



Newton City Council Agenda

January 16, 2023 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

2. 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

3. January 3, 2023 Regular City Council Meeting Minutes
4. January 3, 2023 Budget Workshop Minutes
5. Approve Liquor Licenses for the following: Kwik Star #1001-BC0030784, 1910 1st Ave E, Ownership Change; Fore Seasons, Special Event at DMACC, Class C Retail Alcohol License; American Legion-LC0018906, 1101 W 4th St S, Class C Retail Alcohol License, Outdoor Service, Catering; New Star Mart- LE0002579, 702 1st ave E, Class E Retail Alcohol License; Montana Mike's Steakhouse, 1400 W 18th St S, Class C Retail Alcohol License, Sunday Sales.
6. Resolution approving the transfer of funds to satisfy the remaining balance due for the Airport's purchase of a tractor from Water Pollution Control.
7. Resolution approving change order #2 for the 2022 Newton City Hall Parking Lot Reconstruction Project.
8. Resolution authorizing the sale of a spray injection patching machine for Public Works Operations and repealing a 28E agreement with Jasper County.
9. Resolution authorizing a 3-year agreement with HLW Engineering Group to provide professional services for the Newton Sanitary Landfill.
10. Approve Bills

Resolution

11. Resolution approving updated park rules to allow for ice fishing on Cardinal Pond.

Discussion

12. Pickleball Courts at Aurora Park
13. Residential and Commercial Inspection Program

Mayor/Council Comments

14. Mayor and/or City Council Comments

Closed Session

15. 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**Closed Session**

16. 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**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.

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REGULAR CITY COUNCIL MEETING MINUTES
JANUARY 3, 2023, 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 Randy Ervin presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade.

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

Citizen participation: None

Moved by Wade, seconded by Hallam to approve consent agenda items 3-10.

3. December 19, 2022 Regular City Council Meeting Minutes

4. December 19, 2022 Budget Workshop Minutes

5. Approve Liquor Licenses for the following: Ownership change for Hy-Vee Market Café – LC0041009, 1501 1st Ave E Market Café Area and Hy-Vee Food Store #1 – LE0000090, 1501 First Ave E.

6. Resolution accepting completion of the 2022 Union Cemetery Stump Removal Project. Resolution 23-001 was adopted.

7. Resolution approving a Property Tax Rebate for the GG 115, LLC property located within the North Central Urban Renewal Area. Resolution 23-002 was adopted.

8. Resolution approving the purchase of refurbished Toro fairway mower for the Westwood Golf Course. Resolution 23-003 was adopted.

9. Resolution for awarding payment for the purchase of self-contained breathing apparatus air compressor with accessories and a personal protective equipment gear dryer funded by the Assistance to Firefighters Grant of 2021. Resolution 23-004 was adopted.

10. Approve Bills

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

Mayor/Council Comments: George shared that she, Councilperson Ervin, and Councilperson Trotter met with some of the Landlords regarding the rental housing and commercial property inspection program.

Moved by Trotter, seconded by Dalton to adjourn the meeting at 6.08 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
JANUARY 3, 2023, 6:14 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 6:14 P.M. on the above date in the Council Chambers at 101 West 4th Street South.

Mayor Pro Tem Randy Ervin, presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: Mayor Hansen.

Presentation

2. Executive Presentation Police – Rob Burdess, Police Chief

Presented council with changes in the Police department budget.

3. Executive Presentation Administration – Lisa Frasier, Finance Officer

Presented council with changes in the Administrative Services and Finance department budgets.

4. Initial General Fund Revenue Estimate – No report. Tax revenue valuations have not been received from Jasper County at this time.

5. Special Revenue Funds/Partner Contributions – Lisa Frasier, Finance Officer

Presented council with Special Revenue Fund information and proposed funding for Partner organizations.

6. Tax Increment Financing – No report. Tax revenue valuations have not been received from Jasper County at this time.

Mayor/Council Comments

There were none.

Adjourn

Moved by Wade, seconded by Hallam to adjourn the meeting at 6:45 PM. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the transfer of funds to satisfy the remaining balance due for the Airport's purchase of a tractor from Water Pollution Control.

Summary:

Community Services will complete the purchase of a 1983 John Deere 4450 tractor for use in pulling a mower at the Newton Airport.

Financial Impact:

\$12,000 from remaining 2020 Bond Funds.

Report Number: 2023-4

Date:

January 16, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On June 21, 2021, City Council approved Resolution 2021-162 authorizing the Community Services Department (Airport) to purchase a 1983 John Deere 4450 tractor from Public Works (Water Pollution Control). This tractor was purchased new in 1983 using a Federal wastewater improvement grant, and was being replaced in 2021 by the Water Pollution Control (WPC) Plant. This purchase filled a need at the airport, and put off the urgency for a replacement tractor at the Airport by an estimated 15-20 years.

The agreed upon fair-market purchase price of \$35,000 was based on sales of comparable tractors in Iowa, and in 2021 Community Services paid WPC \$23,000 from 2020 Bonds (306-2080-67270) with the understanding that the remaining \$12,000 balance due would be paid at a later date. Remaining 2020 bond funds are available to make this \$12,000 final payment.

Recommendation:

Staff recommends approval of the resolution approving the Community Services Dept. (Airport) to complete the purchase of the 1983 John Deere 4450 tractor from the Utilities Department (Water Pollution Control).

