building trades group built a shed for him and did a fantastic job. He will also have them coming to redo a roof this fall. Donald Hemphill, 603 E 4th St N, spoke regarding a blocked view at the corner of N 4th Ave E and E 2nd St N due to parked cars. He also asked for assistance with issues in the alley adjacent to his property. Donna Stumme, 401 E 10th St S, spoke regarding dogs at large and the issue she encountered from a dog on her property.

Moved by Dalton, seconded by Hallam to approve consent agenda items 5-20.

5. July 05, 2022 Regular City Council Meeting Minutes
6. July 11, 2022 Special City Council Workshop Minutes
7. Approve Liquor Licenses for the following: Nostalgia Wine & Spirits, 109 N 2nd Ave E, Extending Outdoor Service August 27, 2022; Newton Post No. 111, The American Legion, Special Event August 12, 2022 – Thunder Nights, 101 1st St N;
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-06). Resolution 2022-206 adopted.
9. Resolution approving the revised purchase of materials for the Woodland Park Small Shelters Replacement Project. Resolution 2022-207 adopted.
10. Resolution Amending the City of Newton Community Services Park Fee Schedule. Resolution 2022-208 adopted.
11. Resolution approving the purchase of materials for the Maytag Bowl Wood Bench Replacement Project. Resolution 2022-209 adopted.
12. Resolution approving a revision to the 2022 Cemetery Rules and Regulations for Union Cemetery and Memorial Park Cemetery. Resolution 2022-210 adopted.
13. Resolution Authorizing Additional Fund Transfers in FY21/22. Resolution 2022-211 adopted.
14. Resolution awarding the purchase of a fire station alerting system. Resolution 2022-212 adopted.
15. Resolution to take part in three FY23 Tourism Co-op advertising opportunities with the Iowa Tourism Office. Resolution 2022-213 adopted.
16. Resolution approving agreement with the property owner of 109 N 2nd Ave E for non-standard improvements in the city right-of-way. Resolution 2022-214 adopted.
17. Resolution approving a Telecommunications Licensing Agreement with NEXTLINK. Resolution 2022-215 adopted.
18. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the North Central Urban Renewal Area. Resolution 2022-216 adopted.
19. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the 2022 Union Cemetery Paving Project. Resolution 2022-217 adopted.

AYES: Six. NAYS: None. Consent Agenda was adopted.

Mayor Pro Tem George stated that this is the time and place for a Public Hearing on Resolution Adopting the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027. There were no written comments. Moved by Wade, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Hallam, seconded by Trotter to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2022-218 adopted.

Moved by Ervin, seconded by Wade to approve the Second Consideration of an Ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. AYES: Six. NAYS: None. Second consideration was approved.

Moved by Ervin, seconded by Hallam to approve the Second Consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South, City of Newton, Jasper County, Iowa. AYES: Six. NAYS: Second consideration was approved.

Moved by Hallam, seconded by Ervin to adopt the Resolution accepting a Prairie Meadows Community Betterment Grant for the Proposed Sunset Dog Park. AYES: Six. NAYS: None. Resolution 2022-219 adopted.

During Mayor/Council comments Hallam was appreciative that so many citizens participated in the meeting. Ervin spoke regarding the Indy Race coming up and the PGI events.

Moved by Trotter, seconded by Dalton to adjourn the meeting at 6.54 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-07).

Report Number: 22-224

Date:

August 1, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$4,124.07

Background:

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

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

Recommendation:

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

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 22-07)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 22-07: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 22-07: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 22-07: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 22-07: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-07: 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
Farrell Properties Inc	827326018	812 1st St N	Newton	\$93,920	\$60.00	\$75.00	\$135.00	NORTH ADD S 114.18' OF W 132' LOT 14	6/5/2022
RC Homes LLC	827477009	901 N 6th Ave E	Newton	\$56,980	\$60.00	\$60.00	\$120.00	LONG'S SD LOT 21	6/5/2022
Jerome Morris	834162005	324 W 3rd St S	Newton	\$189,610	\$60.00	\$60.00	\$120.00	ORIGINAL PLAT LOT 6 OUTLOT 16	6/5/2022
Ruth Stewart	833102012	211 W 16TH ST N	Newton	\$101,570	\$479.07	\$100.00	\$579.07	HILLCREST PLACE LOT 9 BLK A	6/3/2022
Sara Diane Baker	827104005	104 N 16th Ave W	Newton	\$48,260	\$90.00	\$75.00	\$165.00	NELSON'S SD LOT 13	6/3/2022
Aubrey Barney	1304202012	1108 S 14th Ave W	Newton	\$198,210	\$60.00	\$100.00	\$160.00	ELM PARK PLACE PLAT NO. 2 LOT 40	6/11/2022
Dolan & Dixie Cowden	826380007	612 E 17th St N	Newton	\$174,960	\$60.00	\$75.00	\$135.00	FRANKLIN PARK ADD PLAT IV, LOT 50 & N 9' LOT 49	6/11/2022
Farrell Properties Inc	834303022	611 W 2nd St S	Newton	\$92,170	\$150.00	\$75.00	\$225.00	STONE'S ADD LOT 21	6/10/2022
Harold Livengood	833453002	1100 Woodland Drive	Newton	\$225,930	\$210.00	\$75.00	\$285.00	ELM PARK AMENDED PLAT LOT 4 SECTION G EX E 20'	6/10/2022
Randy Cline	835426029	701 E 24th St S	Newton	\$73,480	\$120.00	\$75.00	\$195.00	AURORA HEIGHTS SD LOT 14 BLK O	6/11/2022
Golden Hammer Contractors	834279017	900 S 5th Ave E	Newton	\$22,570	\$60.00	\$75.00	\$135.00	LUSK'S SD LOT C	6/16/2022
Golden Hammer Contractors	834281034	1106 S 5th Ave E	Newton	\$21,440	\$60.00	\$75.00	\$135.00	JONES' SD E 1/2 OF S 178' LOT A BLK U	6/16/2022
Allen Majors	834327004	518 E 2nd St S	Newton	\$134,140	\$45.00	\$75.00	\$120.00	CLAUSSEN'S SD LOT 4 BLK 2	6/16/2022
Betty Snodgrass	833104014	1600 1st Ave W	Newton	\$47,410	\$45.00	\$75.00	\$120.00	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	6/16/2022
Rogue 22 LLC	834160010	321 W 3rd St S	Newton	\$209,650	\$60.00	\$75.00	\$135.00	PARDOE'S SD OUTLOT 15 S 74.25' LOTS 7-8 BLK 1 EX N 3' OF W 35' OF S 74.25' LOT 7	6/17/2022
Linda Rice	835402011	514 E 20th St S	Newton	\$118,780	\$120.00	\$75.00	\$195.00	AURORA HEIGHTS SD LOT 11 BLK E	6/22/2022
Farrell Properties Inc	827326018	812 1st St N	Newton	\$93,920	\$180.00	\$100.00	\$280.00	NORTH ADD S 114.18' OF W 132' LOT 14	6/22/2022
Donald & Janelle Darrah	833479017	1017 W 4th St S	Newton	\$45,480	\$60.00	\$75.00	\$135.00	CARRIER'S MEADOWS N 50' OF S 105' LOT B BLK 1	6/22/2022
Raul Lopez	834201019	604 N 3rd Ave E	Newton	\$73,260	\$30.00	\$75.00	\$105.00	COONEY'S SD LOT T EX 50' X 132' IN SW COR	6/22/2022
Sara Diane Baker	827104005	104 N 16th Ave W	Newton	\$48,260	\$90.00	\$100.00	\$190.00	NELSON'S SD LOT 13	6/28/2022
Michael Whelan	833484007	501 S 11th Ave W	Newton	\$143,790	\$60.00	\$75.00	\$135.00	CARRIER'S MEADOWS LOT 19 EX E 10.25' & E 30.75' LOTS 10 & 13 BLK A	6/28/2022
RC Homes LLC	827477009	901 N 6th Ave E	Newton	\$56,980	\$60.00	\$100.00	\$160.00	LONG'S SD LOT 21	6/28/2022
Ruth Stewart	833102012	211 W 16TH ST N	Newton	\$101,570	\$60.00	\$100.00	\$160.00	HILLCREST PLACE LOT 9 BLK A	6/28/2022
Total							\$4,124.07		

City of Newton Council Report

**Item:**

Resolution accepting completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

Report Number: 22-225

Date:

August 1, 2022

Summary:

Accept the project and release final payment for the site remediation work completed by Arrowhead Contracting.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$679,880.00; and this action would accept the project and authorize payment of the retainage amount of \$33,130.50.

Background:

The City of Newton operated a manufactured gas plant near W 3rd St N and N 6th Ave W from 1911 to 1948. The manufactured gas plant used a gasometer, which is a large (30,000 cubic foot) underground vault. A byproduct from the manufactured gas process was a coal tar material. Records indicate that a small percentage of this coal tar material was disposed on site. Portions of the gas plant building were removed in the 1950's. The relief holder and gasometer remain underground on the site to this day. The remediation of each structure, as directed by the Iowa DNR, is the main focus of this project.

City Council passed Resolution 2021-236 on September 7, 2021 awarding a contract to Arrowhead Contracting of Lenexa, Kansas in the amount of \$679,880.00.

Arrowhead Contracting has completed the remediation work, and the project's 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. The final contract amount, based on actual measured quantities of work, is \$662,609.98; which is \$17,270.02 under the original contract amount.

Recommendation:

City staff recommends accepting the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project, and authorizing the retainage amount of \$33,130.50 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION ACCEPTING COMPLETION OF THE FORMER MANUFACTURED
GAS PLANT SITE 2021 REMEDIATION PROJECT.**

WHEREAS, the City of Newton operated a manufactured gas plant near W 3rd St N and N 6th Ave W from 1911 to 1948; and

WHEREAS, the relief holder and gasometer remain underground on the site to this day;
and

WHEREAS, the remediation of each structure, as directed by the Iowa DNR, is the main focus of this project; and

WHEREAS, City Council passed Resolution 2021-236 on September 7, 2021 awarding a contract to Arrowhead Contracting of Lenexa, Kansas in the amount of \$679,880.00; and

WHEREAS, Arrowhead Contracting has completed the remediation work, and the project's 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; and

WHEREAS, City staff recommends accepting the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project, and authorizing the release of the retainage.

