

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S. or via Zoom
(<https://us02web.zoom.us/j/83564044015>), Join zoom
via phone: (call 312-626-6799 & enter ID #
83564044015), Mediacom Channels: 12/85/121.12,
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April 19, 2021 6:00 p.m.
Newton, Iowa 50208

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment), submitting via email to cityofnewton@newtongov.org before 5:00 PM the day of the meeting or, during the meeting, you can call [641-792-2787](tel:641-792-2787), extension 2007.

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|------------------------------|--|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamation | 2. Arbor Day proclamation for April 19, 2021. |
| Presentation | 3. The Greater Newton Area Chamber of Commerce – Amanda Price, Executive Director |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. April 05, 2021 Regular City Council Meeting Minutes
6. Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-03). (Council Report 21-103)
7. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3993. (Council Report 21-104)
8. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3997. (Council Report 21-105)
9. Resolution awarding contract for the 2021 Parks Mowing Contract No. 1. (Council Report 21-106) |

10. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Taxiway Relocation Project. (Council Report 21-107)
11. Resolution awarding contract for the City of Newton 2021 Fence Installation Project. (Council Report 21-108)
12. Resolution approving household hazardous waste service agreement with Metro Waste Authority. (Council Report 21-109)
13. Resolution approving a work order and asset management agreement for Public Works. (Council Report 21-110)
14. Resolution approving an agreement with Eric Michaels (Ver Steegt) to perform a magic show at Newton Fest 2021. (Council Report 21-111)
15. Approve Bills

Ordinances

16. Second consideration of an Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial. (Council Report 21-090)
 - Under the current zoning ordinance, retail sales are only allowed within the I-L zone as a secondary use (no more than 50% of the facility's business). A citizen submitted a request to consider amending the ordinance to allow retail sales as a primary use (up to 100% of the facility's business) on a property in this zoning district.
 - The Planning and Zoning Commission reviewed and recommended approval of making general retail sales an allowed conditional permit use within the I-L: Light Industrial Zoning District with no limitations on the percentage of the facility's business coming from retail.
17. Second consideration of an ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa (Council Report 21-091)
 - The proposal is to vacate a northern portion of the North-South alley in the 200 block of South 5th Avenue East.
 - The Planning and Zoning Commission found that the portion of alley does not serve a public purpose and recommended approval of the alley vacation

Resolutions

18. Resolution approving the 2021-22 Non-Union Compensation Plan. (Council Report 21-112)
 - The dollar amounts for the pay ranges in the 2021-22, Non-Union Compensation Plan have been increased by a cost of living (COLA) adjustment ranging from 2.25 - 2.90%.

- Department Directors are scheduled for increases as recommended by the City Administrator and approved in the FY22 budget.
19. Resolution approving salary increase for City Administrator. (No Council Report)
 - City Council met on April 5, 2021 to discuss the City Administrator's annual review. Council has determined a 2.5% salary increase in lieu of the July 1, 2021 cost of living increase for the City Administrator.
 20. Resolution of support to use the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project. (Council Report 21-113)
 - In late 2020 a group of private citizens presented the idea of a downtown splash pad to City Council and the Newton Park Board. Construction of the committee's proposed project, which would turn the vacant City-owned lot at 224 W 3rd St N into a City owned and operated splash pad and park, would be funded by private donations.
 - This resolution of support simply reserves said lot for this project, allowing the committee to continue to raise funds for its construction while not obligating the City to spend any funds at this time.
 21. Resolution approving the acquisition of real estate at 315 East 8th Street South in Newton for the D&D Program. (Council Report 21-114)
 - The Kenneth Johnson Estate has agreed to sell the vacant lot to the City for \$5,000.00.
 - The paved lot is adjacent to and wraps behind 2 other city-owned D&D properties. The assessed land value is \$15,300.00.
 22. Resolution approving the submittal of a grant application to the COVID-19 Relief Recreational Trails Program for the proposed Union Dr. hike & bike trail construction. (Council Report 21-115)
 - With a large portion of the trail loop around town proposed along Union Dr.; the already-programmed reconstruction project on Union Dr. in 2022 could allow for both the trail and street projects through this corridor to occur at the same time should trail funding be secured.
 - Having this section of City-owned trail in-place would provide for an easy connection to one of Jasper County's Priority 1 trails leading to Baxter and the Chichaqua Trail.
 23. Resolution approving an application for Federal Aviation Funding Assistance for the design and construction engineering services for the Newton Airport Taxiway Relocation Project. (Council Report 21-116)
 - This project (Newton Airport Taxiway Relocation Project) reconstructs the old taxiway at the north end of the airfield.
 - The grant would pay 90% of the project design and engineering costs, while the remaining 10% to be paid from local

contributions. The total grant is for \$662,000.00, with the FAA share being \$595,800.00 and the local share being \$66,200.00.

Motion

24. Motion authorizing the City Attorney to file litigation against Jeremy Chedester and Chedester Properties, LLC regarding the property at 209 W. 2nd Street N.

Staff Report

25. 2021 Construction Project Update - Brian Laube, Community Services Director, Joe Grife, Engineering Technician III.

Mayor/Council Comments

- 26.

Adjourn

The City of Newton is pleased to provide reasonable accommodations, in compliance with the Americans with Disabilities Act, for those individuals or groups who require assistance to be able to participate in the public meeting. Should special accommodations be required, please contact the City Clerk's Office at least 48 hours in advance of the meeting, at 641-792-2787 to arrange for accommodations to be provided.

www.NewtonGov.org

GET TO KNOW *Newton*

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Newton has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Mark Hallam, Mayor Pro-Tem of the City of Newton, Iowa do hereby proclaim Friday, April 30, 2021 as **Arbor Day** in the City of Newton, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**MARK HALLAM
MAYOR PRO-TEM
CITY OF NEWTON**

DATE



REGULAR CITY COUNCIL MEETING MINUTES
APRIL 05, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

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

Mayor Hansen proclaimed April 4th – 10th as National Library Week.

Angela Tharp, Executive Director, National Alliance on Mental Illness of Central Iowa (NAMI) presented on the services and benefits they provide.

During citizen participation Jon Dunwell, 912 S 11th Ave W, spoke regarding the new County assessments and the impact on taxes. Ben Miller, 808 S 5th Ave W, spoke regarding issues he has had with the rental inspection process.

Moved by Stonner, seconded by Hallam to approve consent agenda items 6-18.

6. March 15, 2021 Regular City Council Meeting Minutes
7. Resolution voluntarily amending and extending Emergency Paid Sick Leave for city employees in conjunction with federal coronavirus related legislation-Families First Coronavirus Response Act. Resolution 2021-076 adopted.
8. Resolution accepting completion of the 2020 Tree Removal Project No. 4 - Westwood Golf Course. Resolution 2021-077 adopted.
9. Resolution awarding contract for the Agnes-Patterson Park Trail Repairs and ADA Parking Improvements Project. Resolution 2021-078 adopted.
10. Resolution authorizing the purchase of a Front-End Loader for the Public Works Department. Resolution 2021-079 adopted.
11. Resolution authorizing the purchase of a grapple bucket for the Public Works Department. Resolution 2021-080 adopted.
12. Resolution approving the purchase of a tractor and mower for Streets, Landfill and WPC. Resolution 2021-081 adopted.
13. Resolution authorizing purchase of a dozer at the Newton Sanitary Landfill. Resolution 2021-082 adopted.
14. Resolution Approving a Property Tax Rebate for the Newton Senior Residence, LLC Property Located Within the North Central Urban Renewal Area. Resolution 2021-083 adopted.
15. Resolution Approving Payment to S&P Global Ratings for Services Related to the 2021 Bonding. Resolution 2021-084 adopted.
16. Resolution setting a public hearing and inviting proposals for the sale of property at 520 North 3rd Avenue East, 920 East 9th Street North, and 922 East 9th Street North in Newton. Resolution 2021-085 adopted.
17. Resolution approving the hiring of Randy's Lawn Care and Snow Removal for watering of plantings and district wide clean-up for the Newton Downtown SSMID. Resolution 2021-086 adopted.

18. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution adopting the FY22 through FY26 Capital Improvement Plan (CIP). There were no written comments. Moved by Mullan, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by Stonner to adopt a Resolution. AYES: Six. NAYS: None. Resolution 2021-087 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on an Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial. There were no written comments. Moved by Ervin, seconded by Trotter, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Stonner, seconded by Mullan to approve the First consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on an Ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa. There were no written comments. Moved by Trotter, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by George to approve the First consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration approved.

Moved by George, seconded by Mullan, to approve the third consideration of an ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property. John Longdin, 917 E 8th St S, spoke in opposition of the ordinance. Council discussion ensued. AYES: Two. NAYS: Hallam, Ervin, Trotter, Mullan. Third consideration failed.

Moved by Trotter, seconded by George to adopt a Resolution approving an agreement with United Public Safety for parking enforcement software and services. AYES: Six. NAYS: None. Resolution 2021-088 adopted.

Moved by Trotter, seconded by Ervin to adopt a Resolution approving the granting of Downtown Improvement Grant Funds for 112 First Avenue East. AYES: Six. NAYS: None. Resolution 2021-089 adopted.

Moved by George, seconded by Mullan to adopt a Resolution approving the granting of Downtown Improvement Grant Funds for 117 1st Avenue West. AYES: Six. NAYS: None. Resolution 2021-090 adopted.

Moved by Ervin, seconded by George to adopt a Resolution approving the granting of Downtown Improvement Grant Funds for 115-117 West 2nd Street North. AYES: Six. NAYS: None. Resolution 2021-091 adopted.

Moved by George, seconded by Trotter to adopt a Resolution approving the granting of D&D 2.0 Grant Funds for the rehabilitation of a non-historic home at 602 East 13th Street North. AYES: Six. NAYS: None. Resolution 2021-092 adopted.

Moved by Stonner, seconded by Trotter to adopt a Resolution authorizing the filing of a 657A.10A petition for ownership of abandoned property at 1024 North 11th Avenue East, Newton. AYES: Six. NAYS: None. Resolution 2021-093 adopted.

Moved by Trotter, seconded by Mullan to adopt a Resolution providing for the issuance of \$2,740,000 General Obligation Corporate Purpose Bonds, Series 2021A and providing for the levy of taxes to pay the same. AYES: Six. NAYS: None. Resolution 2021-094 adopted.

Moved by George, seconded by Trotter to adopt a Resolution providing for the issuance of \$430,000 Taxable General Obligation Corporate Purpose Bonds, Series 2021B and providing for the levy of taxes to pay the same. AYES: Six. NAYS: None. Resolution 2021-095 adopted.

Moved by Ervin, seconded by George to adopt a Resolution providing for the issuance of \$4,840,000 Sewer Revenue Bonds, Series 2021C. AYES: Six. NAYS: None. Resolution 2021-096 adopted.

Moved by Hallam, seconded by Trotter to adopt a Resolution providing for the issuance of \$1,990,000 Road Use Tax Revenue Bonds, Series 2021D. AYES: Six. NAYS: None. Resolution 2021-097 adopted.

Moved by Trotter, seconded by George to adopt a Resolution Approving Amended Development Agreement with Lion Development Group, LLC. AYES: Six. NAYS: None. Resolution 2021-098 adopted.

During staff reports, Brian Dunkelberger, City Planner, did an overview on the Community Development Residential Rental Inspection Program.

Fire Chief, Jarrod Wellik, discussed the Covid-19 Task Force recommendations for moving towards bringing the council meetings back to “normal” while keeping council, staff, and citizens safe.

Mayor Hansen and Council discussed citizen response to East 12th St S & First Avenue No Right on Red Ordinance. It was suggested to make citizens aware of the safety reasons for this change.

There were no Mayor/Council comments.

At 8:03 p.m. it was moved by Stonner, seconded by Trotter to go into closed session to Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2021. AYES: Six. NAYS: None. Motion passed.

Upon return to open session at 8:32 p.m. it was moved by Ervin, seconded by George to go into closed session to Evaluate The Professional Competency Of Individuals Whose Appointment, Hiring, Performance Or Discharge Is Being Considered When Necessary To Prevent Needless And Irreparable Injury To That Individual's Reputation And That Individual Request A Closed Session. Pursuant To The Provisions Of Section 21.5(1)(i), Code of Iowa 2021. AYES: Six. NAYS: None. Motion passed.

Upon return to open session at 8:59 p.m. it was moved by Trotter, seconded by Hallam to adjourn the meeting at 9:00 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-03).

Report Number: 21-103

Date:

April 19, 2021

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$2,065.00

Background:

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

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

Recommendation:

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

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 21-03)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 21-03: 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 21-03: 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 21-03: 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 21-03: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

Schedule 21-03: 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
Nadine Allen	833433010	724 W 6th St S	Newton	\$59,790	\$70.00	\$0.00	\$70.00	W C GUNNS SD LOT 11	1/20/2021
Eva Rachel Siegel	833433020	721 W 5th St S	Newton	\$85,430	\$220.00	\$75.00	\$295.00	W C GUNNS SD LOT 10	2/3/2021
Paul Keith Twaddle	834351001	802 W 4th St S	Newton	\$77,190	\$160.00	\$75.00	\$235.00	RYAN'S ADD LOT 15 EX E 107'	2/3/2021
Kalob D. Westercamp	834351019	325 S 8th Ave W	Newton	\$150,240	\$95.00	\$75.00	\$170.00	RYAN'S SD E 107' LOT 15 & E 90' LOT 16	2/2/2021
Brian Hearl	833252024	1001 1st Ave W	Newton	\$76,150	\$65.00	\$75.00	\$140.00	MILLER'S ADD LOT 5 & N 1/2 VAC E/W ALLEY & W 1/2 VAC N/S ALLEY BOTH ABUTTING LOT 5	2/3/2021
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$78,010	\$70.00	\$75.00	\$145.00	WOODROW'S SD LOT 11 BLK 3	2/3/2021
Farrell Properties Inc	827326018	812 1st St N	Newton	\$106,760	\$100.00	\$75.00	\$175.00	NORTH ADD S 114.18' OF W 132' LOT 14	2/3/2021
Farrell Properties Inc	834304003	512 W 2nd St S	Newton	\$90,110	\$60.00	\$75.00	\$135.00	COE'S SD LOT 3 BLK C & N 1/2 ALLEY ON S	2/3/2021
Farrell Properties Inc	834303022	611 W 2nd St S	Newton	\$82,230	\$60.00	\$75.00	\$135.00	STONE'S ADD LOT 21	2/12/2021
Zachary Bennett	834205006	206 E 7th St N	Newton	\$128,400	\$60.00	\$75.00	\$135.00	EAST ADD LOT D SD LOT 14	2/12/2021
Jon Haifley	828455008	903 N 7th Ave W	Newton	\$79,320	\$60.00	\$75.00	\$135.00	GREENCASTLE PLACE LOT 3 & E 20' LOT 2 BLK B	2/12/2021
CSL Iowa System LLC	834158003	216 W 2nd St S	Newton	\$0	\$220.00	\$75.00	\$295.00	ORIGINAL PLAT LOTS 5-6 BLK 27 & S 1/2 E/W ALLEY ADJ ON N CENTRALLY ASSESSED	2/22/2021
Total							\$2,065.00		

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3993

Report Number: 21-104

Date:

April 19, 2021

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$7,109.40 agreement fee to be paid to the City by Unite Private Networks.