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

Matt Muckler,
City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE TRANSFER OF FUNDS TO
SATISFY THE REMAINING BALANCE DUE FOR THE
AIRPORT'S PURCHASE OF A TRACTOR FROM WATER
POLLUTION CONTROL.**

WHEREAS, on June 21, 2021 City Council approved Resolution 2021-162 authorizing the Community Services Department (Airport) to purchase a 1983 John Deere 4450 tractor from Public Works (Water Pollution Control); and

WHEREAS, this tractor was purchased new in 1983 using a Federal wastewater improvement grant, and was being replaced in 2021 by the Water Pollution Control (WPC) Plant; and

WHEREAS, this purchase filled a need at the airport, and put off the urgency for a replacement tractor at the Airport by an estimated 15-20 years; and

WHEREAS, the agreed upon fair-market purchase price of \$35,000 was based on sales of comparable tractors in Iowa, and in 2021 Community Services paid WPC \$23,000 from 2020 Bonds (306-2080-67270) with the understanding that the remaining \$12,000 balance due would be paid at a later date; and

WHEREAS, remaining 2020 bond funds are available to make this \$12,000 final payment; and

WHEREAS, Staff recommends approval of the resolution approving the Community Services Dept. (Airport) to complete the purchase of the 1983 John Deere 4450 tractor from the Utilities Department (Water Pollution Control).

NOW, THEREFORE, BE IT RESOLVED, that this resolution is approved authorizing the remaining \$12,000 balance due to the Utilities Dept. (WPC) be paid by the Community Services Dept. (Airport) using remaining 2020 bond funds (306-4050-64900).

BE IT FURTHER RESOLVED, that completion of this payment will satisfy the stipulations of the purchase approved by Resolution 2021-162.

PASSED this _____ day of January, 2023.

APPROVED this _____ day of January, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving change order #2 for the 2022 Newton City Hall Parking Lot Reconstruction Project.

Summary:

Approving change order #2 to TK Concrete, Inc. for the 2022 Newton City Hall Parking Lot Project.

Financial Impact:

Council previously approved a contract for \$495,900 on April 27, 2022; this action would approve a change order for an additional \$17,867.50 from 2019 and 2020 bond funds.

Report Number: 2023-2**Date:**

January 16, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Three sections of sidewalk in downtown Newton constructed with decorative brick pavers had become deteriorated, dangerous, and unsightly. The City had also been receiving numerous complaints from citizens, and local business owners over the condition of these areas. City Staff determined the best course of action would be to have these pavers removed and replaced with concrete. Bids for the work were requested and received but based on a lack of interest in the project and unqualified bidders, all bids were rejected.

During this same time two construction projects near the downtown were both underway and were of a similar work type. City staff investigated the possibility of adding this work to one of those two projects based on contract bid prices for similar items. Based on the unit prices and the contractor's willingness to take on the extra work it was decided to add the work to the 2022 Newton City Hall Parking Lot Project. The total cost to complete all of the work necessary to remove 143 square yards of brick pavers and replace with concrete was \$17,867.50 which will be paid for by utilizing 2019 and 2020 bond funds. TK Concrete, Inc. also agreed to complete the work prior to the end of the 2022 construction season.

Recommendation:

City staff recommends approving change order #2 from TK Concrete, Inc. of Pella, Iowa.

Matt Muckler,
City Administrator

RESOLUTION 2023- _____

**RESOLUTION APPROVING CHANGE ORDER #2 FOR THE 2022
NEWTON CITY HALL PARKING LOT RECONSTRUCTION
PROJECT.**

WHEREAS, three sections of sidewalk in downtown Newton constructed with decorative brick pavers had become deteriorated, dangerous, and unsightly. The City had also been receiving numerous complaints from citizens, and local business owners over the condition of these areas; and

WHEREAS, staff determined the best course of action would be to have these pavers removed and replaced with concrete. Bids for the work were requested and received but based on a lack of interest in the project and unqualified bidders, all bids were rejected; and

WHEREAS, during this same time two construction projects near the downtown were both underway and were of a similar work type. City staff investigated the possibility of adding this work to one of those two projects based on contract bid prices for similar items. Based on the unit prices and the contractor's willingness to take on the extra work it was decided to add the work to the 2022 Newton City Hall Parking Lot Project; and

WHEREAS, the total cost to complete all of the work necessary to remove 143 square yards of brick pavers and replace with concrete was \$17,867.50. TK Concrete, Inc. also agreed to complete the work prior to the end of the 2022 construction season.

NOW, THEREFORE, BE IT RESOLVED, that change order #2 to TK Concrete, Inc. of Pella, IA in the amount of Seventeen Thousand, Eight Hundred and Sixty-Seven Dollars and Fifty Cents (\$17,867.50) for the 2022 Newton City Hall Parking Lot Reconstruction Project, is hereby accepted.

PASSED this _____ day of January, 2023.

APPROVED this _____ day of January, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the sale of a spray injection patching machine for Public Works Operations and repealing a 28E agreement with Jasper County.

Summary:

The sale of a used asphalt patching machine.

Financial Impact:

\$7,500.00 positive impact to Road Use Tax funds.

Report Number: 2023-36**Date:**

January 16, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Council previously approved resolution #2022-149 authorizing the purchase of a T-7500 Total Patcher from Hampton Equipment of Raymond, Illinois for \$73,800.00 and to repeal a 28E agreement with Jasper County used for the purchase of the previous machine. Per that resolution, Jasper County and the City of Newton agreed to place the old machine on Public Surplus, an auction service website specializing in local government used and scrap equipment sales, with a \$25,000.00 reserve. The asphalt patching machine received no bids and there was no written plan in resolution #2022-149 detailing action to be taken if no bids were received. Jasper County has offered to pay \$7,500.00 for the machine and to repeal the 28E agreement.

Recommendation:

The Public Works Director is authorized to sell the spray injection patcher to Jasper County, Iowa for the amount of \$7,500.00 and end the 28E agreement with Jasper County.

