



Newton City Council Agenda

June 5, 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

Presentation

2. Mid-Iowa Planning Alliance - Caleb Knutson
3. Therapy Canine Program - Newton Fire Department Captain Steve Ashing and River

Citizen Participation

4. This is the time of the meeting that a citizen may address the Council. After being recognized by the presiding officer, each person will be given three (3) minutes to speak. Elected officials will take comments into consideration; however, this time is not intended for a discussion or entering into a dialogue. Elected officials and City staff will not answer questions or debate a citizen during the *Citizen Participation* portion of the meeting.

Consent Agenda

5. May 15, 2023 Regular City Council Meeting Minutes
6. May 15, 2023 Special Workshop Minutes
7. Approve Liquor Licenses for the following: CASEY'S GENERAL STORE #1911- LE0003308, 1018 1ST AVE E, Class E Retail Alcohol License, Ownership Change; Hy-Vee Market Cafe- LC0041009, 1501 1st Ave E Market Cafe Area, Class C Retail Alcohol License; Wal-Mart Supercenter #748- LE0000974, 300 Iowa Speedway Dr, Class E Retail Alcohol License; Special Event Premise Transfer, American Legion for Thundersnights, June 9, 2023.
8. Approve 2023-2024 Cigarette/Tobacco/Nicotine/Vapor License for: Dollar General, 1803 1st Ave E; Git-N-Go #14, 801 1st Ave W; Git-N-Go #45, 1708 S 8th Ave E; KC Store, 4300 S 22nd Ave E; Love's Travel Stop, 4400 S 22nd Ave E; Newton 66, 1806 S 12th Ave W; Shop N Save, 404 S 11th Ave W; Walgreen's, 1204 1st Ave E; Wal-Mart, 300 Iowa Speedway Dr; West End, 1325 1st Ave W
9. Certify Police Officer Candidate List

10. Resolution appointing Andrew Elbert to the City of Newton Planning and Zoning Commission for an unexpired term ending December 31, 2028.
11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-05)
12. Resolution accepting completion of the Sanitary Sewer Manhole Restoration Project 2022-01
13. Resolution approving an agreement with the Newton YMCA for fiscal year 2024
14. Resolution accepting a Wellmark MATCH Grant for the proposed Aurora Park Pickleball Courts Project
15. Resolution Approving a Funding and Partnership Agreement with United Way of Jasper County
16. Resolution authorizing the purchase of a Skid Steer Loader for the Public Works and Fire Department
17. Resolution accepting completion of the Newton City Hall Parking Lot Reconstruction Project
18. Resolution awarding contract for the 2023 Streetscape Light Pole Refinishing Project
19. Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.
20. Resolution amending the cost of the spring/summer strategic video marketing campaign to attract potential home buyers to Newton adopted on April 3, 2023.
21. Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$800,000
22. Approve Bills

Ordinance

23. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1100 block of South Fifth Avenue West
 - The City received safety concerns regarding street parking in the 1100 block of S 5th Ave W
 - This roadway is 26 feet wide and when a vehicle is parked on S 5th Ave W near the intersection of W 12th St S a safety hazard is created.
 - The Traffic Safety Committee reviewed the situation and recommends restricting parking on the south side of S 5th Ave W - 69ft. east of W 12th St S
 - Surveys of adjoining properties were conducted with 6 residents in favor and 0 opposed of the recommended changes.
24. First Consideration of an Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS, AND MOBILE FOOD UNITS."

- The established purpose of Chapter 111 is to protect the residents of the city by requiring the registration and licensing of any person engaging in peddling, soliciting, transient merchants, and mobile food units in the city.
- The Ordinance would modify the premise permit held by property owners by removing the annual renewal unless there are changes to the site or building(s) on the property.

Resolution

25. Resolution approving Ragbrai street closures on July 27, 2023
 - RAGBRAI has chosen the City of Newton as the day five meeting town on July 27th, 2023.
 - Envision Newton 2042 recognizes four strategic objectives, one of which is to “establish Newton as a compelling destination.” The state-wide RAGBRAI event’s visit to Newton helps accomplish this strategic objective.
 - City staff is requesting road and parking lot closures for the route and event spaces.
 - City staff is seeking approval of a quote of \$12,400.00 for the rental and setup of barricades.
26. Resolution approving pay range Increase for an administrative assistant within the Police Department
 - The Police Department employee currently serving as an Administrative Assistant I has completed all the required training and has taken on an additional workload.
 - It's recommended the Administrative Assistant I wage schedule increase from range 2 step 3 to range 3 step 2 effective July 1, 2023.
 - Staff recommends approval of this resolution.
27. Resolution Approving the Granting of a Downtown Improvement Grant for the Business at 105 West 2nd Street North
 - Silverado Jewelry is planning improvements to their business facade including awning work, signage, and painting. Silverado Jewelry has requested assistance with these projects through the Downtown Improvement Grant Program.
 - At their meeting on May 25, 2023, the Downtown Grant Review Board recommended approval of grant funds for the project in an amount not to exceed \$2,648.28, provided a 1:1 match is met.
28. Resolution Approving the Granting of a Downtown Improvement Grant and Downtown Housing Grant for the property at 120 North 2nd Avenue West

- A multi-faceted improvement project is planned for the building at 120 North 2nd Avenue West including front and rear facade improvements, painting, new awning, and new upper-story windows.
- At their meeting on May 25, 2023, the Downtown Grant Review Board recommended approval of a total grant amount of \$25,339.26.

Staff Report

29. Construction Project Updates - Joe Grife, Public Works Director

Mayor/Council Comments

30. Mayor and Council Comments

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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Newton Fire Department Crisis Canine

The Newton Fire Department is seeking council support in implementation of a Crisis Canine program.

We have established a partnership with Crisis Canines of the Midlands a non-profit 501c3 organization. With the mission of providing support Crisis Response K9 teams, which consist of a first responder handler partnered with a nationally certified Therapy Dog. In addition to providing financial support for these teams through donations from individuals and businesses, they also develop and implement training and deployment protocols to maintain consistent professional standards.

A Crisis Response K9 team can perform a wide variety of services to fellow first responders and to the community. Examples of “deployments” over and above being an extension of the handler’s daily duties within their agency would include the following:

Public events

Community outreach and engagement

Major/traumatic incidents

School demonstrations

Grief, loss and trauma support

Natural disaster incidents

Victim forensic interviews

Criminal investigations/interviews

Crisis intervention

Medical facility visits (hospitals, nursing homes, VA clinics, etc.)

Staff wellness and peer support

Service in partnership with government and non-profit organizations who address the effects of trauma, mental health and crime.

We had a unique opportunity at Newton Fire Dept. to give this concept a trial run. Capt. Steve Ashing has a 9 y/o German shepherd Sadie, who was breed to be a service dog. (She has not been trained as a service dog but has a great temperament) Crisis Canines was willing to work with Steve and Sadie to test out the program. Sadie started coming to the station with Capt. Ashing starting in March 2023. Interactions with the staff were positive and the overall program concept was discussed and the decision to move forward was made. This is when Crisis Canines of the Midlands contacted Capt. Ashing offering a German Shepard puppy named River and thought she would be a great fit for Newton. River was breed to be a therapy dog and both of her parents have champion blood lines. River is 3 months old now and has been accompanying Capt. Ashing to the station since April. She has been a very good puppy and is already learning her job. Interest in the program has been great. Captain Ryan Volk has also expressed interest in the program and has been working with Crisis Canines of the Midlands to find him a puppy as well. This means that we will have 2/3 of the days at the NFD with a therapy dog “on duty”.

Costs:

Crisis Canines of the Midlands goal is to get enough donations and sponsorships to fund the entire acquisition and training process. (Dog from a breeder \$2,000-\$2,500)(Training \$2,500)

Preventative and wellness care is being donated by Rebecca Smith.(\$1,000-\$1500). Total value of \$6,500.

All cost have been covered by Crisis Canines with no cost to the city.

Legal Opinion:

Chief Wellik reached out to the city attorney and received several items to address in the development of a policy for the program. These suggestions are included in the Therapy canine policy we have developed. The policy basically states that the City has no monetary or legal liabilities with the program. Each handler is volunteering their time and services.

Newton Fire Department Crisis Canine

Logistics:

Capt. Ashing has been bringing River to work at the NFD starting May 6th. River has a kennel in the captains office that she is being trained to go into when the ambulance and fire tones go off. She has food and water in the kitchen and her potty area is the grass next to the dumpster at the rear of the station. River and Capt. Ashing have started obedience class which last approx. 16 weeks. After that they will start Therapy Dog training for another 16 weeks. This training will include several certifications, AKC Canine Good Citizen, AKC Community Canine, AKC Urban CGC, Public Access. Alliance of Therapy Dogs Certification. All culminating in a 5 day intensive Crisis Canine Endorsement Certification academy from TEAM K9 Academy from Ohio in the spring of 2024.



NEWTON CITY COUNCIL MEETING MINUTES
MAY 15, 2023, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Proclamation

Mayor Hansen proclaimed:

2. EMS Week Proclamation

3. National Public Works Week - May 21 - 27, 2023

4. Kids to Parks Day Proclamation

Presentation

5. MercyOne Newton Update - Chad Kelley, MercyOne Newton Chief Operating Officer Kelley presented on the investment into MercyOne Newton by Trinity Health which created more bargaining power, more available surgeons, and cost savings.

Citizen Participation

6. Amanda Price, Ragbrai Committee asked that the Council waive the 2nd and 3rd readings of the Ragbrai Ordinance in order for the Committee to begin planning.

Consent Agenda

Moved by Wade, seconded by Hallam to approve consent agenda items 7-19. AYES: Six. NAYS: None. Consent Agenda was adopted.

7. May 01, 2023 Regular City Council Meeting Minutes
8. May 01, 2023 Workshop Minutes
9. Approve Liquor Licenses for the following: GIT-N-GO Convenience Store #14, 801 1ST AVE W, Class B Retail Alcohol License; Fore Seasons special event-wedding at DMACC, 600 North 2nd Avenue West, Class C Retail Alcohol License
10. Approve 2023-2024 Cigarette/Tobacco/Nicotine/Vapor License for: Casey's #1911, 1018 1st Ave E; Casey's #2341, 3104 1st Ave E; Casey's #2417, 1200 W 18th St S; Casey's #3954, 4343 S 15th Ave E; Fareway, 120 N 3rd Ave E; HyVee Iowa Speedway #1, 3333 Rusty Wallace Dr; HyVee Iowa Speedway #2, 3333 Rusty Wallace Dr; Newton Market, 321 1st Ave W; Tobacco, Vape & Ecig, 1126 1st Ave E
11. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-04)
Resolution 2023-117 adopted.
12. Resolution authorizing the purchase of pre-season salt for snow and ice control
Resolution 2023-118 adopted.
13. Resolution approving 10-year Technical Services Master Agreement with Fox/Strand Engineering for the City of Newton's Waterworks needs
Resolution 2023-119 adopted.
14. Resolution accepting completion of the 2023 Overhead Door Installation Project
Resolution 2023-120 adopted.
15. Resolution approving Amendment No. 2 to the Airport Taxiway Project Consulting Services Agreement
Resolution 2023-121 adopted.
16. Resolution accepting completion of the Sunset Dog Park Project - Phase 1
Resolution 2023-122 adopted.
17. Resolution setting a public hearing for the sale of City-owned property at 524 South 4th Avenue East in Newton, Jasper County, Iowa
Resolution 2023-123 adopted.

18. Resolution setting a public hearing for the sale of City-owned property at 309 South 8th Avenue West in Newton, Jasper County, Iowa
Resolution 2023-124 adopted.

19. Approve Bills

Public Hearing

20. Public Hearing on a Resolution approving the preliminary plat of Arbor Estates Second Addition in the City of Newton, Jasper County, Iowa
Mayor Hansen stated that this is the time and place for a Public Hearing on the Resolution below. There were no written comments. Moved by George, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
21. Resolution approving the preliminary plat of Arbor Estates Second Addition in the City of Newton, Jasper County, Iowa
Moved by Ervin, seconded by Trotter to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-125 adopted.
22. Public Hearing on an Ordinance vacating and disposing of the west 6 feet of the north-to-south street right-of-way of East 6th Street North located in the 1000 block, City of Newton, Jasper County, Iowa.
Mayor Hansen stated that this is the time and place for a Public Hearing on the Ordinance below. There were no written comments. Moved by Dalton, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
23. An ordinance vacating and disposing of the west 6 feet of the north-to-south street right-of-way of East 6th Street North located in the 1000 block, City of Newton, Jasper County, Iowa.
Moved by Trotter, seconded by George to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Ordinance

24. Third Consideration of an Ordinance Amending the City of Newton Code of Ordinances Chapter 32, Section 32.003 Membership to expand eligibility for persons to serve on the Historic Preservation Commission to include owners of historic properties in the City of Newton
Moved by Dalton, seconded by Hallam to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Trotter, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2430 was adopted.
25. First Consideration of an Ordinance Creating Chapter 97 "RAGBRAI Regulations/Permits", Within Title IX of the Code of Ordinances of the City of Newton, Iowa, establishing regulations and a permit structure for RAGBRAI's visit to Newton - July 27, 2023
Moved by Ervin, seconded by Hallam to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved. Moved by Hallam, seconded by Trotter to suspend the rules and waive the second and third consideration of the Ordinance. AYES: Six. NAYS: None. Motion passed. Moved by Hallam, seconded by Trotter, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2431 was adopted.