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 Community Services Director to execute payment of the retainer in the amount of \$33,130.50 to Arrowhead Contracting of Lenexa, Kansas no sooner than 30 days after approval of this resolution should no claims be on file; with said payment being made using 2022 bond proceeds.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the submission of an application for Iowa Traffic Safety Improvement Program funding for ADA signal upgrades.

Summary: To apply for funding to install ADA compliant signal upgrades at signalized intersections.

Financial Impact: None at this time



Report Number: 22-226

Date: Aug 1, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

There are currently 5 signalized intersections on 1st Ave E that do not have ADA signals with audible sound and pedestrian count down heads. For those with certain disabilities, it can make it hard to know when it is safe to cross the intersection. To help assist disabled pedestrians cross intersections, audible sounds and count down signal's improvements are commonly used.

The Iowa Department of Transportation (DOT) Traffic Safety Improvement Program (TSIP) provides funding for these ADA signal upgrades. The TSIP program is funded by Iowa's Road Use Tax and can pay up to 100% of project equipment costs for upgrades to pedestrian control devices. Staff recommends applying for a grant to help provide pedestrian signal upgrades to these 5 intersections.

The City of Newton desires to make an application to the IDOT TSIP fund to provide ADA upgrades for these 5 signalized intersections. Applications for TSIP funding are due August 15, 2022.

Recommendation:

It is recommended that the City Council adopt the attached resolution accepting and authorizing submission of a Traffic Safety Improvement Program (TSIP) application to the Iowa Department of Transportation. If the project is selected to be funded, all or a portion of the equipment purchase of the project could be paid by the TSIP grant funds.

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

Matt Muckler
City Administrator

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN
APPLICATION FOR IOWA TRAFFIC SAFETY IMPROVEMENT
PROGRAM FUNDING FOR ADA SIGNAL UPGRADES.**

WHEREAS, There are currently 5 signalized intersections on 1st Ave E that do not have ADA signals with audible sound and pedestrian count down heads. For those with certain disabilities, it can make it hard to know when it is safe to cross the intersection. To help assist disabled pedestrians cross intersections, audible sounds and count down signal's improvements are commonly used; and

WHEREAS The Iowa Department of Transportation (DOT) Traffic Safety Improvement Program (TSIP) provides funding for these ADA signal upgrades. The TSIP program is funded by Iowa's Road Use Tax and can pay up to 100% of project equipment costs for upgrades to pedestrian control devices. Staff recommends applying for a grant to help provide pedestrian signal upgrades to these 5 intersections; and

WHEREAS, The City of Newton desires to make an application to the TSIP fund to provide ADA upgrades for these 5 signalized intersections. Applications for TSIP funding are due August 15, 2022.

NOW, THEREFORE, BE IT RESOLVED,

1. The City hereby endorses the Application for Traffic Safety Improvement Program funding for ADA pedestrian signal upgrades.
2. Authorizes the Mayor to sign this resolution
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Public Works Director is hereby authorized to execute the Application.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution awarding contract for the Sanitary Sewer Manhole Restoration Project 2022-01.

Summary: Project consists of rehabilitating 11 manholes.

Financial Impact: \$36,836.80 from WPC I&I operating budget



Report Number: 22-227

Date: August 1, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

These Existing Sanitary Manhole's are approaching 51 years old and have begun to show their age. This project includes removing and replacing 11 Manhole Castings and 9 of those receiving a Centrifugally Cast Mortar Liner to extend the life of the infrastructure and prevent Inflow and Infiltration. Engineers estimate for this project was \$36,400.00.

Plans and specs for this project were uploaded to the state wide MBI plan room on July 6, 2022. Three contractors from the plan holders list inquired into the Sanitary Sewer Manhole Restoration Project 2022-01.

The following bid was received and opened on July 21, 2022:

<u>Company</u>	<u>Bid Price</u>
Hydro-Klean, LLC, Des Moines, IA	\$36,836.80

The low bidder is Hydro-Klean, LLC, Des Moines, IA in the amount of \$36,836.80. The completion date of the project is October 31, 2022.

Recommendation:

Award the project to the lowest, responsive, responsible bidder, Hydro-Klean, LLC, Des Moines, IA in the amount of \$36,836.80, paid from the WPC I&I operating budget

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AWARDING CONTRACT FOR THE
SANITARY SEWER MANHOLE RESTORATION PROJECT 2022-01.**

WHEREAS, These Existing Sanitary Manhole's are approaching 51 years old and have begun to show their age. This project includes removing and replacing 11 Manhole Castings and 9 of those receiving a Centrifugally Cast Mortar Liner to extend the life of the infrastructure and prevent Inflow and Infiltration; and

WHEREAS, sealed bids were received and opened on July 21, 2022; and

WHEREAS Hydro-Klean, LLC, Des Moines, IA was the lowest responsive, responsible bidder in the amount of \$36,836.80 for the 2022-01 Sewer Manhole Restoration Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Hydro-Klean, LLC, Des Moines, IA, in the amount of Thirty-Six Thousand Eight Hundred Thirty Six Dollars and Eighty Cents (\$36,836.80) for the 2022-01 Sewer Manhole Restoration Project, all as described in the plans and specifications, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Hydro-Klean, LLC, Des Moines, IA for the 2022-01 Sewer Manhole Restoration Project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 5077

Report Number: 22-228

Date:

August 1, 2022

Summary:

An agreement with Unite Private Networks to utilize public right-of-way for the extension of an existing communications network.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

\$168.00 fee to be paid to the City by Unite Private Networks.

Background:

Unite Private Networks of Kansas City, Missouri is proposing an extension of their existing telecommunications system in Newton. The proposed route begins at an existing hand hole on the north side of N 19th Ave E near the intersection of 1st St N and then continues east to 910 N 19th Ave E to a proposed hand hole, route then continues onto private property.

The proposed underground portion of the route includes 2,800 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in City of Newton right-of-way is \$168.00.

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

Recommendation:

Approval of the telecommunications licensing agreement with Unite Private Networks of Kansas City, Missouri.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS –
UPN 5077**

WHEREAS, Unite Private Networks of Kansas City, Missouri has requested the use of City owned right-of-way for the construction and maintenance of a telecommunications system; and

WHEREAS, said telecommunications system would be an extension of an existing communications system installed previously; and

WHEREAS, The proposed route begins at an existing hand hole on the north side of N 19th Ave E near the intersection of 1st St N and then continues east to 910 N 19th Ave E to a proposed hand hole, route then continues onto private property; and

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

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

WHEREAS, the proposed underground portion of the route includes 2,800 LF of improvements in the City of Newton right-of-way; and

WHEREAS, Based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in City of Newton right-of-way is \$168.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Unite Private Networks of Kansas City, Missouri.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$168.00 (One Hundred Sixty-Eight Dollars and Zero Cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring compensation from telecommunications providers on a competitively neutral and

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$168.00, the City shall refund the excess of \$168.00 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction,

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

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

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

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation with sod in conformance with city ordinances and in accordance with standard local practices for placing sod.

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for

curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by

ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

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

If to City:	Newton Public Works Director 403 W 4th St N, Suite 501 Newton, Iowa 50208
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If to Licensee:	Unity Private Networks 7200 NW 86th Street, Suite M Kansas City, MO 64153
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Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on the date of mailing in done by certified mail, or otherwise on the date actual notice is received.

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

CITY OF NEWTON

By: _____

By: _____
Michael L. Hansen, Mayor

Title: _____

Attest: _____
City Clerk

City of Newton Council Report

Item: Resolution approving the Farm to Table Special Events Application.

Summary: Resolution to approve the special events application for Farm to Table event less than 60 days prior to event per approved City policy.

Financial Impact: No financial impact by approving the application.



Report Number: 22-229

Date: August 1, 2022

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The City Council approved the use of a special events application process on June 6, 2022 that requires organizers of special events to provide information to staff for the purposes of planning larger events. The special event included in this application is for the Farm to Table Dinner sponsored by Newton Main Street to be held on August 27, 2022. The proposal includes closure of N 2nd Avenue from 1st Street east to the alley at mid-block. This event is estimated to have no more than 125 attendees and will close the street from 3:00 PM to 8:00 PM. In the event of rain, the event will be moved to the Hotel Maytag Ballroom. This special event is coming before City Council simply because of time constraints. City staff cannot approve an application that is submitted less than 60 days prior to an event.

RECOMMENDATION

City Staff recommends Council approve the Special Events Application submitted by Newton Main Street for the Farm to Table event to be held in the downtown area on August 27, 2022 between the hours of 3:00 PM and 8:00 PM.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING THE FARM TO TABLE SPECIAL EVENTS
APPLICATION**

WHEREAS, City Council approved the use of a special events policy on June 6, 2022 requiring organizers of special events to provide information to staff for the purposes of planning larger events; and

WHEREAS, this event plans to close North Second Avenue East from First Street to the east to the alley mid-block and from 3:00 – 8:00 PM; and

WHEREAS, this event meets all application requirements and requires City Council approval as City staff cannot approve an application that is submitted less than 60 days prior to an event; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the application for the Farm to Table Dinner sponsored by Newton Main Street is approved.

PASSED this _____ day of August 2022.