Matt Muckler,
City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION AUTHORIZING THE SALE OF A SPRAY INJECTION PATCHING
MACHINE FOR PUBLIC WORKS OPERATIONS AND REPEALING 28E
AGREEMENT WITH JASPER COUNTY**

WHEREAS, Council previously approved resolution #2022-149 authorizing the purchase of a T-7500 Total Patcher from Hampton Equipment of Raymond, Illinois for \$73,800.00 and to repeal a 28E agreement with Jasper County used for the purchase of the previous machine; and

WHEREAS, per that resolution, Jasper County and the City of Newton agreed to place the old machine on Public Surplus, an auction service website specializing in local government used and scrap equipment sales, with a \$25,000.00 reserve; and

WHEREAS, the asphalt patching machine received no bids and there was no written plan in resolution #2022-149 detailing action to be taken if no bids were received; and

WHEREAS, Jasper County has offered to pay \$7,500.00 for the machine to repeal the 28E agreement and;

NOW, THEREFORE, BE IT RESOLVED, the Public Works Director is authorized to sell the spray injection patching machine to Jasper County, Iowa in the amount of \$7,500.00 and end the 28-E agreement.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing a 3-year agreement with HLW Engineering Group to provide professional services for the Newton Sanitary Landfill.

Summary:

Renew agreement with HLW Engineering Group for engineering and professional services at the Newton Sanitary Landfill.

Financial Impact:

\$66,974 over 3 years, plus \$5,000 per year for miscellaneous professional services to be paid from the Landfill fund.

Report Number: 2023-6**Date:**

January 16, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Iowa Department of Natural Resources requires groundwater sampling, gas monitoring, and statistical analysis of the data at landfills. The personnel at HLW Engineering Group have been working with the Newton Sanitary Landfill for 30 years and are very familiar with the geology, hydrology and cell construction of the landfill. The City of Newton has been pleased with the service HLW has provided.

Attached is a 3-year agreement with HLW Engineering Group to provide inspections, sampling, statistical analysis, reporting, financial assurance calculations, and engineering services for the Newton Sanitary Landfill. The fees will be \$66,974 over the 3-year period; this amount will also cover the costs of Update IX of the Comprehensive Plan which is due January 1, 2025. This agreement also includes an additional estimated \$5,000.00 in general services per year, if needed. The City has and will continue to provide general survey services needed at the landfill. Due to HLW's extensive history of the landfill and their quality service, we recommend entering into a 3-year agreement with HLW Engineering Group. The annual cost of this contract will be included in the annual landfill operating budget and will be funded by the Landfill fund.

Recommendation:

City staff recommends approval of the 3-year contract with HLW Engineering Group to perform professional services for the Newton Sanitary Landfill

Matt Muckler,
City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION AUTHORIZING A 3-YEAR AGREEMENT WITH HLW ENGINEERING GROUP TO PROVIDE PROFESSIONAL SERVICES FOR THE NEWTON SANITARY LANDFILL

WHEREAS, the Iowa Department of Natural Resources requires various routine inspections, sampling, analysis and reporting for permit compliance for the Newton Sanitary Landfill; and

WHEREAS, HLW Engineering Group of Story City, Iowa proposes to assist the Newton Sanitary Landfill in performing the permit compliance reporting to satisfy the requirements of the Iowa Department of Natural Resources; and

WHEREAS, personnel at HLW Engineering Group have been working with the Newton Sanitary Landfill for 30 years and have extensive history of the geology and cell construction at the landfill; and

WHEREAS, HLW Engineering Group has provided a 3-year Agreement for the required services in the amount of \$66,974 over the 3 year period; this amount will also cover the costs of Update IX of the Comprehensive plan which is due January 1, 2025. This agreement also includes an additional estimated \$5,000.00 in general services per year, if needed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor to execute said Agreement with HLW Engineering Group. The cost of this contract will be funded by the Landfill fund.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

December 16, 2022

Mr. Jody Rhone
Public Works Director
City Of Newton
1700 North 4th Avenue West
Newton, Iowa 50208



**RE: Newton Sanitary Landfill
Permit Compliance Services
PN 6002-23A**

Dear Mr. Rhone:

HLW Engineering Group proposes to provide professional engineering services to the Newton Sanitary Landfill related to permit compliance services including semi-annual water sampling, semi-annual Engineer inspection, quarterly explosive gas monitoring, annual water quality reporting, semi-annual water quality notification, Closure/Post-Closure Cost Estimates and Financial Assurance Documentation, annual Green House Gas Modeling Updates, the Solid Waste Comprehensive Plan Update 9, and other general consulting services as requested by the Landfill. These tasks are hereinafter referred to as the Project. As the Owner of the Newton Sanitary Landfill, you must make available to us all pertinent existing data and furnish us with full information as to your requirements including any special or extraordinary considerations for specialized services.

Upon receipt of all laboratory data from each sampling episode, the data will require evaluation and reporting according to the statistical method identified in the 2009 Statistical Plan submitted to IDNR (pursuant IAC 567-113.10(4)g & h). The statistical evaluation will be performed by our subconsultant, Otter Creek Environmental. The subconsultant costs are included in our lump sum fees for the Annual Water Quality Report (AWQR) and semi-annual notification as described below.

Sampling episodes for the operating RCRA Subtitle D MSWLF (Areas A, B, C, D) and the Closed Landfill (1945 Landfill) are anticipated to occur in March and September each year.

A semi-annual Water Quality Notification summarizing the effect that the facility is having on groundwater quality is required by IDNR within 14 days of receipt of the Statistical Evaluation of the spring sampling episode. The Water Quality Notification will be prepared pursuant the May 22, 2013 un-numbered permit amendment. The semi-annual Water Quality Notification will be submitted to the IDNR and to the Newton Sanitary Landfill.

Annual Water Quality Reports, for the Closed 1945 Landfill, summarizing the effect that the facility is having on groundwater quality will be prepared. The Annual Water Quality Report will be prepared pursuant IAC 567-113.10(10). The Annual Water Quality Report will also include a summary of the annual explosive gas monitoring performed in accordance with the approved Gas Monitoring System Plan (GMSP). The Annual Water Quality Report will be submitted to the Newton Sanitary Landfill and to the IDNR in November of each year.