Resolution

26. Resolution approving a D&D 2.0 Demolition Grant for 806 East 9th Street North in Newton, Jasper County, Iowa
Moved by Trotter, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-126 adopted.
27. Resolution Adjusting the Fee Schedule for the Newton Fire Department Ambulance Service
Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-127 adopted.
28. Resolution approving the RAGBRAI route through the City of Newton
Moved by Dalton, seconded by Halam to adopt the Resolution. Discussion ensued. Moved by Ervin, seconded by Wade to amend the Resolution by inserting Route B which would go down 1st Avenue. AYES: Six. NAYS: None. Resolution 2023-128 adopted.

29. Resolution granting an easement to Interstate Power & Light Co. at 110 1st St S & 112 W 3rd St S.
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-129 adopted.
30. Resolution approving Task Order 23-01 with Fox/Strand Engineering for professional services for the construction of a new Jordan Well.
Moved by Trotter, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-130 adopted.
31. Resolution approving Task Order 23-02 with Fox/Strand Engineering for professional services for the upgrade of the water plant and distribution system electrical controls and telemetry.
Moved by George, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-131 adopted.
32. Resolution approving a new lease agreement for the Community Hangar with Midwest Custom Ag Aviation, Inc. at the Newton Municipal Airport
Moved by Wade, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-132 adopted.
33. Resolution approving the Community Marketing Manager to make reservations for the Iowa Tourism Office's FY24 Travel Iowa Co-Op Program not to exceed \$24,000.
Moved by George, seconded by Trotter to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-133 adopted.
34. Resolution approving the creation of two temporary Firefighter/EMT/Paramedic positions in the Fire Department
Moved by Dalton, seconded by George to adopt the Resolution. Logan Shaver, a Newton resident, spoke in support. AYES: Six. NAYS: None. Resolution 2023-134 adopted.
35. Resolution Placing Staff on the Pay Matrix in the Administration, Utilities, and Fire Departments
Moved by Ervin, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-135 adopted.

Staff Report

36. Marketing Update - Danielle Rogers, Marketing Manager
Rogers provided a yearly marketing update. In 2022 Newton had over 187 online media mentions. The City uses Facebook, Twitter, Instagram, LinkedIn, Nextdoor, and YouTube. In 2022 there were 28,459 followers on Facebook with 132,272 page visits. On March 10th a new website design was released.

Mayor/Council Comments

Hansen invited everyone to attend the Peace Officer Memorial on Thursday at 5:30 pm at the Jasper County Courthouse. Wade announced that Parkview Animal Hospital was holding an Open House on May 24th from 1:30 pm to 6:30 pm.

Adjourn

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:15 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Michael L. Hansen, Mayor

NEWTON SPECIAL WORKSHOP MEETING MINUTES
MAY 15, 2023, 6:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in special session at 7:20 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

Presentation

2. Bids, Quotes, and Contracts for Public Improvement Projects, Services, and Purchases
Public Works Director, Joe Grife; Community Services Manager, Brian Laube; and Community Development Director, Erin Chambers educated council on the laws and rules for requesting bids and quotes for public improvement projects, services, and purchases.

Mayor/Council Comments

3. Mayor and Council Comments
The council inquired about using local vendors. Laube confirmed that the policy; if a local vendor is within 5% up to \$1500, the local vendor is preferred.

Adjourn

Moved by Wade, seconded by George to adjourn the meeting at 7:37 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Michael L. Hansen, Mayor



**City of Newton Civil Service Commission
Police Officer Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following list of candidates for the purpose of filling vacancies within the City of Newton Police Department. The following list shall expire one year from the date of certification, or upon exhaustion.

Police Officer Candidates

Nathan Wolff

Date: June 5, 2023

Signed:

Dave Zellinger

Teresa Ray

Gary Johnson

Witness by:

Katrina Davis, City Clerk

Date:

RESOLUTION NO. 2023 – _____

RESOLUTION APPOINTING ANDREW ELBERT TO THE CITY OF NEWTON PLANNING AND ZONING COMMISSION FOR AN UNEXPIRED TERM ENDING DECEMBER 31, 2028.

WHEREAS, Jane Repp resigned from the Planning and Zoning Commission effective December 31, 2022; and

WHEREAS, Andrew Elbert, 2420 N. 7th Ave. E., Newton, has expressed an interest in serving on the Planning and Zoning Commission and is qualified to do so; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Andrew Elbert is hereby appointed to the Planning & Zoning Commission for a term ending December 31, 2028.

PASSED this _____ day of June 2023.

APPROVED this _____ day of June 2023.

ATTEST: _____
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. 23-05)

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.

Financial Impact:

Cost Recovery: \$1,291.92

Report Number: 2023-636

Date:

June 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

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.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 23-05)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 23-05: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 23-05: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 23-05: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 23-05: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-05: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Marvin Gragg	827453026	605 E 7 1/2 St N	Newton	\$69,590	\$485.12	\$75.00	\$560.12	GARRETT'S SD LOT 14	3/30/2023
Tamatha Stier	828276019	1111 W 4th St N	Newton	\$99,180	\$249.31	\$75.00	\$324.31	PARCEL E IN LOT 2 SD SE NE	3/31/2023
Kenneth Kirk	827453027	603 E 7 1/2 St N	Newton	\$83,360	\$332.49	\$75.00	\$407.49	GARRETT'S SD LOT 15	4/20/2023
Total							\$1,291.92		

City of Newton Council Report

**Item:**

Resolution accepting completion of the Sanitary Sewer Manhole Restoration Project 2022-01

Summary:

Accept completion of contract to remove and replace eleven Manhole Castings. Nine of those received a Centrifugally Cast Mortar Liner to extend the life of the infrastructure and prevent Inflow and Infiltration.

Financial Impact:

Council previously approved a contract for \$36,836.80 in August, 2022, this action would accept the project and authorize payment of the retainage amount of \$1,841.84.

Report Number: 2023-619**Date:**

June 5, 2023

Lead Department:

Utilities

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.

City Council passed a resolution on August 1, 2022 awarding a contract to Hydro Klean LLC. in the amount of \$36,836.80. The Utilities Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed, is \$36,836.80.

Recommendation:

City staff recommends accepting the completion of the Sanitary Sewer Manhole Restoration Project 2022-01, and authorizing the release of retainage amount of \$1,841.84 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 2023- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
SANITARY SEWER MANHOLE RESTORATION PROJECT 2022-01 PROJECT**

WHEREAS, These Existing Sanitary Manhole's are approaching 51 years old and have begun to show their age. This project included 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, the City Council of the City of Newton awarded a contract to Hydro-Klean LLC of Des Moines, IA in the amount of \$36,836.80 on August 1, 2022 for Sanitary Sewer Manhole Restoration Project 2022-01; and

WHEREAS, Hydro Klean LLC. has completed the work, and the Utilities Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract; and

WHEREAS, the final contract amount, based on actual measured quantities of work completed, is \$36,836.80.

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 Utilities Director to execute payment of the retainer in the amount of \$1,841.84 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using WPC Funds.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an agreement with the Newton YMCA for fiscal year 2024

Summary:

This resolution approves funding for the YMCA as part of an agreement on cooperation and joint-efforts with the City

Financial Impact:

\$22,000 to be paid from the recently-approved FY-24 budget

Report Number: 2023-638**Date:**

June 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton has adopted Envision Newton 2042 as the comprehensive plan for the community, with said plan identifying community health and quality of life as desired outcomes for the community. The services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, Envision 2042.

City Staff prepared an agreement that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton, mainly in the parks and recreation areas.

Recommendation:

City Staff recommends that Council approve this resolution on the attached agreement for services with the Newton YMCA for Fiscal Year 2024.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION APPROVING AN AGREEMENT WITH THE NEWTON YMCA
FOR FISCAL YEAR 2024

WHEREAS, the City of Newton has adopted Envision Newton 2042 as the comprehensive plan for the community; and

WHEREAS, *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community; and

WHEREAS, the services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, *Envision 2042*; and

WHEREAS, an agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton; and

WHEREAS, the Newton YMCA has signed said agreement which provides \$22,000 in funding to the YMCA in FY-2024; and

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached agreement for services with the Newton YMCA for Fiscal Year 2024 is hereby approved, with said funding paid from the recently-approved FY-24 budget.

PASSED this ____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON, IOWA and NEWTON YMCA AGREEMENT – FY-2024

This AGREEMENT entered into this ____ day of _____, 2023, by and between City of Newton ("City"), an Iowa municipality located at 101 W 4TH St S, Newton, Iowa and the Newton YMCA, an Iowa not-for-profit corporation ("YMCA") located at 1701 S 8th Ave E, Newton, Iowa.

WHEREAS:

- A. The City and YMCA both address critical community needs by offering programs and services for all ages, abilities and income;
- B. The City and YMCA both strive to provide an inclusive and positive programming experience in youth sports; swimming; and health, wellness and other recreational programs;
- C. The City and YMCA believe that collaboration between the two organizations reduces duplication of services while creating a more efficient and effective way of developing youth, strengthening families, and promoting social connections in the community by leveraging each organization's strength;
- D. The YMCA owns the real property located at 1701 S 8th Ave E, Newton, Iowa;
- E. The City owns numerous parks and recreation sites, fields, and facilities throughout Newton (the "City Parks");
- F. The City believes that their support of the YMCA benefits the greater Newton area, and that a successful YMCA is a benefit for the public;
- G. The City intends to support the YMCA and its programs, all while working to supplement, but not compete with, the YMCA's offerings to the community.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

- 1. **Recitals.** The Recitals set forth above are true and correct and are fully incorporated into the provisions of this Agreement.
- 2. **Acknowledgement.** The Parties acknowledge that the provisions of this Agreement are mutually beneficial and constitute necessary, good, and valuable consideration supporting the Parties' desires to support and grow each other's programs and offerings.
- 3. **Annual City Financial Contribution.** The City, upon approval of this agreement by the City Council, hereby allocate to the YMCA financial support in two installments: The first payment of \$11,000 to occur on or about July 1, 2023; and a second payment of \$11,000 to occur on or about January 1, 2024.
- 4. **Sharing and Coordination of Efforts and Facilities.** The following items shall be included as part

of this Agreement:

- a. **City Facility Rental.** The City shall allow the YMCA to reserve and utilize City-owned park facilities and fields for YMCA leagues, events, or activities, excluding Maytag Pool and Westwood Golf Course, at no cost to the YMCA. Requests to schedule these facilities shall be in writing to the Community Services Director's address below, and shall be received by the City no later than December 1st of each year. The City reserves the right to deny reservation requests based on the City's needs or event schedule, or other normally reoccurring community events planned for certain City locations or facilities. The YMCA shall staff and run all of their events at City facilities utilizing YMCA employees. All post-event clean-up work shall be the responsibility of the YMCA. Participants in these YMCA activities shall sign a waiver holding the City of Newton harmless from any claims resulting in injury, death, or other loss sustained while participating in a YMCA led event on City property.
 - b. **Free Community Events.** The City and YMCA staff shall work to partner on up to two small events in the City park system annually, with each event open to the general public at no cost. Staffing and cost of these events shall be equally split between both parties. Both parties shall agree to each event's staffing, date, cost, etc.
 - c. **Promotion of Events.** Both parties shall make an equal effort to cross-promote each other's events on social media and websites.
 - d. **Swimming Pools.** With both parties owning and operating swimming pools, the cooperation of both parties to coordinate efforts in some manner is desired. Although no formal requirements are included in this Agreement, both parties shall commit to continued discussions and cooperation related to future pool items such as:
 - 1) Joint training sessions for lifeguard staff.
 - 2) Scheduling coordination of lifeguards by each party to support the staffing needs of the other's facility. (Lifeguards will be employed separately by each party).
 - 3) Recruitment of new lifeguards for both facilities.
 - 4) Shared indoor and outdoor programming, such as water aerobics classes or similar, in both pools.
5. **Term.** The term of this Agreement shall be for 12 months commencing on July 1, 2023 and continuing through June 30, 2024. The annual renewal period will open 90 days prior to the term expiration each year.
6. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach or violation.
7. **Notices.** Any notices required or permitted by this Agreement to be sent to the City shall be sufficient if transmitted by personal delivery or US mail, addressed to the City as follows:
- City of Newton
Attn: Community Services Director
403 W 4th St N – Suite 501
Newton, IA 50208
- with copy to:
- City of Newton
Attn: City Administrator
101 W 4th St S
Newton, IA 50208

Any notices required or permitted by this Agreement to be sent to YMCA shall be sufficient if transmitted by personal delivery or US mail, addressed to the YMCA as follows:

Newton YMCA
Attn: Chief Executive Officer
1701 S 8th Ave E
Newton, Iowa 50208

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart. A pdf or facsimile copy of any such counterpart shall be considered an original.
9. **No Waiver of Rights.** YMCA acknowledges that the City of Newton, by entering into this Agreement, does not waive any rights it may have as an Iowa municipality including, but not limited to, its full police power, its authority as the governing body of the citizens of the City of Newton, and its constitutional and statutory rights to sovereign immunity from suits to the full extent of the law.
10. **No Third-Party Beneficiaries.** The City and the YMCA hereby acknowledge that the provisions of this Agreement are intended to benefit only the entities executing this Agreement and that there is no intent to create or benefit any parties not signatory to this Agreement.
11. **Dispute Resolution.** The Parties acknowledge that the mutual commitments contained in this Agreement are intended to establish and grow a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to accomplish the objectives of the Agreements and to render a high quality of public service to the citizens of Newton and the patrons of the YMCA. The parties further acknowledge that the Agreements will require cooperation between the parties, their employees, and volunteers, and that in the process of drafting this Agreement it is not possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:
 - a. Each party shall inform the other at the earliest practicable time that a problem has arisen that requires action on the part of the other party. Said communication may be initiated either in writing or by email, and shall be through the City's Community Services Director and the YMCA's CEO.
 - b. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of an Agreement, the parties will arrange for authorized staff representatives to meet and confer as soon as possible, but no later than five (5) business days following said notification.
 - c. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
 - d. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Community Services Director or the YMCA 's CEO to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

CITY OF NEWTON:

By _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

NEWTON YMCA:

Name

By _____
Signature

Chief Executive Officer
Title

1701 S 8th Ave E
Street Address

Newton, IA 50208
City, State, Zip Code

Telephone

City of Newton Council Report

**Item:**

Resolution accepting a Wellmark MATCH Grant for the proposed Aurora Park Pickleball Courts Project

Summary:

Accept the \$100,000 grant award to offset costs of constructing four stand-alone pickleball courts in Aurora Park

Financial Impact:

\$100,000 in funding to apply to the project.

Report Number: 2023-637**Date:**

June 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

Included in the September 13, 2022 park bond referendum approved by City Council (per Resolution 2022-050) are four stand-alone pickleball courts in Aurora Park. To help offset costs of this project and the other three projects included in the successful referendum, staff has sought out possible grant funding. An application was submitted to the Wellmark Foundation for a MATCH Grant, with said application requesting \$100,000 in funding towards the pickleball court project. Staff has received word that Wellmark has approved the award of \$100,000 in funding towards the project.

In accepting this funding, the City commits to the following:

- Use the grant award by December 31, 2025 on project expenses only.
- Return any portion of the grant not used for this project.
- Complete periodic and final grant evaluation reports.
- Work with Wellmark on promotion and announcement of said grant and completed project.

Per Exhibit B of the agreement, the grant does not require the City to use the Wellmark name in any facilities names or promotional efforts.

Recommendation:

Staff recommends approval of the resolution accepting the \$100,000 MATCH Grant from the Wellmark Foundation for the Aurora Park Pickleball Courts Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION ACCEPTING A WELLMARK MATCH GRANT
FOR THE PROPOSED
AURORA PARK PICKLEBALL COURTS PROJECT**

WHEREAS, included in the September 13, 2022 park bond referendum approved by City Council (per Resolution 2022-050) are four stand-alone pickleball courts in Aurora Park; and

WHEREAS, to help offset costs of this project and the other three projects included in the successful referendum, staff has sought out possible grant funding; and

WHEREAS, an application was submitted to the Wellmark Foundation for a MATCH Grant, with said application requesting \$100,000 in funding towards the pickleball court project; and

WHEREAS, Staff has received word that Wellmark has approved the award of \$100,000 in funding towards the project; and

WHEREAS, in accepting this funding, the City commits to the following:

- Use the grant award by December 31, 2025 on project expenses only.
- Return any portion of the grant not used for this project.
- Complete periodic and final grant evaluation reports.
- Work with Wellmark on promotion and announcement of said grant and completed project.

; and

WHEREAS, per Exhibit B of the agreement, the grant does not require the City to use the Wellmark name in any facilities names or promotional efforts; and

WHEREAS, Staff recommends approval of the resolution accepting the \$100,000 MATCH Grant from the Wellmark Foundation for the Aurora Park Pickleball Courts Project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Newton accepts the \$100,000 MATCH Grant from the Wellmark Foundation for the Aurora Park Pickleball Courts Project.

BE IT FURTHER RESOLVED, that Community Services Director shall be directed to complete all required grant submittals, acknowledgements, and close-out documentation to assure compliance with Wellmark's grant award stipulations.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

THE WELLMARK FOUNDATION GRANT AGREEMENT

THIS WELLMARK FOUNDATION GRANT AGREEMENT (“Agreement”) is made and entered into as of the 12th day of May, 2023 (the **“Effective Date”**) by and among The Wellmark Foundation (the **“Foundation”**), an Iowa nonprofit corporation, Wellmark, Inc., an Iowa corporation (**“Wellmark”**), and City of Newton (hereinafter, **“Grantee”**). The Foundation, Wellmark, and Grantee are sometimes individually referred to as a **“Party”** and collectively as the **“Parties”**.

RECITALS

A. The Foundation is exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the **“Code”**) and is classified as a private foundation under section 509(a) of the Code.

B. Grantee is exempt from federal income tax as an organization described in section 501(c)(3) of the Code and is classified as a publicly supported organization (a “public charity”) under section 509(a)(2) of the Code.

C. The purpose of this Agreement is to set forth the terms and conditions under which the Foundation has awarded a grant to Grantee.

NOW, THEREFORE, in consideration of the foregoing and the covenants of each Party herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Article I Scope

This Agreement applies to the grant being made to Grantee in support of Grantee’s mission (**“Grant Project”**), which terms and conditions (in addition to those set forth below) are set forth in the Grant Project Description attached hereto as **Exhibit A**. This Agreement does not apply to any other project or program of Grantee or the Foundation.

Article II Grant Award

The Foundation agrees to award Grantee for the Grant Project the amount identified in **Exhibit B** attached hereto to be paid in accordance with **Exhibit B**.

All payments hereunder are subject to the terms and conditions of this Agreement and will be used only for purposes specified in the Grant Project. Any funds that are not used by the end of the next calendar year following the end of the Grant Period will be transferred back to the Foundation. The process and procedure for the transfer of unexpended funds will be done in accordance with instructions by the Foundation. An unfunded extension of the Grant Period may be granted in writing at the sole discretion of the Foundation.

Grantee acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement, and that the funding of the Grant Project is made with the understanding that the Foundation has no obligation to provide other or additional support or grants to Grantee.

Article III

Grantee Responsibilities and Reports and Prohibited Expenditures

Grantee agree as follows:

- a. Naming Rights: In recognition of the Foundation's funding of the Grant Project, Grantee agrees to include the "Wellmark" name as specified in **Exhibit B** and Wellmark hereby grants to Grantee, and Grantee hereby accepts from Wellmark, a limited, royalty-free, non-transferable, non-sublicensable, non-exclusive, and revocable personal right to use the Wellmark Licensed Mark for the Permitted Uses (as defined in the Naming Rights Agreement). Grantee acknowledges and agrees that Wellmark and the Foundation have all rights in the "Wellmark" name (and any related logos and designs) ("**Wellmark Licensed Marks**"), including, without limitation, any trademark rights, service-mark rights, associated goodwill, and other intellectual-property, proprietary or intangible rights and that any and all use of the Wellmark name inures to the benefit of Wellmark. and the Foundation.

In addition, upon prior written consent of Wellmark, Grantee may use the "BLUE CROSS" and "BLUE SHIELD" names and marks as part of the Grant Project. Grantee acknowledges and agrees that the Blue Cross and Blue Shield Association ("**BCBSA**") owns all rights in the BCBS Licensed Marks (defined below), including without limitation any trademark rights, service-mark rights, associated goodwill, and other intellectual-property, proprietary, or intangible rights, and that any and all use of the BCBS Licensed Marks inures to the benefit of BCBSA. Grantee further acknowledges and agrees that any use of BCBS Licensed Marks under this Agreement is subject to one or more BCBSA license agreements between BCBSA and Wellmark and/or the Foundation (individually and collectively, the "**BCBSA License Agreement**"); and if the BCBSA License Agreement expires or terminates, either BCBSA, Wellmark or the Foundation may give written notice to Grantee of such expiration or termination, in which case Grantee must cease use of any BCBS Licensed Marks. The term "**BCBS Licensed Marks**" means any Blue Cross and Blue Shield names and symbols, including without limitation the word mark BLUE CROSS, the word mark BLUE SHIELD, the standard Blue Cross symbol (with the interior design element of the Vitruvian Man), the standard Blue Shield symbol (with the interior design element of the Staff of Asclepius), the solid Blue Cross symbol, and the solid Blue Shield symbol, and any other names or symbols incorporating any such names or symbols or the term BLUE and any applications or registrations therefore identified or set forth in this Agreement.

Wellmark and the Foundation have the right to review and approve the presentation and use of the Wellmark Licensed Marks and BCBSA Licensed Marks in signage, advertising, tickets, and other materials or items to ensure that the use and quality standards of the Wellmark Licensed Marks and BCBSA Licensed Marks are maintained and that any such presentation or use is consistent with their standards. Without limiting the foregoing, Grantee shall not use the Wellmark Licensed Marks or BCBSA Licensed Marks without the foregoing approval.

- b. Public Relations: Grantee will work with the Foundation on promotion and public announcements, including, without limitation, joint development of a public relations plan.
- c. Compliance with Foundation Requirements. Grantee will comply with such procedures as the Foundation has established, from time to time, as requirements for the Grant Project award and as set forth in its notification of the award and/or posted on the Foundation website (www.wellmark.com/foundation), incorporated herein by reference and made a part of this Agreement.
- d. Progress Reports. Grantee will submit written progress and budget reports and to provide such other information as requested by the Foundation. Grantee will include video or photographs as may be appropriate with the progress reports. Grantee will submit other reports that the Foundation may reasonably request and Grantee will permit the Foundation to visit Grantee's location to review the Grant Project.

- e. Compliance with Laws. In carrying out the Grant Project, Grantee will comply with all applicable laws, regulations, and will not infringe, misappropriate, or violate the intellectual property rights of any third party. At all times during the Grant Period, Grantee will maintain its tax-exempt and public charity statuses under (and conduct its activities in accordance with) sections 501(c)(3) and 509(a)(2) of the Code, respectively. Further, Grantee confirms that the Grant Project will not adversely affect Grantee's non-private foundation (public charity) status under section 509(a)(2) of the Code and Grantee will immediately notify the Foundation of any change in such status.
- f. Prohibited Expenditures. Grantee will use the Grant Project funding solely for purposes specified in section 170(c)(2)(B) of the Code. Without limiting the foregoing, Grantee will not directly or indirectly participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective public office, and will not use any of the grant funds to carry on propaganda, or otherwise to attempt, to influence legislation, within the meaning of section 4945(e) of the Code, or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4942(d)(2) of the Code.

Article IV Changes in Grant Project

Any changes in the Grant Project (including, without limitation, any changes in the services or activities described in the proposal materials or work plan) require the prior written approval of the Foundation. Failure to obtain prior approval may result in the suspension of the Grant Project funding or termination of this Agreement in accordance with Article X.

Article V Changes in Key Personnel

Grantee will provide notice to the Foundation within ten (10) days of any changes in the key personnel performing services for the Grant Project. Such written notice will include the individual's successor, title and resume. For purposes of this Article V, the term "key personnel" are listed in **Exhibit B**.

Article VI Records; Right to Examination and Audit; Release of Information

Grantee will maintain adequate accounting records and other records related to the Grant Project for at least four (4) years after the completion of the use of the grant funds. Grantee will permit the Foundation on-site visits and access to examine and audit all records and documents reasonably related to Grantee's obligations under this Agreement. Grantee will ensure the cooperation of its employees, officers, directors and agents in such examination and audit. The Foundation will provide at least five (5) days' notice to Grantee prior to the performance of an examination and audit and arrange a mutually acceptable time for it.

Without limiting the foregoing, Grantee will provide to the Foundation, upon request, all written program records including, but not limited to, non-identifiable usage records, statistical information, board, administrative and financial records, including budget, accounting activities, financial statements and audits reasonably related to the Grant Project.

Article VII Assignment

This Agreement will not be assigned by any Party without the prior written consent of the other Parties, which consent will not be unreasonably withheld. Any assignment not in accordance with this Article VII will be null and void.

Article VIII

Publication by the Foundation and Grantee; Rights to Data

The Foundation may include Grantee's name and logo and any videos, written and audio materials and photographs, and other information and materials relating to Grantee and the Grant Project in Foundation's public reports, press releases, presentations, newsletters, tax returns, and other public communications and disclosures including, without limitation, posting of any of the foregoing items on the Foundation's webpage or website and any social media accounts.

Grantee may publish the results of the Grant Project subject to the Foundation's prior review and comment. Any materials used by Grantee for the purpose of publicity pursuant to this Agreement will display the Foundation's designated and approved logo in a manner acceptable to and approved by the Foundation.

In the event activities supported by this Agreement produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (the term computer programs includes executable computer programs and supporting data in any form) (collectively, the "**Materials**"), the Foundation reserves the right to use, duplicate and disclose, in whole or in part, the Materials in any manner for any purpose whatsoever. Without limiting the foregoing, Grantee hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Materials in any manner for any purpose whatsoever.

In Process

Article IX

Remedies for Breach

In the event Grantee breaches any of the terms of this Agreement, the Foundation reserves all contractual, legal, and equitable remedies that are available.

Without limiting the foregoing, upon notice, the Foundation may suspend this Agreement, in whole or in part, and withhold payment of funds or recoup awarded funds when Grantee has breached or otherwise failed to comply with any of the terms of this Agreement until a corrective action plan has been submitted and approved by the Foundation. Reasons for suspension of this Agreement may include, but are not limited to, the following:

- a. Delinquency in submitting required reports by established due dates.
- b. Failure to show satisfactory progress in achieving the objectives of the Grant Project or failure to meet any of the terms and conditions of this Agreement.
- c. Failure to provide adequate management of the Grant Project funds.

A suspension will be in effect until Grantee has taken corrective action or given evidence satisfactory to the Foundation that corrective action will be taken or until this Agreement is terminated.

Costs incurred by Grantee during the suspension period will not be allowed under this Agreement unless expressly authorized in the notice of suspension. Necessary costs that Grantee could not reasonably avoid during the suspension will be allowed only if Grantee had a prior obligation for these expenses.

Article X

Term and Termination

This Agreement will commence upon the date of acceptance by the Foundation and will terminate at the end of the Grant Period. This Agreement may be terminated immediately by the Foundation upon notice (1) if circumstances beyond the control of the Foundation or Grantee make continuation of this Agreement impossible, or (2) in the event of Grantee's noncompliance with any term or condition, related rules, regulations or requirements in this Agreement or the Foundation has determined Grantee is unable to fulfill the work and services described in this Agreement.

In the event of such termination: (1) Grantee will be reimbursed by the Foundation only for those costs allowable under the award for the Grant Project that are incurred prior to the termination date, (2) any portion of the Grant Award not yet made will not be paid, and (3) Grantee will immediately return any unexpended funds to the Foundation unless otherwise agreed by the Foundation.

Article XI

Notices

Any notice required to be given under this Agreement will be in writing and deemed delivered when personally delivered, sent by a commercial overnight courier, sent by certified mail, return receipt requested, or transmitted by electronic means, to the address set forth on the signature page to this Agreement.

Article XII

Nonwaiver and Invalidity

Failure of any Party to exercise any of such Party's rights under this Agreement will not constitute a waiver of such rights in the future. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement will not be affected thereby and will continue to be valid and enforceable.

Article XIII

Section Headings and Interpretation

The Section headings used in this Agreement have been inserted for convenience of reference only and will not in any manner modify or restrict any of its terms or provisions. This Agreement will not be construed more strongly against any Party regardless of who was more responsible for its preparation. Grantee agrees that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and those of any other document, instrument or agreement by and between the Foundation and Grantee, the terms and conditions of this Agreement will be controlling over and supersede the terms and conditions of such other document, instrument or agreement.

Article XIV

Entire Agreement and Amendments

This Agreement and all attachments and exhibits hereto constitute the entire Agreement between the Parties with respect to the subject matter hereof and any prior agreements, understandings, representations and warranties, whether written or oral in regard to the subject matter hereof, are hereby superseded. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement will be effective unless such amendment is clearly identified as an amendment to this Agreement, made in writing and signed by authorized personnel of all Parties.

Article XV

Independent Contractors

The Parties agree that in their performance of this Agreement, they are at all times acting and performing as independent contractors. Nothing contained in this Agreement and no action taken or omitted to be taken by the Parties pursuant hereto will be deemed to constitute the Parties a partnership, an association, a joint venture or other entity.

Article XVI

Governing Law

This Agreement has been entered into, and is performable in part, in Des Moines, Iowa. This Agreement will be construed and enforced in accordance with the laws of the State of Iowa without regard to conflict of laws principles.

Article XVII Limitation of Action

No action, regardless of form, may be brought by any Party on any claim arising out of this Agreement more than two years after the claim arose.

Article XVIII Indemnification

Grantee will indemnify and hold the Foundation harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by the Foundation as a result of a breach of this Agreement by Grantee or any tortious, unlawful or unauthorized acts or omissions by Grantee.

Article XIX Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto and BCBSA (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

In Process

Article XX Survival

Articles III, VI and VIII-XXII will survive any termination of this Agreement.

Article XXI Dispute Resolution and Mandatory Arbitration

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a "**Dispute**"), the Parties agree to first attempt to resolve the Dispute in good faith by direct negotiation. If direct negotiation of such Dispute is not successful within thirty (30) days of one Party notifying the other Parties of a Dispute, any Party may submit such Dispute to arbitration through the American Arbitration Association ("**AAA**") as described in this Article. Other than the direct negotiation process set forth above, arbitration through the AAA shall be the sole and exclusive method of resolving any Disputes between the Parties. Arbitrations under this Article shall be conducted by a single arbitrator in accordance with the following: (i) the arbitration will be governed by the Federal Arbitration Act; (ii) the AAA's Commercial Arbitration Rules (the "**Rules**") will apply, except that the provisions of this Agreement will control over the Rules; (iii) the arbitrator will be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules; (iv) the Expedited Procedures under R-1 of the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is less than or equal to \$250,000; (v) the Parties may make motion(s) for summary adjudication; (vi) the fees and expenses of the arbitrator and for the administration of the arbitration shall be paid equally by the Foundation and Grantee, but the Parties will otherwise bear their respective costs incurred in connection with the arbitration; (vii) the arbitrator cannot award punitive damages and cannot require one Party to pay another Party's costs, fees, attorneys' fees, or expenses; (viii) the location of any arbitration proceeding will be in Polk County, Iowa; and (ix) the arbitrator is required to issue an award and a separate written decision which summarizes the reasoning and legal basis for the award. Any award or decision issued in connection with an arbitration under this Article shall be final and binding on all Parties and shall not be appealable. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Any arbitration award, decision, and all proceedings shall be kept confidential by the AAA, the arbitrator, and the Parties except (A) as necessary to fulfill legal obligations and to pursue legal rights (including enforcement of an arbitration award and pursuit of injunctive relief for a breach of confidentiality), and (B) in communications with a Party's auditors, attorneys, or accountants and a Party's federal or state regulators.

Article XXII
Consent to Jurisdiction; Waiver of Jury Trial

If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the Parties agree that the terms in this Article XXII will apply to any legal or equitable action brought in court because of such Dispute. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of any United States District Court or Iowa District Court sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either of such courts. Each of the Parties irrevocably waives any objection, including without limitation, any objection on the grounds of forum nonconveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. In addition, the Parties agree that neither of them shall commence any action arising out of or relating to this Agreement in any court other than the United States District Court or the Iowa District Court sitting in Des Moines, Iowa. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE PERFORMANCE OR ENFORCEMENT HEREOF.**

In Process

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each being deemed an original, as of the date of execution set forth below.

City of Newton

42-6005040
(501(c)(3) Tax Identification Number)

101 W 4th St. S
Newton, IA 50208

brianl@newtongov.org
(Email address)

By: _____
Brian Laube, Community Services Director

In Process
(Date of Execution by Grantee)

The Wellmark Foundation
1331 Grand Avenue
Des Moines, Iowa 50309

By: Laura Jackson
Laura Jackson, Chair of the Wellmark Foundation

5/12/2023
(Date of Acceptance by
The Wellmark Foundation)

Wellmark, Inc.
1331 Grand Avenue
Des Moines, Iowa 50309

By: David Brown
David Brown, EVP, CFO, and Treasurer of Wellmark, Inc.

5/12/2023
(Date of Execution by Wellmark)

EXHIBIT A

Grant Project Description

1. Overview of Grant Project.

The Aurora Park Pickleball Courts Project proposes to construct four new, stand-alone pickleball courts at Aurora Park in Newton, Iowa. The new pickleball courts will provide a safe environment for users and enhance the player experience with court lighting and fencing. The proposed project will increase court capacity for pickleball and tennis players alike.

The primary goal of constructing pickleball courts is to offer a new, low-cost recreational activity to people of all ages. This project seeks to promote increased exercise and physical activity for the residents of Newton through the following goals:

- The addition of youth and adult pickleball camps, leagues and tournaments under the direction of the City's Recreation Specialist.
- The utilization of the courts by the school district and the Newton YMCA per the City's existing agreements with both organizations.
- The increased use of the adjacent tennis courts as a result of moving pickleball players off these courts.
- The demand generated for even more courts in Newton once these first four courts are opened to play.

2. Conditions of Grant Project.

- a. The Foundation will provide financial support for the Grant Project in the amount of \$100,000.00
- b. The Grantee will show proof of required match amount, \$100,000.00, by August 16, 2023.
- c. The Grantee will allow Wellmark and the Wellmark Foundation to use their logo in promotional materials.
- d. The Foundation and Grantee will work together on promotion and announcement, including:
 - i. joint development of a public relations plan that could include but is not limited to news releases, media opportunities, social media and in-person events, interviews with participants/clients for The Wellmark Foundation and Wellmark Blue Cross and Blue Shield websites; and Filming and video vignettes by The Wellmark Foundation.
 - ii. allowing the Foundation to use any information provided by Grantee in future public relations and/or marketing activities; and
 - iii. in any social media posts related to the announcement of our funding and any further mentions of the initial announcement, Grantee will tag the following social media accounts (WellmarkBCBS – FB, Twitter and Instagram, Wellmark Blue Cross and Blue Shield – LinkedIn)
- e. The Grantee will provide progress reports on or by April 1, 2024, October 1, 2024 and April 1, 2025.
- f. The Grantee will provide final report on or by December 31, 2025.

EXHIBIT B
Grant Amount, Schedule of Payments, Grant Period, and
Permitted Use of “Wellmark” and “BCBS” Names

1. Total Amount of Grant Project Award: \$100,000
2. Timing of Payments of Grant: One-time payment made by September 31, 2023
3. Grant Period: Effective through December 31, 2025
4. Key Personnel: Brian Laube, Community Services Director
Matt Muckler, City Administrator
5. Permitted use of “Wellmark” and “BCBS” names: None

In Process

Certificate Of Completion

Envelope Id: 74D9FBC59B124639A87B43268735C977

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Tanya Raske

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rasketl@wellmark.com

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Laura Jackson

jacksonlj@wellmark.com

Executive Vice President & Chief Health Officer
Wellmark, Inc.Security Level: Email, Account Authentication
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David Brown

brownds@wellmark.com

EVP, CFO and Treasurer

Wellmark, Inc.

Security Level: Email, Account Authentication
(None)

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8E531A838BB84BE...

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Brian Laube

brianl@newtongov.org

Security Level: Email, Account Authentication
(None)

Sent: 5/12/2023 9:33:47 AM

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Electronic Record and Signature Disclosure:

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Company Name: Wellmark, Inc.

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Amber Ramirez ramireza@wellmark.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michelle Lickteig lickteigmm@wellmark.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/8/2023 12:33:22 PM ID: 96243dc4-4ef9-48cc-96e6-95f5ab080819 Company Name: Wellmark, Inc.		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2023 8:33:23 AM
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wellmark, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@wellmark.com

To advise Wellmark, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@wellmark.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wellmark, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to contracts@wellmark.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wellmark, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to contracts@wellmark.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Browsers:	•Internet Explorer (Windows Only) 8.0 or above – compatibility mode is supported only for 9.0 and above. •Windows Edge Current Version •Mozilla Firefox Current Version •Safari (Mac OS only) 6.2 or above •Google Chrome Current Version Note: Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above, Android 4.0 or above
Screen Resolution:	1024 x 768 recommended

Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wellmark, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wellmark, Inc. during the course of my relationship with you.

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with United Way of Jasper County

Summary:

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2024

Financial Impact:

\$20,000 in FY24 as Budgeted from Local Option Sales Tax Funds

Report Number: 2023-642

Date:

June 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the United Way of Jasper County outlines what services are expected in FY24 for the City's contribution of \$20,000 of Local Option Tax funds. The contract also requires the United Way of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving the funding and partnership agreement with the United Way of Jasper County for Fiscal Year 2024.

Matt Muckler, City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE UNITED WAY OF JASPER COUNTY FOR
FISCAL YEAR 2024**

WHEREAS, the City of Newton (City) wishes to provide funding to the United Way of Jasper County in Fiscal Year 2024; and

WHEREAS, during the FY24 budget process, the city council allocated \$20,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires the United Way to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2024 with the United Way of Jasper County is hereby approved.

PASSED this 5th day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the _____ day of _____, 2023, between the City of Newton, IA (Funder) and United Way of Jasper County, an Iowa not-for-profit agency located at 312 1st Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes health and human service programming; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2023, through June 30, 2024:

- A. Funding health and human service programs serving only Jasper County residents through a grant process;
- B. Ensuring funds received are distributed to programs meeting United Way guidelines, meet measurable objectives, and are distributed responsibly;
- C. Serve as a supporting agency in the wake of an emergency in the community;
- D. Additional Community Priority needs identified by United Way of Jasper County, and other services as needed;
- E. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$10,000 by July 15, 2023 and \$10,000 by January 15, 2024.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

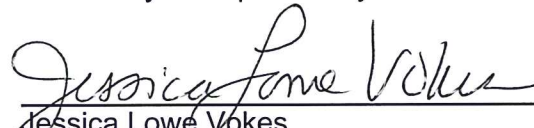
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

United Way of Jasper County

Michael Hansen, Mayor



Jessica Lowe Yokes
United Way of Jasper
County Executive
Director
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a Skid Steer Loader for the Public Works and Fire Department

Summary:

Authorize the purchase of a new 2023 skid steer loader

Financial Impact:

\$88,258.12 paid with \$55,000.00 of Road Use Tax funds and \$33,258.12 of General Fund Bond funds

Report Number: 2023-647**Date:**

June 5, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works Operations and the Newton Fire Department included a skid steer loader in the capital equipment plan for the fiscal year 2024 to be shared by both departments. Public Works Operations needs a skid steer loader daily to perform many operational needs, including concrete and asphalt repairs, loading, hauling, spreading material, and unloading deliveries. The Newton Fire Department will use the skid steer in winter for snow removal operations at City Hall.

Utilizing Sourcewell, a public purchasing cooperative for state & local governments, City staff requested bids to meet our specifications.

The following bids for a skid steer with attachments were obtained:

Equipment Dealer	Model	Bid Price
Ziegler CAT, Altoona, Iowa	259D3	\$88,258.12
Reuters, Elkhart, Iowa	270T	\$89,396.00

This purchase includes an 80" toothed bucket, four (4) counterweights, 48" pallet forks, RRG72 V60 grapple attachment, and a SESP96 V60 steel edge snow pusher.

Recommendation:

Approval of the resolution authorizing the purchase of a skid steer loader from Ziegler CAT of Altoona, Iowa, for \$88,258.12. The purchase of the skid steer loader with attachments will be paid for utilizing Road Use Tax and General Fund Bonds.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

RESOLUTION AUTHORIZING THE PURCHASE OF A SKID STEER
LOADER FOR PUBLIC WORKS OPERATIONS AND THE FIRE
DEPARTMENT

WHEREAS, a skid steer loader in the capital equipment plan for the fiscal year 2024 to be shared by both departments; and

WHEREAS, utilizing Sourcewell, a public purchasing cooperative for state & local governments, City staff requested bids to meet our specifications; and

WHEREAS, based on the desired specifications for a skid steer loader, the Sourcewell price was from Ziegler CAT of Ankeny, Iowa, in an amount of \$88,258.12 for a Caterpillar 259D3 compact track loader; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase a new Caterpillar 259D3 compact tracked loader with attachments from Ziegler CAT of Ankeny, Iowa, in the amount of \$88,258.12. The skid steer loader will be paid utilizing Road Use Tax and General Fund Bonds.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Newton City Hall Parking Lot Reconstruction Project

Summary:

Accept completion of the Newton City Hall Parking Lot Reconstruction Project

Financial Impact:

Council previously approved a contract for \$495,900.00 on April 4, 2024, and this action would accept the project and authorize payment of the retainage amount of \$28,419.13.

Report Number: 2023-648**Date:**

June 5, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

The parking lot for City Hall had begun to deteriorate, causing an unsightly appearance and safety concerns for citizens and city employees. Other issues, including a need for additional parking spaces, drainage issues, and non-compliance with current ADA standards, made it necessary for the parking lot to be reconstructed.

The parking lot, police storage garage, and underground water storage tank were removed and replaced with 6" and 7" PCC pavement with a 6" granular subbase. Along with this work, a new parking lot was built on the city-owned vacant lot at 201 W 4th St. S, adding 23 parking spots. New sidewalks and ADA ramps were constructed on the North, South, and East sides of City Hall.

Recommendation:

City staff recommends accepting the completion of the Newton City Hall Parking Lot Reconstruction Project and authorizing the retainage amount of \$28,419.13 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 2023- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
NEWTON CITY HALL PARKING LOT RECONSTRUCTION PROJECT**

WHEREAS, the parking lot for City Hall had begun to deteriorate, causing an unsightly appearance and safety concerns for citizens and city employees. Other issues, including a need for additional parking spaces, drainage issues, and non-compliance with current ADA standards, made it necessary for the parking lot to be reconstructed, and

WHEREAS, the parking lot, police storage garage, and underground water storage tank were removed and replaced with 6" and 7" PCC pavement with a 6" granular subbase. Along with this work, a new parking lot was built on the city-owned vacant lot at 201 W 4th St. S, adding 23 parking spots. New sidewalks and ADA ramps were constructed on the North, South, and East sides of City Hall; and

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

WHEREAS, quotes were requested and opened for said project by the City on April 4, 2022; and

WHEREAS, the City Council of the City of Newton awarded a contract to TK Concrete INC, of Pella, Iowa, in the amount of \$495,900.00 on March 25, 2022, for the Newton City Hall Parking Lot Reconstruction Project; and

WHEREAS, TK Concrete Inc. has completed the work, and the Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the contract's terms, conditions, and stipulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project and authorizes the Public Works Director to execute payment of the retainer in the amount of \$28,419.13 to TK Concrete Inc, no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of June 2023.

APPROVED this _____ day of June 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2023 Streetscape Light Pole Refinishing Project

Summary:

Award contract to repaint 61 existing streetscape lights in downtown Newton.

Financial Impact:

\$24,705.00 from Road Use Tax funds.

Report Number: 2023-649**Date:**

June 5, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

Existing streetscape lights in the central business district are approaching 30 years old and have begun to show their age. This project would see 61 light poles power washed and repainted to improve their appearance. The engineer's estimate for this project was \$25,600.00.

Separate from this contract, Public Works Operations crews would convert these lamp fixtures to more efficient LED fixtures. This project is expected to be completed in phases over the next few years, completing approximately 50 streetscape lights annually.

The following submitted quotes were received and opened on May 25, 2023:

<u>Company</u>	<u>Bid Price</u>
Pole Painting Plus, Inc. - Maple Lake, MN	\$24,400.00
Van Maanen Electric, Inc. - Newton, IA	\$24,705.00
Minturn, Inc.- Brooklyn, IA	\$79,300.00

The apparent low bidder is Pole Painting Plus Inc. of Maple Lake, MN, in the amount of \$24,400.00 but under Section 8 of the City of Newton financial policy because the bid from Van Maanen Electric, Inc., a locally owned business, is within 5% and less than the maximum of 1,500 dollars the project shall be awarded to them. The completion date of the project is October 31, 2023. The project will be paid for utilizing 2023 Road Use Tax funds.

Recommendation:

Council awards the project to Van Maanen Electric, Inc., Newton, IA, a locally owned business with the lowest responsive, responsible quote of \$24,705.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION AWARDING CONTRACT FOR THE
2023 STREETSCAPE LIGHT POLE REFINISHING PROJECT**

WHEREAS, existing streetscape lights in the central business district are approaching 30 years old and have begun to show their age. This project would see 61 streetscape light poles power washed and repainted to improve their appearance, and

WHEREAS, sealed quotes were received and opened on May 25, 2023; and

WHEREAS, City staff recommends that the City of Newton award a contract to Van Maanen Electric, Inc. Newton, IA, a locally owned business with the lowest responsive, responsible quote received in the amount of \$24,705.00 to be paid from 2023 Road Use Tax.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Van Maanen Electric Inc. of Newton, IA, in the amount of Twenty-Four Thousand Seven hundred and Five Dollars and Zero Cents (\$24,705.00) for the 2023 Streetscape Light Pole Refinishing Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Van Maanen Electric Inc. of Newton, IA, for the 2023 Streetscape Light Pole Refinishing Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.

Summary:

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

Financial Impact:

None

Report Number: 2023-651**Date:**

June 5, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

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

The Iowa DOT has provided the City of Newton a Supplemental Agreement for the 2023-2024 year that indicates the payment that the City will receive based on the State's standard maintenance rates. Per the supplemental agreement, the City of Newton is responsible for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4, and I.C.1 of the 5-year agreement for U.S. Highway 6 within the corporate limits of Newton. The City's responsibilities include pavement maintenance, storm sewer, snow/ice removal, and tree maintenance.

The maintenance payment rate for 2023-2024 will be an annual payment to the City of \$21,048.93.

Each year of the five-year agreement, the Iowa DOT will provide the City of Newton a Supplemental Agreement indicating the City's payment based on the State's standard maintenance rates.

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

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

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

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

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

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

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

May 24, 2023

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

Subject: Fiscal Year 2024 Supplemental Maintenance Agreement with City of Newton

Dear Jody,

Enclosed is a copy of the proposed Fiscal Year 2024 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2023 and ending June 30, 2024.

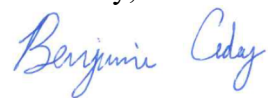
The terms of the agreement are the same as last year. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

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

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

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 Staff Engineer – South Area

Enclosure

cc: Tony Gustafson, IA DOT, District 1
Allsion Smyth, IA DOT, District 1
Bob Ellis, IA DOT, District 1
Cheryl Parrish, IA DOT, District 1
File



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

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

AGREEMENT:

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

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

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

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

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

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

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2023 to June 30, 2024 unless re-negotiated or terminated.

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

City of Newton

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

Date _____

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

City of Newton Council Report

**Item:**

Resolution amending the cost of the spring/summer strategic video marketing campaign to attract potential home buyers to Newton adopted on April 3, 2023.

Report Number: 2023-658**Date:**

June 5, 2023

Lead Department:

Community Development

Recommendation:

Approve

Summary:

This resolution corrects an error in the cost of the campaign that was listed incorrectly in the original RESO 2023-072.

Financial Impact:

\$10,900

Background:

On April 3, 2023, the City Council approved a spring and summer housing campaign. Council Report #2023-323 and the campaign proposal from Liebl Marketing Group had the correct cost of \$10,900 for the campaign, which includes:

- \$4,000 for the cable TV campaign (\$2000 per month with the ads running in April and July).
- \$6,900 for the Targeted Digital OTT campaign (\$2,300 per month with the ads running in April, May and June.)

The resolution, however, had an incorrect cost of \$9,600 listed. This resolution corrects that error.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2023- _____

**RESOLUTION AMENDING THE COST OF THE SPRING/SUMMER
STRATEGIC VIDEO MARKETING CAMPAIGN TO ATTRACT
POTENTIAL HOME BUYERS TO NEWTON ADOPTED ON APRIL 3,
2023.**

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

WHEREAS, the City’s Envision Newton 2042 Comprehensive Plan calls for the City to continue to build the community brand and reinforce the community’s identity;

WHEREAS, the plan calls for the City to focus economic development efforts on population and business growth by simultaneously supporting existing employers while attracting new employers and supporting citizens working remotely, and

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

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

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

WHEREAS, the original resolution passed on April 3, 2023 included the incorrect cost of the campaign despite the council report and proposal showing the correct cost,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes City Staff to spend up to \$10,900 in budgeted marketing expenses to promote housing in Newton through radio and video.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$800,000

Summary:

Setting public hearing date for entering into a loan and disbursement agreement

Financial Impact:

Not to exceed \$800,000 Water Revenue funds

Report Number: 2023-660

Date:

June 5, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

The City of Newton (the "City"), Municipal Waterworks Utility System (the "Utility" has continuously supplied water service in and to the City and its inhabitants since its establishment. There is a need to install a second (new) Jordan Well to supply the current and future demand for the customers water needs.

The City is proposing paying for this project with a drinking water state revolving fund loan (DWSRF)

The planning and design portion of the loan requires a public hearing for the Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$800,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

The Public Hearing is to be at the regular City Council meeting on June 19, 2023, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Recommendation:

Accept fixing a date for public hearing on proposal to enter into a water revenue loan and disbursement agreement and to borrow money for the new Jordan Well Project.

Matt Muckler, City Administrator

May 31, 2023

VIA EMAIL

Matt Muckler
City Administrator/City Hall
Newton, Iowa

Re: \$800,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 504612-56

Dear Matt:

We have prepared and attach proceedings for the June 5, 2023 City Council meeting to enable the Council to set June 19, 2023 as the date for a hearing on the proposal to enter into the SRF Water Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Water Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Newton. The last date on which this notice can be effectively published is June 15, 2023.

As soon as the notice appears in the newspaper, please scan and email a copy to lemke.susan@dorsey.com or fax it to our office at (515) 283-1060.

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call Erin Regan, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Katrina Davis
Lisa Frasier
Jody Rhone
Tracy Scebold
Tony Toigo
Lee Wagner
Steve Van Dyke
Michael Maloney

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

504612-56

Newton, Iowa

June 5, 2023

The City Council of the City of Newton, Iowa, met on June 5, 2023, at 6:00 o'clock p.m., at the City Council Chambers, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 2023-_____

Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$800,000

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$800,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on June 19, 2023, at the City Council Chambers, in the City, at 6:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$800,000

(WATER REVENUE)

The City Council of the City of Newton, Iowa, will meet on June 19, 2023, at the City Council Chambers, in the City, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$800,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$800,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon adoption and approval, as provided by law.

Passed and approved this June 5, 2023.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Michal L. Hansen,	Mayor
Matt Muckler,	City Administrator
Katrina Davis,	City Clerk
Lisa Frasier,	Finance Officer
Randy Ervin,	Council Member/Mayor Pro Tem
Melissa Dalton,	Council Member
Evelyn George,	Council Member
Mark Hallam,	Council Member
Craig Trotter,	Council Member
Vicki Wade,	Council Member

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the City of Newton, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the “Utility”), except as follows:

<u>Date</u>	<u>Type</u>	<u>Principal Amount Outstanding</u>	<u>Maturity</u>
NONE			

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue, if any)

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 6,131.45
Acushnet Company	Golf	Merchandise	\$ 6,631.00
Aerzen USA Corporation	Water Pollution Control	Supplies	\$ 382.18
Ag-Grow Plus Lawn Care	Airport	Service	\$ 123.60
Airgas USA LLC	Fire	Supplies	\$ 165.74
Alliant Energy/IPL	All	Utilities	\$ 12,390.73
Amazon Capital Services	All	Supplies	\$ 4,246.51
American Business Phones	All	Service	\$ 1,966.80
American Legal Publishing Corporation	Administration	Service	\$ 48.75
Baker & Taylor	Library	Books	\$ 1,601.59
Basepoint Buliding Automations	Parks	Service	\$ 525.00
Beck's	Community Beautification	Supplies	\$ 406.17
Bennett, William	Library	Technology	\$ 6.50
Bituminous Materials & Supply	Street	Supplies	\$ 1,792.80
Blackstone Publishing	Library	Books	\$ 175.16
Bliss, Troy	Fire	Reimbursement	\$ 461.33
Bolton & Menk Inc	All RESO 2023-015	Services	\$ 24,039.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,482.73
Brick Gentry P.C.	Legal Services	Service	\$ 13,262.50
Capital One	All	Supplies	\$ 762.15
Cappy's Tire & Auto Service	All	Service	\$ 1,028.55
Carl's Window Service	Library	Service	\$ 900.00
CDW Government Inc	Library	Supplies	\$ 12,516.98
Cengage Learning	Library	Databases	\$ 1,202.80
Center Point Large Print	Library	Books	\$ 374.78
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 657.00
Cintas	All	Supplies	\$ 1,597.01
Continental Research	Snow Removal	Supplies	\$ 505.98
D & K Products	Landfill	Supplies	\$ 145.00
Dack's Electronic Repair	Administration	Service	\$ 99.99
Davis Equipment Corp	Parks	Supplies	\$ 41.87
Davis, Steven	Water Pollution Control	Reimb	\$ 50.00
Demco Inc	Library	Supplies	\$ 270.00
Dept of Inspections & Appeals	Maytag Pool	License	\$ 150.00
Diagnostic Imaging Associates	Police	Service	\$ 23.00
Diamond Traffic Products	Engineering	Supplies	\$ 195.80
Diamond Vogel Inc	Cemetery	Supplies	\$ 226.02
Digium Cloud Services LLC	All	Service	\$ 406.00
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 70,234.85
Doors Inc	Library	Service	\$ 888.00
EBSCO Information Services	Library	Databases	\$ 3,257.00
Eckert, Bernard	Police	Reimbursement	\$ 106.11
FBG Service Corporation	Library	Supplies	\$ 1,754.86
Forbes Office Solutions	Library	Supplies	\$ 213.01
Formed Plastics Inc	Tort Liability	Supplies	\$ 11,241.63
FOX Strand	WPC RESO 2020-267/268	Service	\$ 10,004.25
Galls LLC	All	Supplies	\$ 2,322.80
GameTime	Parks	Supplies	\$ 1,904.64

Garcia, Jose	Police	Reimbursement	\$ 94.54
Grainger Inc	All	Supplies	\$ 2,483.82
Gralnek-Dunitz	Fire	Service	\$ 30.75
Gregg Young Auto Center	Police	Service	\$ 2,225.25
H W Wilson	Library	Databases	\$ 175.50
Harden, Jacob	Police	Reimbursement	\$ 57.27
Hawkeye Lock & Security	Police	Service	\$ 535.06
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,148.44
Heisdorffer, Rex	Fire	Reimbursement	\$ 19.77
Hornung's	Golf	Merchandise	\$ 162.77
Hy-Vee Inc	Executive	Supplies	\$ 114.06
Illinois Library Association	Library	Supplies	\$ 494.70
Image Trend Inc	Fire	Service	\$ 588.00
Iowa Audio Video	Executive	Service	\$ 1,216.87
Iowa Dept of Natural Resources	Water Pollution Control	Training	\$ 540.00
Iowa Law Enforcement Academy	Police	Training	\$ 280.00
Iowa League of Cities	Executive	Service	\$ 30.00
Iowa One Call	Engineering/WPC	Service	\$ 629.50
Iowa Outdoors	Library	Periodicals	\$ 15.00
Iowa Plains Signing Inc	Traffic Control	Supplies	\$ 90.00
Iowa Prison Industries	Police	Supplies	\$ 460.00
Iowa Pump Works	Maytag Pool	Service	\$ 3,765.75
Iowa Tourism Office	Community Marketing	Supplies	\$ 2,500.00
Isolved Benefit Services	Finance	Service	\$ 90.13
JETCO Inc	Water Pollution Control	Supplies	\$ 362.50
Johnson Aviation	Airport	Service	\$ 3,306.06
Joni's Creations	Police	Service	\$ 12.00
Key Cooperative	Fire	Supplies	\$ 50.00
Kinetic Edge Physical Therapy	Parks/Street	Service	\$ 90.00
Klingspor Abrasives Inc	Storm Water/Street	Supplies	\$ 751.30
Klocke's Emergency Vehicles	Fire	Service	\$ 566.88
Krivachek Janitorial Supply	Water Pollution Control	Service	\$ 381.56
Language Line Services	Police	Service	\$ 47.25
Liberty Tire Services LLC	Landfill	Supplies	\$ 150.00
Liebl Marketing Group	Community Marketing	Services	\$ 3,500.00
Lighting Plastics of MN Inc	Street Lighting	Supplies	\$ 205.80
Logan Contractors Supply	Storm Water/Street	Supplies	\$ 1,789.30
Lovan, Kyle	Police	Reimbursement	\$ 16.67
Lyman, Rick	D&D / Parks	Service	\$ 1,350.00
Mahaska Bottling Co	Golf/Maytag Pool	Concessions	\$ 3,203.98
Manatts - D.M.	Storm Water/Street	Supplies	\$ 12,000.87
Martin Marietta Materials	Storm Water/Street	Supplies	\$ 1,878.11
Maxim Advertising	All	Service	\$ 1,579.85
McFarland Clinic	Police	Service	\$ 185.00
Mediacom	Golf	Utility	\$ 281.41
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 635.91
Metro Waste Authority	Landfill/Street	Supplies	\$ 8,667.70
Midwest Alarm	Library	Service	\$ 232.74
Midwest Automatic Fire	All	Service	\$ 599.75
Municipal Collections of America Inc	Fire/Police	Service	\$ 908.35
NAPA Auto Parts	All	Supplies	\$ 1,731.58
News Printing Company	All	Services	\$ 1,523.70
Newton Community School	Police	Supplies	\$ 33.04
Northern Lights Display	Community Marketing	Supplies	\$ 2,350.00

OCLC Inc	Library	Databases	\$ 2,620.39
O'Halloran International	Landfill	Supplies	\$ 699.90
O'Reilly Auto Parts	Water Pollution Control	Supplies	\$ 24.98
OverDrive Inc	Library	Books	\$ 626.41
Phelps Uniform Specialists	City Center/Fire	Service	\$ 113.25
Pitney Bowes	All	Supplies	\$ 225.12
Prairie Ag Supply	Airport	Supplies	\$ 805.25
Preferred Pest Control Inc	Fire/Library	Service	\$ 709.80
Premier Office Equipment	Executive	Service	\$ 105.16
Proquest	Library	Databases	\$ 1,452.78
RACOM Corporation	Police	Supplies	\$ 1,540.50
Ray, Randy	Parks	Service	\$ 510.00
Reeves Heating & Cooling	City Center/Library	Service	\$ 6,178.29
Regal Clean LLC	City Center	Service	\$ 2,920.50
Reilly Construction Co	Street RESO 2022-185	Service	\$ 232,551.17
Reserve Account	Finance	Service	\$ 3,000.00
Rozendaal Services LLC	Parks RESO 2023-105	Service	\$ 14,259.50
Schakel, Brandon	Public Works Admin	Reimb	\$ 240.00
SchoolLife	Library	Supplies	\$ 472.20
Shattuck/RPM Inc	Golf	Supplies	\$ 374.00
Smith Quality Rental	Parks	Supplies	\$ 35.00
Smith, Kyle	Fire	Reimbursement	\$ 160.00
Spahn & Rose Lumber Co	All	Supplies	\$ 753.08
Springer Professional Home Services	Golf	Service	\$ 46.20
Star Equipment	Storm Water/Street	Supplies	\$ 464.00
Studio Melee	Library	Consulting	\$ 720.00
Terracon Consultants Inc	Water Pollution Control	Supplies	\$ 737.50
The Police and Sheriffs Press	Police	Supplies	\$ 32.60
Theisen's	All	Supplies	\$ 3,221.09
TK Elevator	City Center	Service	\$ 410.34
Tompkins Industries Inc	Landfill	Supplies	\$ 349.15
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 4,486.15
Transit Works	Engineering	Supplies	\$ 395.00
True Pitch Inc	Parks	Supplies	\$ 750.00
True Value Hardware	All	Supplies	\$ 2,134.98
Turfwerks	Parks	Supplies	\$ 385.91
Two Rivers Cooperative	Airport/Golf	Fuel	\$ 2,406.20
United Healthcare	Fire	Refund	\$ 66.26
Van Maanen Electric Inc	Parks/Street Lighting	Supplies	\$ 6,483.70
Van Maanen Tree Service	Parks	Service	\$ 3,000.00
Van Wall Equipment	All	Supplies	\$ 1,322.69
Volk, Ryan	Fire	Reimbursement	\$ 235.00
Warnick Mechanical	Airport	Service	\$ 98.00
Waste Solutions of Iowa	Golf/Parks	Service	\$ 595.00
Water Department	All	Utility	\$ 563.56
Witmer Public Safety Group	Fire	Supplies	\$ 353.57
Zero Waste USA	Parks	Supplies	\$ 3,732.40
Zimco Supply Company	Golf	Supplies	\$ 938.00
Zoll	Fire	Supplies	\$ 272.00

Grand Totals:

\$ 571,530.94

Pre-Authorized Payments

Beverage Distributors	Golf	Concessions	\$ 391.05
Black Hills Energy	All	Utilities	\$ 1,063.24
Caliber Concrete LLC	RUT RESO 2022-154	Retainage	\$ 41,185.65
Dish Network	Airport	Utilities	\$ 147.09
Doll Distributing LLC	Golf	Concessions	\$ 2,560.75
Fierce Faith	Tourism Grant RESO 2023-092	Grant	\$ 2,500.00
Gezellig Brewing Co	Golf	Concessions	\$ 152.00
Hopkins Roofing Inc	Library RESO 2022-363	Service	\$ 128,777.22
Iowa Beverage Systems	Golf	Concessions	\$ 1,384.40
Johnson Brothers of Iowa	Golf	Concessions	\$ 2,310.90
Mediacom	City Center	Utilities	\$ 336.90
Newton City Band	Parks RESO 2022-336	Service	\$ 600.00
United States Cellular	All	Utilities	\$ 256.85
Verizon	Disaster Services	Utilities	\$ 35.01
Windstream	All	Utilities	\$ 658.05

Total			\$ 182,359.11
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Newton Waterworks Disbursements 6-5-23

Vendor	Department	Description	Amount
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 417.06
BLACK HILLS ENERGY	Waterworks	SERVICE	\$ 187.09
BOLTON & MENK, INC.	Waterworks	SERVICE	\$ 340.00
CITY OF NEWTON- PUBLIC WORKS	Waterworks	SERVICE	\$ 359.80
CONVERGINT TECHNOLOGIES LLC	Waterworks	SERVICE	\$ 567.79
DIAMOND VOGEL PAINTS	Waterworks	SUPPLIES	\$ 312.65
FAREWAY STORES	Waterworks	SUPPLIES	\$ 8.87
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 10.56
HAWKINS INC	Waterworks	SUPPLIES	\$ 4,271.55
HYVEE	Waterworks	SUPPLIES	\$ 20.13
IOWA ASSN OF MUNICIPAL UTIL	Waterworks	SERVICE	\$ 120.00
IOWA DEPT. OF NATURAL RESOURCE	Waterworks	SERVICE	\$ 120.00
IOWA ONE CALL	Waterworks	SERVICE	\$ 354.10
JASPER CONSTRUCTION SERVICES	Waterworks	SUPPLIES	\$ 260.04
JETCO INC	Waterworks	SUPPLIES	\$ 25,499.36
MANATTS	Waterworks	SUPPLIES	\$ 1,667.68
MAXIM ADVERTISING INC.	Waterworks	SUPPLIES	\$ 125.00
MCCLURE	Waterworks	SERVICE	\$ 875.00
METERING & TECHNOLOGY SOLUTION	Waterworks	SUPPLIES	\$ 3,279.56
MG LAUNDRY CORP	Waterworks	SERVICE	\$ 72.00
MIDWEST AUTOMA	Waterworks	SERVICE	\$ 351.00
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 13,490.92
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 490.23
PHELPS UNIFORM SPECIALISTS	Waterworks	SERVICE	\$ 139.75
ROACH, NATASHA & STEPHEN	Waterworks	REFUND	\$ 11.89
SMITH, AUSTIN	Waterworks	REFUND	\$ 38.37
SPAHN & ROSE LUMBER CO	Waterworks	SUPPLIES	\$ 26.00
STAR EQUIPMENT LTD	Waterworks	SUPPLIES	\$ 451.20
THEISEN'S	Waterworks	SUPPLIES	\$ 578.41
TRUGREEN CHEMLAWN	Waterworks	SERVICE	\$ 178.73
US POSTMASTER	Waterworks	SERVICE	\$ 2,500.00
VAN MAANEN ELECTRIC, INC.	Waterworks	SERVICE	\$ 499.14
VAN WERT INC.	Waterworks	SERVICE	\$ 8,516.25
VESSCO INC	Waterworks	SERVICE	\$ 1,050.00
WELLS FARGO	Waterworks	SERVICE	\$ 201.71
WEX BANK	Waterworks	SERVICE	\$ 1,413.76
YOON, PAUL & BERNICE	Waterworks	REFUND	\$ 4.55
TOTAL:			\$ 68,810.15

City of Newton Council Report

**Item:**

First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1100 block of South Fifth Avenue West

Summary:

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

Financial Impact:

N/A

Report Number: 2023-623**Date:**

June 5, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

The City received a citizen complaint regarding a traffic flow issue at the intersection of S 5th Ave W and W 12th St S. When a vehicle is parked on the south side of the street near the intersection of W 12th St S a sight triangle issue is created for vehicles turning onto S 5th Ave W from W 12th St S. This issue is compounded when a vehicle is stopped at the stop sign on S 5th Ave at W 12th St. This creates a safety hazard for residents on the north and south sides of the 1100 block of S 5th Ave W to safely pull out of their driveways and creates a collision hazard for vehicles traveling in all directions at this intersection. The roadway is 26 feet wide and is not wide enough to have vehicles parked on one side and another stopped at the stop sign or near the intersection. This is a unique offset type of intersection with residential driveways that are within the intersection. An additional concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The Traffic Safety Committee reviewed the situation and recommends restricting parking on the south side of S 5th Ave W from a point 69 feet east of the 500 block of W 12th St S.

Surveys of adjoining properties were conducted with 7 residents being in favor of the recommended changes and 1 opposed.

Recommendation:

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 1100 BLOCK OF SOUTH FIFTH AVENUE WEST

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

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

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

AVENUES, SOUTHEAST QUADRANT

South Fifth Avenue West.

"No Parking Anytime".
Both sides from First Street South west to West Third Street South.
North Side from West Third Street South west to West Twelfth Street South.
South side from West Third Street west 125 feet.
South side from west right of way of West Fourth Street South east 229 feet.
South side from West Seventh Street South, west seventy-three (73) feet.
South side from West Twelfth Street South, east sixty-nine (69) feet

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 4. Effective. This ordinance shall be effective on _____, 2023, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(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 _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Katrina Davis, City Clerk

Parking Survey—S 5th Ave W/W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at W. 12th St. S.
We think all of W. 12th St. S.
should be No Parking due to
visibility problems. Especially

1112 S 6th Ave W

at the crest of the hill.

Parking Survey—S 5th Ave W/W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

I also agree with #2 No Parking S curb 1200 Blk
S 5th Ave W

1105 S 5th Ave W

Parking Survey—S 5th Ave W/W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1109 S 5th Ave W

Parking Survey—S 5th Ave W W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1104 S 5th Ave W

FWD *Yea, about 1104 S 5th Ave W*

Parking Survey—S 5th Ave W W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Thank you for looking into this

1118 S 5th Ave W

Parking Survey—S 5th Ave W W 12th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking from the east curb line of 500 blk W 12th St S to a point 69' east and return to the City of Newton Police Department by March, 31, 2023.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

503 W 12th St S

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA, TITLE XI: BUSINESS REGULATIONS, CHAPTER
111, “PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS, AND MOBILE
FOOD UNITS.”**

WHEREAS, the established purpose of Chapter 111 is to protect the residents of the city by requiring the registration and licensing of any person engaging in peddling, soliciting, transient merchants, and mobile food units in the city;

WHEREAS, the city has a vested interest in ensuring safe operations of mobile food units and in confirming compliance with all applicable local, county, state, and federal regulations for health inspections, licensing, safety, and fire code requirements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWTON DOES ORDAIN AS FOLLOWS:

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XI: BUSINESS REGULATIONS, Chapter 111 “PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS” Section 111.05 “License Application” is hereby amended by adding or deleting the following:

§ 111.05 LICENSE APPLICATION.

(A) MOBILE FOOD UNIT PREMISE PERMIT. Applications for a premise permit held by a property owner of commercially or industrially zoned property to host a mobile food vendor shall be made no less than 5 business days prior to desired start date. expires one year from the date of approval and must be renewed prior to the first event at the host site after that expiration date. Applications shall be made no less than 5 business days prior to desired start date. The premise permit will be valid as long as there are no changes to the site or building(s) on the property. Mobile food vendor vehicles are only allowed in the designated parking area approved by the premise permit.

A premise permit application shall include the following:

- (1) Property Owner/Leaseholder Name.
- (2) Property Owner/Leaseholder mailing address, phone number, and email address.
- (3) Location map of designated parking area for mobile food vendor vehicles and temporary accessory uses such as signage, picnic tables, and the like. The designated location shall comply with requirements found in Section 111.07(A) of this Chapter.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 4. Effective. This ordinance shall be effective after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(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 _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving Ragbrai street closures on July 27, 2023

Summary:

Approval of road and parking lot closures, the use of city-owned property, and barricade rentals for RAGBRAI July 27, 2023

Financial Impact:

\$12,400.00 from FY23 Hotel/Motel revenues.

Report Number: 2023-607

Date:

June 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

RAGBRAI had chosen the City of Newton as the day five meeting town. This will bring tens of thousands of cyclists to the City of Newton along with their support vehicles between 6:00 AM and 3:00 PM on July 27th.

Envision Newton 2042 recognizes four strategic objectives, one of which is to “establish Newton as a compelling destination.” The state-wide RAGBRAI event’s visit to Newton helps accomplish this strategic objective.

The entry point to the City will be Hwy F-48 W/1st Ave W. Cyclists will then travel on First Ave W to W 8th St N, W 8th St N to N 2nd Ave W/E, N 2nd Ave W/E to E 3rd St N, E 3rd St N to 1st Ave E and then exit City limits on 1st Ave E/HWY-6. City staff is requesting a road closure for this route and the following blocks for event space; the 100 blocks of E 2nd St N, 1st St N, W 2nd St N, W 3rd St N, and W 4th St N, the 200 blocks of W 3rd St N and W 4th St N, and the 200 block of N 3rd Ave W.

The RAGBRAI committee has also requested the use of the city-owned parking lots at 422 N 2nd Ave W and 220 N 2nd Ave W for food truck parking and cyclist support tents and the City-owned green space at 224 West 3rd St N for use as a beer garden and gathering space.

To ensure the safety of the cyclists and the citizens of Newton, 36 safety closures are needed along the route and event spaces. Because the City does not own enough of the proper barricades or the staff to install them, quotes were sought to provide and install the barricades. Staff recommends approval of the quote from Advanced Traffic Control, Fairfax, Iowa, in the amount of \$12,400.00, which will be paid from FY23 Hotel/Motel revenues that were above the budgeted amount. This quote also includes two message boards for the week leading up to the event to inform motorists of the scheduled closure.

Recommendation:

City staff recommends the approval of the road closures and the use of the City-owned property for RAGBRAI 2023 and for the Council to approve the traffic control quote to Advanced Traffic Control, Fairfax, IA, with the lowest responsive, responsible quote of \$12,400.00.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

RESOLUTION APPROVING A ROAD CLOSURE AND THE USE OF CITY-OWNED PROPERTY FOR RAGBRAI 2023

WHEREAS, RAGBRAI had chosen the City of Newton as the day five meeting town. This will bring tens of thousands of cyclists to the City of Newton along with their support vehicles between 6:00 AM and 3:00 PM on July 27th.; and

WHEREAS, *Envision Newton 2042* recognizes four strategic objectives, one of which is to “establish Newton as a compelling destination.” The state-wide RAGBRAI event’s visit to Newton helps accomplish this strategic objective; and

WHEREAS, the entry point to the City will be Hwy F-48 W/1st Ave W. Cyclists will then travel on First Ave W to W 8th St N, W 8th St N to N 2nd Ave W/E, N 2nd Ave W/E to E 3rd St N, E 3rd St N to 1st Ave E and then exit City limits on 1st Ave E/HWY-6. City staff is requesting a road closure for this route and the following blocks for event space; the 100 blocks of E 2nd St N, 1st St N, W 2nd St N, W 3rd St N, and W 4th St N, the 200 blocks of W 3rd St N and W 4th St N, and the 200 block of N 3rd Ave W; and

WHEREAS, the RAGBRAI committee has also requested the use of the city-owned parking lots at 422 N 2nd Ave W and 220 N 2nd Ave W for food truck parking and cyclist support tents and the City-owned green space at 224 West 3rd St N for use as a beer garden and gathering space; and

WHEREAS, to ensure the safety of the cyclists and the citizens of Newton, 36 safety closures are needed along the route and event spaces. Because the City does not own enough of the proper barricades or the staff to install them, quotes were sought to provide and install the barricades. Staff recommends approval of the quote from Advanced Traffic Control, Fairfax, Iowa, in the amount of \$12,400.00. This quote also includes two message boards for the week leading up to the event to inform motorists of the scheduled closure; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the following road closures are hereby approved; First Ave W from State Hwy 14 to W 8th St N, W 8th St N from 1st Ave W to N 2nd Ave W, N 2nd Ave W from W 8th St N to 1st St N, N 2nd Ave E from 1st St N to E 3rd St N, E 3rd St N from N 2nd Ave E to 1st Ave E, 1st Ave E from E 3rd St N to E 31st St N, the 100 blocks of E 2nd St N, 1st St N, W 2nd St N, W 3rd St N, and W 4th St N, the 200 blocks of W 3rd St N and W 4th St N, and the 200 block of N 3rd Ave W.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the parking lot closures at 422 N 2nd Ave W and 220 N 2nd Ave W are hereby approved.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City-owned property at 224 W 3rd St N is authorized to be used as a beer garden and gathering space for RAGBRAI’s 2023 visit to Newton.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the bid of Advanced Traffic Control, Fairfax, Iowa, in the amount of Twelve Thousand Four hundred Dollars and Zero Cents (\$12,400.00) for providing and installation of 36 closures is hereby accepted, to be paid from FY23 Hotel/Motel revenues that were above the budgeted amount.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Advanced Traffic Control, Fairfax, Iowa, for providing and installation of 36 closures, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



319.396.5269
office@advanced-traffic.com
www.advanced-traffic.com

98 W Cemetery Rd.
Fairfax, IA 52228

PO Box 8958
Cedar Rapids, IA 52408

QUOTATION

Bid Date: May 31, 2023

Project : City of Newton Ragbrai Closures

Bid Item	Item Description	Units	Quantity	Per Unit	Total
	Road Closure-1 Type 3 and Safety Fence	EA	36.00	\$300.00	\$10,800.00
	Portable Dynamic Message Signs	CDA Y	8.00	\$200.00	\$1,600.00
				TOTAL :	\$12,400.00

-ATC will setup and tear down 1 Type 3 Road Closed, and Safety Fence from Curb to Curb at each Location Only.

-PDMS boards are a estimate of July 24th to July 27th.

Matt Brazelton

Matt Brazelton, Estimator

515-330-5769

matt@advanced-traffic.com

Accepted By

Date

A signed copy of this quotation must either be returned to Advanced Traffic Control, Inc. or included in a subcontract prior to beginning work. This quotation, if accepted, is subject to the parties negotiating in good faith and executing a mutually acceptable written agreement. This quotation represents the work requirements as provided for in the original plans and specifications. Should any additional work or change orders be encountered during this project; Advanced Traffic Control, Inc. is to be promptly notified in order to submit pricing and perform work.

City of Newton Council Report

**Item:**

Resolution approving pay range Increase for an administrative assistant within the Police Department

Summary:

Due to completed training and higher workload, it is recommended that the employee currently serving in the Police Department's Administrative Assistant I position receive a salary schedule increase to pay range 3 step 2 effective July 1, 2023.

Financial Impact:

Less than \$2500 in FY24

Report Number: 2023-635

Date:

June 5, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

The Police Department re-organized its administrative staff in 2020 and created two Administrative Assistant II positions and one Administrative I position. An Administrative I was hired in April of 2022 and effective July 1, 2023 would be at pay range 2 step 3. This position had the potential to ascend to pay range 3 upon completion of training and probation. The employee has completed all of the required training for the position. Due to the completed training and the ability to take on a higher workload, it's recommended that the employee currently serving in the Police Department's Administrative Assistant I position receive a salary schedule increase to pay range 3 step 2 effective July 1, 2023. The cost of this change for FY24 is less than \$2500. The Employee Relations Committee will review this request prior to City Council action.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING PAY RANGE INCREASE FOR AN ADMINISTRATIVE
ASSISANT WITHIN THE POLICE DEPARTMENT**

WHEREAS, An entry level administrative assistant position was created within the Police Department in April of 2022 and effective July 1, 2023 that employee would be compensated at Pay Range 2 Step 3; and

WHEREAS, that position had the potential to ascend to Pay Range 3 after successful completion of training and probation; and

WHEREAS, that employee has successfully completed training and probation and is eligible for Pay Range 3 Step 2; and

WHEREAS, the proposed changes would be effective July 1, 2023

WHEREAS, the stated changes have been presented to the Employee Relations Committee (ERC) for review.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the pay range increase as stated effective July 1, 2023.

PASSED this _____ day of June 2023.

APPROVED this _____ day of June 2023.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving the Granting of a Downtown Improvement Grant for the Business at 105 West 2nd Street North

Summary:

The Downtown Grant Review Board recommended approval of grant funds for the awning, signage and painting project in an amount not to exceed \$2,648.28, provided a 1:1 match is met, for 105 West 2nd Street North.

Financial Impact:

\$2,648.28 of bonded grant funds

Report Number: 2023-643

Date:

June 5, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant proposes a multi pronged improvemetn project as follows: recover awning, new replacement sign, and painting of the storefront.

Building Background: In July of 1867 the lodge voted to build a meeting room in elsewhere, but for unspecified reasons that project was abandoned and the lodge made a deal with the Smiths to build a larger meeting hall above their current meeting space. A lodge member, Mr. Herran, and a Mr. Agnew apparently built the third story onto the Smith building, and that third story was then deeded to the Lodge.

In 1873 the Masons purchased W. J. Morgan's building, just north of the Smith building (now 103 W. 2nd St. N.), and made plans to build a third story addition onto that building. The following year they sold the property back to Morgan; he, in turn, promised they could erect a third story onto the structure and he would deed it to them. Later in 1874 the Lodge executed an agreement with S. J. Condit and Robert Burns, owners of the building now numbered 105 W. 2nd St. N., to build a third story onto that property; Condit and Burns would then deed the third story to the lodge. The Lodge's new meeting hall, encompassing the new third floors of the Morgan and Condit/Burns buildings, was completed in 1875, with what the 1878 "History of Jasper County" reported to be a lateral width of over 60' and a length of about 70'. The construction debt was retired in 1883.

In the decades following, the lodge continued to acquire property in this area. In 1926, the lodge finally acquired full ownership of Block 8, when it was allowed to purchase the ground floor of the former Smith Building (then known as the McBride Building) at 101 W. 2nd St. N.

During 1962 an ice storm severely damaged the building, resulting in the entire east wall being completely rebuilt and refaced in yellow brick. All but two of the east façade's windows were removed or covered with brick; the two that remained were retrofitted with smaller windows of non-historic material. This mid-century remodel unified the appearance of the upper stories of the three separate buildings as one single entity.

In 1999 the south wall of the building was near collapse, and bricks were beginning to fall from the upper stories to the sidewalk below. The bricks were removed, the wall repaired, and an exterior insulation and finishing system covering (EIFS) was applied to the entire secondary façade. The following year, the lodge received a Beautification Award from the City of Newton for the work that was done on the wall.

Although the size and appearance of the Masonic Block changed dramatically since the first meeting hall was constructed in 1867, the businesses in the Block have been remarkably stable. Newspapers and other historical records prior to 1900 rarely listed a business together with its complete address, saying instead “west side of square,” etc. From what has been gleaned from photographs and maps, it appears that throughout much of the Masonic Block’s history four main types of business (grocery, drug, clothing, and variety stores) have had long associations with this location.

Since the beginning of this century, a number of specialty businesses have rented the three storefronts, with none remaining for more than a few years. The Masonic Block’s second floor offices appear to have been rented out until the 1940s or 1950s. Most of the early tenants were doctors and lawyers. One long-standing second floor tenant was the Jasper County Telephone Company, which occupied its space from the early 1900s until 1920 or later.

Currently, all second and third floor rooms are occupied by the lodge.

Downtown Grant Board Action: At their meeting on May 25, 2023, the Downtown Grant Review board unanimously recommended approval of Downtown Improvement Grant funds for the project in an amount not to exceed \$2,648.28. A 1:1 match is required for the reimbursement grant.

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

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN IMPROVEMENT GRANT FOR THE BUSINESS
AT 105 WEST 2ND STREET NORTH**

WHEREAS, *Envision Newton 2042* 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 Newton City Council has established the Downtown Improvement Grant Program; and

WHEREAS, Stephanie Moran, Silverado Jewelry, submitted an application requesting grant funds for 105 West 2nd Street North for assistance awning recovering signage, and painting; and

WHEREAS, the Downtown Grant Review Board, at their meeting on May 25, 2023, recommended approval of the grant request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Stephanie Moran, Silverado Jewelry, for awning removal, awning recovering, signage, and painting as a reimbursement in an amount not to exceed a total amount of 2,648.28, provided a 1:1 match is met;

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

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Stephanie Moran, Silverado Jewelry**

This Agreement made and entered into this _____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called "City" and Stephanie Moran, Silverado Jewelry, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 105 West 2nd Street North; and

WHEREAS, the Downtown Grant Review Board and Newton City Council approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$2,648.28** in grant funds for awning removal, awning recovering, signage, and painting, provided a 1:1 match is met for this program area.
- 2.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 3.) The applicant will match provide a 1:1 match to the grant funds for each specific program area.

4.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.

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

Applicant:

Stephanie Moran
Silverado Jewelry

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

**Item:**

Resolution Approving the Granting of a Downtown Improvement Grant and Downtown Housing Grant for the property at 120 North 2nd Avenue West

Summary:

The Downtown Grant review Board recommended approval of grant funds for a multi-faceted project at 120 North 2nd Avenue West, provided a 1:1 match is met.

Financial Impact:

\$25,339.26 of bonded Downtown Improvement Grant and Downtown Housing Grant Funds

Report Number: 2023-644**Date:**

June 5, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant proposes a multi-pronged improvement project as follows:

- Façade Removal
- Rear Façade Improvements
- Front Façade Improvements
- Painting
- Awning Removal
- New Awning
- Upper story windows (Downtown Housing Grant component)

Building Background:

August Wendt (1845-1896), a German immigrant born in Shieder, Lippe-Detmold, came to Newton from Freeport, IL, in 1869. "He engaged in the grocery and dry good business." Wendt's store can be seen on the north side of the square on the MAP OF BUSINESS PORTION OF NEWTON, IOWA, issued by the United States Commercial Map Company (ca. 1877-78). It appears as "Jasper & Wendt, Dry Goods and Groceries." The senior partner of the firm at the time was Charles Jasper (1835-1911), another German-born immigrant. In 1883, Jasper, on account of ill health, "went out of the store and took a trip to California." Wendt then became the sole proprietor.

The Newton Journal for March 11, 1885 announced that Wendt would "extend his brick building back 66 feet, making the demensions [sic] of his building 22x132."

In later years, Wendt was the owner of a private bank, administrator of estates, and the manager of the business for many of the county's German-born citizens, besides being a general merchant. It is generally conceded that these vast business interests proved too great a strain, and this "citizen beyond reproach, and one whose life is worthy of imitation," killed himself at a sanitarium in Lincoln, NE, to which place he had gone for treatment. The news of this tragic ending sent a wave of shock throughout Newton and Jasper County.

In 1907-11, the Electric Theatre was at 120 N. 2nd Ave. W. This was Newton's first motion picture house.

In the 1915-25 period the property was the location of Horn Bros. Shoe Store-W. Lacey and H. H. "Buck" Horn. The brothers then removed their store to the south side of the square.

Paul J. Jepson (1888-1969) came to Newton in 1919 from Marshalltown, having purchased the drug store of C. E. Husband. In 1928, Jepson purchased the A. Wendt building and moved here from the A. C. Bollhoefer, Dry Goods and Groceries building at 122 (q. v.) where he started out. He sold his drug store to Frank D. Pearson (1904-1983) in 1943. Pearson owned and operated Pearson Drug Store in Newton for approximately 40 years, most recently on the east side of the square.

By 1957 the building façade had been altered as part of a downtown modernization.

For 20 years, until 1970, 120 was Perryman Pharmacy. Jack Perryman (1923-2005) was the owner. In 1971-74, it was Roush's Pharmacy. Rich and Fran Henderson's was the last pharmacy here, in the 1979-84 period.

In 1988-93, 120 was the Sears Roebuck catalog office. LA Styles beauty shop was here in 1997. Presently Re/Max Real Estate Concepts is the property occupant.

The upstairs from at least 1929 seems to have been used as apartments, although currently the remaining single residence is unoccupied.

Project Review & Grant Board Action:

The total project aligns with the Downtown Historic District Design Guidelines. Work will be performed by local contractors including Swank Contracting, Jeff Seals Concrete, Van Maanen Electric, Hamilton Glass, Jason Jenkins Painting, and Sign Pro. Main Street Iowa Architects previously visited the property, and the work will be substantially similar to the rendering prepared by Main Street Iowa.

The project will utilize grant funds from both the Downtown Improvement Grant Program and the Downtown Housing Grant Program. All work except the upper story windows will fall under the Downtown Improvement Grant Program. At some point in the future, the building owner hopes to be able to complete the upper story housing. At this time, the new windows will be the first step in that potential later project.

At their meeting on May 25th, the Grant Review Board unanimously recommended approval of a Downtown Improvement Grant in an amount of \$16,723.76, with a 1:1 match being met, and a Downtown Housing Grant in an amount of \$8,615.50, with a 1:1 match. Combined, the total grant amount is \$25,339.26.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN IMPROVEMENT GRANT AND DOWNTOWN
HOUSING GRANT FOR THE PROPERTY AT 120 NORTH 2ND
AVENUE WEST**

WHEREAS, *Envision Newton 2042* 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 Newton City Council has established the Downtown Improvement Grant Program; and

WHEREAS, Shane Torres, 120 North 2nd Avenue West, submitted an application requesting grant funds for 120 North 2nd Avenue West for assistance with front and rear façade, awning, painting, and windows; and

WHEREAS, the Downtown Grant Review Board, at their meeting on May 25, 2023, recommended approval of the grant request; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Shane Torres, for the multi-faceted downtown improvement project, as a reimbursement in an amount not to exceed a \$16,723.76, provided a 1:1 match is met and that Downtown Housing Grant Funds be provided to Shane Torres for the upper-story window project, as a reimbursement in an amount not to exceed \$8,615.50;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Improvement and Downtown Housing Grant Programs Agreement.

PASSED this _____ day of June, 2023.

APPROVED this _____ day of June, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Improvement & Downtown Housing Grant Program Agreement
Between City of Newton and Shane Torres**

This Agreement made and entered into this _____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called “City” and Shane Torres, hereinafter called “Applicant.”

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant and Downtown Housing Grant funds for property located at 120 North 2nd Avenue West; and

WHEREAS, the Downtown Grant Review Board and Newton City Council approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$16,723.26** in downtown improvement grant funds for façade removal, façade rehabilitation (rear and front), awning, and painting provided a 1:1 match is met for this program area.
- 2.) The Applicant will receive **up to \$8,615.50** in downtown housing grant funds for the upper story window replacement project, provided a 1:1 match is met for this program area.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.

- 4.) The applicant will match provide a 1:1 match to the grant funds for each specific program area.
- 5.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.
- 6.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Shane Torres
120 North 2nd Avenue West

Date

For City of Newton:

Michael L. Hansen, Mayor

Date