Background:

Unite Private Networks of Kansas City, Missouri is proposing an extension of their existing telecommunications system in Newton. The proposed route begins at an existing hand hole on the east side of 1st St N and the north side of N 9th Ave W. The route then continues north along the east side of 1st St N to the north side of N 19th Ave W, then continues west along the north side of N 19th Ave W to the west side of W 4th St N, then continues north to the south side of N 23rd Ave W, then continues west along the south side of N 23rd Ave W to the west side of Hwy 14 N, then continues south along the west side of Hwy 14 N to the Key Cooperative property, then continues west onto private property.

The proposed underground portion of the route includes 7,566 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in City of Newton right-of-way is \$7,109.40.

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

Recommendation:

City staff recommends approval of the telecommunications licensing agreement with Unite Private Networks of Kansas City, Missouri.

Matt Muckler

City Administrator

RESOLUTION 2021- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS –
UPN 3993**

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

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

WHEREAS, said telecommunications system begins at an existing hand hole on the east side of 1st St N and the north side of N 9th Ave W. The route then continues north along the east side of 1st St N to the north side of N 19th Ave W, then continues west along the north side of N 19th Ave W to the west side of W 4th St N, then continues north to the south side of N 23rd Ave W, then continues west along the south side of N 23rd Ave W to the west side of Hwy 14 N, the continues south along the west side of Hwy 14 N to the Key Cooperative property, then continues west onto private property; and

WHEREAS, the proposed underground portion of the route includes 7,566 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012; the licensing fee for the portion of this line in City of Newton right-of-way is \$7,109.40.

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

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$7,109.40 (Seven Thousand One Hundred and Nine dollars and Forty cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

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

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$7,109.40, the City shall refund the excess of \$7,109.40 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

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

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

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

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

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

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

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

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

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

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

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

SECTION 18. DELIVERY OF NOTICES

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

If to City:

Newton Community Services Director
403 W 4th St N, Suite 501
Newton, Iowa 50208

If to Licensee:

Unite Private Networks
7200 NW 86th Street, Suite M
Kansas City, MO 64153

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

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

By: Charlene D. White

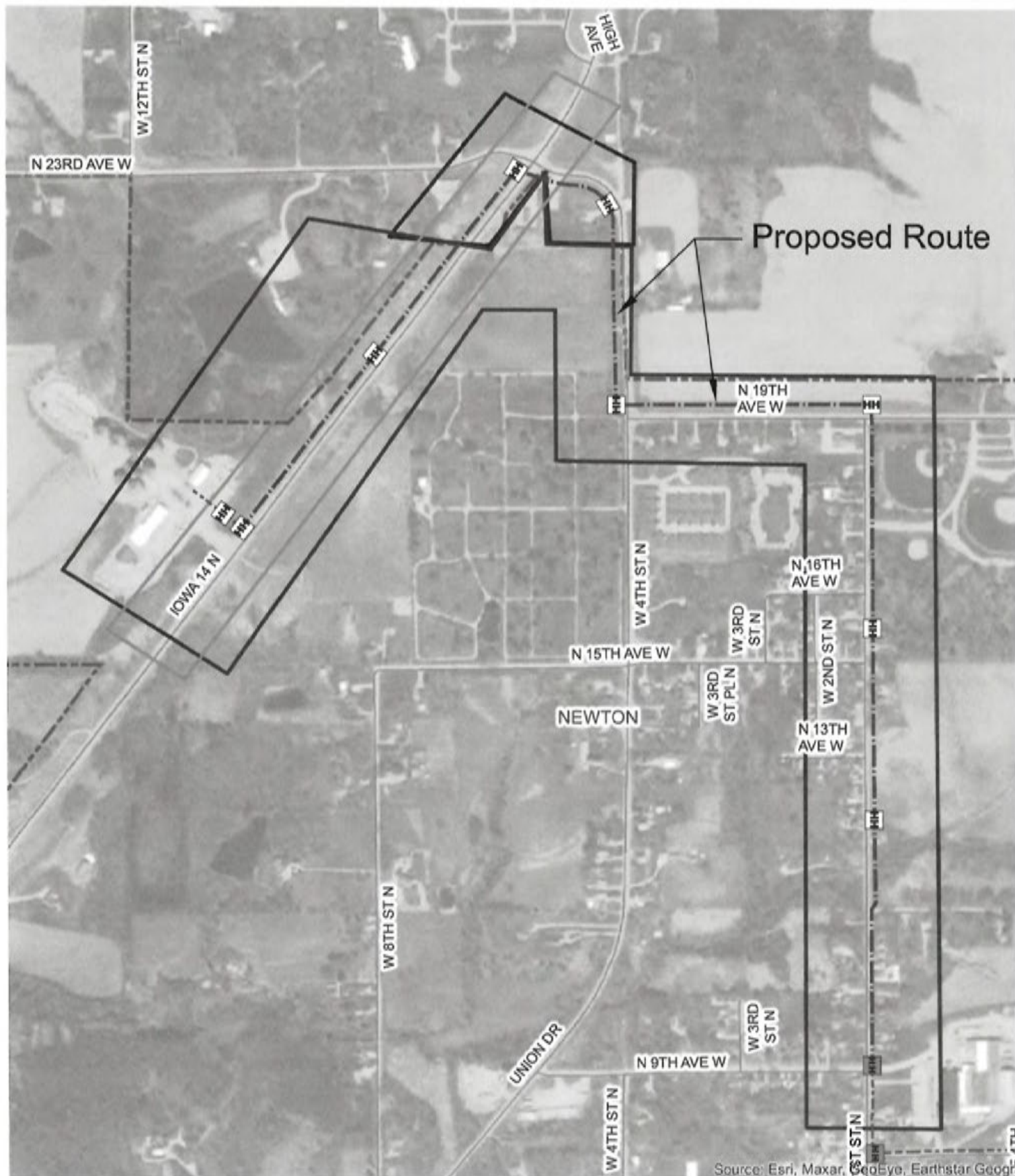
Title: VP Real Estate

CITY OF NEWTON

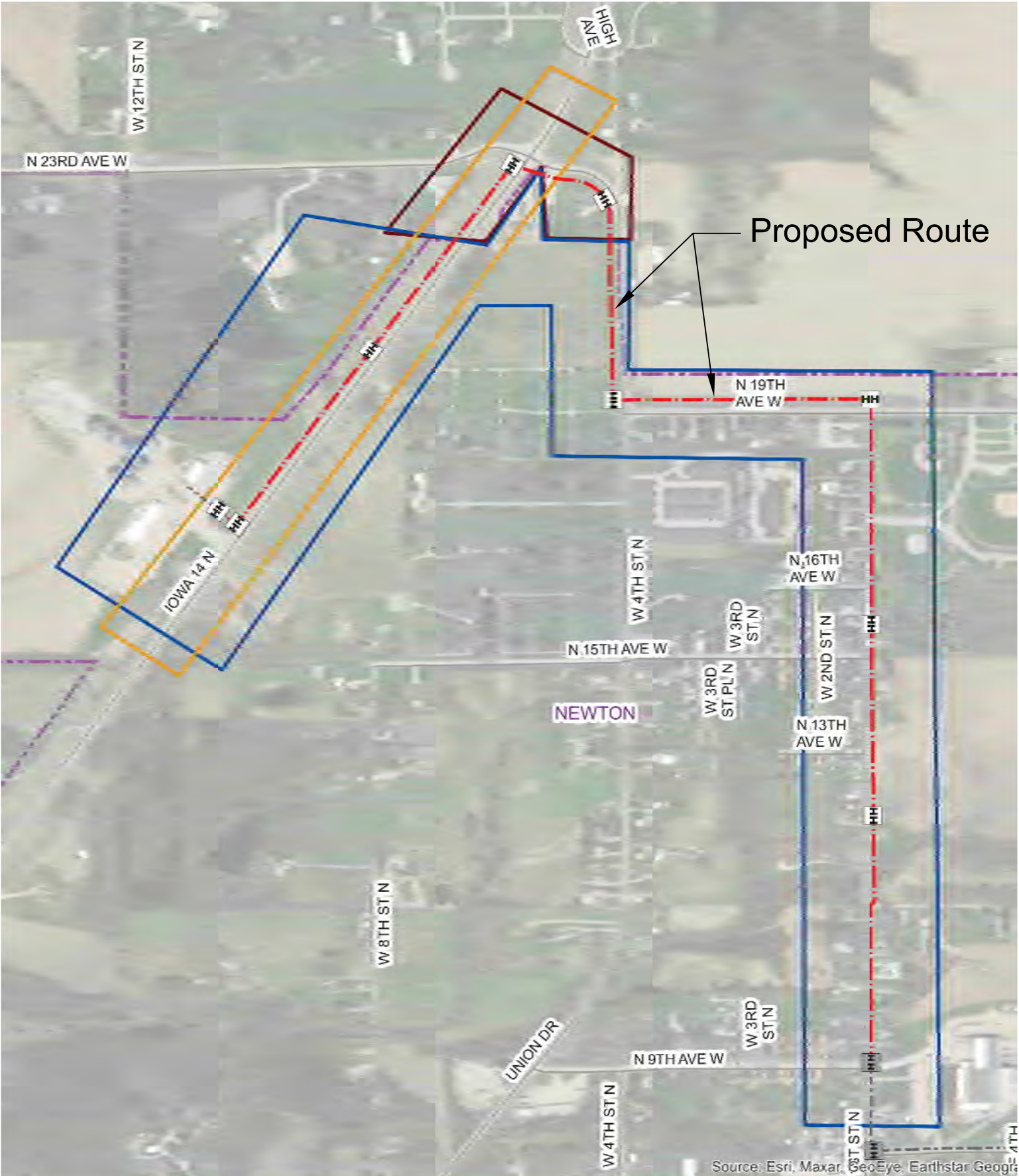
By: _____
Michael L. Hansen, Mayor

Attest: _____
City Clerk

UPN-3993 Exhibit A



UPN-3993 Exhibit A



City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3997

Report Number: 21-105

Date:

April 19, 2021

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$6,521.70 agreement fee to be paid to the City by Unite Private Networks.

Background:

Unite Private Networks of Kansas City, Missouri is proposing an extension of their existing telecommunications system in Newton. The proposed route begins at an existing hand hole on the north side of N 4th Ave E and E 19th St N. The route then continues west along the north side of N 4th Ave E to the northeast corner of N 4th Ave E and E 19th St N, then continues north along the east side of E 19th St N to the southeast corner of E 19th St N and N 19th Ave E, then continues west to the southwest corner of E 19th St N and N 19th Ave E, then continues north along the west side of E 19th St N to the southwest corner of E 19th St N and N 33rd Ave E, then continues east along the south side of N 33rd Ave E to the Newton Key Co-Op rail facility.

The proposed underground portion of the route includes 6,913 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in City of Newton right-of-way is \$6,521.70.

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

Recommendation:

City staff recommends approval of the telecommunications licensing agreement with Unite Private Networks of Kansas City, Missouri.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS –
UPN 3997**

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

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

WHEREAS, said telecommunications system begins at an existing hand hole on the north side of N 4th Ave E and E 19th St N. The route then continues west along the north side of N 4th Ave E to the northeast corner of N 4th Ave E and E 19th St N, then continues north along the east side of E 19th St N to the southeast corner of E 19th St N and N 19th Ave E, then continues west to the southwest corner of E 19th St N and N 19th Ave E, then continues north along the west side of E 19th St N to the southwest corner of E 19th St N and N 33rd Ave E, then continues east along the south side of N 33rd Ave E to the Newton Key Co-Op rail facility; and

WHEREAS, the proposed underground portion of the route includes 6,913 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012; the licensing fee for the portion of this line in City of Newton right-of-way is \$6,521.70.

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

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$6,521.70 (Six Thousand Five Hundred and Twenty-One dollars and Seventy cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

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

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$6,521.70, the City shall refund the excess of \$6,521.70 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

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

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

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

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

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

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

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

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

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

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

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

SECTION 18. DELIVERY OF NOTICES

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

If to City: Newton Community Services Director
403 W 4th St N, Suite 501
Newton, Iowa 50208

If to Licensee: Unite Private Networks
7200 NW 86th Street, Suite M
Kansas City, MO 64153