Annual Water Quality Reports, for Areas A, B, C, and D, summarizing the effect that the facility is having on water quality will be prepared. The Annual Water Quality Report will be prepared pursuant IAC 567-113.10(10). Additionally, an evaluation of the current Leachate Control System will be prepared as a supplement to the Annual Water Quality Report(s). The Annual Water Quality Report will also include a summary of the annual explosive gas monitoring performed in accordance with the

approved Gas Monitoring System Plan (GMSP). The Annual Water Quality Report will be submitted to the Newton Sanitary Landfill and to the IDNR in January of each year.

Inspection activities will include a semi-annual inspection in April and October of each year. A written report for each inspection will be generated and submitted to IDNR. The inspection activities will include a review and discussion with landfill staff of the Stormwater Management Plan/Program, the Spill Prevention Control and Countermeasure (SPCC) Plan, and the Emergency Response and Remedial Action Plan. An annual (at a minimum) inspection of on-site Stormwater Management Activities and the SPCC will be completed. Reference to the Plan reviews and inspections will be included at least annually in one of the certified semi-annual engineer's inspection reports.

Explosive gas monitoring (pursuant to IAC 567-113.9(2)) will be performed concurrently with water sampling activities in March and September. Separate trips will be made to perform the explosive gas monitoring in December and June.

The annual Green House Gas Modeling update is an EPA requirement following submittal of the original model in 2010. Please note that if the estimated annual green house gas generation rate exceeds 25,000 Mg of CO₂ equivalents additional reporting will be required by the EPA. The cost of this additional reporting, if required, is not included in this agreement.

Estimates of Closure and Post-Closure costs will be initiated in January of each year and will be completed and submitted to the City of Newton in February or March of each year. HLW Group will also attend the annual 28E meeting and provide supporting Financial Assurance documentation for submittal to IDNR. Please note that the cost estimate for post-closure maintenance will not include an estimate of cost for additional corrective action as may be required under IAC 567-113.14(5) in the event of apparent leachate migration into surface and/or groundwater. HLW Group is not a financial analyst or financial advisor and Newton may wish to acquire financial advice from others.

The Solid Waste Comprehensive Plan Update 9 is due January 1, 2025. HLW Group Services will include serving as the Planning Area's liaison with the IDNR, gathering the required information regarding member participation and diversion programs, prepare the Comprehensive Solid Waste Management Plan Update in accordance with Rule using IDNR Guidance and Forms, assisting the Planning Area with two (2) Public Hearings on the Comprehensive Plan Update, acquire Resolutions of Approval from all Plan Area members, and provide sufficient copies of the IDNR approved Comprehensive Plan Update to the City of Newton for distribution to members and/or participants in the Planning Area.

Response to significant review comments received from IDNR and/or meeting(s) with IDNR staff as deemed necessary to obtain approval of the Update are not anticipated. Any such responses or meetings would be provided to you as an Additional Service.

Additional services under this agreement will consist of general consultation on solid waste management projects including field visits, and other miscellaneous consultation under the direction of the City of Newton. HLW Engineering Group will not undertake any Additional Services under this agreement without prior verbal confirmation from you or your agent. If the City identifies a significant task or project, HLW will work with you to develop a scope of work and cost for the project if possible. A separate agreement can then be developed for that scope at your request.

The fees for our Basic Services will be on a fixed fee basis. Payment for fixed fees will be on a monthly basis upon completion of the work item. Although the fees are shown by task, the compensation for

HLW Engineering Group, 204 West Broad Street, P.O. Box 314, Story City, Iowa 50248
(515) 733-4144



(515) 733-4146 Fax

individual tasks are not independent of each other and elimination of any task, in part or in whole, shall justify a review and possible adjustment of the fees for this proposal. The fees for our General Consulting and/or Additional Services will be billed only if they are performed and will be on an hourly fee basis. Work performed on an hourly time and expense basis will be billed monthly based on the actual hours spent on the project plus reimbursable expenses incurred in connection with the project. A Standard Hourly Rate Fee Schedule for 2023 is attached to this agreement. The Standard Hourly Rate Schedule will be reviewed at the end of each year and a new rate schedule will be provided, if applicable.

The cost of analytical testing will be billed directly to Newton by the laboratory.

The term of this Service Agreement is three (3) years; February 1, 2023 through January 31, 2026. We would expect to initiate the work under our Basic Services as follows with the associated cost incurred as indicated.

<u>BASIC SERVICES</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
January				
Annual Water Quality Report (Areas A, B, C, D)	NA*	\$3,275	\$3,275	\$3,375
Financial Assurance & 28E Meeting	NA*	\$3,821	\$3,821	\$3,850
February				
Green House Gas Model Update	\$1,092	\$1,092	\$1,092	NA
March				
Hydrologic Monitoring (Old & New Areas)	\$2,292	\$2,292	\$2,292	NA
Explosive Gas Monitoring & Leachate Levels	\$ 437	\$ 437	\$ 450	NA
April				
Semi-Annual Notification to IDNR	\$1,365	\$1,365	\$1,400	NA
May				
Semi-Annual Inspection	\$1,200	\$1,200	\$1,200	NA
June				
Explosive Gas Monitoring & Leachate Levels	\$ 437	\$ 437	\$ 450	NA
September				
Hydrologic Monitoring	\$2,292	\$2,292	\$2,292	NA
Explosive Gas Monitoring & Leachate Levels	\$ 437	\$ 437	\$ 450	NA
November				
Semi-Annual Inspection (Old & New Areas)	\$1,200	\$1,200	\$1,200	NA
Annual Water Quality Report (1945 Landfill)	\$2,184	\$2,184	\$2,260	NA
December				
Explosive Gas Monitoring & Leachate Levels	\$ 437	\$ 437	\$ 450	NA
Comprehensive Plan Update 9	NA	\$12,500	NA	NA

* Currently under Contract

ADDITIONAL SERVICES (as requested)**During Contract Period**

General Consultation, hourly estimated	\$ 5,000	\$ 5,000	\$ 5,000	NA
Total Basic Services, (Fixed Fees) -	\$13,373	\$32,969	\$20,632	\$7,225
Additional Services, (Estimated) -	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>NA</u>
	\$18,373	\$37,969	\$25,632	\$7,225

If the IDNR requires substantial revisions to the sampling; or there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation and schedule taking into consideration the impact of such revisions or delays. We do not guarantee that our opinions of cost for others will not differ materially from negotiated prices or bids.