APPROVED this _____ day of August 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 8-2-22

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,356.85
Acushnet Company	Golf	Merchandise	\$ 488.04
Airport Lighting Company	Airport	Supplies	\$ 473.92
Alliant Energy/IPL	All	Utility	\$ 3,705.17
Amazon Capital Services	All	Supplies	\$ 1,910.23
American Planning Association	Planning & Zoning	Dues	\$ 624.00
Arrowhead Contracting Inc	N Central TIF RESO 2021-236	Service	\$ 57,777.16
Baker & Taylor	Library	Books	\$ 3,242.63
Baker & Taylor Entertainment	Library	DVDs	\$ 243.37
Barney's Wrecker & Crane	Police	Service	\$ 200.00
BMI	Parks	License	\$ 391.00
Bolton & Menk Inc	All	Service	\$ 30,046.50
Book Farm LLC	Library	Books	\$ 2,755.30
Bound Tree Medical LLC	Fire/Police	Supplies	\$ 3,017.41
Capital One	All	Supplies	\$ 878.65
Cappy's Tire & Auto Service	Cemetery/Parks	Service	\$ 499.47
Carl's Window Service	Library	Service	\$ 90.00
Center Point Large Print	Library	Books	\$ 100.00
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 369.00
Cintas	All	Service	\$ 495.65
Civic Systems LLC	Finance	Service	\$ 6,644.00
Civicplus	Community Marketing	Service	\$ 1,934.44
Cummins Sales and Service	Library	Service	\$ 842.97
D & K Products	Golf	Supplies	\$ 2,575.90
Dannen, Shannon	D&D Program	Service	\$ 932.00
Davis Equipment Corp	Golf	Supplies	\$ 616.62
Decker Sporting Goods	Parks	Supplies	\$ 4,708.20
Des Moines Stamp Mfg	Library	Supplies	\$ 61.00
Digium Cloud Services LLC	Fire	Service	\$ 406.00
DLT Solutions	All	Service	\$ 5,533.03
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 67,249.20
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes Office Solutions	Golf/Library	Supplies	\$ 564.97
FOX Strand	WPC RESO 2020-267/268	Service	\$ 3,570.00
Galls LLC	Fire	Supplies	\$ 408.25
Gregg Young Auto Center	Police	Service	\$ 1,229.95
Harris Golf Cars	Golf	Supplies	\$ 359.61
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,033.80
Heisdorffer, Landon	Maytag Pool	Clothing	\$ 50.00
Hewitt Service Center	City Garage	Supplies	\$ 438.50
HILTI Inc	Street	Service	\$ 870.36
Hornung's	Golf	Merchandise	\$ 196.71
Hy-Vee Inc	All	Supplies	\$ 288.91
Iowa Communities Assurance Pool	Tort Liability	Service	\$ 1,350.00
Iowa Dept of Natural Resources	Landfill	Service	\$ 23,719.37
Iowa Division of Labor Service	Airport	Inspection	\$ 40.00
Iowa Inspections	Fire	Service	\$ 1,100.00
Iowa One Call	Engineering/WPC	Service	\$ 242.30

Iowa State University Registration	Administration	Training	\$ 195.00
Iowa Workforce Development	Admin/Landfill	Service	\$ 558.00
Isolved Benefit Services	Finance	Service	\$ 93.07
Jasper County Recorder	Storm Water	Service	\$ 17.00
Jeff Seals Construction	Library	Maintenance	\$ 2,435.00
Johnson Aviation	Airport	Service	\$ 3,300.57
Karsten, Matthew	Maytag Pool	Clothing	\$ 44.13
Keystone Labs	All	Service	\$ 4,326.45
Kinetic Edge Physical Therapy	Water Pollution Control	Service	\$ 418.00
Klein, Rebecca	Library	Reimbursement	\$ 96.28
Knight, Sarrah	Library	Reimbursement	\$ 96.28
Knox Company	Fire	Supplies	\$ 1,472.00
Logan Contractors Supply	Storm Water/Street	Supplies	\$ 1,407.00
Lovan, Kyle	Police	Reimbursement	\$ 23.06
Lyman, Rick	All	Service	\$ 6,754.77
Mahaska Bottling Co	Golf/Pool	Concessions	\$ 2,259.55
Manatts - D.M.	Storm Water/Street	Service	\$ 9,314.30
Martin Marietta Materials	Snow Removal/Street	Supplies	\$ 2,413.45
Martin's Flag Company	Street	Supplies	\$ 620.90
Maxim Advertising	Administration	Service	\$ 30.00
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 357.34
MG Laundry Corporation	City Center/Fire	Service	\$ 120.65
Midwest Lawn Services	City Center/Library	Service	\$ 2,275.00
Midwest Turf Support	Golf	Supplies	\$ 1,551.02
Miller, Ben	Parks	Service	\$ 360.00
MTI Distributing Inc	Parks	Supplies	\$ 604.40
Murphy Tractor & Equipment	Landfill	Service	\$ 1,656.07
NAPA Auto Parts	All	Supplies	\$ 1,847.85
Newton Main Street	North Central TIF	Contribution	\$ 27,500.00
Newton News	Fire	Subscription	\$ 132.00
O'Halloran International	City Garage	Supplies	\$ 1,895.06
O'Reilly Auto Parts	Parks	Supplies	\$ 10.20
POS Paper	Police	Supplies	\$ 64.10
Preferred Pest Control Inc	Library	Service	\$ 739.67
Premier Office Equipment	Executive	Service	\$ 71.06
Quill Corporation	All	Supplies	\$ 287.73
Ray, Lillie	Maytag Pool	Clothing	\$ 50.00
Ray, Peyton	Maytag Pool	Clothing	\$ 50.00
Ray, Randy	Parks	Service	\$ 360.00
Regal Clean LLC	City Center	Service	\$ 2,974.22
Regents of the University of Minnesota	Library	Supplies	\$ 722.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 813.78
Rhino Industries Inc	Water Pollution Control	Supplies	\$ 1,250.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 1,096.14
SchoolLife	Library	Supplies	\$ 108.45
Spahn & Rose Lumber Co	All	Supplies	\$ 1,229.17
Springer Professional Home Services	Library	Service	\$ 58.30
Stewart, Aaron	Maytag Pool	Reimbursement	\$ 150.00
Streeter, Candace	Finance	Reimbursement	\$ 160.70
Studio Melee	Library	Consulting	\$ 2,415.00
Terracon Consultants Inc	N Central TIF RESO 2021-213	Service	\$ 714.20
Terry, Nicole	Library	Reimbursement	\$ 96.28
Theisen's	All	Supplies	\$ 630.70
Theisen's Marshalltown	Street	Supplies	\$ 154.99

TK Concrete Inc	City Center RESO 2022-106	Service	\$ 97,866.63
TK Elevator	City Center	Service	\$ 198.65
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 2,110.50
Townsend Crane Service	Water Pollution Control	Service	\$ 1,300.00
True Value Hardware	All	Supplies	\$ 389.54
United Healthcare	Fire	Reimbursement	\$ 103.67
UnityPoint Clinic-Occupational	Water Pollution Control	Service	\$ 84.00
University Enterprises Inc	Water Pollution Control	Supplies	\$ 212.00
Van Meter Inc	Landfill	Supplies	\$ 568.68
Van Wall Equipment	Parks	Supplies	\$ 339.26
Vernon Co	Library	Service	\$ 254.77
Walsh Door & Hardware	Police	Service	\$ 293.00
Warnick & Reeves Mechanical	Airport/City Center	Service	\$ 833.05
Water Department	All	Utility	\$ 2,589.78
Wilson's Gun Shop Inc	Police	Supplies	\$ 29.15
Zoll	Fire	Supplies	\$ 1,008.14
Total			\$ 437,731.90

Pre-Authorized Payments

Beverage Distributors of Iowa	Golf	Concessions	\$ 540.60
Black Hills Energy	All	Utilities	\$ 2,587.16
Dish Network	Airport	Utilities	\$ 142.07
Doll Distributing	Golf	Concessions	\$ 1,189.43
In-Roads LLC	RUT - RESO 2022-193	Service	\$ 54,533.06
Iowa Beverage Systyems	Golf	Concessions	\$ 571.20
Johnson Brothers of Iowa	Golf	Concessions	\$ 508.20
Klett, Adam	Parks - RESO 2021-307	Service	\$ 1,000.00
Mattingly, Paul	N. Central TIF RESO 2022-181	Grant	\$ 2,250.00
Mediacom	Admin	Utilities	\$ 306.90
Newton Development Corp	Speedway TIF RESO 2022-030	Contribution	\$ 33,000.00
Newton Main Street	SSMID RESO 2022-192	Supplies	\$ 2,625.00
Stivers Ford	Street RESO 2021-120	Vehicles	\$ 29,384.00
United States Cellular	All	Utilities	\$ 256.85
Verizon Wireless	All	Utilities	\$ 50.03
Windstream	All	Utilities	\$ 1,932.53
Total			\$ 130,877.03

City of Newton Council Report

Item: An ordinance vacating and disposing of the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South, City of Newton, Jasper County, Iowa.

Summary: The proposal is to vacate the public roadway and attach it to the abutting property on the north side.

Financial Impact: No Cost.



Report Number: 22-207

Date: July 5, 2022

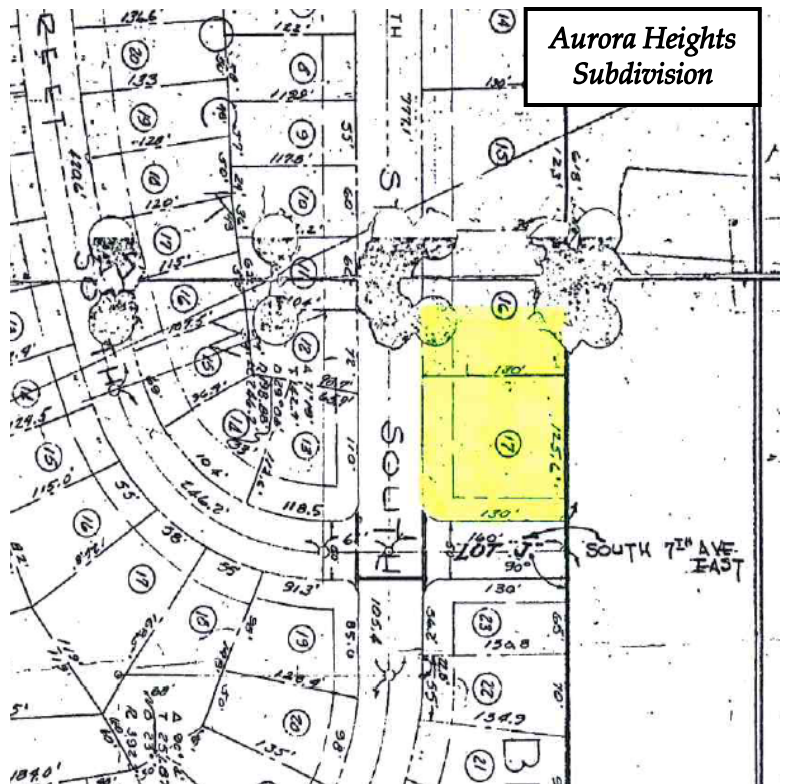
Lead Department:
Community Development
Department

Recommendation:
Approve

Summary: The proposal is to vacate the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South. The subject roadway was originally platted (Aurora Heights Subdivision, 1954) to serve as a future connection of South 7th Avenue East to extend eastward into what is now developed as single family homes in Eastgate Meadows Phase I subdivision (1998).