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

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

By: Madison A. White

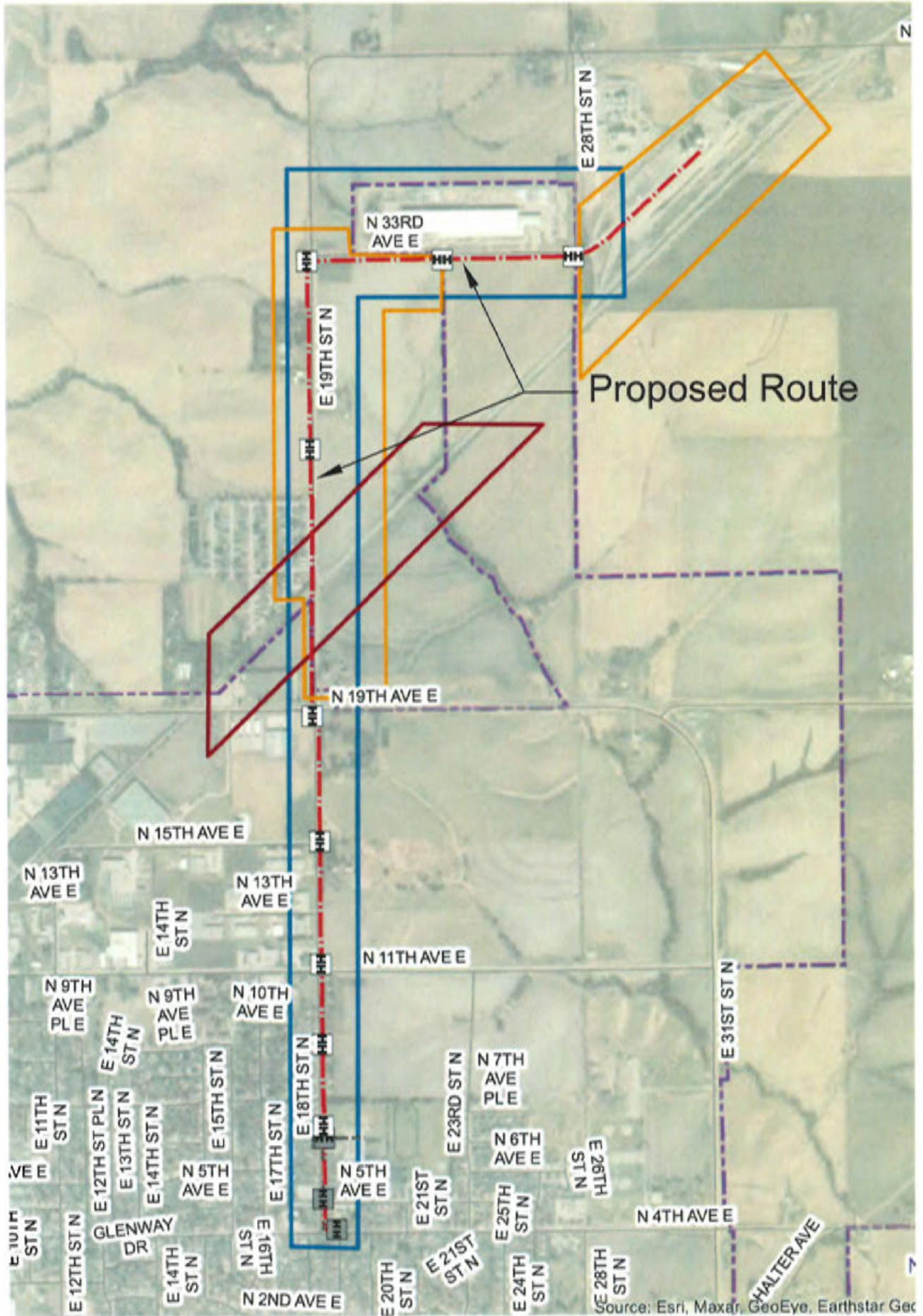
CITY OF NEWTON

By: Michael L. Hansen, Mayor

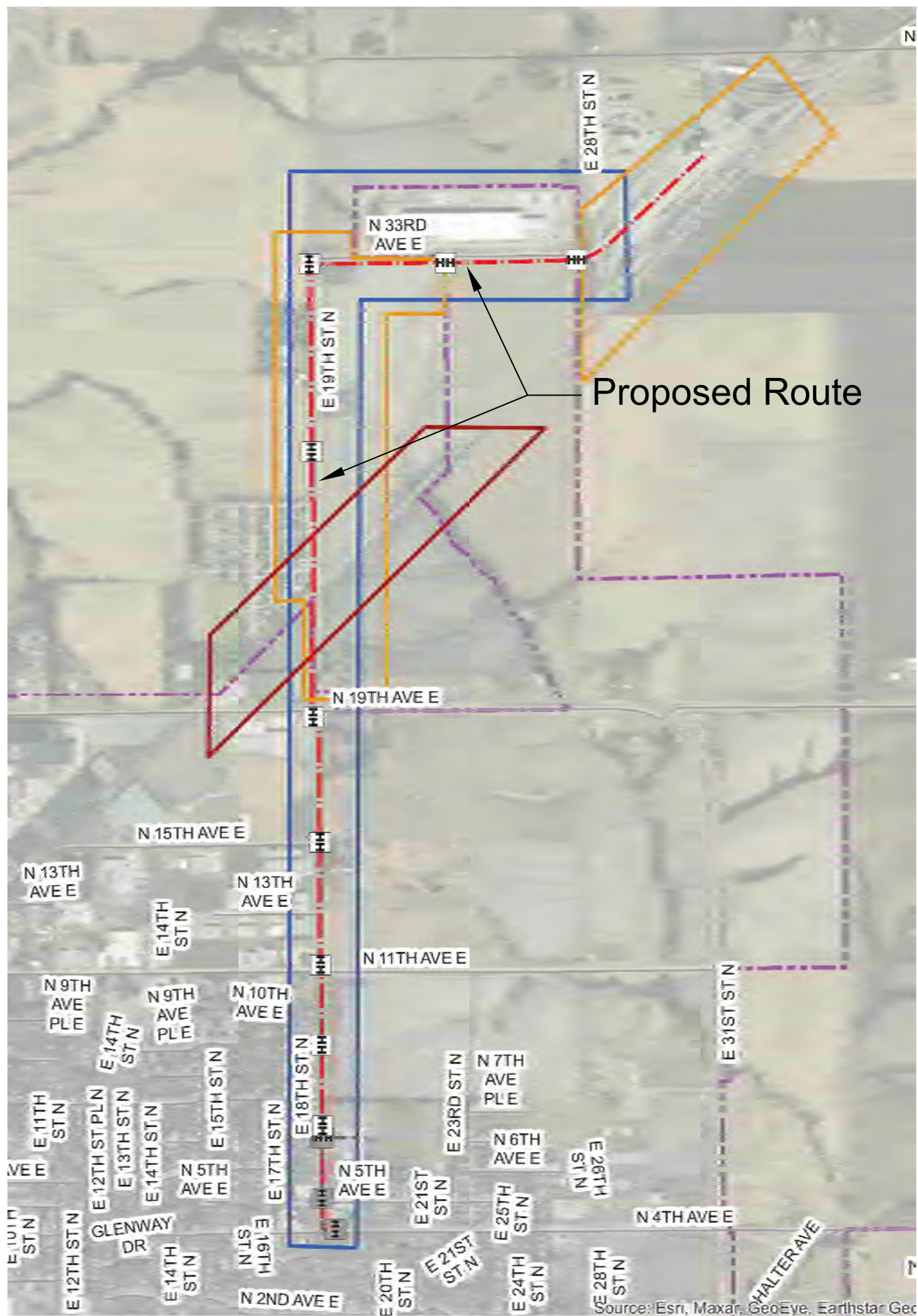
Title: VP Real Estate

Attest: _____
City Clerk

UPN-3997 Exhibit A



UPN-3997 Exhibit A



City of Newton Council Report

Item:

Resolution awarding contract for the 2021 Parks Mowing Contract No. 1.

Summary:

Award of contract to mow and trim at eight City-owned locations during the 2021 growing season.

Financial Impact:

\$4,560.00 from the Parks 4030 Grounds Maintenance and Repair budget items.



Report Number: 21-106

Date:

April 19, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at eight City-owned lots for the 2021 growing season. The locations included:

- 6, 7, and 12 Bungalow Ct.
- 321 E 8th St S
- 340 E 5th St N
- 224 W 3rd St N
- 525 W 4th St S
- 601 E 19th St S

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on April 12, 2021:

Brad Portner - Newton, Iowa	\$ 4,560.00	
Shannon Dannen - Newton, Iowa	\$ 5,840.00	
Randy Ray - Newton, Iowa	\$ 9,600.00	*
Rick Lyman – Newton, Iowa	\$11,800.00	

(* Quote received was incomplete)

The apparent lowest quote of \$4,560.00 is from Brad Portner of Newton, Iowa. Staff's estimated cost to complete the same work using seasonal labor and City equipment is \$6,144.00 for the season.

Recommendation:

City Staff recommends that Council award a contract for the 2021 Parks Mowing Contract No. 1 to Brad Portner of Newton, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDING CONTRACT FOR THE
2021 PARKS MOWING CONTRACT NO. 1**

WHEREAS, the City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at eight City-owned lots for the 2021 growing season; and

WHEREAS, sealed quotes were received and opened on April 12, 2021; and

WHEREAS, City staff recommends that the City of Newton award a contract to Brad Portner of Newton, Iowa for the 2021 Parks Mowing Contract No. 1 based on the low responsive, responsible quote received in the amount of \$4,560.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Brad Portner of Newton, Iowa, in the amount of Four Thousand, Five Hundred Sixty Dollars and Zero Cents (\$4,560.00) for the 2021 Parks Mowing Contract No. 1 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Brad Portner of Newton, Iowa for the 2021 Parks Mowing Contract No. 1, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Taxiway Relocation Project.

Summary:

Accept plans and order bids for the Newton Airport Taxiway Relocation Project.

Financial Impact:

No commitment to fund this project with approval of this resolution.



Report Number: 21-107

Date:

April 19, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

Included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport is a taxiway relocation project. This project (Newton Airport Taxiway Relocation Project) reconstructs the old taxiway at the north end of the airfield at a location meeting FAA geometry requirements.

On May 18, 2020 City Council approved Resolution 2020-111 to enter into an engineering services agreement with Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa. Construction plans and specifications for the Newton Airport Taxiway Relocation Project have now been prepared by CGA, and are ready to be placed out for bid.

The proposed bid opening for the project will occur on May 11, 2021 at 11:00 am. The public hearing to accept the bids and award the work will take place at the regularly scheduled council meeting on May 17, 2021. At that same meeting, a resolution will be considered to award the project and authorize the submittal of the grant application to the Federal Aviation Administration (FAA). This grant will pay for 90% of construction costs, which are estimated at \$3,190,000. The City's 10% local match for the construction costs is estimated at \$319,000; of which costs are included in FY23 of the FY22-FY26 Capital Improvement Plan. Construction work will not begin until the summer of 2022.

Recommendation:

City staff recommends approval to accept the plans, set dates for the public hearing and bid opening, and obtain bids for the Newton Airport Taxiway Relocation Project.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE NEWTON AIRPORT TAXIWAY RELOCATION PROJECT.

WHEREAS, the Newton Airport Taxiway Relocation Project is included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport; and

WHEREAS, this project will be funded by a grant from the Federal Aviation Administration (FAA) that will pay for 90% of construction costs; and

WHEREAS, construction plans and specifications for the Newton Airport Taxiway Relocation Project have been prepared by Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa, and are ready to be placed out for bid; and

WHEREAS, the estimated total construction cost for the work scheduled to begin in 2022 is \$3,190,000; with the City's estimated out-of-pocket local match of construction costs of \$319,000 to be paid from FY23 General Fund Bonds as shown in the FY22-FY26 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Newton Airport Taxiway Relocation Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and this 2022 construction project is planned to be paid using FY23 General Fund Bonds as shown in the FY22-FY26 Capital Improvement Plan.

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by CGA for the construction of the Newton Airport Taxiway Relocation Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection; and

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Community Services Director at 11:00 am on the 11th day of May 2021. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 17th day of May 2021, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the City of Newton 2021 Fence Installation Project



Summary:

Award of contract for the City of Newton 2021 Fence Installation Project

Report Number: 21-108

Date:

April 19, 2021

Financial Impact:

\$31,694.10 from the 2020A and 2021 Bond funds.

Lead Department:

Public Works / Community Services

Recommendation:

Approve

Background:

With the relocation of Public Works, Community Development, and Community Services offices to Legacy Plaza; Public Works and Community Services maintenance operations will be sharing space in the former Public Works building. To provide enough secure storage area, a security fence is proposed to be installed along the west, south, and east perimeter of the property. In addition to the operations shop security fence, an additional fence at the southeast soccer field at Agnes-Patterson Park is also proposed. This fence would help keep soccer balls from rolling into the road ditch along E 31st St N.

City staff sought proposals for these improvements, and the following base bid prices were received and opened on April 12, 2021:

American Fence Company – Johnston, IA	\$30,919.10
Century Fence Company – Pewaukee, WI	\$35,269.50
Iowa Fence Inc. – West Des Moines, IA	\$49,215.70

The apparent low bidder is American Fence Company of Johnston, Iowa. The substantial completion date for the project is June 30, 2021. The project will be paid for using 2020A and 2021 Bond funds.

Recommendation:

City staff recommends that Council award a contract for the base bid work, plus an add alternate for a new 15 foot manual gate, to American Fence Company of Johnston, Iowa in the amount of \$31,694.10.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDING CONTRACT FOR THE CITY OF NEWTON
2021 FENCE INSTALLATION PROJECT.**

WHEREAS, with the relocation of Public Works, Community Development, and Community Services offices to Legacy Plaza; Public Works and Community Services operations will be sharing space in the former Public Works building; and

WHEREAS, to provide enough secure storage area; a security fence is proposed to be installed along the west, south, and east perimeter of the property; and

WHEREAS, in addition to the operations shop security fence, an additional fence at the southeast soccer field at Agnes-Patterson Park is also proposed; and

WHEREAS, City staff sought proposals for these improvements; and

WHEREAS, based on the proposals received on April 12, 2021, City staff recommends that the City of Newton award a contract to American Fence Company of Johnston, Iowa for the City of Newton 2021 Fence Installation Project based on the low responsive, responsible base bid received in the amount of \$30,919.10 plus \$775.00 for an add-alternate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the base bid plus an add-alternate for a new 15 foot manual gate of American Fence Company of Johnston, Iowa, in the amount of Thirty-One Thousand, Six Hundred Ninety-four Dollars and Ten Cents (\$31,694.10) for the City of Newton 2021 Fence Installation Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive 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 American Fence Company of Johnston, Iowa for the City of Newton 2021 Fence Installation Project, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize 2020A and 2021 Bond Funds to pay for the project costs.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving household hazardous waste service agreement with Metro Waste Authority

Summary: Approve Metro Waste agreement

Financial Impact: \$32,768.40 paid from the Landfill Enterprise Fund.



Report Number: 21-109

Date: April 19, 2021

Lead Department: Public Works

Recommendation: Approve

Background: Metro Waste Authority is a 28E intergovernmental agency that has been providing services to the Newton Sanitary Landfill since about 1998. Metro Waste Authority transports household hazardous wastes to their regional collection center located in Bondurant, Iowa.

On March 9, 2018, staff approved a three (3) year agreement with the Metro Waste Authority for disposal of household hazardous waste for the Newton Sanitary Landfill. This agreement will expire June 30, 2021.

Attached is a renewal contract to extend the household hazardous waste program for three (3) years becoming effective July 1, 2021 and terminating on June 30, 2024. The annual fee rate will be \$0.94 per capita. The annual cost will be of \$32,768.40 based on the 2010 census of 34,860 people living in the Newton Sanitary Landfill planning area. This cost has been included in the Landfill budget and will be paid from the Landfill fund.

Metro Waste Authority accepts approximately 6,000 to 10,000 pounds of household hazardous waste that is collected each year from the drop-off site at the Newton Sanitary Landfill. The disposal of household hazardous waste by Metro Waste Authority reduces the environmental implications that may evolve if such wastes were placed in the Newton Sanitary Landfill.

Recommendations: City Council approve the resolution to enter into a 3-year service agreement with Metro Waste Authority to accept household hazardous waste from residents within the Newton Sanitary Landfill planning area.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING HOUSEHOLD HAZARDOUS WASTE
SERVICE AGREEMENT WITH METRO WASTE AUTHORITY**

WHEREAS, Metro Waste Authority provides household hazardous waste collection disposal services to a multi-county area including Jasper County; and

WHEREAS, Metro Waste Authority has provided household hazardous waste collection disposal services for the Newton Sanitary Landfill for more than a decade; and

WHEREAS, the existing three-year contract with Metro Waste Authority will expire on June 30, 2021; and

WHEREAS, Metro Waste Authority has provided an agreement to provide household hazardous waste collection disposal services for the Newton Sanitary Landfill for the next three years; and

WHEREAS, this service would benefit the Newton Sanitary Landfill by helping to prevent future environmental problems that may evolve if such wastes were placed in the Newton Sanitary Landfill; and

WHEREAS, Metro Waste Authority has established an annual fee of \$32,768.40 (based on an annual per capita cost of \$0.94) to collect household hazardous wastes for the population served by the Newton Sanitary Landfill.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor and City Clerk to execute the attached Household Hazardous Waste Service Agreement with Metro Waste Authority. The cost for the services provided in this contract will be funded by the Landfill Operating Budget.