GENERAL TERMS AND CONDITIONS**1.0 CLIENT'S RESPONSIBILITIES**

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project: designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:

Furnish to CONSULTANT all pertinent information, which may include but not be limited to plans and specifications, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.

Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.

Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality.

CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and CONSULTANT shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 DISPUTE RESOLUTION

6.1 CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Paragraph 6.3, or other provisions of this Agreement, or exercising their rights under law.

6.2 If the parties fail to resolve a dispute through negotiation under Paragraph 6.1, then either or both may invoke the procedures of Paragraph 6.3.

6.3 Mediation: CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. CLIENT and CONSULTANT agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

7.0 DELAYS

7.1 If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT'S services is impaired, or CONSULTANT'S services are delayed or suspended, then the time for completion of CONSULTANT'S services, and the rates and amounts of CONSULTANT'S compensation, shall be adjusted equitably.

7.2 If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CLIENT shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

8.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses.

CONSULTANT shall have no liability to CLIENT on account of termination.

9.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

10.0 ALLOCATION OF RISKS

10.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

10.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising including consequential damages, unless otherwise prohibited by law.

11.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

12.0 PUBLIC RESPONSIBILITY

12.1 Both the CLIENT and the CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The CLIENT shall make no request of the CONSULTANT that in the CONSULTANT'S reasonable opinion, would be contrary to the CONSULTANT'S professional responsibilities to protect the public. The CLIENT shall take all actions and render all reports required

of the CLIENT in a timely manner. Should the CLIENT fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the CLIENT agrees the CONSULTANT has the right to exercise its professional judgement in reporting to appropriate public officials or taking other necessary action. The CLIENT agrees to take no action against or attempt to hold the CONSULTANT liable in any way for carrying out what the CONSULTANT reasonably believes to be its public responsibility.

12.2 The CLIENT agrees the CONSULTANT shall not be held liable in any respect for reporting said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages liabilities or costs arising out of or in any way connected with the CONSULTANT'S notifying or failing to notify appropriate public officials.

13.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

14.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

15.0 HEALTH AND SAFETY

This proposal assumes the work can be performed with OSHA Level D Personal Protective Equipment (PPE) consisting of a normal work uniform, with eye protection and hard hat where required. Fees for services will be adjusted as necessary should more stringent health and safety procedures be necessary based on specific site conditions, or confined space entry be required.

16.0 OTHER

16.1 The titles used in this instrument are for general reference only and are not part of the Agreement.

16.2 Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

16.3 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

16.4 This Agreement is to be governed by the law of the state in which the Project is located.

END OF GENERAL TERMS AND CONDITIONS

This eight (8) page Agreement, and the attached 2023 hourly rate schedule, represent the entire understanding between the City of Newton, Iowa and HLW Engineering Group in respect to the Project, and may only be modified in writing signed by both parties. This Agreement is offered for acceptance through January 31, 2023. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return both copies to us as notice to proceed. We will return 1 signed copy to you for your records. The terms of this Agreement shall not extend beyond January 31, 2026, unless extended in writing by us.

Respectfully submitted,
HLW Group, LLC

Douglas Luzbetak, P.E.
Managing Member

Todd D. Whipple, CPG
Managing Member

Accepted this ____ day of _____, 20____, by the City of Newton

By: _____

By: _____

Title: _____

Title: _____



HLW Engineering Rate Schedule

ROLE

RATE

Personnel

Licensed Professional Engineer	\$183.00/Hour
Professional Geologist	\$168.00/Hour
Senior Technician	\$157.00/Hour
Survey Crew	\$190.00/Hour
Resident Project Representative	\$143.00/Hour

Field Services & Supplies

Nuclear Density Testing	\$25/Test, \$250/Day Maximum
Survey Wood	\$12.00/Hour
Survey Equipment	\$10.00/Hour
Padlock	\$16.00/Each
Waterra Footvalve	\$15.00/Each
Waterra Tubing	\$0.50/Foot

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies. The rate listed is the maximum billing rate for each category; actual charges may be less.

Listed rates are effective **January 1, 2023** through **December 31, 2023**.

BILLABLE EXPENSES: Billable expenses include specialty equipment (total station and GPS survey equipment, laboratory/field testing equipment, and environmental monitoring equipment/supplies), specialty vehicles (\$1.00/mile), and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project. Reimbursable expenses will not be subject to any administrative fee or mark-up.