The subject roadway to be vacated is indicated by a yellow outline on the aerial image below, and the property to the north (receiving the land from the street vacation) is highlighted in yellow on the clipping of the Aurora Heights Subdivision found below.

Other than underground utilities which are to be protected by easement, the land serves no public purpose. The proposed vacation will not pose a circulation problem for the block or neighborhood and would assign the full width of the roadway to the property to the north.



Planning and Zoning Commission: At their meeting on June 7, 2022, the Planning and Zoning Commission unanimously approved a motion to recommend approval of the proposed South 7th Avenue East street vacation and assign the full width of the roadway to the property adjacent and to the north of the subject roadway subject to the following conditions:

- Newton Public Works shall no longer be responsible for maintenance of the stub street (all pavement extending beyond the east curb line of E. 27th St. S.), as it will now be recognized as a private driveway approach. Any improvements or alterations made by the property owner shall bring the approach into compliance with current city standards.
- A permanent access and maintenance easement shall be acquired for the city-owned sanitary and storm sewers located in the general area. The use of the land shall meet all established minimum city code requirements.

Notice of Proposal: The abutting property owners received a letter notification via USPS mail in advance of the Planning and Zoning Commission meeting held on June 7, 2022 and the City Council meeting on July 5, 2022. Notice was also published in the Newton Daily News in advance of the June 7th Planning and Zoning Commission meeting on May 31st as well as in advance of the July 5th City Council meeting (published on June 28th).

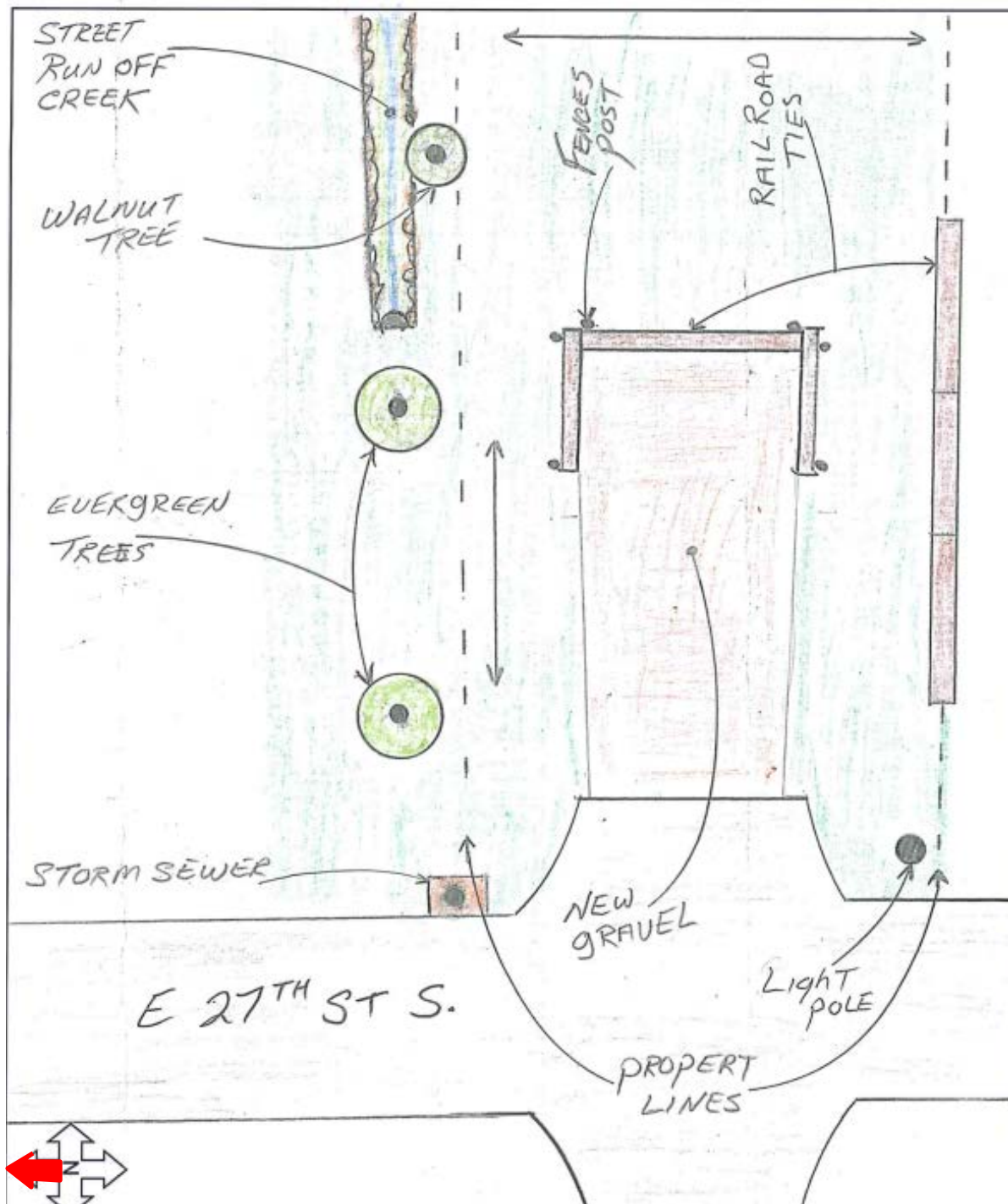
City Council Review: Street and alley vacations are adopted by ordinance, so this action is subject to 3 readings.

Recommendation: Staff recommends approval.

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

Matt Muckler
City Administrator

Sketch Layout by abutting owner for proposed use of unimproved roadway:



Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Address Tax Statements to:
Vincent R. Haydon, 604 East 27th Street South, Newton, Iowa 50208

ORDINANCE NO. _____

AN ORDINANCE VACATING AND DISPOSING OF THE FULL WIDTH OF THE EAST-TO-WEST SOUTH 7TH AVENUE EAST ROADWAY LOCATED BETWEEN THE 600 AND 700 BLOCKS OF EAST 27TH STREET SOUTH, CITY OF NEWTON, JASPER COUNTY, IOWA.

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

Section 1. Disposal of Real Estate. Following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows:

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

is of no benefit to the public and should be vacated and conveyed by the City of Newton, Iowa under authority of Iowa Code § 354.23.

Section 2. Real Estate Conveyed. Pursuant to Iowa Code § 354.23, the City Council declares the City right-of-way described in Section 1 above is hereby vacated, conveyed, and quitclaimed as follows:

Vincent R. Haydon (604 East 27th Street South, Newton, Iowa 50208): The full width of the east-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South as described above in Aurora Heights Subdivision Plat Number Five, City of Newton, Jasper County, Iowa;

Section 3. Recording. The City Clerk is directed to deliver this ordinance to the County Recorder according to Iowa Code § 354.23. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 4. Exemption. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 5. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. Effective. This ordinance shall be effective from and after the final passage, approval and publication as provided by law.

PASSED this _____ day of August 2022.

APPROVED this _____ day of August 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

First Consideration: _____
Public Hearing: _____
Second Consideration: _____
Third Consideration: _____

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the forgoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2022, and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the County of Jasper, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa; that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of said City of Newton, Iowa, by authority of the City Council; and that said Michael L. Hansen and Katrina Davis, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared By/Easement Grantee: Joe Grife - City of Newton – 403 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622

Taxpayer/Easement Grantor: Vincent Haydon – 604 E 27th St S – Newton, IA 50208

Legal Description: LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

Parcel No: 0835430007

Easement No: 2022-02

REAL ESTATE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That I, the undersigned, Vincent Haydon (hereinafter called "Property Owner") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Newton, Iowa upon final approval and acceptance of this Easement by the Newton City Council, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

PERMANENT MUNICIPAL UTILITY EASEMENT

1. GRANT OF EASEMENT. A permanent easement is hereby granted on, under, over, through and across the following described property:

THE SOUTH 70.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA:
LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY
OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF
THE RECORDER OF SAID COUNTY.

AND

THE NORTH 25.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA:
LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF
NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF
THE RECORDER OF SAID COUNTY.

hereinafter called "Permanent Easement Property."

2. COVENANT RUNNING WITH THE LAND. This grant of easement shall be a covenant running with the land, and the rights granted herein shall be assignable by City and its successors in interest, in whole or in part. The terms of this easement shall be binding upon the heirs, legal representatives, successors in interest and assigns of both Property Owner and City.
3. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, so long as the municipal utilities and appurtenances constructed pursuant thereto shall be maintained and operated by City, its successors and assigns.
4. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to constructing, reconstructing, repairing, enlarging and maintaining municipal utilities, together with necessary appurtenances thereto, on, under, over, through and across said Permanent Easement Property.
5. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across or within the Permanent Easement Property during the term of the easement without obtaining the prior written consent of the City Engineer.
6. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.
7. RIGHT OF ACCESS. City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct,

reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.

8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

GENERAL PROVISIONS

A. APPROVAL BY CITY COUNCIL. The easement granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.

B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of June, 2022.

INDIVIDUAL FEE TITLE PROPERTY OWNER

Vincent Haydon 6-24-22
Vincent Haydon DATE
604 E 27th St S - Newton, IA 50208
Address

STATE OF IOWA :

:SS

JASPER COUNTY:

On this 24 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vincent Haydon, (single), to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Brandon Schakel
Notary Public in and for the State of Iowa
(Typed Name) Brandon Schakel
My Commission Expires: 1-19-24

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 Michael L. Hansen 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 Michael L. Hansen 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.