PASSED this 19th day of April 2021.

APPROVED this 19th day of April 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

**Metro Waste Authority
Household Hazardous Waste
Service Agreement**

This Agreement made this first (1) day of July 2021, by and between the Newton Sanitary Landfill, hereinafter referred to as “Customer”, and Metro Waste Authority, hereinafter referred to as “MWA”, an intergovernmental agency formed pursuant to chapter 28E of the Code of Iowa, with its principal office at 300 East Locust St., Des Moines, Iowa.

Whereas, MWA has established and operates a permanent collection center for Household Hazardous Waste, hereinafter referred to as “HHW”, currently known as the Metro Hazardous Waste Drop-off, hereinafter referred to as “MHWD,” including materials, equipment, and staff for the consolidation, temporary storage, and shipment of HHW, and

Whereas, Customer desires to establish a mobile collection program for HHW;

Therefore MWA and Customer agree to establish a mobile collection program on the following mutually agreed upon terms and conditions:

Terms

Section I Definitions

The following definitions shall apply to this Agreement:

- A. Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4(b)(1) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, household batteries, and similar materials.

Exceptions: HHW does not include laundry detergents, soaps, dish washing compounds, chlorine bleach, personal care products, personal care soaps, cosmetics, animal and human medications and pharmaceuticals.

Exclusions: HHW that will not be accepted through Mobile Collections events as a part of this agreement include Regulated Substances, latex based paint, used motor oil, lead acid batteries, ammunition, asbestos, compressed gas cylinders, explosives, fire extinguishers, or radioactive materials.

- B. Regulated Substances shall mean substances defined as “regulated substances,” “hazardous waste,” “hazardous materials,” “toxic substances,” or “pesticides” in one or more of the following: the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendment of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local or state environmental laws, or the regulations, rules and ordinances adopted and publications, standards and guidelines promulgated pursuant to the state or federal laws.
- C. Very Small Quantity Generators (VSQG), shall mean a hazardous waste generator who generates less than 1 kilogram (2.2 pounds) per month of acute hazardous waste, and never stores more than this amount on site at any time; and generates less than 100 kilograms (220 pounds) of all other hazardous waste, and never stores more than 1,000 kilograms (2,220 pounds) on site at any time and is further modified by 40 CFR 261.5 (f)(2), and (g)(2).

- D. Customer shall mean the Iowa Code Chapter 28E agency, county, solid waste agency or commission, or municipality signing this Agreement.
- E. Eligible Resident is any resident, excluding businesses, residing within the jurisdiction of the Customer.
- F. Eligible Business is any business within the jurisdiction of Customer who meets the definition of a VSQG and who complies with the necessary pre-qualifying and drop-off procedures of MWA and Customer.
- G. Exceptional Service shall mean the pick-up, drop-off, handling, disposal of HHW or other materials outside of regularly scheduled Mobile Collections event.
- H. Metro Hazardous Waste Drop-off (MHWD) shall mean MWA's permanent household hazardous waste collection center located at 1105 Prairie Dr. SW, Bondurant, IA 50035.
- I. Satellite Site shall mean a permanent manned site that is served by the MWA's Mobile Collections unit and has a Satellite Building located on site.
- J. Satellite Building shall mean a prefabricated weatherproof structure that is relocatable and provides vault-like safety, security, segregation, and secondary containment storage for hazardous materials, chemicals and waste, and is vented to prevent accumulation of flammable or explosive vapors. If a building is not one supplied by MWA it must pass local fire codes and any other requirements set by MWA.

Section II Purpose

The purpose of this Agreement is to expand the MWA's HHW collection and education program to Customer, define the type and scope of services and define the responsibilities of the parties relating to this Agreement.

Section III Effective Date

- A. Term: This Agreement shall become effective on July 1, 2021 and terminates at midnight on June 30, 2024.
- B. Renewal: This Agreement shall automatically renew for successive terms of one (1) year each, provided that this Agreement has not been terminated under Section III(C) herein or unless Customer gives Notice of Non-Renewal of Agreement no greater than sixty (60) days and no less than thirty (30) days prior to the end of the initial term or any subsequent additional one (1) year term of the Agreement. Such Notice of Non-Renewal of Agreement shall not relieve either party from those liabilities or costs already incurred pursuant to this Agreement.
- C. Termination: This Agreement may be terminated as follows:
 - 1. 1. Customer shall have the option to terminate this Agreement at any time for "Cause". "Cause" is defined as any breach by MWA of any provision or provisions of this Agreement. Customer shall exercise its option to terminate this Agreement for "Cause" under this provision providing written notice of the intent to terminate this Agreement setting forth therein the reason or reasons for such termination. MWA shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice or at such reasonable time thereafter if the cause for termination cannot practicably be remedied within this ten (10) day period and MWA is working diligently to remedy the cause. If MWA shall fail to remedy such cause within the appropriate time frame set forth in this Paragraph, this Agreement shall terminate. Upon termination under this provision, MWA shall be entitled to payment for all work performed to date

of termination and each Customer shall be entitled to receive all work not yet performed that has been paid for prior to termination of this Agreement.

2. MWA shall have the option to terminate this Agreement at any time with or without "Cause".

Section IV HHW Collections Services

- A. Permanent MHWD Services: MWA agrees to accept HHW delivered to the MHWD, by appointment, from an Eligible Residents or Eligible Business of Customer.
- B. Mobile Collections Events: MWA agrees to provide for collection of HHW at various locations within Customer's jurisdiction. MWA shall have overall control of collection activities at each site. The number and location of the Mobile Collections events to be held during this Agreement shall be negotiated between the Customer and MWA. MWA will allocate the number of Mobile Collections events and times for such events accordingly. MWA reserves the right to refuse any HHW. MWA will impose a maximum capacity limit for each Mobile Collections event based on safe and efficient operations (estimated at 200 vehicles).

During times when the Mobile Collections unit is not scheduled with a Customer, MWA reserves the right to schedule Mobile Collections events within Polk County, MWA's member communities and MWA jurisdiction.

- C. Satellite Site Collections: MWA agrees to provide for the collection, packaging, and transport of HHW from the Satellite Site to the MHWD for disposal. The Customer shall have overall control of collection activities at each Satellite Site in accordance with the guidelines established by MWA for amount, the types of waste, size of containers, and source of HHW. MWA reserves the right to refuse any HHW. The amount of HHW collected shall not exceed the safe capacity of the storage unit.
- D. Exceptional Service: Customer may require Exceptional Service. If Exceptional Service is needed, Customer shall identify service requested. Arrangements and additional fees will be negotiated prior to the initiation of any such Exceptional Service.
- E. Very Small Quantity Generators (VSQG's): VSQG's may use the MHWD for disposal of hazardous wastes by appointment, during the hours of normal operation. The MHWD shall require payment by VSQG's based upon established fees. At no time shall a VSQG or any other type of business use the Satellite Site or MHWD to dispose of its waste, unless prior approval has been made with MWA.
- F. Record Keeping: MWA agrees to keep records of the use of the MHWD and mobile collection unit to provide Customer with information regarding the use of the facilities by Eligible Residents, Eligible Businesses and VSQG's. Customer agrees to keep records of the use of the Satellite Site in order to provide MWA with information regarding the use of the program. MWA agrees to, upon request, submit semiannual reports describing at a minimum:
 1. The number of households participating in collection events.
 2. The number of VSQG's participating in the MHWD's programs.
 3. The number of households directly using the MHWD permanent facility.
 4. The quantity and categories of HHW collected.
 5. The quantity and categories of VSQG hazardous wastes collected.
 6. The days and hours of operation for each event.
 7. A summary of the disposition of the waste received including names and location of off-site disposal/treatment facilities used and wastes reused or recycled.

Section V Responsibilities of MWA

- A. MWA Responsibilities: MWA shall provide:

For Mobile Collections events:

1. The necessary vehicle, equipment, supplies for Mobile Collections events.
2. On-site training for Customer staff and volunteers.
3. Annual 8-hour updates for 40-hour or 24-hour OSHA Hazardous Waste Operations Training at MWA's MHWD.
4. One MWA Mobile Collections Coordinator to collect and transport HHW from Customer's site which has been collected at a scheduled MWA Mobile Collections event.

For Satellite Site:

1. Training for Customer personnel to operate a Satellite Site.
2. Forms, educational materials and media tool-kit to promote the Satellite Site.
3. On-site containerization, labeling and required paperwork.
4. Transportation of HHW from the Satellite Site to the MHWD for disposal.
5. Reports of the actual weight and types of waste collected from the Satellite Site.

Section VI Responsibilities of Customer

A. Customer Responsibilities: Customer shall provide:

For Mobile Collections events:

1. An adequate, easily accessible and safe site which is located on an impervious surface with unobstructed public access and has running water and toilet facilities. (MWA shall be the final authority in determining the adequacy of a site meeting requirements for a safe and efficient collection.)
2. Publicity for Mobile Collections events which will achieve maximum participation, and which describes date and time with specific instructions for participation.
3. Copies of publicity materials, fliers, newspaper and magazine articles, news releases, and other written, audio, and pictorial material that educate or promote the Mobile Collections events.
4. At least one employee of Customer who is 24-hour or 40-hour OSHA Hazardous Waste Operations certified.
5. Procedures for the collection, removal, and disposal of any waste that does not meet the definition of HHW or which is excluded or refused under this Agreement.
6. Traffic control around and within Mobile Collection event sites.
7. Designated individual to serve as point of contact between the Customer, MWA and the Coordinator.
8. Screening of participants and waste to ensure eligibility and acceptability.

For Satellite Sites:

1. Appropriate hours and procedures, which comply with MHWD schedules and established procedures.
2. Provisions or restrictions for "non-acceptable" waste under this Agreement.
3. A means to collect required information and to distribute educational material.
4. A plan to properly segregate and store HHW within the Satellite Building.

Section VII Costs

- A. Per Capita Costs: Customer shall pay MWA an annual per capita fee based on its total population as established by the United States Census Bureau or, if not available, similar governmental agency. For the first year of this Agreement, the annual per capita cost shall be \$0.94. For each subsequent year of this Agreement, the annual per capita cost shall increase by the same percentage as any over-the-year

percent increase in the Consumer Price Index for All Urban Consumers (CPI-U). See attachment A. No less than sixty (60) days prior to the annual anniversary date of this Agreement, MWA will send a notice of any rate adjustment for the coming year.

- B. Payments and Assessment of Costs: All Costs will be assessed to Customer on an annual basis, in advance. Payments of all Costs will be on a quarterly basis. Payments of all Costs shall be in four equal installments due on January 1st, April 1st, July 1st and October 1st of each year of this Agreement.
- C. Other: In addition to the Per Capita Cost as set forth in Section VII (A), the Customer shall be responsible for any other costs incurred by MWA as a result of the services provided to Customer under this Agreement, including but not limited to transportation and disposal costs.

Section VIII Hold Harmless and Indemnification-Mutual

- A. Customer Indemnification: Customer shall indemnify, defend, and hold MWA and its employees harmless from all claims, lawsuits, liabilities, and costs, including reasonable attorney's fees, arising from and incurred as a result of the operation or existence of the Satellite Site or a Mobile Collections event in Customer's jurisdiction. The obligations of Customer under this paragraph shall not extend to any liability solely caused by the gross negligence or intentional actions of MWA or its employees. This indemnification shall survive the expiration or termination of this Agreement and shall be governed by the laws of the state of Iowa.
- B. MWA Indemnification: MWA shall indemnify, defend, and hold Customer and its employees harmless from all claims, lawsuits, costs, including reasonable attorney's fees, or any other liability solely caused by the gross negligence or intentional actions of MWA or its employees.

Section X Ownership – Satellite Building

MWA shall retain ownership of any Satellite Building that has been provided by MWA. Customer agrees to return possession of any Satellite Building to MWA should this Agreement be terminated or expire.

Section XI Insurance

- A. Mobile Collections: Customer shall provide general liability insurance coverage to protect itself and MWA against any liability which could result from the operation or acceptance, storage, processing or shipment of materials at a Mobile Collections event. This insurance policy shall also cover the truck, trailer, and the site at which the Mobile Collections event(s) will be held. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.
- B. Satellite Site: Customer shall provide sufficient insurance coverage to protect itself and MWA against any liability which could result from any property damage, injury or liability arising out of the operation or existence of the Satellite Site. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.

Section XII Compliance with Laws

Laws: MWA agrees to comply with all applicable federal state and local laws in the operation of its MHWD, including applicable Department of Transportation regulations at 49 CFR Part 107, and any applicable state or local laws.

Section XIII Cooperation

Cooperation: In the event that MWA establishes a committee or commission to act in an ordinary capacity on the operation of the MWA mobile collection programs, Customer agrees to participate by sending a representative to serve on such a committee or commission.

Section XIV Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

As to Metro Waste Authority

Michael McCoy Date
Executive Director

As to the Customer

By: Date

City of Newton Council Report

Item: Resolution approving a work order and asset management agreement for Public Works

Summary: Approval of an asset management and work order software program for Public Works.

Financial Impact: \$8,500 from Road Use Tax Fund, \$2,500 City Garage, \$2,500 Stormwater Utility and \$2,500 Sanitary Sewer funds.



Report Number: 21-110

Date: April 19, 2021

Lead Department: Public Works

Recommendation: Approve

Background:

The various divisions of Public Works receive multiple work order requests from multiple sources; citizens, management, administration, elected officials and self-initiated in many formats; in person, phone calls, website, social media to complete tasks on a daily basis in multiple divisions of Public Works. Currently Public Works is using the antiquated system of paper notes to receive tasks and assign work orders. There isn't any job costing or tying maintenance activities to assets. Tracking these items is important when considering which items need to be considered for future Capital Improvement Projects. Many times, we can become reactive or propose projects that may have been a recent hot topic of discussion, but may not actually be the highest priority need for the city, based on data.

Public Works staff has been looking at several different work order/asset management software databases for over a year, to help manage and track many of our daily tasks. After numerous demonstrations from the five (5) top vendors; Cartegraph, Dude Solutions, NOVO Solutions, PubWorks, and IworQ, our evaluation showed IworQ was the best fit for our needs in Newton. IworQ is a web-based database system designed specifically for public infrastructure maintenance activities, such as city Public Works and County Highway and Engineering Departments. There are multiple modules to choose from in these database systems based on each individual city's assets and goals desired to track. Based on our criteria, below are the modules, we chose to include in our RFP.

Work order management software allows work orders to be created electronically and assigned to crews in the field, which they can manage from their phone or tablet. Crews will be able to open assigned work orders, complete tasks, close out the work orders when tasks are completed, make notes of unique situations, attach photos, invoices or any other document such as plans or details. This would provide an efficient way to create, track & complete work orders, without losing paper copies or inadvertently forgetting about an assigned task.