City of Newton Disbursements 1-17-23

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 21.98
Air Science USA LLC	Police	Supplies	\$ 399.73
Airgas USA LLC	Fire	Service	\$ 438.38
Alliant Energy/IPL	All	Utilities	\$ 50,645.97
Amazon Capital Services	All	Supplies	\$ 1,557.72
Arrowhead Forensics	Police	Supplies	\$ 187.22
ASCAP	Parks	License	\$ 420.00
Black Hills Energy	Maytag Pool/Parks	Utilities	\$ 1,102.22
Bolton & Menk Inc	Street	Service	\$ 3,383.00
Bound Tree Medical LLC	Fire	Supplies	\$ 2,532.23
Brick Gentry P.C.	D&D/Legal Services	Service	\$ 13,859.81
Caldwell Briery & Chalupa PLLC	D&D Program	Services	\$ 94.00
Card Services	All	Service	\$ 2,241.55
Cardinal Trophies	Fire	Supplies	\$ 118.00
Carl's Window Service	Library	Service	\$ 90.00
Carolina Software	Landfill	Supplies	\$ 500.00
Cintas	All	Service	\$ 391.67
Civic Systems LLC	Finance	Service	\$ 6,946.00
Clapsaddle-Garber Assoc	Airport RESO 2020-111	Service	\$ 21,186.84
Computer Resource Specialists	All	Service	\$ 1,822.50
Con-Struct Inc	Airport RESO 2021-134	Service	\$ 26,303.60
Crouch Recreation Inc	Tort Liability RESO 2022-207	Supplies	\$ 39,103.00
Darrell's Electric	City Center	Service	\$ 180.00
DePenning & Associates	Fire RESO 2021-257	Service	\$ 22,058.00
Des Moines Stamp Mfg	Police	Supplies	\$ 82.00
DH Pace Company	All	Service	\$ 2,215.00
Diagnostic Imaging Associates	Police	Service	\$ 22.00
Diamond Vogel Inc	Cemetery	Supplies	\$ 186.08
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 3,940.00
EZ Lease	Fire	Service	\$ 143.01
Fastenal	All	Supplies	\$ 599.93
Field Training Solutions	Police	Training	\$ 590.00
Forbes Office Solutions	All	Supplies	\$ 842.52
FOX Strand	WPC RESO 2020-267/268	Service	\$ 15,374.00
Galls LLC	Fire/Police	Supplies	\$ 1,458.53
Garcia, Jose	Police	Reimb	\$ 92.44
General Fire And Safety	City Center	Service	\$ 240.00
General Traffic Controls Inc	Traffic Control	Service	\$ 8,931.60
Grainger Inc	Water Pollution Control	Supplies	\$ 615.32
Gralnek-Dunitz	Snow Removal	Supplies	\$ 122.40
Gregg Young Auto Center	Police	Service	\$ 520.81
Gullett, Matt	Police	Reimb	\$ 2.50
Hamilton Glass	Parks	Supplies	\$ 102.08
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,547.21
Hillyard / Des Moines	Fire	Supplies	\$ 132.14
HLW Engineering Group	Landfill	Service	\$ 637.00
Homeguard Security Alarm	Water Pollution Control	Service	\$ 105.00
Hotsy Cleaning Systems	City Garage	Supplies	\$ 716.12
Housby Heavy Equipment	City Garage	Supplies	\$ 548.39
Hy-Vee Inc	Water Pollution Control	Supplies	\$ 13.15
Image Trend Inc	Fire	Service	\$ 400.00
IMWCA	All	Service	\$ 23,096.00
Iowa Communities Assurance Pool	Tort Liability	Service	\$ 1,000.00
Iowa Dept of Natural Resources	Landfill	Service	\$ 19,403.21

Iowa Inspections	Fire	Service	\$ 1,800.00
Iowa One Call	Engineering/WPC	Service	\$ 377.60
Iowa Park & Recreation Association	Maytag Pool	Training	\$ 135.00
Iowa Sports Turf Managers Association	Parks	Membership	\$ 75.00
Jacobs Electric Motor	Water Pollution Control	Service	\$ 116.68
Jasper Construction Services	Water Pollution Control	Supplies	\$ 66.60
Jerico Services Inc	Snow Removal	Supplies	\$ 1,920.00
JETCO Inc	Water Pollution Control	Service	\$ 6,130.00
Johnson Aviation	Airport	Reimb	\$ 48.14
Key Cooperative	All	Fuel	\$ 12,585.12
Keystone Labs	Water Pollution Control	Service	\$ 4,906.95
Liberty Tire Services LLC	Landfill	Service	\$ 150.00
Liebl Marketing Group	N Central TIF RESO 2022-284	Services	\$ 1,604.00
Lyman, Rick	Police	Service	\$ 205.00
Magnum Automotive	Fire/Police	Service	\$ 2,284.06
McFarland Clinic	Police	Service	\$ 223.00
Mediacom	Golf	Utilities	\$ 129.95
Menards-Altoona	Parks	Supplies	\$ 134.48
Mercy Medical Center-Newton PP	Police	Service	\$ 121.29
MercyOne Occupational Health Clinic	Fire	Service	\$ 2,901.00
MG Laundry Corporation	City Center/Fire	Service	\$ 120.65
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 253.46
Municipal Collections of America Inc	Fire	Service	\$ 1,717.48
Murphy Tractor & Equipment	City Garage	Supplies	\$ 1,525.05
NAPA Auto Parts	All	Supplies	\$ 3,292.39
News Printing Company	All	Services	\$ 686.10
Newton Clinic	Fire/Police	Service	\$ 557.39
Newton News	Police	Subscription	\$ 132.00
NFPA	Fire	Membership	\$ 175.00
Northern Lights Display	North Central TIF	Supplies	\$ 3,867.50
Nova Fitness Equipment	Administration	Service	\$ 281.40
Office Depot	Cemetery	Supplies	\$ 48.54
O'Halloran International	City Garage	Supplies	\$ 223.67
Optum360	Fire	Supplies	\$ 52.48
Panasonic Connect	Fire	Service	\$ 240.00
Parkview Animal Hospital	Animal Control	Service	\$ 2,075.00
Premier Office Equipment	Executive/Police	Service	\$ 161.74
Quill Corporation	Finance	Supplies	\$ 77.97
Reeves Heating & Cooling	Water Pollution Control	Service	\$ 98.00
Reilly Construction Co	Street RESO 2022-185	Service	\$ 113,132.65
Sandry Fire Supply LLC	Fire	Supplies	\$ 13,157.87
Schakel, Brandon	Public Works Administration	Reimb	\$ 330.00
Secretary of State	Police	Service	\$ 30.00
SESAC	Parks	License	\$ 553.00
Smith Quality Rental	Fire	Supplies	\$ 24.00
Spahn & Rose Lumber Co	All	Supplies	\$ 195.51
Sprayer Specialties Inc	Landfill	Supplies	\$ 869.04
Springer Professional Home Services	City Center	Service	\$ 128.70
Stanard & Associates	Police	Supplies	\$ 92.00
Tek To Tek	Fire	Service	\$ 1,905.00
Terracon Consultants Inc	N Central TIF RESO 2021-213	Service	\$ 1,047.50
Theisen's	All	Supplies	\$ 1,332.53
Tompkins Industries Inc	Airport	Supplies	\$ 260.52
True Value Hardware	Water Pollution Control	Supplies	\$ 5.13
Two Rivers Cooperative	All	Fuel	\$ 10,950.52
United Public Safety Inc	Police	Service	\$ 24.07
United States Cellular	All	Utilities	\$ 1,151.42
Unplugged Wireless Communications	All	Service	\$ 3,507.56
Van Maanen Tree Service	Parks RESO 2022-316	Service	\$ 475.00