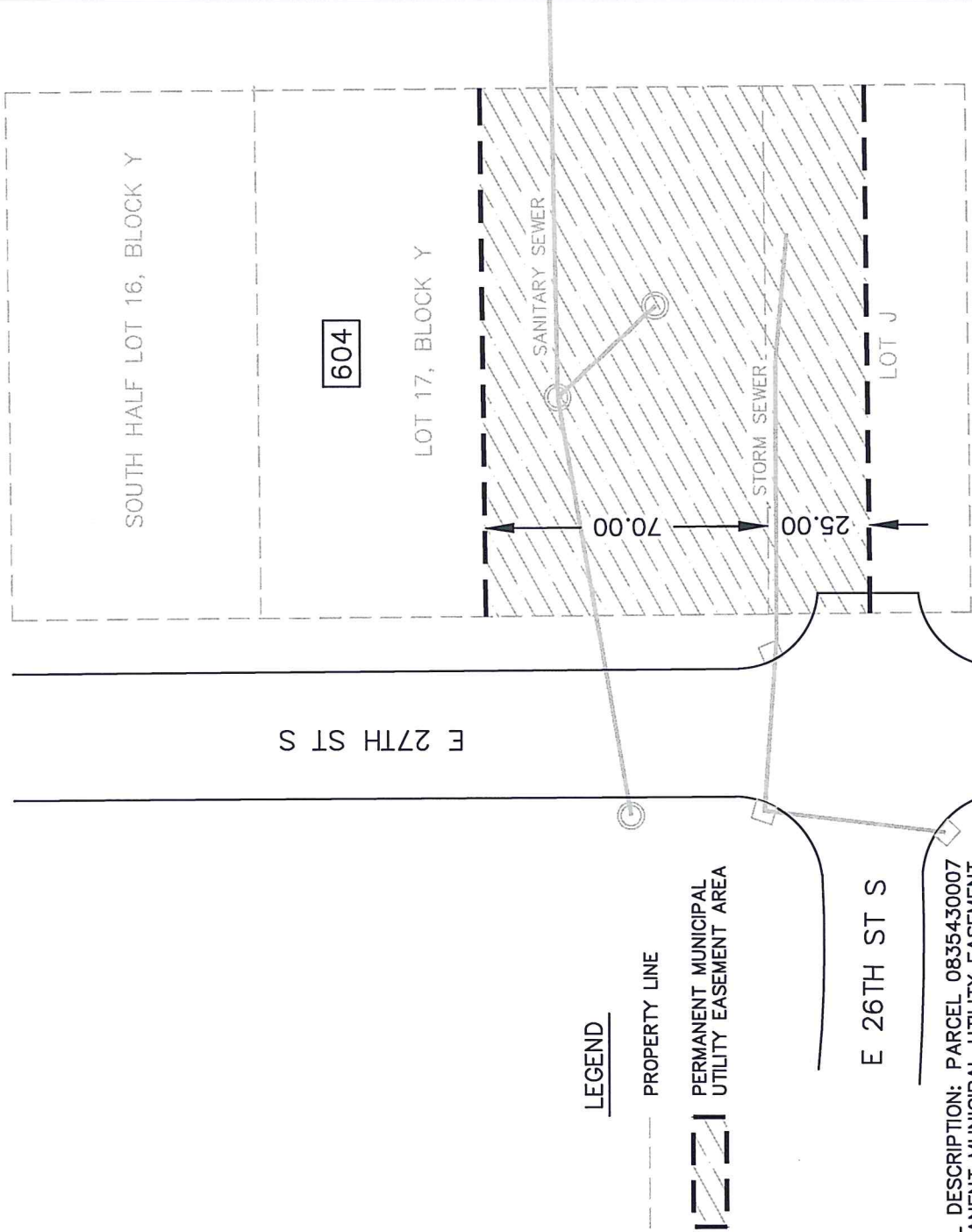
(Printed Name)

Notary Public in and for the State of Iowa
My Commission Expires: _____

EXHIBIT 'A'

LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.



LEGAL DESCRIPTION: PARCEL 0835430007
PERMANENT MUNICIPAL UTILITY EASEMENT

THE SOUTH 70.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA: LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND

THE NORTH 25.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA: LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

CONTAINING 12,350 SQUARE FEET MORE OR LESS.

EASEMENT GRANTOR(S): VINCENT HAYDON 604 E 27TH ST S NEWTON, IA 50208	EASEMENT GRANTEE: CITY OF NEWTON	PREPARED BY: City of Newton Public Works Dept. 403 W 4th St N, Suite 501 Newton, Iowa 50208	 NOT TO SCALE
---	-------------------------------------	---	---

City of Newton Council Report

**Item:**

An ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa.

Report Number: 22-206**Date:**

July 5, 2022

Lead Department:

Community Services

Summary:

Adding Chapter 120 - Natural Gas Franchise with Black Hills Energy to Title XI of the Newton City Code.

Recommendation:

Approve

Financial Impact:

none

Background:

Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy recently requested that the City of Newton enact an ordinance granting Black Hills Energy a new nonexclusive twenty-five year franchise agreement to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. This agreement would define the rights and responsibilities of both the City and Black Hills Energy as it relates to Black Hills Energy's natural gas distribution system within Newton.

Following reviews by staff and the City Attorney, this proposed ordinance granting Black Hills Energy a 25-year, non-exclusive natural gas franchise is presented for City Council's consideration. Some of the key points in this natural gas franchise include:

- Limited rights of cancellation added at the 8th and 16th year anniversaries' of the franchise approval.
- Defining the responsibilities for the relocation of Black Hills Energy's infrastructure due to public and private improvement projects.
- Construction and restoration standards in the public right-of-way.

Recommendation:

Staff recommends approval of the ordinance, which would replace Ordinance No. 1883 approved on August 18, 1997.

Matt Muckler
City Administrator

ORDINANCE NO. _____

AN ORDINANCE ADDING TITLE XI, CHAPTER 120 - NATURAL GAS FRANCHISE TO THE NEWTON CODE OF ORDINANCES 2016, GRANTING TO BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF NEWTON, IOWA.

SECTION 1. Purpose. Adding Chapter 120 - Natural Gas Franchise to Title 11 of the Newton City Code.

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

SECTION 1. Title 11, Chapter 120 - Natural Gas Franchise is hereby added as follows:

§ 120.001 FRANCHISE GRANTED - The City of Newton, Iowa (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over, above or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, poles, communication devices, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

§ 120.002 TERM - The rights and privileges granted hereunder shall remain in effect for a period of twenty-five (25) years from the effective date of this Ordinance. Grantor shall have the right to review and if it in its sole discretion deems appropriate, terminate the franchise granted by this ordinance. The right to review and terminate the franchise may be exercised by Grantor on the following dates: Eight (8) years from the date of enactment of the ordinance, sixteen (16) years from the date of this ordinance. In the event, Grantor elects to terminate the franchise Grantor through its Clerk, shall notify the Grantee in writing at least one hundred and eighty (180) days before the effective date of termination.

§ 120.003 FRANCHISE FEES OR TAXES - Grantor may, during the term of this franchise, in its discretion, in compliance with and as authorized by state law, after public hearing and upon a majority vote of a majority of the members of the Grantor's City Council then present, pass an ordinance imposing a franchise fee on Grantee's customers located within Grantor's corporate limits; provided, however, that the franchise fee shall not be effective, and Grantee shall not be obligated to collect and pay same, unless and until: (1) it is satisfactory to Grantee with respect to its compatibility with Grantee's billing system; (2) the form of assessment and collection of the franchise fee is based on either: (a) a percentage of Grantee's gross receipts of regulated sales or transportation revenues collected from Grantee's customers within Grantor's corporate limits; (b) a volumetric fee based upon Grantee's delivery of energy within Grantor's corporate limits; or (c) a flat fee collected on a nondiscriminatory basis from each of Grantee's customers within Grantor's corporate limits; and (3) Grantor has imposed a franchise fee on all other parties supplying energy within Grantor's corporate limits, calculated in the same manner as the franchise fee imposed on Grantee's customers.

§ 120.004 GOVERNING RULES AND REGULATIONS - The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public

utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

§ 120.005 PROVISION FOR INADEQUATE ENERGY SUPPLIES - If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

§ 120.006 CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES - Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation. Grantee shall comply with all city ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. Grantee shall replace the surface, restoring the condition as existed prior to the Grantee's excavation, but shall not be required to improve or modify the public right of way unless said improvement is necessary to meet a SUDAS (statewide urban design and specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law, provided however, if any improvement is requested or required for aesthetic, cosmetic or similar purposes not mandated by state or federal law, Grantor shall reimburse Grantee the incremental cost of such improvements.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee and Grantee's contractors shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

§ 120.007 EXTENSION OF GRANTEE'S FACILITIES - Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Iowa Utilities Board make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

§ 120.008 RELOCATION OF GRANTEE'S FACILITIES - If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

§ 120.009 CONFIDENTIAL INFORMATION - Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

§ 120.010 FORCE MAJEURE - It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

§ 120.011 HOLD HARMLESS - Grantee, during the term of this Ordinance, agrees to indemnify, defend and save harmless Grantor from and against all claims, demands, losses and expenses (including, but not limited to, court costs, fines, penalties, and reasonable attorney's fees) arising directly out of the negligence or omissions of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

§ 120.012 SUCCESSORS AND ASSIGNS - All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

§ 120.013 NO THIRD PARTY BENEFICIARIES - This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

§ 120.014 NON WAIVER - Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

§ 120.015 EFFECT AND INTERPRETATION OF ORDINANCE - The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

SECTION 2: Repealer Clause. This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 1883 of the City of Newton, Iowa, is hereby repealed as of the effective date hereof.

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

SECTION 4: Effective Date and Acceptance. This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument, within sixty (60) days of passage by the city council, and filing with the Clerk of the City of Newton, Iowa. The Clerk of the City of Newton, Iowa shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

APPROVED this ____ day of _____, 2022.

PASSED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa, on the ____ day of _____, 20__, and was published in the *Newton Daily News*, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 20__.

Signed: _____
Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution dispensing with the special election requirement on the matter of granting a gas franchise to Black Hills/Iowa Gas Utility Company, LLC, d/b/a Black Hills Energy.