Asset management software ties the work orders and maintenance activities to the individual infrastructure assets the division or department is responsible for maintaining. This includes items such as signs, pavements, storm sewer, sanitary sewer, trees, sidewalks and electrical. Currently there are 18,540 assets in these areas alone and more being added all the time. Forward thinking for Public Works is to gather, collect and retain institutional knowledge to be passed down to future generations with tying work orders to assets, job costing, notes, photos, documentation and maintenance history, to make educated data driven decisions. All of the assets are hosted in and shared directly from the City of Newton's GIS system.

Job costing of in-house work is not something we currently track. This makes it difficult to make decisions on whether it is more economical to outsource an individual task or complete with our own forces. The work order management software allows crews to quickly and easily record their time, materials and equipment used for that particular task. This is done by choosing from drop down menu in each of the customizable categories, we wish to track. This also allows for management to retrieve this data for reports, presentations and budgeting needs.

Fleet management software would allow the City Garage Mechanic to record and track all maintenance activities of the entire fleet Public Works. This software also allows for the mechanic to record his time, parts and materials directly into the Fleet work order system. This would allow the Public Works Administrative Assistant to invoice directly from the work orders. Since City Garage is an enterprise fund, it must charge the appropriate division for all of the materials, parts and labor for who they are working. The current method of going through paper copies, parts invoices, excel spreadsheets and timesheets is both cumbersome and time consuming for both the Mechanic and Public Works Administrative Assistant. This Fleet Management software will also automatically rate each piece of equipment based on an industry standard criteria, utilizing age, condition, maintenance costs and use, for prioritizing replacement needs. This software could also be utilized by the Community Services Parks Mechanic.

Open Street Map is a map that works directly with the entire software system tying the assets and maintenance activities to a geospatial location on the map. This is important when there may be dozens of different assets in a one block stretch of street. Crews can use this map to identify the exact asset they need to repair and record their maintenance activities directly from the map. This will also be helpful to show where work has been completed from a map view.

Comparing software, all vendors were required to include in their request for proposal; work order management, stormwater, sanitary sewer, signs, electrical, trees, fleet and pavement asset management.

Vendors listed below include pricing dependent upon modules and number of users.

IworQ: Based on unlimited users- \$16,400.00 set up (fee waived) \$16,000.00 annually

Cartegraph: Based on 12 users- \$9,900.00 set up-\$25,569.76 annually

NOVO Solutions: Based on 12 users- \$10,067.00 set up- \$20,945.00 annually

Dude Solutions: Unlimited users-\$15,893.42 setup-\$12,440.13 annually, (did not meet all criteria)

PubWorks: Up to 19 users- \$23,475.00 annually (did not meet all criteria)

Recommendation:

Approval of work order and asset management software agreement with IworQ Systems of Logan, Utah in the amount of \$16,000.00 annually. The work order and asset management software will be paid from \$8,500 Road Use Tax, \$2,500 City Garage, \$2,500 Stormwater Utility and \$2,500 Sanitary Sewer, based on the module costs for each divisions use.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING A WORK ORDER AND ASSET
MANAGEMENT AGREEMENT FOR PUBLIC WORKS**

WHEREAS, Newton Public Works receives requests and completes work tasks on a daily basis; and

WHEREAS, staff researched work order and asset management software programs that will tie all completed work to assets; and

WHEREAS, tracking assets maintenance activities will help programing CIP projects and retain institutional knowledge for future generations; and

WHEREAS, staff reviewed demonstrations and compared software with vendors which included a basic service; work orders management, storm sewer, sanitary sewer, trees, electrical, signs, fleet and pavement asset management; and

WHEREAS, based on the request for proposals, staff recommends IWorkQ software as the “best fit” for the City of Newton Public Works; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Public Works Director is authorized to enter into an annual agreement with IWorkQ Systems of Logan, Utah for an asset management and work order software program for Public Works. The software program will be paid from \$8,500 Road Use Tax, \$2,500 City Garage, \$2,500 Stormwater Utility and \$2,500 Sanitary Sewer, based on the module costs for each divisions use.

PASSED this _____ day of April 2021.

APPROVED this _____ day of April 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution approving an agreement with Eric Michaels (Ver Steegt) to perform a magic show at Newton Fest 2021.

Report Number: 2021-111

Date:

April 19, 2020

Summary:

Newton Fest continues to strive to provide free entertainment to the community during the second weekend in June. City staff has worked with magician Eric Michaels to do a 60 minute performance on Friday, June 11 at Maytag Bowl.

Lead Departments:

Community Services &
Community Development

Recommendation:

Approve

Financial Impact:

\$550

Background:

Newton Fest continues to provide free entertainment to our community during the second weekend in June. Although, Newton Fest 2021 will look different due to the pandemic and events being organized by City staff are taking place outdoors at Maytag Park. City staff has worked with Eric Michaels to perform a magic show at Maytag Bowl at 6 p.m. on Friday, June 12. The show would be free to the public and allow for families to have a fun, free Friday evening activity.

The agreement with Eric Michaels has been attached and reviewed by City staff. The \$550 would be paid to Eric Michaels the day of the show.

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021- _____

RESOLUTION APPROVING AN AGREEMENT WITH ERIC MICHAELS (VER STEEGT) TO PERFORM A MAGIC SHOW AT NEWTON FEST 2021.

WHEREAS, the City's Comprehensive Plan contains a vision statement that states Newton is a progressive, family friendly community, a shining star of Central Iowa, and a place to call home, and

WHEREAS, the City's Comprehensive Plan led to the creation of Newton Fest as a family-friendly community event that would be a local and regional draw, and

WHEREAS, through private and public partnerships with other organizations, Newton Fest continues to grow each year, and

WHEREAS, City staff from the Community Development & Community Services Departments, have started planning the City's activities during Newton Fest, and

WHEREAS, City staff is taking all current emergency proclamations and public health directives into consideration while planning City activities and are planning to offer a variety of free and exciting activities during Newton Fest 2021, and

WHEREAS, City staff has been working to book Eric Michaels Magic and Illusions to perform at Maytag Bowl on Friday, June 11 as part of Newton Fest, and

WHEREAS, an agreement with Eric Michaels (Ver Steegt) of \$550 must be approved and signed, with the balance due the day of the performance and

WHEREAS, City Staff recommends approval of this resolution approving an agreement with Eric Michaels (Ver Steegt),

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approving the contract.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

Newton Fest

This Agreement, entered into by and between **the City of Newton** (hereinafter called the “purchaser”) and **Eric Michaels (Ver Steegt)** (hereinafter called the “performer”) this 31st Day of March, 2021.

It is mutually agreed that Purchaser will engage the performer under the following terms and conditions:

1. **Venue:** Newton Fest, Newton, Iowa, Maytag Bowl
2. **Date(s):** Friday, June 11th, 2021
3. **Time(s):** 6:00pm (60 min show).
4. **Load in Time:** 90min. prior to performance time or a time specifically arranged.
5. **Sound Check Time:** Prior to set, During Load In.
6. **Power, Sound, Lights:** Purchaser agrees to provide access to 1 standard electrical outlet within 100 ft. of performing area. Performer will be responsible for Sound/PA System and man power to operate Sound/PA system. Sound Board will be placed in front in the “house area”, a 4ft. by 4 ft. area will be needed. If a house system is available, Performer may opt to tie into that system instead. Please notify ahead of time if lighting system will be needed as one is not typically carried with performer.
7. **Stage/Backdrop:** Purchaser agrees to provide a covered, raised stage with minimum dimensions of 24ft wide and 24ft deep to perform on. If the height of the stage is greater than 2ft then there must be a set of steps, stairs, or a ramp with direct access to the stage. If no stage is available then floor space of the same dimensions will suffice. Performer will be providing and using a backdrop that is typically 14ft wide and 7 ft. high. (Maytag Bowl is Approved)
8. **Parking:** Purchaser agrees to provide free parking for a Suburban and 6x12 Cargo Trailer as close as possible to the stage/stage entrance doors.
9. **Sales:** Performer reserves the right to have Back of Room (BOR) Sales before and after each performance.
10. **Video and Photography:** Eric Michaels Magic & Illusion is a copyrighted performance and may not be videographed in its entirety. Venue and Patrons may videotape segments of the show if they wish. Performer reserves the right to videotape and photograph his performance, in its entirety, and may use the images and video for marketing and advertisement purposes in the future.

11. Monetary Consideration: \$450 for 60 min show, mileage included. **\$550 Total.**

To be paid immediately following the performance. Checks made payable to "Eric Michaels"

12. Performance Payment and Conditions: **A.** Performer agrees to perform unless unable to by reason of illness, injury, disability, death, or by reason of failure of transportation, accidents, strikes, acts of God, or any other conditions beyond the control of the performer; provided that such nonperformance shall terminate the obligation of Purchaser to pay any performance fee. **B.** Outdoor performance dependent of inclement weather such as rain or high wind. If the performance, either indoors or outdoors, is canceled due to weather or any reason be the like, Purchaser would be obligated to pay the agreed upon performance fee. **C.** If the performance must be canceled due other Acts of God (excluding weather) such as Global Pandemics and Government regulated shut downs, Then this contract shall be null and void and Purchaser will not be obligated to pay the agreed upon performance fee. **D.** If for any reason the Purchaser decides to postpone the entertainment to a date within 90 days of the original performance date, in which the performer is still able to perform, no action will be needed, this contract shall remain in effect. If for any reason the Purchaser decides to postpone the entertainment to a date that the Performer is unavailable, the Purchaser would still be obligated to pay 50% of the agreed upon performance fee.

13. Other Considerations: _____

14. Correspondence: A full Show Ryder with detailed information about the show's operations and a Promo Pack can be obtained at www.EricMichaelsMagic.com. Click on "Promo Pack Log In" (bottom right corner) Password is: letmein. For more information or any questions or problems, please contact:

Eric Michaels Magic and Illusion
Eric Ver Steegt
2780 Hawthorne Ave
Janesville IA, 50647
Home Phone: (319) 987-2332
Cell Phone: (319) 404-8400
E-Mail: ericmichaelsmagic@gmail.com
Website: www.EricMichaelsMagic.com

Performer:

Purchaser:

By: Eric Ver Steegt

By: _____

Date: 3-31-2021

Date: _____

Cell Phone # _____

Like us on **Facebook!** 
 **Eric Michaels**

Visit us on **Instagram!**
 **#EricM_Magic**

Follow us on **Twitter!**
 **@EricM_Magic**

Sign up for News and Updates at www.EricMichaelsMagic.com

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 2,684.37
Airgas USA LLC	Fire	Supplies	\$ 210.14
Alliant Energy/IPL	Disaster Services	Utilities	\$ 47.73
Amazon Capital Services	All	Supplies	\$ 1,145.56
Baker Group	City Center	Service	\$ 561.50
Baldus, Amy	Executive	Reimbursement	\$ 63.56
Bob's Septic	Parks	Service	\$ 1,785.00
Bolton & Menk Inc	All	Service	\$ 12,257.20
Boot Barn Inc	Street	Supplies	\$ 125.97
Bound Tree Medical LLC	Fire	Supplies	\$ 1,220.90
Brick Gentry P.C.	Comm D&D/Legal Services/WPC	Service	\$ 8,695.00
Browning, Mike	Fire	Reimbursement	\$ 4.68
Callaway Golf	Golf	Merchandise	\$ 222.58
Cappy's Tire & Auto Service	Golf/Landfill	Service	\$ 429.29
Car Country	Parks	Supplies	\$ 25.00
Card Services	All	Supplies	\$ 1,864.12
Carolina Software	Landfill	Service	\$ 500.00
Central Iowa Farm Store	Golf	Supplies	\$ 57.05
Cintas	All	Service	\$ 619.83
Clapsaddle-Garber Assoc	Airport	Service	\$ 49,321.30
Cleveland Golf/Srixon	Golf	Merchandise	\$ 585.00
Colfax Tractor Parts	Airport	Supplies	\$ 250.00
Darrell's Electric	City Center	Service	\$ 263.00
Des Moines Stamp Mfg	Police	Supplies	\$ 28.30
DeVries Equipment	Street	Supplies	\$ 8,300.00
Eckert, Bernard	Police	Reimbursement	\$ 151.60
Electric Pump	Water Pollution Control	Supplies	\$ 2,404.37
EZ Lease	Water Pollution Control	Service	\$ 102.00
FARO Technologies	Fire	Service	\$ 256.72
Fastenal	Streets/WPC	Supplies	\$ 140.46
Forbes Office Solutions	All	Service	\$ 513.94
Four Points Golf Cars	Cemetery	Supplies	\$ 179.90
Fox Engineering	Water Pollution Control	Service	\$ 12,060.00
Galls LLC	Fire/Police	Supplies	\$ 2,388.90
Grainger Inc	City Garage/Street	Supplies	\$ 1,240.42
Gregg Young Auto Center	Police	Service	\$ 2,207.25
Hamilton Glass	Landfill	Supplies	\$ 180.00
Herberger Construction	Parks	Supplies	\$ 576.00
Hillyard / Des Moines	Fire	Supplies	\$ 390.23
HLW Engineering Group	Landfill	Service	\$ 4,050.50
Hornung's	Golf	Merchandise	\$ 124.11
Housby Heavy Equipment LLC	Landfill	Supplies	\$ 705.59
Howe Excavating	Commercial D&D	Service	\$ 6,147.45
IAFC	Fire	Dues	\$ 240.00
IEMSA	Fire	Dues	\$ 30.00
Image Trend Inc	Fire	Service	\$ 772.00