Van Wall Equipment	City Garage	Supplies	\$ 197.52
Warnick Mechanical	City Center	Service	\$ 694.00
Water Department	All	Utility	\$ 150.19
Woodruff Construction LLC	2021 Sewer Revenue Bonds	Service	\$ 469,283.02
Grand Totals:			\$ 950,258.30

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utilities	\$ 1,065.01
Black Hills Energy	All	Utilities	\$ 8,389.44
Capital One	Fire	Supplies	\$ 147.60
DSM Dueling Fiddles LLC	Parks - RESO 2022-354	Service	\$ 440.00
GG 115 LLC	N Central TIF - Prop Tax Rebate	Rebate	\$ 1,416.00
Illinois Casualty Company	Golf	Insurance	\$ 914.00
Mediacom	Golf	Utilities	\$ 208.13
Sullivan Auto Body	Cibula Truck Repair - RESO 2022-364	Service	\$ 2,414.53
TK Concrete Inc	City Hall Parking Lot - RESO 2022-106/242	Service	\$ 94,806.53
Verizon Wireless	Police	Utilities	\$ 15.02
Windstream	Airport/City Center	Utilities	\$ 106.89
Total			\$ 109,923.15

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 12,555.00
Bank Iowa	All	Insurance	\$ 4,860.00
Great Southern Bank	All	Insurance	\$ 270.00
Kabel	All	Insurance	\$ 50.00
Payroll 12-09-22	All	Payroll	\$ 408,487.01
Payroll 12-23-22	All	Payroll	\$ 416,508.61
Mutual of Omaha	All	Insurance	\$ 4,978.17
Great Southern Bank	Golf	Fees	\$ 192.17
Met Life Dental	All	Insurance	\$ 10,470.59
State of Iowa	General	Sales Tax	\$ 3,543.11
Wellmark BC/BS	All	Insurance	\$ 175,816.48
Total:			\$ 1,037,731.14

Newton Waterworks Disbursements 1-17-23

Vendor	Department	Description	Amount
1ST AVE NUTRITION	Waterworks	REFUND	\$ 19.01
AIR PRODUCTS AND CHEMICALS INC.	Waterworks	SUPPLIES	\$ 2,529.69
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 30,204.62
BLACK HILLS ENERGY	Waterworks	SERVICE	\$ 811.14
BROWN'S SHOE FIT CO.	Waterworks	SUPPLIES	\$ 200.00
CASADY, PATRICK	Waterworks	REFUND	\$ 73.55
CENTRAL IOWA FENCING	Waterworks	SERVICE	\$ 9,838.00
CITY OF NEWTON	Waterworks	SERVICE	\$ 23,765.08
CITY OF NEWTON - LANDFILL	Waterworks	SERVICE	\$ 11.05
CITY OF NEWTON- PUBLIC WORKS	Waterworks	SERVICE	\$ 365.23
CIVIC SYSTEMS LLC	Waterworks	SERVICE	\$ 6,981.00
COMPUTER RESOURCE SPECIALISTS	Waterworks	SERVICE	\$ 90.00
DANNELS, JOHN & MARYLOUISE	Waterworks	REFUND	\$ 74.55
FAREWAY STORES	Waterworks	SUPPLIES	\$ 30.42
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 162.93
FORBES OFFICE EQUIP	Waterworks	SUPPLIES	\$ 7.00
FOX STRAND, INC.	Waterworks	SERVICE	\$ 8,371.50
GILES, DARISE	Waterworks	REFUND	\$ 19.55
GRAINGER	Waterworks	SUPPLIES	\$ 24.21
HACH CHEMICAL COMPANY	Waterworks	SUPPLIES	\$ 516.12
HANSEN, DAVID	Waterworks	REFUND	\$ 91.34
HAWKINS INC	Waterworks	SUPPLIES	\$ 2,404.58
HUFFAKER GARAGE DOORS, LLC	Waterworks	SERVICE	\$ 180.00
HYVEE	Waterworks	SUPPLIES	\$ 142.60
IOWA RURAL WATER ASSOCIATION	Waterworks	FEE	\$ 1,065.00
JOHNSON CONTROLS SECURITY SOLUTIONS	Waterworks	SERVICE	\$ 585.37
MG LAUNDRY CORP	Waterworks	SERVICE	\$ 72.00
MICROBAC LABORATORIES, INC	Waterworks	SERVICE	\$ 232.25
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 16,408.59
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 90.00
MYLLYKANGAS, RICHARD & TAMMY	Waterworks	REFUND	\$ 13.10
NAPA AUTO PARTS	Waterworks	SUPPLIES	\$ 46.99
RATCLIFF, GLENN	Waterworks	REIMBURSEMENT	\$ 64.00
STANLEY, JOSEPH	Waterworks	REFUND	\$ 11.36
STRACK, VINNY	Waterworks	REFUND	\$ 149.10
T/C TOWN COUNTRY SERVICES	Waterworks	SERVICE	\$ 380.00
TAYLOR, JON	Waterworks	SERVICE	\$ 54,991.32
THEISEN'S	Waterworks	SUPPLIES	\$ 369.12
TWO RIVERS COOPERATIVE	Waterworks	SERVICE	\$ 1,916.73
UNITED RENTALS (NORTH AMERICA), INC	Waterworks	SUPPLIES	\$ 170.00
US CELLULAR	Waterworks	SERVICE	\$ 230.17
US POSTMASTER	Waterworks	SERVICE	\$ 2,500.00
UTILITY EQUIPMENT CO	Waterworks	SUPPLIES	\$ 180.00
VAN MAANEN ELECTRIC, INC.	Waterworks	SUPPLIES	\$ 2,533.40
VAN WERT INC.	Waterworks	SERVICE	\$ 8,492.50
WELLS FARGO	Waterworks	SERVICE	\$ 197.46
WEX BANK	Waterworks	SUPPLIES	\$ 1,287.37
WINDSTREAM	Waterworks	SERVICE	\$ 759.89
WINDSTREAM COMMUNICATIONS, INC	Waterworks	SERVICE	\$ 382.50
TOTAL:			\$ 180,041.39