Report Number: 22-230

Date:

August 1, 2022

Summary:

Approval by Council dispenses with the franchise renewal election requirement under section 364.2 of the Iowa Code.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

none

Background:

On August 15, 2022 City Council passed Ordinance No. 2418, entitled: "An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City.

Under the laws of the State of Iowa any gas franchise granted by the City shall be effective if submitted to the voters of said City in an election, or if the City Council dispenses with such election requirement if no petition is filed by voters of said City in accordance with section 362.4 of the Iowa Code.

The City has studied the franchise and matters concerning the operations of Black Hills Energy, and finds there are no compelling reasons to submit the franchise renewal to the electorate.

Recommendation:

City Staff recommends approval of the Resolution dispensing with the franchise renewal election requirement under section 364.2 of the Iowa Code.

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION DISPENSING WITH THE SPECIAL ELECTION REQUIREMENT
ON THE MATTER OF GRANTING A GAS FRANCHISE TO
BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY**

WHEREAS, The City Council of the City of Newton, Iowa (hereafter referred to as "City") on the 15th day of August, 2022 passed Ordinance No. 2418, entitled: "An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City; and

WHEREAS, under the laws of the State of Iowa any gas franchise granted by the City, shall be effective if submitted to the voters of said City in an election, or if the City Council dispenses with such election requirement, if no petition is filed by voters of said City in accordance with section 362.4 of the Iowa Code; and

WHEREAS, the City Council was elected to represent the residents of the City and the City has not received a petition requesting the issue be placed on the ballot; and

WHEREAS, the City has studied the franchise and matters concerning the operations of Black Hills Energy, and finds there are no compelling reasons to submit the franchise renewal to the electorate; and

WHEREAS, Black Hills Energy has not at any time sought approval of the franchise ordinance by the way of an election, and instead desires that the Council dispense with any elections related to the passage or approval of its natural gas franchise.

NOW THEREFORE, BE IT RESOLVED that that the City Council of Newton, Iowa hereby dispenses with the franchise renewal election requirement under section 364.2 of the Iowa Code.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby declares that Ordinance No. 2418 shall be effective fourteen (14) days after the date this Resolution is Passed and Approved, unless a petition is filed in accordance with section 362.4 of the Iowa Code, and prior to such effective date.

NOW THEREFORE, BE IT FURTHER RESOLVED that in connection with the resolutions set forth above, the members of the Council and the City Clerk be, and each of them hereby is, empowered, authorized and directed to execute and deliver any and all documents and instruments and to take such actions as such persons may deem necessary or appropriate in their sole discretion, and all actions taken in furtherance of the foregoing resolutions are hereby ratified, approved, and adopted as the acts and deeds of the Council.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Approving a Contract for Professional Community and Economic Development Services with the Newton Development Corporation for Fiscal Year 2022-23

Summary: Per City Code, outside agencies that receive Hotel/Motel Tax are to be under contract with the City. This action would approve a contract with the Newton Development Corporation for assistance with economic development activities.

Financial Impact:

The approved 2022-23 budget contains a \$110,000 allocation to the Newton Development Corporation.



Report Number: 22-231

Date: August 1, 2022

Lead Department:
Community Development

Recommendation:
Approval

Background:

A Hotel/Motel Tax is charged to all lodging stays in Newton at a rate of 7%. The City has traditionally utilized the tax to fund local organizations and support City operations and projects. The Newton City Code contains language in Section 35.26.E.1 stating: “. . . **Any outside agency receiving hotel/motel tax revenue shall contract with the City and specify in the contract the services to be provided by the outside agency to the City.**”

The approved City budget for Fiscal Year 2022-23 contains a \$110,000 allocation to the Newton Development Corporation (NDC), a portion of which is slated to come from the Hotel/Motel Tax. In order to meet the City Code requirements, a contract has been drafted to spell out the scope of services that NDC will provide to the City. It is substantially the same as the contract that was in place for the 2021-22 fiscal year and also the fiscal years before that.

The proposed contract scope has flexibility built into it, since the economic development activities that NDC does are variable and dependent on outside factors. The contract delineates expected activities regarding industrial growth, responsiveness to prospects, and proactive strategies for boosting the local economy. The NDC has been a valuable partner in Newton's growth for over 50 years. In general, the contract is intended to capture the scope of services that the NDC has long provided and give clarity and detail to the City's expectations.

Recommendation: Staff recommends approval of the attached Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES WITH THE NEWTON DEVELOPMENT CORPORATION FOR FISCAL YEAR 2022-2023

WHEREAS, the City has instituted a 7% Hotel/Motel Tax and receives quarterly payments of the collected taxes from the State of Iowa; and

WHEREAS, Section 35.26.E.1 of the Newton City Code requires that the City have a contract with outside agencies that receive Hotel/Motel Tax revenues from the City; and

WHEREAS, the City Council's approved budget for fiscal year 2022-2023 contains an allocation of \$110,000 to the Newton Development Corporation, a portion of which is slated to come from the Hotel/Motel Tax; and

WHEREAS, the City has prepared a contract that delineates the scope of community and economic development services to be provided by the Newton Development Corporation and Newton Development Corporation has signed said contract; and

WHEREAS, the contract is consistent with the positive collaborative working arrangement that exists between the City and the Newton Development Corporation;

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached contract for community and economic development services with the Newton Development Corporation for Fiscal Year 2022-2023 is hereby approved.

PASSED this ____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES BY AND BETWEEN THE CITY OF NEWTON, IOWA AND THE NEWTON DEVELOPMENT CORPORATION

THIS CONTRACT, entered into as of this 15th day of July, 2022 by and between the City of Newton, Iowa, ('City'), and the Newton Development Corporation, (hereinafter referred to as "NDC").

WHEREAS, the City has a need for professional consultant services to perform community and economic development activities; and

WHEREAS, the City desires to engage in certain activities necessary for development of the community and economic base of the Newton area; and

WHEREAS, the City desires to engage NDC to render such professional consultant services utilizing Hotel/Motel Tax receipts, which by City ordinance requires a written contract;

NOW, THEREFORE the parties hereto do mutually agree as follows:

A. Scope of Services.

NDC shall assist and advise the City in economic development activities as needed and shall collaborate with City and other stakeholders to increase investment in Newton by *retaining*, *growing*, and *attracting* business. The economic development activities shall include the following:

1. NDC shall serve as the lead agency on behalf of the Newton community on industrial and commercial business recruitment and expansion. These activities shall include actively assisting local industry and business to expand within Newton and actively seeking new industry and business to locate in Newton.

The primary objective of this activity is:

- (a) to help retain the jobs currently located in Newton;
- (b) provide expansion opportunities to local industry and business located in Newton;
- (c) help recruit new industry and business to locate in Newton resulting in an expanded City tax base and increase in job opportunities for residents;
- (d) assist City Staff in residential development in Newton.

2. Respond to every prospect in a professional, accurate, and timely manner.

- a) Send out timely, customized information packets to prospects
- b) Organize and coordinate all arrangements for prospect visits to Newton
- c) Prepare responses to RFP's for prospects
- d) Maintain the most current information for Newton/Jasper County on LOIS web site and add enhancements (photos, brochures) as much as possible
- e) Develop and maintain an inventory listing of land suitable for various types of development in and near Newton
- f) Be prepared with a ready-to-go discussion panel of manufacturers willing to meet with prospects on short notice
- g) Track and follow-up with prospects after initial responses are sent

3. Actively and aggressively pursue strategies that grow business and increase economic activity in Newton

- a) Market the Newton community to prospects through electronic media, printed materials, and other means
- b) Specifically recruit targeted businesses or types of business
- c) Cultivate a close, professional and cooperative working relationship with the Iowa Economic Development Authority staff members in order to keep Newton high on their list of communities which can bring projects to completion
- d) Cultivate the on-going community membership relationship with the Greater Des Moines Partnership
- e) Provide specific guidance on State and Federal programs (such as USDA and SBA) to local businesses
- f) Identify opportunities for and help prepare grant applications
- g) Facilitate programs to promote and strengthen entrepreneurship in Newton
- h) Serve as a liaison between local businesses and Newton's development partners and work cooperatively to improve all aspects of economic vitality in Newton
- i) Identify the needs of existing Newton businesses and serve as a resource to help meet those needs
- j) Serve as a sounding board for economic ideas and strategies, be advisors and provide the City with a business reality-check viewpoint
- k) Secure private investment from local businesses to leverage City investment in economic development
- l) Develop and coordinate an effective base of volunteers from the Newton businesses community to support economic development
- m) Work to inform everyone in our community of economic development efforts and successes, recognizing all parties involved in the achievement.
- n) Offer program/workshops that meet the needs of the Newton business community
- o) Serve as a leader and mentor for economic development colleagues in Newton.

B. Time of Performance. The services of the Corporation are to commence on July 1, 2022 and shall be completed in a timely manner as required by the City. The term of this agreement runs through June 30, 2023.

C. Compensation. This is a fee for services contract. As compensation for the services rendered, the City shall pay the Corporation a flat rate of \$110,000 in quarterly installments.

D. Personnel. All services required hereunder will be performed by NDC through its employees and other agents. All staffing decisions shall be made by NDC's Executive Committee.

E. Corporation Records Maintenance. NDC shall maintain accounts and records, including personnel, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assist proper accounting. These records will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted.

F. Findings Confidential. City may choose to designate certain information as confidential. Any reports, information, data, work product, or any other material prepared or assembled by NDC pursuant to this Contract, if designated as confidential by City, shall remain strictly confidential,

and shall not be made available to any individual or organization without prior written approval of City.

G Compliance with Local Law. NDC shall comply with all applicable laws, ordinances and codes of the state and local governments in carrying out the services to be provided pursuant to this Contract.

IN WITNESS WHEREOF, the City of Newton and the Newton Development Corporation have executed this Contract as of the date first written above.

Michael L. Hansen, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk



Robert Kahn, Chairperson
Newton Development Corporation

City of Newton Council Report

Item: A Resolution approving an economic development grant agreement with the Newton Development Corporation (NDC) for the acquisition of 1311 1st Avenue East.

Summary: The acquisition of 1311 1st Avenue East is necessary in order to optimize economic development in this area. NDC has requested a grant in order to assist with acquisition costs.

Financial Impact: Up to \$22,500 of D&D Funds to be paid back with future revenues from the First Avenue East Urban Renewal Area.



Report Number: 22-232

Date: August 1, 2022

Lead Department:
Administration

Recommendation:
Approval

1311 1st Avenue East lies along the highly-visible, main thoroughfare of 1st Ave./US 6 through the City of Newton. The Newton City Council has created the First Avenue East Urban Renewal Area in order to create new business and residential development in this area. NDC has approached the City of Newton with a grant request for acquisition of 1311 1st Avenue East in an amount not to exceed \$22,500.

Upon successful acquisition of the property, NDC would then seek a Dangerous & Dilapidated building grant in order to demolish the structure on the property. NDC would maintain 1311 1st Avenue East and develop conceptual drawings for the surrounding area until a quality development occurs on this property.

Recommendation: Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH THE NEWTON DEVELOPMENT CORPORATION (NDC) FOR THE ACQUISITION OF 1311 1ST AVENUE EAST

WHEREAS, the City of Newton Comprehensive Plan, *Newton's Future*, recognizes the desires to improve curb appeal, grow local commercial business and retail offerings, and create new residential construction; and

WHEREAS, 1311 1st Avenue East lies along the highly-visible, main thoroughfare of 1st Ave./US 6 through the City of Newton; and

WHEREAS, the City Council has created the First Avenue East Urban Renewal Area in order to create new business and residential development in this area; and

WHEREAS, the Newton Development Corporation has approached the City of Newton with a grant request for acquisition of 1311 1st Avenue East in an amount not to exceed \$22,500; and

WHEREAS, the acquisition of 1311 1st Avenue East is necessary in order to optimize the economic development in this area;

WHEREAS, the agreement between City of Newton and Newton Development Corporation aligns with the goals of the City of Newton Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that an economic development agreement, providing a grant in an amount not to exceed to \$22,500, with a 1:1 match requirement, for 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;

is hereby approved using available D&D funds to be paid back with future 1st Avenue East Urban Renewal Area funds.

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Economic Development Grant Agreement Between City of Newton and the Newton Development Corporation for the Acquisition of 1311 First Avenue East

This Agreement made and entered into this ____ day of August, 2022 by and between the City of Newton, Iowa, hereinafter called "City" and the Newton Development Corporation, hereinafter called "NDC."

WHEREAS, the property at 1311 1st Avenue East is 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;

WHEREAS, NDC approached the City of Newton with a grant request for acquisition of 1311 1st Avenue East in an amount not to exceed \$22,500; and

WHEREAS, the acquisition of 1311 1st Avenue East is necessary in order to optimize the economic development in this area; and

WHEREAS, the agreement between City of Newton and Newton Development Corporation aligns with the goals of the City of Newton Comprehensive Plan.

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

Section 1. The City of Newton shall provide a reimbursement grant at closing to NDC in an amount not to exceed \$22,500, with a 1:1 match requirement, for the acquisition for the real estate at 1311 1st Avenue East.

Section 2. After acquiring the property, NDC will apply for a Dangerous and Dilapidated grant from the City for the demolition of the structure at 1311 1st Ave. E.

Section 3. NDC will pay for all costs related to demolition not covered by any grant funds that are received from the City for that purpose.

Section 4. NDC will develop conceptual drawings for 1311 1st Ave. E. and surrounding properties in an effort to bring a quality development to Newton.

Section 5. Section 5. NDC will maintain the property until it is purchased and developed.

For Newton Development Corporation:

Frank Liebl, Executive Director

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

Item: Resolution amending the eligibility boundary for the Newton Downtown Improvement Grant and Downtown Housing Grant Programs.

Summary: The amendment adds one city block to the eligibility boundary for the Newton Downtown Grant Programs, where targeted improvement and investment in private property is desired.

Financial Impact: None.



Report Number: 22-233

Date: August 1, 2022

Lead Department: Community Development Department

Recommendation:
Approve

Background: In April of 2016, the Downtown Micro-Grant Program was established to encourage Downtown owners/businesses to reinvest in their buildings in accordance with the Downtown Historic District Design Guidelines. In July of 2016, the program was amended to include engineering fees along with architectural fees as an eligible expense within the "Professional Design Services" program area. In 2019, the program was amended to limit eligibility to the Historic District and to add restaurant equipment as an additional program area.

When the eligibility boundary was limited to the Historic District, rather than the Main Street District, an unintended consequence was to leave a downtown priority area for revitalization out of the façade grant program. Specifically, this area is the 200 Block of South 2nd Avenue East.

This resolution proposes an adjustment to the boundary of eligibility to include this area where building revitalization/rehabilitation is desired.

Recommendation:

City Staff recommends approval of the resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AMENDING THE ELIGIBILITY BOUNDARY FOR THE
NEWTON DOWNTOWN IMPROVEMENT GRANT AND DOWNTOWN
HOUSING GRANT PROGRAMS**

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

WHEREAS, the City of Newton has established the Downtown Improvement and Downtown Housing Grant programs to encourage reinvestment and rehabilitation in the Newton Downtown;

WHEREAS, it has been identified that it is necessary to amend the grant eligibility boundary to encourage redevelopment of an area of the downtown which is not within the Historic District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the eligibility boundary for the Newton Downtown Improvement Grant and Downtown Housing Grant Programs is hereby amended and as found in Attachment A.

PASSED this _____ day of August, 2022.

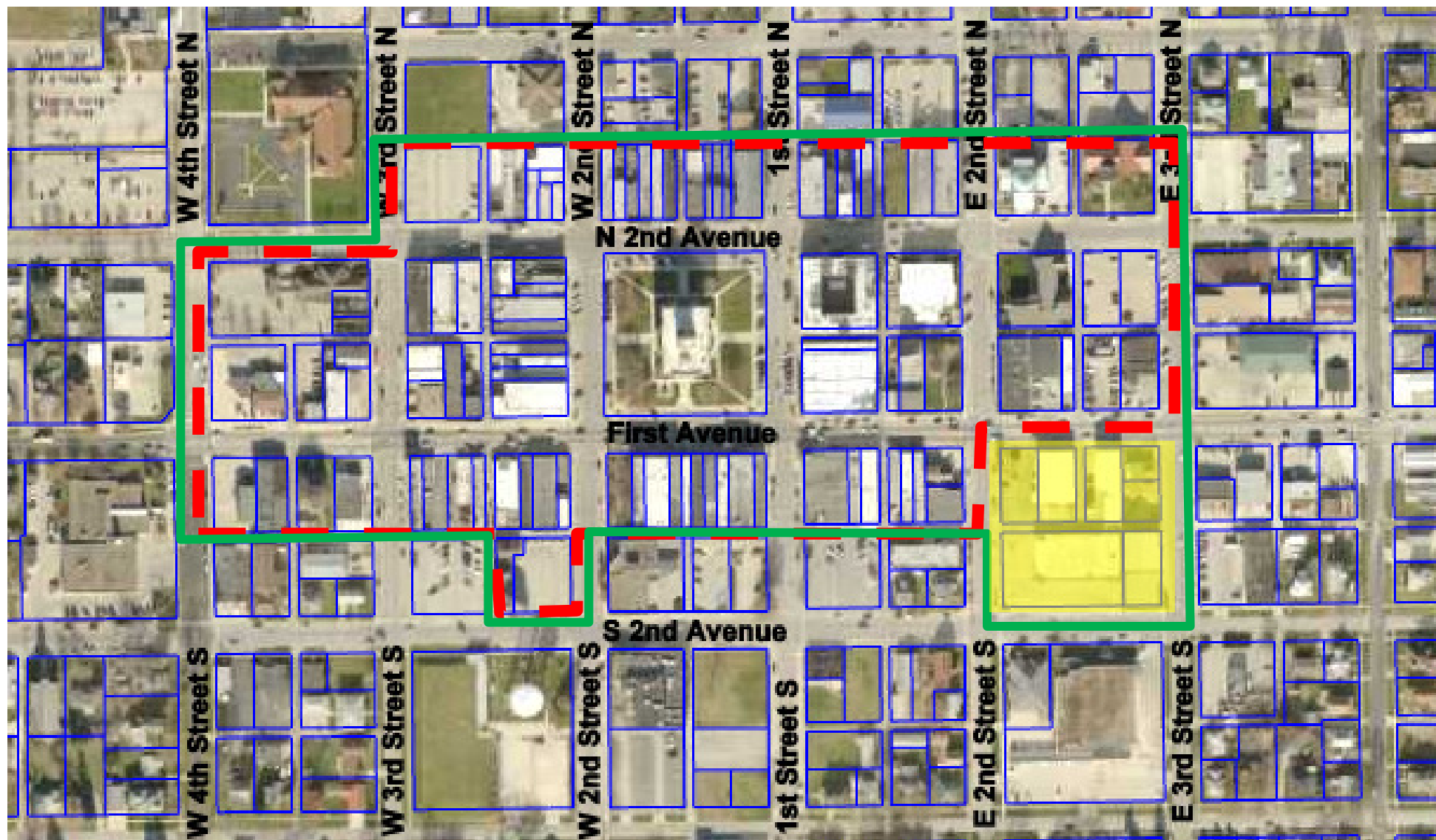
APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Attachment A.
Downtown Improvement & Housing Grants
Eligibility District



— = Downtown Grants District, proposed

— — — = Historic District

City of Newton Council Report

Item: Resolution to approve creating a temporary Firefighter/Paramedic position in the Fire Department

Summary: This resolution proposes to add one temporary Firefighter/Paramedic to the Fire Department.

Financial Impact: Increase in revenue from transfers and reduction of an estimated \$7,855 in salaries and benefits from the General and Employee Benefit Funds.



Report Number: 22-234

Date: August 1, 2022

Lead Department:
Fire Department

Recommendation:
Approve

Background:

Attached to this Council Report is a memorandum with background information regarding the proposed change in staffing at the Fire Department. The change in staffing level is summarized in the following table.

Department	Position	Current Authorization	Proposed Authorization
Fire	Fire Chief	1 FTE	1 FTE
Fire	Assistant Fire Chief	1 FTE	1 FTE
Fire	Fire Captain	3 FTE	3 FTE
Fire	Firefighter	18 FTE	18 FTE
Fire	Volunteer Firefighter	BY BUDGET	BY BUDGET
Fire	Administrative Specialist	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Temporary Firefighter/Paramedic	0 FTE	1 FTE

RECOMMENDATION

City Staff recommends Council approve the addition of one temporary Firefighter/Paramedic to staffing at the Fire Department.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION TO APPROVE CREATING A TEMPORARY
FIREFIGHTER/PARAMEDIC POSITION IN THE FIRE DEPARTMENT

WHEREAS, the Fire Department is currently authorized with 26 full-time-employees.; and

WHEREAS, turn over, injuries, and a long-term disability process have led to increased overtime and decreased ability to perform existing levels of output.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that a temporary Firefighter/Paramedic position be created.

BE IT FURTHER RESOLVED the temporary Firefighter/Paramedic position will be eliminated after successful replacement of the Firefighter/Paramedic position pending completion of certified firefighter hiring list.

Department	Position	Current Authorization	Proposed Authorization
Fire	Fire Chief	1 FTE	1 FTE
Fire	Assistant Fire Chief	1 FTE	1 FTE
Fire	Fire Captain	3 FTE	3 FTE
Fire	Firefighter	18 FTE	18 FTE
Fire	Volunteer Firefighter	BY BUDGET	BY BUDGET
Fire	Administrative Specialist	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Temporary Firefighter/Paramedic	0 FTE	1 FTE

PASSED this _____ day of August, 2022.

APPROVED this _____ day of August, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Memorandum

To: Matt Muckler
From: Chief Jarrod Wellik
Priority: High
Date: July 25, 2022
Re: Request for Temporary Firefighter/Paramedic Staff

The purpose of this memo is to provide background information regarding the request for temporary firefighter/paramedic staff. The fire department currently has a shortage of staffing in the operations department. We have one staff member on light duty who is currently waiting for final determination on permanent disability. We have another employee who is out on injury and has recently found out they will not be returning to work anytime soon. This has led to shortages in staffing resulting in vacation calendars being locked down, occasional mandatory hold for overtime, and reduced staffing levels resulting in loss of transfer revenue. This has been ongoing since February. In addition, we have a firefighter leaving for a department in the Des Moines metro area. We have made an offer to a new employee which will exhaust our current hiring list. It will take approximately 90 days to certify a new candidate list through the Civil Service process.

We are in a unique situation. We currently have a firefighter/paramedic that was part of the department for a little over two years. As part of our offer of employment, we require that all new employees complete the paramedic certification within two years of starting employment. This person completed the paramedic class and by their own admission "was not a good test taker." Their performance here was acceptable and they were given ample opportunity to complete the required testing. Once we passed the time allowed to complete the certification, this person stayed on the department to help fill in until a new certified list was created. At the time the certified list was completed an offer was made to a replacement employee. We let the other person go and they later passed the examination and received their certification. Later discussion with this person revealed they wanted to come back and be part of our team. The path for them to come back to our team is to apply for the upcoming certified testing and

pass the written testing, physical ability testing, and oral interview. They have done so in the past and will likely be certified on the new list. In casual conversation, I asked this person if they would be interested in this temporary position and they confirmed they would be “very interested.”

I am requesting a temporary Firefighter/Paramedic position for the standard 56 hours per week until such time our new certified list is completed. I am currently working on the certified list development schedule and expect our hiring process to be complete in early October with final approval of the list from City Council on 10/17/2022. At the time this list is developed and the new candidate is approved by the Municipal Fire and Police Retirement System of Iowa this temporary position will be eliminated. There will not be any overlap of the temporary and full-time employee salaries. My goal is to bring staffing levels back to a level that allows employees to schedule vacation and provide relief from risk of mandatory hold over. This will improve employee morale and provide for consistent staffing of operations.

Financially, we project this position to be in place for a minimum of two to three months. I propose we use the contract amount Entry Level Paramedic as the basis for the hourly wage calculation. Below are the two pay ranges included in the Labor Agreement with the Newton Association of Professional Firefighters (Contract):

Position:	Annual Salary	Hourly Wage
Entry Level EMT	\$50,091	\$17.20
Entry Level Paramedic	\$56,298	\$19.33

If the person we are expecting to put in this position works out, there would be a seamless transition due to his previous time with us and the short duration of time that has passed since their departure. This would allow us to place them directly on a 24/48 schedule with all needed orientation completed during standard work times. The hourly pay is based on a 56-hour work week resulting in a 2,912-hour year. (56 hours/week X 52 weeks = 2,912 hours/year) This position would be eligible to receive overtime in excess of their standard 24/48 hour shifts. No other benefits are included for this position. Any time off would be unpaid. A reduction in expenses in the General Fund and Employee Benefits Fund would be realized. It is estimated this position would be utilized through the end of October. Savings in salaries from the General Fund are estimated at \$2,855.04. Savings in the Employee Benefits Fund are estimated at \$5,000. This would be a total savings of approximately \$7,855.04. The temporary employee would not receive any benefits therefore the entire amount of benefits earned

by the firefighter/paramedic leaving Newton will be realized as savings.

This position would be posted on the City website for 10 calendar days and open to any candidate that meets the requirements. We are requiring paramedic certification to apply. In addition, we are requiring thorough knowledge of ImageTrend record management systems and the Jasper County Emergency Medical Services Patient Care Protocols. This position is very short term and will likely be eliminated within two to three months. There is no benefit to having this employee complete our orientation process which is a minimum of three weeks. To utilize this position as proposed, it will require knowledge of the Newton Fire Department operations. I would estimate there is not a large candidate pool for this position.

Summary:

Operations staff are in need of this temporary position. With the injuries described earlier and reduced staffing levels, they have experienced difficulty in scheduling time off and stress related to the unknown of mandatory hold over. The reduced staffing levels have also reduced the number of transfers we were able to perform. This plan for bringing a temporary position on board until a new certified list is created will provide some much-needed relief.

Jarrold Wellik
Fire Chief

JOB DESCRIPTION - CITY OF NEWTON

TITLE: TEMPORARY FIREFIGHTER/PARAMEDIC		PAY RANGE: Hourly
DEPARTMENT: Fire	UNION: No	
CIVIL SERVICE: No	FLSA: Non - Exempt	
APPROVAL:		
		DATE:
DEPARTMENT DIRECTOR		DATE:
		LAST UPDATE: 8/1/2022
CITY ADMINISTRATOR		

DEFINITION: To protect life, property and the environment, under the general supervision of the Fire Captain, participates in general firefighting activities and emergency pre-hospital care of the sick and injured, in response to alarms and emergency calls; drives and operates firefighting apparatus and ambulance vehicles; and performs other duties as required.

ESSENTIAL FUNCTIONS: Position is subject to 24-hour shift assignment, working weekends and holidays, but may be assigned to 8-hour shift, 40-hour week assignment; drives ambulances to medical emergencies, performs pre-hospital emergency medical care functions at emergency scenes and enroute to medical facilities as certified; assesses patient symptoms and determines appropriate emergency medical procedures to be employed; communicates patient symptoms and action taken to hospital emergency room staff using mobile and portable two-way radio equipment; lifts and carries patients; restrains combative patients, assesses presence of physical or sexual abuse and reports evidence to medical and law enforcement officials; completes medical incident reports and prepares patient billing criteria. Drives firefighting apparatus or ambulance vehicles to fire alarms as certified; operates pumping and aerial ladder apparatus; utilizes hand tools and power tools in rescue, forcible entry, ventilation, and salvage work; directs hose streams into and within structures involved in fire; makes preliminary assessment of evidence at fire scenes for fire cause; reports evidence of possible arson to investigate officials; completes written reports describing observations at fire scenes and other emergency sites. Responds to and performs containment operations at hazardous materials incidents, following accepted decontamination practices; performs inspections of building and facilities for pre-incident planning and hazard assessment; records pertinent information on reports and building drawings for emergency reference. Conducts tours of fire station facilities; explains duties and operations; conducts public fire prevention presentations; demonstrates proper use of fire protection equipment and explains maintenance requirements. Performs service tasks on fire extinguishers for the public; performs minor repair and service tasks on vehicles and gasoline powered tools and equipment; receives and records information from dispatcher directing emergency response; participates in training activities; maintains buildings and grounds; performs other duties as required.

NON-ESSENTIAL FUNCTIONS: Uses office equipment, computers, copy machines and calculators; answers telephone calls from citizens and refers their inquiries or requests as required.

WORKING CONDITIONS: Wears heavy insulated protective clothing and self-contained breathing apparatus to protect against thermal, chemical and radiation hazards; performs all fire related tasks at elevated heights on ladders and aerial firefighting apparatus as required; performs tasks within confined spaces with limited or no visibility as required; performs tasks in all weather conditions, on all surfaces, lifting and carrying ladders, hoses, tools, rescued people, salvaged furniture and belongings.

QUALIFICATIONS:

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of city streets and addresses; knowledge of City Code relating to fire and life safety. Skill in use and operation of all tools, equipment and apparatus operated by and for the Fire Department. Ability to establish and maintain effective working relationships with fellow firefighters and supervisors in a close living/working environment; ability to serve as attendant in charge during emergency and non-emergency ambulance service responses; ability to function effectively to treat the illnesses and trauma suffered by patients; ability to function effectively at elevated heights or in confined conditions with little or no visibility; ability to pass physical examination; ability to communicate effectively both orally and in writing; ability to adjust to changing situations, priorities and deadlines, while maintaining efficiency and effectiveness; ability to establish priorities in order to accomplish a variety of duties and responsibilities.

ADDITIONAL REQUIREMENTS: For those tasks where a personal or City vehicle is used, individual must be physically capable of operating the vehicle safely, possess a valid Iowa operators license and have an acceptable driving record. Must have Paramedic certification at time of application. Must be proficient in the use of ImageTrend report management software. Must have thorough knowledge of the Jasper County Emergency Medical Services United Patient Care Protocols.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from High School or equivalent.