IMWCA	All	Insurance	\$ 3,820.16
Iowa Assoc of Professional Fire Chiefs	Fire	Dues	\$ 120.00
Iowa Dept of Agriculture & Land Steward	Airport	License	\$ 18.00
Iowa Fire Equipment	Fire	Service	\$ 58.00
Iowa Inspections	Fire	Service	\$ 8,150.00
Jacobs Electric Motor	Fire	Service	\$ 334.43
Johnson Aviation	Airport	Reimbursement	\$ 48.14
Key Cooperative	All	Supplies	\$ 15,848.96
Keystone Labs	Landfill	Service	\$ 6,844.42
Liberty Process Equipment Inc	Water Pollution Control	Supplies	\$ 2,701.06
Lyman, Rick	Parks	Service	\$ 610.00
Magnum Automotive	Fire/Police	Service	\$ 1,324.69
Mahaska Bottling Co	Golf	Supplies	\$ 1,032.50
Marsden Bldg Maintenance	City Center	Service	\$ 2,425.25
Martin Marietta Materials	Street	Supplies	\$ 977.34
Maxim Advertising	Administration	Supplies	\$ 100.00
MercyOne Occupational Health Clinic	Police	Service	\$ 1,025.00
Metro Waste Authority	Landfill	Supplies	\$ 8,017.80
MG Laundry Corporation	City Center	Service	\$ 81.40
MTI Distributing Inc	Parks	Supplies	\$ 586.42
NAPA Auto Parts	All	Supplies	\$ 1,780.35
News Printing Company	All	Service	\$ 1,441.77
O'Halloran International	Landfill/WPC	Supplies	\$ 3,935.18
Oldfield, Randy	Police	Reimbursement	\$ 10.21
OPN Architects Inc	North Central TIF	Service	\$ 4,425.00
O'Reilly Auto Parts	All	Supplies	\$ 631.35
Parkview Animal Hospital	Animal Control	Service	\$ 2,493.32
Pella Engraving Company	Planning & Zoning	Supplies	\$ 317.90
Petty Cash - Parks	Parks	Supplies	\$ 11.29
Premier Office Equipment	Police	Service	\$ 229.17
Priority Sanitation	Golf/Parks	Service	\$ 450.00
Quill Corporation	All	Supplies	\$ 164.88
Ray, Randy	Commercial D&D	Service	\$ 1,100.00
Reserve Account-Pitney Bowes	Finance	Supplies	\$ 4,000.00
Rozendaal Services LLC	Community Beautification	Service	\$ 120.00
Sign Pro	Cemetery/Police	Service	\$ 4,939.52
Spahn & Rose Lumber Co	All	Service	\$ 316.02
Stetson Building Products	Maytag Pool	Supplies	\$ 101.35
SWANA	Landfill	Dues	\$ 223.00
Theisen's	All	Supplies	\$ 980.75
TK Elevator	City Center	Service	\$ 397.30
Tour edge	Golf	Merchandise	\$ 221.50
Town & Country Wholesale Co	Golf	Concessions	\$ 401.19
Truck Center Companies	Landfill	Supplies	\$ 31.49
True Value Hardware	All	Supplies	\$ 605.76
Two Rivers Cooperative	All	Supplies	\$ 7,972.04
U S Postmaster	Finance	Service	\$ 212.00
United Healthcare/Asset Protection	Fire	Reimbursement	\$ 147.58
United States Cellular	All	Utilities	\$ 1,383.45

UnityPoint Health	Fire	Service	\$ 217.00
USABlueBook	Water Pollution Control	Supplies	\$ 586.95
Utility Equipment Co	Water Pollution Control	Supplies	\$ 181.92
Van Maanen Electric Inc	Fire	Supplies	\$ 183.80
Verizon Wireless	Disaster Services	Utilities	\$ 35.01
Volk, Ryan	Fire	Reimbursement	\$ 25.00
Warnick & Reeves Mechanical	City Center/Golf	Service	\$ 385.80
Water Department	All	Utilities	\$ 11,611.47
Zimco Supply Company	Cemetery/Golf	Supplies	\$ 2,436.89
Total:			\$ 234,959.30

Pre Authorized Payments

Alliant Energy	All	Utilities	\$ 1,279.95
Black Hills Energy	Airport	Utilities	\$ 345.21
D&W Tree Service	Parks	Service	\$ 58,596.00
Discover Hope 517	Housing Demolitions	Grant	\$ 20,000.00
Doll Distributing	Golf	Concessions	\$ 617.78
Hamilton Glass	Hometown Rewards	Service	\$ 8,970.00
Iowa Beverage Systems	Golf	Concessions	\$ 510.60
Newton Senior Residence	North Central TIF	Rebate	\$ 17,490.00
Windstream	All	Utilities	\$ 518.08
Total:			\$ 108,327.62

City of Newton Council Report

Item: Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial.

Summary: The Planning and Zoning Commission reviewed and recommended approval of general retail sales as a conditional use within the I-L: Light Industrial Zoning District.

Financial Impact: None.



Report Number: 21-090

Date: April 5, 2021

Lead Department: Community Development

Recommendation:
Approve

Proposal: To amend the Newton Zoning Code to allow for general retail sales as a conditional use within the I-L: Light Industrial Zoning District. This Zoning Code Amendment will remove specific stipulations that currently exist for retail sales within the I-L District, including the requirement for retail sales being a secondary use to a permitted use of the property and that it constitutes less than 50% of the facility's business.

Analysis: Zoning is a key tool used to separate uses thought to be incompatible and to promote the health, safety, and welfare of residents within a community. The intent of the I-L: Light Industrial District "is a low impact industrial, business, and research area set aside for the location of enterprises that have negligible environmental impacts beyond their property limits." The proposed code amendment would allow general retail to be the primary use of any property within an I-L District, if a conditional use permit is approved by the Newton Zoning Board of Adjustment.

The placement of general retail sales under "conditional uses" would allow for the Zoning Board of Adjustment to evaluate certain criteria specific to a given property. The added review process by the Newton Zoning Board of Adjustment will also help to ensure the retail use is compatible with its surrounding neighborhood by notifying nearby property owners of the proposed change in use to said given property.

P&Z Commission Review: At their meeting on March 16, 2021, the Planning and Zoning Commission unanimously recommended approval of the proposed zoning text amendment to list general retail sales as a conditional use in the I-L: Light Industrial District.

Recommendation: City Staff recommends approval of the resolution.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA TITLE XV: LAND USAGE, CHAPTER 158: ZONING,
TO LIST GENERAL RETAIL SALES WITHIN THE I-L: LIGHT INDUSTRIAL
DISTRICT LIST OF CONDITIONAL USES.**

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 XV: LAND USAGE, Chapter 158: ZONING, is hereby amended by adding or ~~deleting~~ the following:

158.028 I-L: LIGHT INDUSTRIAL.

...

(D) *Conditional uses.* The following uses may be allowed in the I-L: Light Industrial District upon approval of a conditional use permit by the Zoning Board of Adjustment.

...

~~(4) Retail sales as a secondary use to a permitted use of the property provided it constitutes less than 50% of the facility's business;~~

(4) General retail sales;

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report

Item: An ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa

Summary: The proposal is to vacate a portion of the alley and attach it to two abutting properties.

Financial Impact: No Cost.



Report Number: 21-091

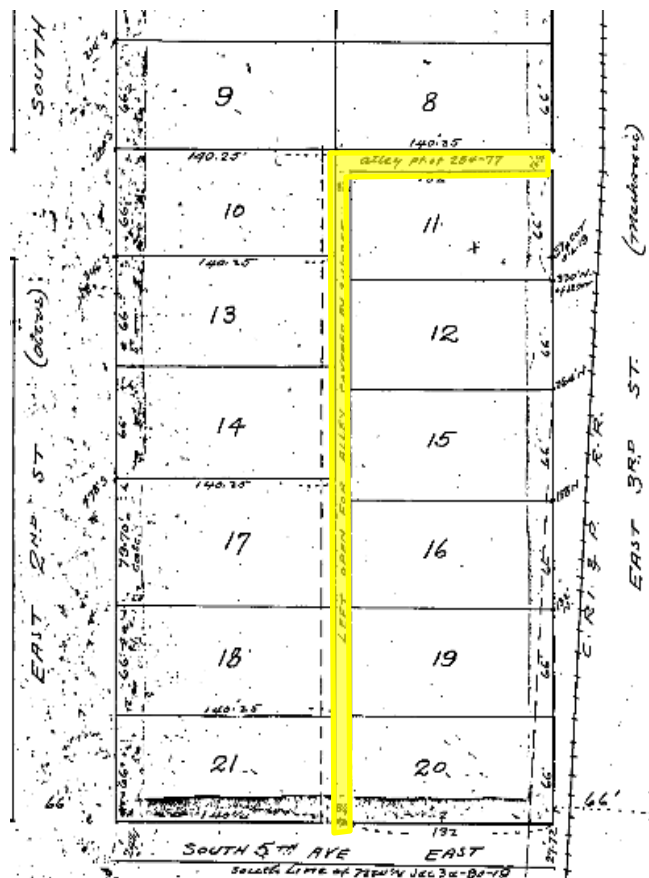
Date: April 5, 2021

Lead Department:
Community Development
Department

Recommendation:
Approve

Summary: The proposal is to vacate a northern portion of the North-South alley in the 200 block of South 5th Avenue East. Said alley lies between East 2nd Street South and East 3rd Street South. The portion of the alley to be vacated serves no public purpose, as none of the four abutting properties use the alley for access.

The alley was originally platted to provide rear access to the abutting properties and extended eastward to connect out to East 3rd Street South. This is shown on the plat below, and noted with yellow highlighting. That east-west portion of the alley was vacated and attached to Lots 8 and 11 (the northeast property). Vacating this portion of the alley and attaching the full width to the adjacent properties will not pose a circulation problem for the block or neighborhood.



Based on later communications received from the abutting property owners after that meeting, City Staff adjusted the proposed assignment of the vacated alley. William Brain at 329 East 3rd Street South did not wish to accept the additional property. Brenda Nimmo at 328 East 2nd Street South (Brain's neighbor to the rear) agreed to accept the full width. Carrol and Sharolyn Wheatcraft, 405 East 3rd Street South agree to accept the full width of the alley. The Planning & Zoning Commission reviewed and unanimously approved the updated recommendation at their meeting held on March 16, 2021.



Recommendation: Staff recommends approval.

Will Studd

Matt Muckler
City Administrator

Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Address Tax Statements to:
Brenda L. Nimmo, 328 East 2nd Street South, Newton, Iowa 50208
Carrol W. and Sharolyn K. Wheatcraft, 405 East 3rd Street South, Newton, Iowa 50208

ORDINANCE NO. _____

ORDINANCE VACATING AND DISPOSING OF A PORTION OF NORTH-SOUTH ALLEY RIGHT-OF-WAY LOCATED IN THE 200 BLOCK OF SOUTH 5TH AVENUE EAST BETWEEN EAST 2ND STREET SOUTH AND EAST 3RD STREET SOUTH, LOCATED IN THE CITY OF NEWTON, JASPER COUNTY, IOWA

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

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

The north-to-south alley right-of-way adjacent to, and to the west of:

LOT ELEVEN OF THE SUBDIVISION OF OUT LOT NINETEEN OF THE ORIGINAL TOWN, NOW CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 255 OF THE RECORDS IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA; and

The north-to-south alley right-of-way adjacent to, and to the east of:

LOT THIRTEEN IN THE SUBDIVISION OF OUTLOT NINETEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, (NOW SHOWN IN PLAT CABINET B, AT PAGE 255) IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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

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

Brenda Nimmo (328 East 2nd Street South, Newton, Iowa 50208): The north portion of the vacated north-to-south alley right-of-way adjacent to, and to the west of Lot 11 of the Subdivision of OutLot 19 of Original Newton, City of Newton, Jasper County, Iowa;

Carroll W. and Sharolyn K. Wheatcraft, husband and wife, (405 East 3rd Street South, Newton, Iowa 50208): A portion of the vacated north-to-south alley right-of-way adjacent to, and to the west of Lot 12, but not north of the north line of Lot 12 nor south of the south line of Lot 13, of the Subdivision of OutLot 19 of Original Newton, City of Newton, Jasper County, Iowa.

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

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

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

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

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

PASSED this ____ day of May 2021

APPROVED this ____ day of May 2021

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis , City Clerk

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

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the forgoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021, and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the County of Jasper, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa; that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of said City of Newton, Iowa, by authority of the City Council; and that said Michael L. Hansen and Katrina Davis, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

City of Newton Council Report



Item: Resolution approving the 2021-22 Non-Union Compensation Plan

Summary:

The pay ranges in the 2021-22 Non-Union Compensation Plan have been adjusted by a 2.90 - 2.25% COLA increase effective July 1, 2021.

Financial Impact:

Budgeted Salary Increase

Report Number: 21-112

Date: April 19, 2021

Lead Department:

Administration

Recommendation:

Approve

Background: The dollar amounts for the pay ranges in the 2021-22, Non-Union Compensation Plan have been increased by a cost of living (COLA) adjustment ranging from 2.25 - 2.90%. It has been the practice that pay increases agreed to for Union employees are used as the basis for increases provided to non-union employees. Starting in FY20 a range of cost of living adjustments was applied to job ranges on the pay matrix in order to slow the growth of higher range salaries and to create a sustainable pay plan moving forward.

In FY21 ranges 12 through 15 (Department Directors) were removed from the matrix to further create budget sustainability. Department Directors are scheduled for increases as recommended by the City Administrator and approved in the FY22 budget. The Library Director is exempt from this action as the Newton Public Library Board of Trustees sets the salary for all positions at the Newton Public Library.

Recommendation: It is recommended that the City Council adopt the 2021-22, Non-Union Compensation Plan, as budgeted, effective July 1, 2021.

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

Matt Muckler,
City Administrator

RESOLUTION NO. 2021 - _____

**RESOLUTION APPROVING THE 2021-22 NON-UNION
COMPENSATION PLAN**

WHEREAS, the City of Newton has a formalized compensation plan for non-union employees, and

WHEREAS, the City's non-union compensation plan underwent a major review and revision in 2004, and

WHEREAS, in 2004 the Employee Relations Committee and Council's direction was to adjust the pay plan each year for a cost of living allowance (COLA), and

WHEREAS, the City Council has approved the 2021-22 budget which included a 2.25-2.90% COLA for the Non-Union Compensation Plan, and

WHEREAS, the dollar amounts in the proposed 2021-22 Non-Union Compensation Plan have been adjusted upwards by 2.90% in range 1 and decreasing in .1% increments down to a 2.25% COLA for range 11, and

WHEREAS, in FY21 ranges 12 through 15 (Department Directors) were removed from the matrix in order to control the sustainability moving forward.

NOW, THEREFORE, BE IT RESOLVED, that the 2021-22 Non-Union Compensation Plan with a 2.90 - 2.25% COLA for Ranges 1 through 11 is hereby approved effective July 1, 2021.

BE IT FURTHER RESOLVED, that Directors receive increases based on the City Administrators recommendation as approved in the FY22 budget. The Library Director is exempt from this action as the Newton Public Library Board of Trustees sets the salary for all positions at the Newton Public Library.

PASSED this _____ day of April, 2021

APPROVED this _____ day of April, 2021

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

Budgeted

SALARY SCHEDULE FOR 2021-22 2.90% increase Range 1 down to 2.25% increase range 11

Pay Range	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
1	32,658	34,161	35,663	36,663	37,666	38,667	39,667	40,669	41,667	42,669	43,675	44,674	45,676	46,675	47,676	2.90%
2	35,785	37,430	39,077	40,174	41,270	42,367	43,462	44,562	45,657	46,756	47,851	48,950	50,047	51,143	52,241	2.80%
3	38,891	40,677	42,467	43,660	44,852	46,045	47,239	48,432	49,619	50,812	52,005	53,198	54,389	55,584	56,778	2.70%
4	42,267	44,209	46,151	47,449	48,745	50,043	51,336	52,633	53,929	55,224	56,518	57,816	59,109	60,406	61,704	2.60%
5	45,936	48,046	50,161	51,569	52,979	54,383	55,792	57,203	58,611	60,021	61,427	62,834	64,243	65,654	67,062	2.50%
6	49,923	52,215	54,513	56,043	57,577	59,107	60,638	62,169	63,696	65,226	66,759	68,289	69,819	71,352	72,883	2.40%
7	54,254	56,751	59,248	60,909	62,572	64,237	65,898	67,565	69,229	70,891	72,554	74,217	75,885	77,546	79,209	2.30%
8	58,994	61,708	64,423	66,228	68,039	69,847	71,656	73,466	75,274	77,083	78,893	80,702	82,510	84,317	86,127	2.25%
9	64,177	67,130	70,079	72,047	74,017	75,982	77,953	79,921	81,887	83,855	85,824	87,791	89,759	91,729	93,695	2.25%
10	69,814	73,028	76,238	78,378	80,522	82,658	84,799	86,943	89,084	91,225	93,365	95,508	97,644	99,787	101,927	2.25%
11	76,099	79,600	83,101	85,431	87,767	90,098	92,434	94,768	97,100	99,436	101,768	104,099	106,433	108,767	111,102	2.25%

FY22

Police Chief
\$ 130,978 3.00

Fire Chief
\$ 131,354 2.00

PW Director
\$ 112,285 2.75

CD Director
\$ 110,246 3.00

CS Director
\$ 103,529 3.25

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING SALARY INCREASE FOR
CITY ADMINISTRATOR**

WHEREAS, the City Council met on April 5, 2021 to discuss the City Administrator's annual review; and

WHEREAS, the City Council has determined a 2.5% salary increase as budgeted in lieu of the July 1, 2021 cost of living increase for the City Administrator from a present base salary of \$134,640 to \$138,006 retroactive as if starting on the anniversary date of March 27, 2021; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that a salary increase for the City Administrator of 2.5%, as set forth above, is approved, retroactive to March 27, 2021.

PASSED this _____ day of April 2021.

APPROVED this _____ day of April 2021.

Mark Hallam, Mayor Pro Tem

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution of support to use the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project.

Report Number: 21-113

Date:

April 19, 2021

Summary:

To assist the private fundraising effort gain momentum, this resolution reserves the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

None at this time

Background:

The recently approved FY22 through FY26 Capital Improvement Plan (CIP) included a project in FY23 for the construction of a stand-alone splash pad somewhere away from Maytag Pool and Park. This project, estimated at \$422,000, was proposed to be paid for using General Fund Bonds.

In late 2020 a group of private citizens (the committee) presented the idea of a downtown splash pad to City Council and the Newton Park Board. Construction of the committee's proposed project, which would turn the vacant City-owned lot at 224 W 3rd St N into a City splash pad and park, would be funded by private donations.

Since the committee's initial presentations Community Services staff has held several meetings with the committee, have reached out to a couple of pool and splash pad designers, and also visited with another Iowa community who has a splash pad; all in attempts to determine what type of splash pad system is preferred and what the City's annual operating costs would be if built. City staff, with the input from a supplier and the committee, has also prepared an initial concept plan for the proposed improvements.

In trying to move the project forward, the splash pad committee has requested that the City designate the lot at 224 W 3rd St N as the approved location for this project. This resolution of support simply reserves this lot for this project, allowing the committee to continue to raise funds for its construction. In doing so, the City is holding off on approving any other uses for this lot for the foreseeable future such as private redevelopment or additional parking lot construction; thereby granting the committee time to raise adequate funds before any

additional council action is needed such as authorization of the project design and construction.

Approval of this resolution does not obligate the City to fund, operate, and/or allow construction of the project should the committee raise enough funds for said project. Future council action would be required to allow the project to move forward including authorizing any City funds for design or construction purposes, and acceptance of any private funds raised for the construction of the proposed improvements.

Recommendation:

City Staff recommends approval of the resolution supporting the use of the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project.

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION OF SUPPORT TO USE THE CITY-OWNED LOT AT 224 W 3RD ST N
FOR THE PROPOSED DOWNTOWN SPLASH PAD PROJECT**

WHEREAS, the recently approved FY22 through FY26 Capital Improvement Plan (CIP) included a project in FY23 for the construction of a stand-alone splash pad somewhere away from Maytag Pool and Park; and

WHEREAS, said CIP project, estimated at \$422,000, was proposed to be paid for using General Fund Bonds; and

WHEREAS, in late 2020 a group of private citizens (the committee) presented the idea of a downtown splash pad to City Council and the Newton Park Board; and

WHEREAS, construction of the committee's proposed project, which would turn the vacant City-owned lot at 224 W 3rd St N into a City splash pad and park, would be funded by private donations; and

WHEREAS, to assist with fundraising, the splash pad committee has requested that the City designate the lot at 224 W 3rd St N as the approved location for this project; and

WHEREAS, this resolution of support simply reserves this lot for said project, allowing the committee to continue to raise funds for its construction; and

WHEREAS, in doing so, the City is holding off on approving any other uses for this lot for the foreseeable future such as private redevelopment or additional parking lot construction; and

WHEREAS, approval of this resolution does not obligate the City to fund, operate, and/or allow construction of the project should the committee raise enough funds for said project; and

WHEREAS, future council action would be required to allow the project to move forward including authorizing any City funds for design or construction purposes, and acceptance of any private funds raised for the construction of the proposed improvements.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City-owned lot at 224 W 3rd St N be reserved for the privately-funded construction of the proposed downtown splash pad and park.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that future council action would be required to authorize any City funds for design or construction purposes and the acceptance of any private funds raised for the construction of the proposed City-owned and operated splash pad park.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

PRELIMINARY CONCEPT PLAN
DOWNTOWN SPLASH PAD PARK
CITY OF NEWTON, IOWA

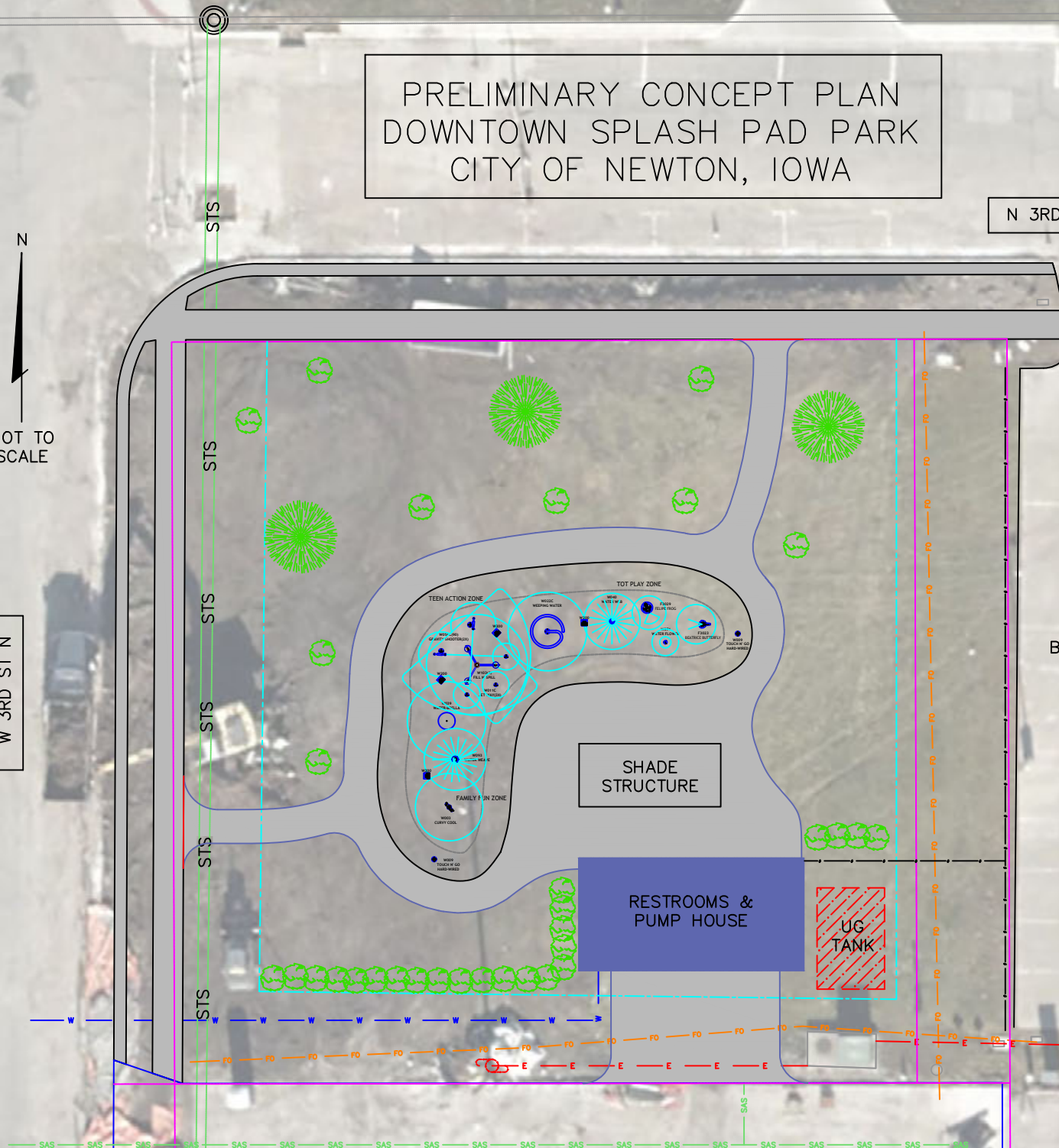
N 3RD AVE W



W 3RD ST N

BANK IOWA

CITY OF NEWTON
COMMUNITY SERVICES
APRIL 12, 2021



City of Newton Council Report

Item: Resolution approving the acquisition of real estate at 315 East 8th Street South in Newton for the D&D Program

Summary: The vacant, paved lot is adjacent to and wrapping around 2 city-owned D&D properties. The Kenneth Johnson Estate has agreed to sell the vacant lot to the City for a reasonable price.

Financial Impact: Purchase price is \$5,000.00 from bonded funds for the D&D program.



Report Number: 20-114

Date: April 19, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City acquired 319 and 321 East 8th Street South through the D&D program. The City purchased 319 East 8th Street South from the tax certificate deed holder in 2017. The City was awarded the deed for 321 East 8th Street South by the court through the 657A.10A process.

Redevelopment of the two city-owned parcels is challenged by both the condition and the wrap-around layout of 315 East 8th Street South.

The Kenneth Johnson Estate has agreed to sell the property at 315 East 8th Street South to the City of Newton for \$5,000.00. The assessed land value of the lot is \$15,300.00.

Recommendation: City Staff recommends approval.

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

Matt Muckler
City Administrator

Map of 315 East 8th Street South



RESOLUTION NO. 2021 – _____

RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE AT 315 EAST 8TH STREET SOUTH IN NEWTON FOR THE D&D PROGRAM

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

WHEREAS, the Kenneth Johnson Estate has agreed to sell the property at 315 East 8th Street South to the City of Newton;

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

315 East 8th Street South, legally described as: THE NORTH 66' OF LOT 8 AND AN IRREGUALR TRACT BEGINNING 9.92 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 8, THEN EAST 9.92 FEET, THEN SOUTH TO THE SOUTHWEST CORNER OF LOT 8, THEN WEST 13.92 FEET, THEN NORTH TO THE POINT OF BEGINNING, ALL LOCATED IN BLOCK 1, SOUTH EAST ADDITION, CITY OF NEWTON, JASPER COUNTY IOWA AS SHOWN IN PLAT BOOK 167 AT THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA;

from Kenneth L. Johnson Estate, for the sum of \$5,000.00 is hereby approved and that the City Administrator is authorized to execute said Agreement.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk



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

To: Kenneth L. Johnson Estate (herein designated as "Seller")

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 315 East 8th Street South in the City of Newton, Jasper County, Iowa, described as follows:

315 EAST 8TH STREET SOUTH: THE NORTH 66' OF LOT 8 AND AN IRREGULAR TRACT BEGINNING 9.92 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 8, THEN EAST 9.92 FEET, THEN SOUTH TO THE SOUTHWEST CORNER OF LOT 8, THEN WEST 13.92 FEET, THEN NORTH TO THE POINT OF BEGINNING, ALL LOCATED IN BLOCK 1, SOUTH EAST ADDITION, CITY OF NEWTON, JASPER COUNTY IOWA AS SHOWN IN PLAT BOOK 167 AT THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.;

together with any easements and servient estates appurtenant thereto, buildings and improvements, hereinafter collectively called "property".

1. **PURCHASE PRICE.** City offers to buy said property for the total price of \$5,000.00 and 00/100 (\$5,000.00), payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 13 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 20 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** Sellers shall pay all regular real estate taxes assessed for current Fiscal Year and all prior Fiscal Years. Regular real estate taxes for current Fiscal Year shall be estimated and pro-rated between Buyers and Sellers as of the date title is transferred, which estimate shall be based on the taxes assessed for the previous Fiscal Year.

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

4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the property within 30 days following final approval of this offer by the City Council and delivery to the City by the Seller a continued abstract of title showing free and merchantable title. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City, subject to existing tenants right of possession or leasehold interest. The Seller shall be entitled to receive all rents and profits due while the property is in their possession.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property. If the Seller remains as an occupant after the date of the transfer of title to the City, all utility expenses attributable to such occupancy shall be paid by the Seller.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and extended coverage insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Sellers shall forthwith secure endorsements on the policies of insurance in such amount with loss payable to the parties as their interest may appear. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** (a) All personal property that integrally belongs to or is part of said real estate, whether attached or detached, such as light fixtures (including fluorescent tubes but not mazda bulbs), shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, appliances, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale.

8. **STATUS QUO MAINTAINED.** Said real estate (and any personal property contracted for) as of date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Except, however, in case of loss or destruction of part or all of said premises from causes covered by the insurance thereon, City agrees to accept such insurance recovery (proceeds to be applied as the interests of the parties appear) in lieu of that part of the damaged or destroyed improvements and Seller shall not be required to repair or replace same. City shall thereupon complete the contract and accept the property.

9. **HAZARDOUS CONDITIONS.** Seller hereby represents and warrants that the property subject to this OFFER TO BUY REAL ESTATE AND ACCEPTANCE, and the buildings and other structures located thereupon have none of the following conditions therein, thereunder or thereupon, which conditions are hereinafter collectively called "hazardous conditions": wells, solid waste disposal sites, hazardous wastes, hazardous building or other materials including but not limited to asbestos, underground storage tanks, or any

other conditions impairing, polluting, contaminating, damaging or otherwise adversely affecting the environment or posing a health risk to persons or animals. If any such hazardous conditions are discovered by City after transfer of title from Seller, Seller specifically agrees to be responsible for the cost and execution of all clean-up or corrective efforts required by federal, state or local government, and further agrees to indemnify, protect, defend and hold City harmless from any and all actions, claims, demands, liabilities, loss, damage, injury, cost or other expense whatsoever, including but not limited to costs of litigation, attorneys' fees and reasonable expenses in connection therewith, arising directly or indirectly, therefrom. Seller's obligation to defend and hold City harmless from such actions, claims, demands, liabilities, loss, damage, injury, cost or other expense shall include settlement negotiations and litigation, and Seller shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting therefrom. If City is made a defendant in any such suit or action, and Seller fails or neglects to assume the defense thereof after being notified to do so by city, City may compromise and settle or defend such suit or action and Seller shall be bound and obligated to reimburse City for the amount expended by City in paying any settlement reached or judgment rendered therein, together with all reasonable attorney's fees and costs incurred by City by reason of such defense or settlement. Any settlement reached or judgment rendered against City in compromising, settling or reducing to judgment such claim shall be conclusive as determining the amount for which Seller shall be liable to reimburse City hereunder. The parties specifically agree that the representations, warranties, agreements, responsibilities, obligations and commitments specified in this paragraph shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 hereof, and remain in full force and effect thereafter.

10. **ABSTRACT AND TITLE.** Seller shall promptly continue the abstract of title to and including date of acceptance of this offer, and deliver to City for examination. Seller shall pay for the cost of abstract continuance. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association.

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

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

13. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, the City of Newton will be responsible for abstracting costs, costs of documentary stamps, recording fees and other costs incidental to conveyance to City of merchantable title. The City of Newton will not be responsible for taxes, special assessments or other liens.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. If title objections are made by the City and not corrected or resolved to City's satisfaction within sixty (60) days of the date of the City Attorney's Title Opinion letter, or any extension of such date granted by the City in writing, the OFFER TO BUY REAL ESTATE AND ACCEPTANCE may be declared null and void in writing by the City at City's option.

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

16. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties. City shall be entitled to any existing lease(s) at the time of settlement and any assignment by the Seller without recourse on the City. City shall be entitled to all rentals earned after the date of possession.

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

18. **EXECUTION.** This offer to be accepted or rejected within thirty (30) days from the date of this offer after which this offer shall be null and void.

19. **REPRESENTATIONS.** No representations made by any party in the negotiation of this sale are being relied on unless incorporated herein in writing.

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

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

22. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.

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

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

DATE OF OFFER 4/8/21 Negotiator For City Evin Chambers

CITY OF NEWTON, IOWA

By _____ Date _____
Mayor, City of Newton

The foregoing offer is accepted this 12 day of April, 2021.

[Signature] _____
Seller Shen Johnson-Phelps Social Security Number [Redacted]

Seller's Spouse Social Security Number _____

Contract Seller Date _____

Contract Seller's Spouse Date _____

City of Newton Council Report



Item:

Resolution approving the submittal of a grant application to the COVID-19 Relief Recreational Trails Program for the proposed Union Dr. hike & bike trail construction.

Report Number: 21-115

Date:

April 19, 2021

Summary:

This resolution approves the submittal of a grant application to the Iowa DOT seeking recently allocated funds for the construction of a large, missing piece of the City's trail system.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

None at this time.

Background:

The Iowa Dept. of Transportation (DOT) Systems Planning Division recently announced the COVID-19 Relief Recreational Trails Program. This grant opportunity releases \$5 million in Iowa that was appropriated by title IV of the Federal Coronavirus Response and Relief Supplemental Appropriations Act for the construction, maintenance, or development of recreational trails. The grant applications, which are due on May 17, 2021, are for projects costing at least \$500,000.

With a large portion of the City of Newton's yet-to-be completed trail loop around town proposed along Union Dr.; the already-programmed reconstruction project on Union Dr. (from N 19th Ave W to N 4th Ave W) in 2022 could allow for both the trail and street projects through this corridor to occur at the same time should trail funding be secured. Staff envisions the projects being staged either sequentially under separate contracts, or together under different divisions of one single contract.

The Community Services Department has been working with the Jasper County Conservation Department the last couple of years in planning how the City and County trail systems could connect. The route of these trail improvements being proposed for this funding opportunity would run west on N 19th Ave W from Woodland Park to W 4th St N, and then turn south and continue along W 4th St N/Union Dr./W 8th St N to N 4th Ave W. Having this section of City-owned trail in-place would provide for an easy connection to one of Jasper County's Priority 1 trails leading to Baxter and the Chichaqua Trail. Because of this, the Jasper County

Conservation Department has provided a letter of support for this City project to include in the proposed trail funding application.

The Community Services Department, in conjunction with Bolton & Menk, will be preparing the funding application for this grant in anticipation of council approval and support of the project.

Recommendation:

City Staff recommends approval of the Resolution authorizing the submittal of an application for COVID-19 Relief Recreational Trails Program funding.

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE
COVID-19 RELIEF RECREATIONAL TRAILS PROGRAM FOR THE PROPOSED
UNION DR. HIKE & BIKE TRAIL CONSTRUCTION.**

WHEREAS, the Iowa Dept. of Transportation (DOT) Systems Planning Division recently announced the COVID-19 Relief Recreational Trails Program; and

WHEREAS, this grant opportunity releases \$5 million in Iowa that was appropriated by title IV of the Federal Coronavirus Response and Relief Supplemental Appropriations Act for the construction, maintenance, or development of recreational trails; and

WHEREAS, the grant applications, which are due on May 17, 2021, are for projects costing at least \$500,000; and

WHEREAS, the route of the trail improvements being proposed for this funding would run west on N 19th Ave W from Woodland Park to W 4th St N, and then turn south and continue along W 4th St N/Union Dr./W 8th St N to N 4th Ave W; and

WHEREAS, with a large portion of the City of Newton's yet-to-be completed trail loop around town proposed along Union Dr.; the already-programmed reconstruction project on Union Dr. (from N 19th Ave W to N 4th Ave W) in 2022 could allow for both the trail and street projects through this corridor to occur at the same time should trail funding be secured; and

WHEREAS, the Community Services Department has been working with the Jasper County Conservation Department the last couple of years in planning how the City and County trail systems could connect; and

WHEREAS, having this section of City-owned trail in-place would provide for an easy connection to one of Jasper County's Priority 1 trails leading to Baxter and the Chichaqua Trail; and

WHEREAS, in addition to adding a long section to the City's trail loop; this proposed trail section would also provide for future trail spurs to nearby Sunset Park, Hillcrest Park, the proposed downtown splash pad, Union Cemetery, and DMACC's Legacy Plaza; and

WHEREAS, should the trail funding be secured Staff envisions the Union Dr. trail and street projects being staged either sequentially under separate contracts, or together under different divisions of one single contract; and

WHEREAS, said combined staging of projects could allow for cost-savings on grading, erosion control, traffic control, and restoration bid items; and

WHEREAS, City Staff recommends approval of this Resolution authorizing the submittal of an application for COVID-19 Relief Recreational Trails Program funding.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the proposed construction of the hike and bike trail section generally along the Union Dr. corridor is supported, as it further completes the City's trail loop around the entire community while providing potential access spurs to other parks, trails, and amenities.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the Mayor is hereby authorized to sign the trail funding grant application submittal on behalf of the City of Newton; and the Community Services Director shall submit said application for consideration by May 17, 2021.

PASSED this _____ day of April, 2021.

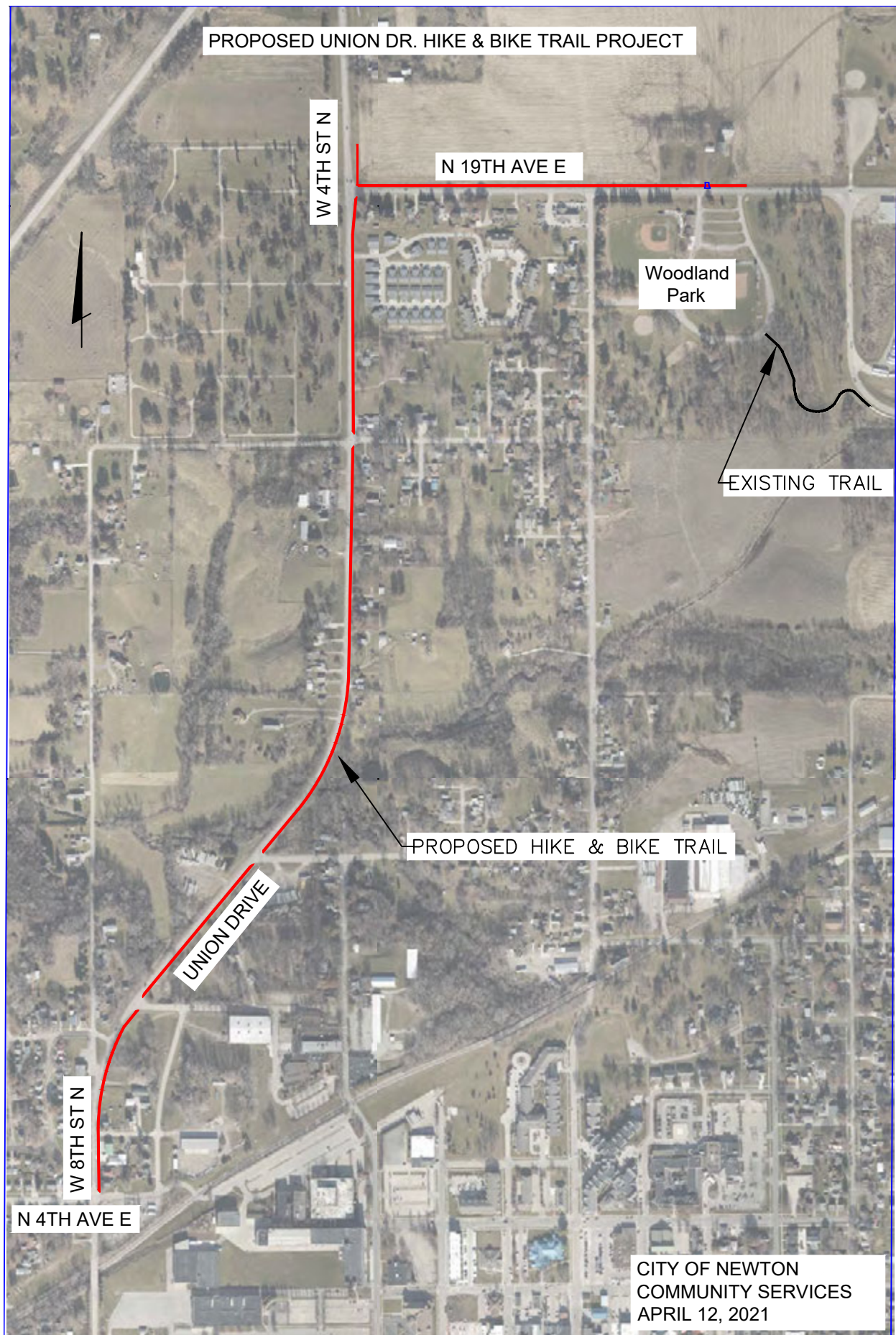
APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

PROPOSED UNION DR. HIKE & BIKE TRAIL PROJECT



N 19TH AVE E

W 4TH ST N

Woodland
Park

EXISTING TRAIL

PROPOSED HIKE & BIKE TRAIL

UNION DRIVE

W 8TH ST N

N 4TH AVE E

CITY OF NEWTON
COMMUNITY SERVICES
APRIL 12, 2021

City of Newton Council Report

Item:

Resolution approving an application for Federal Aviation Funding Assistance for the design and construction engineering services for the Newton Airport Taxiway Relocation Project.

Summary:

Submit updated funding application for the Newton Airport Taxiway Relocation Project.

Financial Impact:

Grant would provide for the project's design and construction engineering services to be paid at 90% Federal – 10% local match.



Report Number: 21-116

Date:

April 19, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

Included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport is a taxiway relocation project. This project (Newton Airport Taxiway Relocation Project) reconstructs the old taxiway at the north end of the airfield at a location meeting FAA geometry requirements.

The City of Newton submitted a grant for this project in May of 2020, and the Federal Aviation Administration (FAA) Central Region failed to forward the application to Washington, DC. To secure the needed funding for this project, it is now necessary to submit another new application for funding from the FAA for the design and construction engineering services of said improvements.

The grant being sought from the FAA for would pay 90% of the project design and engineering costs, while the remaining 10% is required to be paid from local contributions. The total grant for design and construction engineering services is for \$662,000.00, with the FAA share being \$595,800.00 and the local share being \$66,200.00. \$22,000 of this local match will be paid from remaining 2019-A bond funds, while the balance will be paid from FY-23 General Fund Bonds as included in this project in the FY22-FY26 Capital Improvement Plan (CIP).

Recommendation:

City staff recommends approval of this resolution authorizing the submittal of the new funding application to the FAA for the Newton Airport Taxiway Relocation Project.



Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION APPROVING AN APPLICATION FOR FEDERAL AVIATION FUNDING ASSISTANCE FOR THE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE NEWTON AIRPORT TAXIWAY RELOCATION PROJECT.

WHEREAS, the Newton Airport Taxiway Relocation Project is included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport; and

WHEREAS, this project (Newton Airport Taxiway Relocation Project) reconstructs the old taxiway at the north end of the airfield at a location meeting FAA geometry requirements; and

WHEREAS, the City of Newton submitted a grant for this project in May of 2020, and the Federal Aviation Administration (FAA) Central Region failed to forward the application to Washington, DC; and

WHEREAS, to secure the needed funding for this project, it is now necessary to submit another new application for funding from the FAA for the design and construction engineering services of said improvements; and

WHEREAS, the grant being sought from the FAA for would pay 90% of the project design and engineering costs, while the remaining 10% is required to be paid from local contributions; and

WHEREAS, the total grant for design and construction engineering services is for \$662,000.00, with the FAA share being \$595,800.00 and the local share being \$66,200.00; and

WHEREAS, \$22,000 of this local match will be paid from remaining 2019-A bond funds, while the balance will be paid from FY-23 General Fund Bonds as included in this project in the FY22-FY26 Capital Improvement Plan (CIP).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk and hereby authorized and directed to sign and submit to the Federal Aviation Administration said application for funding for design and construction engineering services of the Newton Airport Taxiway Relocation Project.

PASSED this _____ day of April, 2021.

APPROVED this _____ day of April, 2021.

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk

MOTION NO. 2021 - _____

**MOTION AUTHORIZING THE CITY ATTORNEY TO FILE LITIGATION
AGAINST JEREMY CHEDESTER AND CHEDESTER PROPERTIES,
LLC REGARDING THE PROPERTY AT 209 W. 2ND STREET N.**

WHEREAS, the City of Newton has attempted to resolve outstanding issues with the property located at 209 W. 2nd Street N. ("Property") since August 2020; and

WHEREAS, The owners of the Property, Jeremy Chedester and Chedester Properties, LLC, have yet to resolve the outstanding issues with the Property; and

WHEREAS, the issues with the Property are a public safety concern requiring the Council to take legal action to resolve; and

WHEREAS, the Council instructs the City Attorney to move forward with such legal action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City Attorney is authorized to pursue legal action against the owners of the property located at 209 W. 2nd Street N., Newton Iowa.

PASSED and APPROVED this _____ day of

April, 2021

Mark Hallam, Mayor Pro Tem

ATTEST:

Katrina Davis, City Clerk