City of Newton Council Report

**Item:**

Resolution approving updated park rules to allow for ice fishing on Cardinal Pond.

Summary:

Approval of proposed rules allowing the public to ice fish on Cardinal Pond.

Financial Impact:

minimal

Report Number: 2023-5**Date:**

January 16, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

Constructed as part of the stormwater detention system on the Arbor Estates development site in 2020, Cardinal Pond was designed and built to become the City's first fishable pond in our park system. Since the pond was filled in late 2020 it has been stocked with fish by the Iowa DNR, and artificial habitat was sunk in the pond to support the fish population. The Iowa DNR, in their guidance to City staff on maintaining the pond, also strongly recommended that City Council approval be sought if ice fishing is to be allowed on the pond.

Staff researched what other area communities do and don't allow related to ice fishing, and also sought input from the City's insurance carrier (ICAP) on possible liability in allowing people access onto the ice. Other area communities show a wide swing in their policies, from absolutely nobody being allowed on the ice to unlimited access for ice fishing. Staff's plan is modeled after that in Ankeny, which has numerous public ponds where ice fishing is allowed. Signs would be posted stating that ice fishing is allowed, but people would be on the ice at their own risk. Posting of ice conditions by staff is not proposed, as no ice can ever be considered 100% safe. Staff's concern lies with potential liability if they are required to post daily ice conditions, and someone is injured after a "Safe" posting was made by City staff. Based on this plan, a sample sign was provided by ICAP that would be posted reflecting the "enter at your own risk" policy.

This proposal to allow ice fishing follows the Newton Park Board's 5-0 vote on September 21, 2022 recommending to City Council that ice fishing be allowed on Cardinal Pond. Staff's proposal to allow ice fishing includes the opportunity to add this new recreational activity in our park system, it has little to no maintenance requirements by staff, it would provide an off-season activity when most parks are closed, and it requires a low-cost investment in gear to begin fishing. Staff also see opportunities for education, such as a children's fishing clinic or other similar program held on the pond.

The new rules for ice fishing at Cardinal Pond would include:

- Access to the ice by the public would be at your own risk.
- The City will not provide reports or opinions on the safety of the ice during the ice fishing season (signs will be posted stating this).
- Iowa DNR fishing rules and regulations apply to all fishing activities and practices on the pond.
- No motorized vehicles will be allowed on the ice.
- Initial access to the pond will be walk-in only from Agnes Patterson Park, as no off-street parking is currently provided.

- No plowed access to the pond will be provided, as the pond will exist in a primitive manner at this time.
- All trash must be removed by the users, as no trash cans will be provided.

The minimal added expenses to allow ice fishing would include some new signs costing an estimated \$300, which would be purchased from the Parks operating budget. An estimated \$300-\$400 annual increase in liability insurance was also expected following discussions with ICAP.

Recommendation:

City Staff recommends approval of this resolution updating park rules to allow ice fishing to occur on Cardinal Pond.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING UPDATED PARK RULES TO ALLOW FOR
ICE FISHING ON CARDINAL POND.**

WHEREAS, constructed as part of the stormwater detention system on the Arbor Estates development site in 2020, Cardinal Pond was designed and built to become the City's first fishable pond in our park system; and

WHEREAS, since the pond was filled in late 2020 it has been stocked with fish by the Iowa DNR, and artificial habitat was sunk in the pond to support the fish population; and

WHEREAS, Staff's proposal to allow ice fishing includes the opportunity to add this new recreational activity in our park system, it has little to no maintenance requirements by staff, it would provide an off-season activity when most parks are closed, and it requires a low-cost investment for gear to begin fishing; and

WHEREAS, the new rules for ice fishing at Cardinal Pond would include:

- Access to the ice by the public would be at your own risk.
 - The City will not provide reports or opinions on the safety of the ice during the ice fishing season (signs will be posted stating this).
 - Iowa DNR fishing rules and regulations apply to all fishing activities and practices on the pond
 - No motorized vehicles will be allowed on the ice.
 - Initial access to the pond will be walk-in only from Agnes Patterson Park, as no off-street parking is currently provided.
 - No plowed access to the pond will be provided, as the pond will exist in a primitive manner at this time.
 - All trash must be removed by the users, as no trash cans will be provided.
- ; and

WHEREAS, this proposal to allow ice fishing follows the Newton Park Board's 5-0 vote on September 21, 2022 recommending to City Council that ice fishing be allowed on Cardinal Pond; and

WHEREAS, the minimal added expenses to allow ice fishing would include some new signs costing an estimated \$300 from the Parks operating budget, along with an estimated \$300-\$400 annual increase in liability insurance costs; and

WHEREAS, Staff recommends approval of this resolution updating park rules to allow ice fishing to occur on Cardinal Pond.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the ice fishing is hereby allowed on Cardinal Pond per the above noted rules, and that the Community Services Department is directed to install all required signs around the pond to minimize the City's liability exposure as recommended by ICAP.

PASSED this _____ day of January, 2023.

APPROVED this _____ day of January, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk