



Newton City Council Agenda

September 5, 2023 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Utility Meter Reading Technology - Dan Ashworth, Municipal Supply
3. United Way of Jasper County Update - Jessica Lowe Vokes, Executive Director

Citizen Participation

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

Consent Agenda

5. August 21, 2023 Regular City Council Meeting Minutes
6. August 21, 2023 Workshop Minutes
7. Approve Liquor License for the following: Kwik Star #1001, Premise Street, 1910 1st Ave E, Class B Retail Alcohol License; Okoboji Grill of Newton LLC, 1425 W 19th St S, Class C Retail Alcohol License, Ownership Change, Outdoor Service, Catering, Sunday Sales
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-08)
9. Resolution removing the Agnes Patterson Park Cropland from the 2024-2026 Growing Season Crop Lease Bidding
10. Resolution authorizing payment to Northway Well Corporation for Jordan Well repair from lightning strike
11. Resolution approving a Professional Services Agreement with Bolton & Menk
12. Resolution approving change order #2 for the WPC Plant Improvements Project

13. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area
14. Resolution approving the purchase of equipment for the Police Department
15. Resolution approving lime sludge removal contract with Jon Taylor
16. Approve Bills

Public Hearing

17. Public Hearing on a Resolution Awarding Contract for the Arbor Estates Second Addition Construction Project
 - The City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton.
 - Plans and specifications were prepared by Bolton & Menk and placed out for bid on the Arbor Estates Phase Second Addition subdivision.
 - City Staff recommends that Council award a contract for the base bid work plus add-alternate A to McAnich Corp. of Des Moines, Iowa in the amount of \$2,689,109.12.
18. Resolution Awarding Contract for the Arbor Estates Second Addition Construction Project
19. Public hearing on a resolution awarding contract for the Aurora Park Pickleball Courts Construction Project
 - On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of pickleball courts in Aurora Park.
 - Plans and specifications were prepared by Bolton & Menk and placed out for bid, with Minturn, Inc. of Brooklyn, Iowa submitting the lowest bid.
 - City Staff recommends that Council award the project to Minturn, Inc. of Brooklyn, Iowa in the amount of \$370,000.00.
20. Resolution awarding contract for the Aurora Park Pickleball Courts Construction Project
21. Public Hearing on a Resolution Awarding Contract for the Maytag Pool Improvements Project
 - On September 13, 2022, Newton residents approved a park bond referendum, which included upgrades to Maytag Pool.
 - Plans and specifications were prepared by Burbach Aquatics and placed out for bid, with four bids received and opened on August 22, 2023.
 - City Staff recommends that Council award a contract for the base bid work plus add-alternate no. 1-1 (zip-line play feature) to Sande Construction of Humboldt, Iowa in the amount of \$1,052,826.00.

22. Resolution Awarding Contract for the Maytag Pool Improvements Project
23. Public hearing on a resolution rejecting bids for the Westwood Golf Course Clubhouse Project
 - On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course.
 - Due to bid prices received on August 17, 2023 being well over the earlier anticipated project costs, along with funds unavailable to cover the cost of the project, it is recommended that all bids be rejected.
24. Resolution rejecting all bids for the Westwood Golf Course Clubhouse Project
25. Public Hearing on an Ordinance Amending the City of Newton Official Zoning Map for Property Located at 1750, 1770, and 1805 South 8th Avenue East and 600 East 17th Street South from R-2: One and Two-family and R-4: Multi-Family Residential to C-A: Arterial Commercial
 - The applicants have requested a rezoning of the subject property to enhance the marketability of the properties and to accommodate future redevelopment of 1805 S. 8th Ave. E.
 - At their meeting on August 15, 2023, the Planning and Zoning Commission reviewed and recommended approval of the rezoning application.
 - The applicants have requested City Council's consideration to waive the second and third reading of the ordinance.
26. First Consideration of an Ordinance Amending the City of Newton Official Zoning Map for Property Located at 1750, 1770, and 1805 South 8th Avenue East and 600 East 17th Street South from R-2: One and Two-family and R-4: Multi-Family Residential to C-A: Arterial Commercial

Ordinance

27. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title XV Land Usage, by Rescinding Chapter 159 Commercial Business/Property Code (No Council Report)
 - Ordinance 2389 dated December 7, 2020, established Chapter 159: Commercial Business/Property Code. This Ordinance would rescind Chapter 159: Commercial Business/Property Code from the Code of Ordinances, City of Newton, Iowa 2016.
 - Based on feedback from elected officials at the August 21, 2023 City Council Work Session, City staff recommends that the second and third readings of this ordinance be waived.

Resolution

28. Resolution Authorizing Purchase of Sensus Software (Flexnet) and Equipment for Meter Reading Technology for the Utility Billing and Utilities Department from Municipal Supply Inc

- Utility staff has been researching smart water meter remote read systems and have reviewed 5 proposals.
- Staff recommends the purchase of Sensus software and equipment from Municipal Supply Inc to implement wireless meter readings in the amount of \$241,937 over a 5 year period. This will be paid using Water Enterprise funds.

29. Resolution Authorizing Purchase of an Itron AMR System and Software from the Van Wert Company for Utility Billing Meter Reading

- Van Wert Company presently provides meter reading services for the Utility Billing office and will no longer be providing this service
- Van Wert Company has provided a quote for all software and equipment so the City can continue capturing readings until new wireless technology is implemented in the amount of \$26,360 for FY24

30. Resolution Authorizing a Utility Meter Reader position in the Administration Department

- The City of Newton Utility Billing department has had a contract with Van Wert Company to physically read water meters and upload readings into the current billing software and has given a 90 day notice to discontinue this service.
- It is proposed that a Utility Meter Reader position be added to the Utility Billing office under the Administration Department to physically capture meter readings until new wireless technology is implemented.

31. Resolution setting a Public Hearing for the Sale of City-owned property at 1011 and 1015 East 9th Street North, City of Newton, Jasper County, Iowa

- In order to consider offers on City-owned property, a public hearing date and time must be set.

32. Resolution approving Phase 3 of the Engineering Services Agreement for the Maytag Pool Play Features Improvement Project

- On May 1, 2023, City Council passed Resolution 2023-103 approving Phase 2 of an Engineering Services Agreement with Burbach Aquatics for work on said project.
- With the work approved in this phase winding down, approval is now being sought for the next needed phase of work.
- This resolution seeks approval for Phase 3 (Construction Related Services Phase), allowing Burbach Aquatics to complete the next phase of work.

Staff Report

- 33. License Plate Recognition Camera Project - Rob Burdess, Police Chief
- 34. Fire Department Annual Report - Jarrod Wellik, Fire Chief

Discussion

- 35. Cemetery rules

Mayor/Council Comments

- 36. Mayor and Council Comments

Adjourn

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

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NEWTON CITY COUNCIL MEETING MINUTES
AUGUST 21, 2023, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

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

Presentation

3. Newton Community School District Update - Tom Messinger, Superintendent

Messinger provided an update on the NCSD, including information about budgets and how property tax dollars are used. He spoke about enrollment and the discussions on consolidating schools. The school is very involved in the community with Red Pride Service day and the student Ambassador program.

2. Project AWAKE Proposed Expansion

Lana Wohlers, Project AWAKE Board President, presented their proposal to expand the botanical area to the city-owned land north of the Krumm Center. The vision is to help protect the gardens from pesticide and herbicide drift, as well as an opportunity to expand the botanical collections with prairie gardens and native plants; to add additional parking, walkways, amenities, seasonal attractions, additional sculptures, and a green roof pavilion for public use.

Citizen Participation

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

Ron Bookout, 1311 W 4th St S, spoke on transparency. Fred Chabot, 4 Larchwood Court, spoke in support of the Project Awake project.

Consent Agenda

Moved by Dalton, seconded by George to approve consent agenda items 5-14. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. August 07, 2023 Regular City Council Meeting Minutes

6. August 07, 2023 Workshop Minutes

7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-08)
Resolution 2023-224 adopted.

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-07)
Resolution 2023-225 adopted.

9. Resolution approving a letter of support for Newton Main Street's Challenge Grant application for 118 North 2nd Avenue East
Resolution 2023-226 adopted.

10. Resolution setting a public hearing for the sale of City-owned property at 514 South 3rd Avenue East, City of Newton, Jasper County, Iowa
Resolution 2023-227 adopted.

11. Resolution setting a public hearing for the sale of city-owned property, Parcel A of Lot 3, Block 'B', Guthrie's Subdivision, City of Newton, Jasper County, Iowa
Resolution 2023-228 adopted.

12. Resolution accepting a fiber line easement across 1915 E 5th St S Newton, Iowa
Resolution 2023-229 adopted.

13. Resolution awarding contract for the 2023 Water Service Project
Resolution 2023-230 adopted.

14. Approve Bills

Ordinance

15. Third Consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
Moved by Trotter, seconded by George to approve the third consideration of the Ordinance. AYES: Five. NAYS: Ervin. Third Consideration of the Ordinance was approved. Moved by George, seconded by Trotter, to adopt the Ordinance. AYES: Five. NAYS: Ervin. Ordinance 2435 was adopted.
16. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title VII, Chapter 70, Section 70.15, Traffic and Parking Schedules Adopted by Reference" to Designate Free Municipal Parking Lots and Remove Parking Restrictions in the 100 Block of East Third Street South
Moved by Hallam, seconded by Wade to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Wade, seconded by Dalton, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2436 was adopted.

Resolution

17. Resolution Approving the Granting of a Downtown Improvement Grant for 309 1st Avenue West
Moved by Dalton, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-231 adopted.
18. Resolution Approving the Granting of a Downtown Housing Grant for 309 1st Avenue West
Moved by Trotter, seconded by Dalton to adopt the Resolution. Community Development Director, Erin Chambers confirmed the funding is from bonding and requires a 1:1 match. The improvements increase the valuations on the property. AYES: Six. NAYS: None. Resolution 2023-232 adopted.
19. Resolution approving Public Professional And Maintenance Employees Local 2003 2024-2029 Collective Bargaining Agreement
Moved by Hallam, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-233 adopted.

Staff Report

20. Community Development Update - Erin Chambers, Community Development Director
Chambers hit highlights from 22-23 fiscal year, including the fact that Envision 2042, the City Comprehensive Plan, was adopted in December 2022. The second Homes for Iowa house was completed and sold. A third home is underway. Since 2014 over 100 structures have been demolished through the D&D program. The building permit valuations have grown to \$16,477,146. for 22-23. New construction includes Starbucks, Jimmy Johns, Sned & Wilma's, MCG, and Theisens.

Mayor/Council Comments

21. Mayor and Council Comments
Hallam and Ervin were able to meet with Congress Women Miller-Meeks during the Legacy Plaza visit. Ervin reminded everyone of the home football game on Friday evening. Mayor Hansen presented a letter he received from the DNR about a stellar performance in the operation of the WPC inspection. Hansen indicated that it has been an honor to serve the citizens of Newton over the last 22 years as a council member and as Mayor, but it is time to retire.

Adjourn

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:44 P.M. Motion unanimously carried by voice vote.

NEWTON SPECIAL WORKSHOP CITY COUNCIL MEETING MINUTES
AUGUST 21, 2023, 7:48 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 7:48 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

Discussion

2. Commercial Inspection Program

A council discussion ensued regarding vacant buildings, registration fees, inspection responsibility, time frames, types based on square footage, and annual inspections versus 2 or 3 years. There was consensus on reviewing the vacant building ordinance as a separate issue. Business owners including Scott Farver, Dana VanGilder, Julia Prendergast, and Barney Bushore provided thoughts and opinions. Bob Williams, 612 E 26th St N, spoke about concerns. It was suggested that staff look at ways for businesses to register easily online. The council will continue to provide staff with any additional feedback to prepare an item for an upcoming agenda.

Adjourn

Moved by Wade, seconded by Dalton to adjourn the meeting at 8:46 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Michael L. Hansen, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-08)

Summary:

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

Financial Impact:

Cost Recovery: \$4,776.80

Report Number: 2023-959

Date:

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$4,776.80. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-08).

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 23-08)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 23-08 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 23-08, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on October 5, 2023, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-08: 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
Joshua Gillespie	827477009	901 N 6th Ave E	Newton	\$30,020	\$60.00	\$75.00	\$135.00	LONG'S SD LOT 21	7/13/2023
Joleen Inman	827413006	802 E 8th St N	Newton	\$123,190	\$60.00	\$75.00	\$135.00	EDMUNDSON'S ADD LOT 7 BLK 18	7/13/2023
Jorge Sigala Jr	835402016	505 E 21st St S	Newton	\$106,000	\$715.00	\$75.00	\$790.00	AURORA HEIGHTS SD LOT 6 BLK E	7/11/2023
Sherry Stoner	833283010	623 S 4th Ave W	Newton	\$125,880	\$260.35	\$75.00	\$335.35	WEST NEWTON LOT G BLK D	7/6/2023
Baxter Property Management LLC	835133030	1734 1st Ave E	Newton	\$131,650	\$90.00	\$75.00	\$165.00	PT LOT A NE NW EX E 8'	7/14/2023
Marvin Gragg	827453026	605 E 7 1/2 St N	Newton	\$69,590	\$392.47	\$75.00	\$467.47	GARRETT'S SD LOT 14	7/19/2023
Gary Herbrandt	835106011	1306 1st Ave E	Newton	\$86,860	\$90.00	\$75.00	\$165.00	BELMONT PARK LOT 11 BLK 4	7/18/2023
Integrity Property LLC	835102016	223 E 13th St N	Newton	\$84,710	\$60.00	\$75.00	\$135.00	BELMONT PARK LOT 3 BLK 5	7/14/2023
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$1,578.98	\$75.00	\$1,653.98	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	7/17/2023
Nichole O'Neal	833206003	1116 1st Ave W	Newton	\$87,080	\$120.00	\$75.00	\$195.00	EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE	7/18/2023
Solid Capital LLC	827152007	213 N 15th Ave W	Newton	\$185,590	\$60.00	\$75.00	\$135.00	AINSWORTH & WHEELER'S SD W 135' LOT J	7/20/2023
Jessica Springer	834231016	826 1st Ave E	Newton	\$82,070	\$60.00	\$75.00	\$135.00	EAST ADD LOT F & E 1.5' LOT H SD LOT 7	7/18/2023
Ian Westbrook	827304015	827 1st St N	Newton	\$153,440	\$120.00	\$75.00	\$195.00	AINSWORTH & WHEELER'S SD, LOT 2 OF LOT U EX W 180.5'	7/18/2023
Westward Tax Service	1303202004	619 S 13th Ave E	Newton	\$10,290	\$60.00	\$75.00	\$135.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	7/14/2023
Total							\$4,776.80		

City of Newton Council Report

**Item:**

Resolution removing the Agnes Patterson Park Cropland from the 2024-2026 Growing Season Crop Lease Bidding

Summary:

Remove 13.5 acres of cropland in Agnes Patterson Park from the upcoming crop lease cycle, allowing for the possible expansion of Project AWAKE into this area.

Financial Impact:

Approximately \$3,000 annual loss to Parks budget

Report Number: 2023-958

Date:

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On November 2, 2020 City Council approved Resolution 2020-248 awarding crop leases for City-owned land at Union Cemetery and Agnes Patterson Park, with said leases running through the 2021-2023 growing seasons.

On August 21, 2023 Project AWAKE presented their initial plan to City Council, highlighting their proposed expansion plans to the north of the existing Krumm Center and Arboretum. With the deadline approaching soon to seek new crop lease bids, this area of Agnes Patterson Park that may include the proposed Project AWAKE expansion is scheduled to be included in the next 3-year crop lease bidding.

With the approval of this resolution, City Council authorizes Community Services staff to remove the 13.5 acres of crop land in Agnes Patterson Park from the upcoming crop lease bidding.

Also, approval of this resolution allows for the potential crop lease obstacle to be cleared ahead of a proposed expansion agreement to be presented to City Council likely later this calendar year. Should no agreement be approved with Project AWAKE for this land, City staff could always seek new crop lease bids and return the area to crops at a later time.

Recommendation:

Staff recommends approval of the resolution removing the Agnes Patterson Park cropland from the 2024-2026 growing season crop lease bidding.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION REMOVING THE AGNES PATTERSON PARK CROPLAND FROM THE 2024-2026 GROWING SEASON CROP LEASE BIDDING

WHEREAS, on November 2, 2020 City Council approved Resolution 2020-248 awarding crop leases for City-owned land at Union Cemetery and Agnes Patterson Park, with said leases running through the 2021-2023 growing seasons; and

WHEREAS, on August 21, 2023 Project AWAKE presented their initial plan to City Council, highlighting their proposed expansion plans to the north of the existing Krumm Center and Arboretum; and

WHEREAS, with the deadline approaching soon to seek new crop lease bids, this area of Agnes Patterson Park that may include the proposed Project AWAKE expansion is scheduled to be included in the next 3-year crop lease bidding; and

WHEREAS, with the approval of this resolution, City Council authorizes Community Services Director to remove the 13.5 acres of crop land in Agnes Patterson Park from the upcoming crop lease bidding; and

WHEREAS, approval of this resolution allows for the potential crop lease obstacle to be cleared ahead of a proposed expansion agreement to be presented to City Council likely later this calendar year; and

WHEREAS, should no agreement be approved with Project AWAKE for this land, City staff could always seek new crop lease bids and return the area to crops at a later time; and

WHEREAS, Staff recommends approval of the resolution removing the Agnes Patterson Park cropland from the 2024-2026 growing season crop lease bidding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Community Services Director is authorized to remove the 13.5 acres of crop land in Agnes Patterson Park from the upcoming crop lease bidding.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the Community Services Director shall work with Project AWAKE to present, at a later date, a proposed formal agreement to City Council outlining the proposed expansion of Project AWAKE in Agnes Patterson Park.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the approval of this resolution does not obligate the City to support, fund, or allow Project AWAKE's proposed expansion in Agnes Patterson Park.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing payment to Northway Well Corporation for Jordan Well repair from lightning strike

Summary:

City Council approving payment of invoice for repair to Jordan Well, covered by insurance.

Financial Impact:

\$44,491.00 from insurance

Report Number: 2023-970

Date:

September 5, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

On Feb 27th, 2023 the Jordan Well was struck by lightning. The pump motor and electrical had to be either repaired or replaced. This was mostly covered by insurance.

The invoice from Northway Well Corporation is for pulling the backup pump and motor and replacing the larger repaired pump and motor. Included in the invoice is inspection of motor and pump repair. The City of Newton will be receiving a check from insurance.

Recommendation:

Approve authorization of payment to Northway Corporation of Marion Iowa in the amount of \$44,491.00 for pulling spare pump and motor and replacing newly repaired pump and motor for the Jordan Well.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

RESOLUTION AUTHORIZING PAYMENT TO NORTHWAY WELL CORPORATION FOR JORDAN WELL REPAIR FROM LIGHTNING STRIKE.

WHEREAS, On Feb 27th, 2023 the Jordan Well was struck by lightning and;

WHEREAS, the pump motor and electrical had to be either repaired or replaced and;

WHEREAS, this repair was mostly covered by insurance and;

WHEREAS, the invoice from Northway Well Corporation is for pulling the backup pump and motor and replacing the larger repaired pump and motor. Included in the invoice is inspection of motor and pump repair. The City of Newton will be receiving a check from insurance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa authorization payment to Northway Corporation of Marion Iowa in the amount of \$44,491.00 for pulling spare pump and motor and replacing newly repaired pump and motor for the Jordan Well.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa the invoice from Northway Corporation of Marion Iowa be paid utilizing \$44,491.00 from insurance proceeds.

PASSED this _____day of September 2023.

APPROVED this _____ day of September 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

**The Northway Corporation**

4895 8th Avenue
Marion, IA 52302
319-377-6339

Invoice

Date	Invoice #
8/4/2023	16926

Newton Water Works
PO Box 399
Newton, Iowa 50208-0399

P.O. No.	Terms	Due Date	Account #	Project
	Due on receipt	8/4/2023		Well #24 - July ...

Description	Qty	U/M	Rate	Amount
Well #24				
Labor and equipment to pull and install		hr	16,500.00	16,500.00
Shop labor to inspect and repair pump		hr	17,644.00	17,644.00
Motor inspection plus freight			7,847.00	7,847.00
Lot of splice kit, banding and tape			2,500.00	2,500.00
T.P. 8-21-23 Paul 8/14/23 Insurance				

Subtotal	\$44,491.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$44,491.00

City of Newton Council Report

**Item:**

Resolution approving a Professional Services Agreement with Bolton & Menk

Summary:

Approval of a professional services agreement for contracted engineering.

Financial Impact:

Estimated \$30,000 annually, \$10,000 Utilities, \$10,000 RUT, \$5,000 SWU, and \$5,000 from other departments' operating budgets.

Report Number: 2023-975**Date:**

September 5, 2023

Lead Department:

Public Works

Recommendation:

Approve

Background:

In August 2017, the City Council approved a Professional Services agreement with Bolton & Menk Engineering to provide engineering services to the City of Newton. The agreement was extended for an additional two years in September of 2021.

The City of Newton has worked with Bolton/Menk for six years to provide professional engineering services. Contracting for professional engineering services with Bolton & Menk has worked well. The level of response and variety of expertise in specialized fields, in addition to cost savings, has made complete organizational and financial sense.

With numerous current and upcoming projects requiring professional engineering, approving a new agreement to replace the current agreement, which is scheduled to expire soon, is now necessary. Staff is recommending that the new agreement be for an additional six months. Before this new agreement's expiration, staff will request qualifications from any interested engineering firms for a new long-term agreement.

Recommendation:

Council approves a professional services agreement for engineering services with Bolton & Menk of Des Moines, Iowa.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY'S ENGINEERING SERVICES.**

WHEREAS, the City of Newton has been using Bolton/Menk for Engineering services for the past six years; and

WHEREAS, City staff has been completely satisfied with all the professional services Bolton/Menk has provided; and

WHEREAS, the current agreement for professional services is set to expire on September 7th, 2023; and

WHEREAS, City staff recommends that Council approve a new professional services agreement for an additional six months with Bolton & Menk of Des Moines, Iowa, for an amount not to exceed the annual operating budgeted amounts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the recommendation to enter into an agreement for professional services for engineering with Bolton & Menk of Des Moines, Iowa, in an amount not to exceed the annual operating budget is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said professional services agreement to be signed by the Mayor and City Clerk on behalf of the City, is hereby approved. The estimated annual cost of \$30,000 of this agreement shall be paid from operating budgets, estimated at \$10,000 from Road Use Tax (RUT), \$10,000 from Utilities, \$5,000 from Stormwater Utility (SWU), and \$5,000 from other departments' operating budgets.

PASSED this _____ day of September 2023.

APPROVED this _____ day of September 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving change order #2 for the WPC Plant Improvements Project

Summary:

Approving change order #2 to Woodruff Construction

Financial Impact:

Change order #2 \$150,000.00 paid from 2021 WPC Revenue bonds, to be paid back from WPC revenue

Report Number: 2023-977

Date:

September 5, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

Council previously approved a contract for \$5,897,300.00 on October 24, 2022 to Woodruff Construction LLC. for the WPC Plant Improvements Project. One portion of that project includes the removal, rehabilitation and replacement of the digester covers.

The construction contract currently includes an allowance of \$50,000 for repairs for the three digester covers. Two of the covers have been removed from the tanks for repair and repainting. After sandblasting, it was discovered that corrosion damage to the underside of the covers is much more severe than anticipated. Based on the condition and repairs needed for the two sandblasted covers, it is anticipated that the total cost for digester cover repairs (for all three covers) will likely be approximately \$200,000.00.

Recommendation:

Approval of the change order #2 from Woodruff Construction LLC. of Fort Dodge, Iowa in the amount of \$150,000.00

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION APPROVING CHANGE ORDER #2 FOR THE
WPC PLANT IMPROVEMENTS PROJECT**

WHEREAS, City Council previously approved a contract for \$5,897,300.00 on October 24, 2022 to Woodruff Construction LLC. for the WPC Plant Improvements Project; and

WHEREAS, one portion of that project includes the removal, rehabilitation and replacement of the digester covers; and

WHEREAS, the construction contract currently includes an allowance of \$50,000 for repairs for the three digester covers; and

WHEREAS, two of the covers have been removed from the tanks for repair and repainting; and

WHEREAS, after sandblasting, it was discovered that corrosion damage to the underside of the covers is much more severe than anticipated; and

WHEREAS, based on the condition and repairs needed for the two sandblasted covers, it is anticipated that the total cost for digester cover repairs (for all three covers) will likely be approximately \$200,000.00; and

WHEREAS, change order #2 adds \$150,000.00 allowance to the existing contract, for digester cover repairs.

NOW, THEREFORE, BE IT RESOLVED, that change order #2 to Woodruff Construction, LLC. of Fort Dodge, IA in the amount of One-Hundred and Fifty Thousand, Dollars and Zero Cents (\$150,000.00) for the WPC Plant Improvements Project, is hereby accepted.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

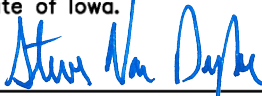
Change Order No. 2

for

**Treatment Plant & SW Pump
Station Improvements**

Newton, Iowa

2022

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	 8/24/2023
	STEVEN A. VAN DYKE, P.E. DATE License number P16044
	My license renewal date is December 31, 2023.
	Pages or sheets covered by this seal: All. _____ _____

Date of Issuance: September 5, 2023	Effective Date: September 6, 2023
Owner: City of Newton, Iowa	Owner's Contract No.: N/A
Contractor: Woodruff Construction, LLC	Contractor's Project No.:
Engineer: FOX Strand	Engineer's Project No.: 2423-20B
Project: Treatment Plant & SW Pump Station Improvements	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:**Descriptions:**

Item 1 The construction contract currently includes an allowance of \$50,000 for repairs for the three digester covers. Two of the covers have been removed from the tanks for repair and repainting. After sandblasting, it was discovered that corrosion damage to the underside of the covers is much more severe than anticipated. Based on the condition and repairs needed for the two sandblasted covers, it is anticipated that the total cost for digester cover repairs (for all three covers) will likely be approximately \$200,000.00.

Add \$150,000.00 to the Digester Cover Repairs Allowance for this change.

Attachments: *None.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$5,897,300.00	Substantial Completion: <u>June 3, 2024</u>
	Ready for Final Payment: <u>July 3, 2024</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders:	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> :
\$97,113.09	Substantial Completion: <u>N/A</u>
	Ready for Final Payment: <u>N/A</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$5,994,413.09	Substantial Completion: <u>June 3, 2024</u>
	Ready for Final Payment: <u>July 3, 2024</u>
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$150,000.00	Substantial Completion: <u>0 days</u>
	Ready for Final Payment: <u>0 days</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$6,144,413.09	Substantial Completion: <u>June 3, 2024</u>
	Ready for Final Payment: <u>July 3, 2024</u>
	days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>Steve Van Dyke</u>	By: _____	By: <u>Grant Ransom</u>	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Central Region President</u>	
Date: <u>8/24/2023</u>	Date: _____	Date: <u>8/24/2023</u>	

City of Newton Council Report

**Item:**

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area

Summary:

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2023-976

Date:

September 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council of the City of Newton, Iowa has created the North Central Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the code of Iowa requires that, before a city approves any new urban renewal projects within an urban renewal area, a city must amend the existing urban renewal plan to describe all new projects.

An amendment to the plan has been prepared which consists of property tax rebates, construction of a downtown park, reconstruction of several downtown streets and various other urban renewal area projects. This resolution approves updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to set a public hearing to amend the North Central Urban Renewal Plan.

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the North Central Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the North Central Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) updates the description of the City’s Hotel Maytag Project previously approved by the City Council in the October 2, 2017 Amendment to the Plan; (2) updates the description of the City’s Economic Development Local Business Support Program previously approved by the City Council in the July 6, 2021 Amendment to the Plan; and (3) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing street improvements; (b) using tax increment financing to pay the costs of constructing a park in the City’s downtown; (c) providing tax increment financing support to Ex Nihilo LLC in connection with the redevelopment of an existing building into a public market area including food, retail, and services, as well as a public bar, commercial kitchen, classroom space, and open seating overlooking the first floor; and (d) providing tax increment financing support to Mercurialis Holdings Real Estate – Newton, LLC in connection with the redevelopment of an existing building for use in the business operations of a Jimmy John’s restaurant; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Council Chambers, Newton, Iowa on October 2, 2023, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, the City Clerk and/or the Community Development Director are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this September 5, 2023.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 p.m., at the City Council Chambers, Newton, Iowa, on October 2, 2023, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the North Central Urban Renewal Area (the “Urban Renewal Area”) in order to (1) updates the description of the City’s Hotel Maytag Project previously approved by the City Council in the October 2, 2017 Amendment to the Plan; (2) updates the description of the City’s Economic Development Local Business Support Program previously approved by the City Council in the July 6, 2021 Amendment to the Plan; and (3) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing street improvements; (b) using tax increment financing to pay the costs of constructing a park in the City’s downtown; (c) providing tax increment financing support to Ex Nihilo LLC in connection with the redevelopment of an existing building into a public market area including food, retail, and services, as well as a public bar, commercial kitchen, classroom space, and open seating overlooking the first floor; and (d) providing tax increment financing support to Mercurialis Holdings Real Estate – Newton, LLC in connection with the redevelopment of an existing building for use in the business operations of a Jimmy John’s restaurant. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Katrina Davis
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
NORTH CENTRAL URBAN RENEWAL AREA

October, 2023

The Urban Renewal Plan (the “Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purposes of (1) updating the description of the Hotel Maytag Project; (2) updating the description of the Economic Development Local Business Support Program; and (3) identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Update Description of the Hotel Maytag Project. The City approved the Hotel Maytag Project in the October 2, 2017 Amendment to the Plan, and it is now necessary to update the description of the Hotel Maytag Project as follows:

Name of Project: Hotel Maytag Project

Date of Council Approval of Project: October 2, 2017, and updated October 2, 2023

Redevelopment Project

Description of the Project and Project Location: The City has entered into an Agreement for Private Development with Hotel Maytag Investors, LLC (the “Developer”) related to the redevelopment of the former Hotel Maytag (the “Redevelopment Project”) building located at 105 North 2nd Avenue East, with the following legal description:

Lots “A,” “B,” and Four in Block Fifteen, City of Newton, Jasper County, Iowa, as shown in Plat Book B, at Page 214 in the Office of the Recorder, Jasper County (the “Redevelopment Property”).

Description of Use of TIF: The City has entered into a development agreement (the “Agreement”) with the Developer with respect to the Redevelopment Project. Pursuant to the Agreement, the City has agreed to provide a series of annual appropriation economic development payments (the “Payments”) to the Developer in an amount not to exceed \$760,000 (increased from \$360,000 as approved in the October, 2017 Amendment to the Urban Renewal Plan). The Payments will be funded with the incremental property tax revenues to be derived from the Redevelopment Property.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Redevelopment Project will not exceed \$760,000, plus the Admin Fees.

Workforce Housing Project

Description of the Project and Project Location: As part of the Redevelopment Project, Hatch Development Group, L.L.C. (“Hatch Development Group”) has undertaken the conversion of a portion of the former Hotel Maytag building to include workforce housing units (the “Workforce Housing Project”).

Description of Use of TIF: The City has received a low-interest loan (the “IFA Loan”) from the Iowa Finance Authority-Workforce Housing Loan Program. The City has entered into a loan agreement (the “Loan Agreement”) with Hatch Development Group pursuant to which the City agreed to disburse the proceeds of the IFA Loan to Hatch Development Group to assist in paying the costs of the Workforce Housing Project. Under the Loan Agreement, Hatch Development Group agreed to remit payment to the City to enable the City to make timely payment of installments of principal of and interest on the IFA Loan. The City now proposes to enter into an amended Loan Agreement (the “Amended Loan Agreement”) pursuant to which the City will agree to provide financial assistance to Hatch Development Group in making its required payments under the Loan Agreement.

Such financial assistance, in an amount not to exceed \$450,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations, plus any interest expense incurred by the City thereon, may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area.

2) Update Description of the Economic Development Local Business Support Program. The City approved the Economic Development Local Business Support Program in the July 6, 2021 Amendment to the Plan, and it is now necessary to update the description of the Economic Development Local Business Support Program, as follows:

Name of Project: Economic Development Local Business Support Program

Date of Council Approval of Project: July 6, 2021 and updated on October 2, 2023

Description of Loan Program: The City acknowledges the importance of the success of local businesses to the promotion of economic development in the City and the Urban Renewal Area. The Economic Development Local Business Support Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Program through the provision of economic development forgivable loans and/or grants (the “Financial Incentives”) to local businesses.

The Financial Incentives will be targeted to assist local business owners with (i) façade improvement projects; (ii) building or land acquisition costs; (iii) capital improvements; (iv) job creation or training; (v) accessibility improvements; (vi) utility upgrades; (vii) site development; (viii) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Economic Development Local Business Support Program.

Description of Use of TIF: It is anticipated that the City will fund the Financial Incentives with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City's obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Economic Development Local Business Support Program will not exceed \$600,000 over the course of the City's 2024 through 2028 fiscal years.

3) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Downtown Street Improvements Project

Date of Council Approval of Project: October 2, 2023

Description of Project and Project Site: The Downtown Street Improvements Project will include (i) street resurfacing; (ii) the construction of curb and gutter, sewer system, water system, sidewalk, and lighting improvements; and (iii) the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the following segments of street in the City:

200-300 Blocks of N 2nd Avenue W;

100 Block of E 2nd Street N;

100 Block of E 3rd Street N; and

100 Block of N 2nd Ave E.

It is expected that the completed Downtown Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the promotion of economic development in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Downtown Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Downtown Street Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Downtown Street Improvements Project will not exceed \$1,600,000, plus any interest expense incurred on the Obligations.

B.

Name of Project: Downtown Park Project

Date of Council Approval of Project: October 2, 2023

Description of the Project and Project Site: The Downtown Park Project will consist of the construction of a new city park on certain real property located at 224 W 3rd Street N in the City to serve the Newton community. The Downtown Park Project will include the installation of a spray water feature.

It is anticipated that the completed Downtown Park Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational amenities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Downtown Park Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Downtown Park Project will not exceed \$250,000, plus any interest expense incurred by the City on the Obligations.

C.

Name of Project: Ex Nihilo LLC Public Market Project

Date of Council Approval of the Project: October 2, 2023

Description of the Project and Project Site: Ex Nihilo LLC (the "Developer") has proposed to undertake the redevelopment (the "Public Market Project") of an existing building on certain real property situated at 118 N 2nd Avenue E (the "Public Market Property") in the Urban Renewal Area, such redevelopment to include a public market with twenty vendor spaces including food, retail, and services, as well as a public bar, commercial kitchen, classroom space, and open seating overlooking the first floor. The Public Market Project will alleviate certain blighted conditions in the Urban Renewal Area and encourage future economic development therein.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete and maintain the Public Market Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement (the "Agreement") with the Developer with respect to the Public Market Project and to provide

(i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development forgivable loan (the “Forgivable Loan”) to the Developer thereunder.

The Payments, in an amount not to exceed \$85,000, will be funded with incremental property tax revenues to be derived from the Public Market Property.

The Forgivable Loan, in an amount not to exceed \$75,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area.

It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Public Market Project including the Payments, the Forgivable Loan, and the Admin Fees will not exceed \$168,000, plus any interest expense incurred by the City on the Obligations.

D.

Name of Project: Mercurialis Holdings Real Estate Newton LLC Redevelopment Project

Date of Council Approval of the Project: October 2, 2023

Description of the Project and Project Site: Mercurialis Holdings Real Estate Newton LLC (the “Company”) has proposed to undertake the redevelopment (the “Jimmy John’s Project”) of an existing building on certain real property situated at 401 1st Ave W (the “Mercurialis Property”) in the Urban Renewal Area for use in the business operations of a Jimmy John’s restaurant. The Jimmy John’s Project will alleviate certain blighted conditions in the Urban Renewal Area and encourage future economic development therein.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete and maintain the Jimmy John’s Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Company with respect to the Jimmy John’s Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Mercurialis Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Jimmy John’s Project will not exceed \$299,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$54,640,409</u>
Outstanding general obligation debt of the City:	<u>\$31,838,753</u>
Proposed maximum indebtedness to be incurred in connection with this October, 2023 Amendment:	<u>\$ 3,783,000*</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

**Item:**

Resolution approving the purchase of equipment for the Police Department

Summary:

Resolution approving the purchase of gas masks and a speed sign for the Police Department

Financial Impact:

\$7,000 from 2019 and 2020 bond proceeds

Report Number: 2023-982**Date:**

September 5, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

The Police Department's tactical unit utilizes gas masks when deploying chemical munitions. The current masks are over 10 years old and are past their usable life for safe deployment. The Police Department received a quote from Streichers for \$4,000 to replace the current masks and filters.

Traffic safety is an important function of public safety within the community. The Police Department receives a number of speed complaints annually and has found that pole mounted speed radar signs have been a positive deterrent to chronic speed issues around the community. The Police Department would like to purchase another unit to deploy in a couple of problem areas. The Police Department received several quotes, with the lowest being from TrafficLogix for \$3,000.

These projects would be funded by remaining 2019/2020 bond funds.

Recommendation:

Staff recommends approval of this resolution

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FOR THE POLICE DEPARTMENT

WHEREAS, Police Officers utilize gas masks to deploy chemical munitions; and

WHEREAS, the current masks are past their serviceable life and need replaced, and

WHEREAS, Streicher’s quoted the Police Department \$4000 for the replacement of the masks and filters; and

WHEREAS, pole mounted speed signs have been an effective deterrent to speeding within our community; and

WHEREAS, the Police Department desires to purchase another unit to deploy in problem areas; and

WHEAREAS, the Police Department received the lowest price quote from TrafficLogix for \$3000, and

WHEREAS, both items would be funded through remaining 2019/2020 bond funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the purchase of gas masks from Streicher’s and a speed sign from TrafficLogix for a total of \$7000 utilizing remaining 2019/2020 bond funds.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving lime sludge removal contract with Jon Taylor

Summary:

Approving contract previously approved by Waterworks Board of Trustees

Financial Impact:

Not to exceed \$270,560.00 annually from Water Enterprise Funds

Report Number: 2023-990

Date:

September 5, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

On August 23, 2022 the Waterworks Board of Trustees entered into a three-year agreement with Jon Taylor for the removal of lime sludge from the storage lagoon.

As of July1, 2023 invoices for Newton Water are paid from City of Newton utilizing water enterprise funds, versus invoices being paid from Newton Waterworks Board of Trustees. To comply with the City of Newton's purchasing policy, City Staff needs City Council's approval of the existing lime sludge removal contract in order to pay the outstanding invoices.

Recommendation:

Approve existing Lime Sludge Removal Contract with Jon Taylor of Prairie City, Iowa in the amount not to exceed \$270,560.00 annually, as approved previously by Newton Waterworks Board of Trustees

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING LIME SLUDGE REMOVAL CONTRACT
WITH JON TAYLOR.**

WHEREAS, On August 23, 2022 the Waterworks Board of Trustees entered into a three-year agreement with Jon Taylor for the removal of lime sludge from the storage lagoon and;

WHEREAS, As of July1, 2023 invoices for Newton Water are paid from City of Newton utilizing water enterprise funds, versus invoices being paid from Newton Waterworks Board of Trustees and;

WHEREAS, to comply with the City of Newton’s purchasing policy, City Staff needs City Council’s approval of the existing lime sludge removal contract in order to pay the outstanding invoices and;

NOW, THEREFORE, BE IT RESOLVED, the existing Lime Sludge Removal Contract with Jon Taylor of Prairie City, Iowa in the amount not to exceed \$270,560.00 annually, as approved previously by Newton Waterworks Board of Trustees, be approved by the City Council of Newton, Iowa.

PASSED this _____ day of September 2023.
APPROVED this _____ day of September 2023.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

LIME SLUDGE REMOVAL AGREEMENT BETWEEN THE NEWTON WATERWORKS AND JON TAYLOR

PARTIES

The parties to this agreement are the Newton WaterWorks Board of Trustees and JON TAYLOR

SCOPE

This agreement requires the Contractor to remove a minimum of 10,000 and up to a maximum of 16,000 wet tons of lime sludge annually between May 15th and May 14th of the following calendar Year.

Lime Sludge to be removed by the contractor and transported off site to locations at the sole risk and expense of said contractor. The contractor shall obey all county road speed limits and safely transport the sludge.

The contractor shall furnish all equipment and manpower as is reasonably necessary to accomplish loading of the residuals at the lagoon.

The contractor shall obtain all necessary permits for the transportation and accept full responsibility for the residuals after loading.

The contractor shall keep and maintain adequate liability insurance, naming the Board as additional insured with minimum limits and types of coverage.

The contractor shall take all reasonable measures to prevent the residuals from escaping from its trucks and equipment after said equipment has left the lagoon site. The contractor shall clean up any spilled residuals while transporting to the destination.

The contractor shall maintain from time to time the field road to the lime sludge lagoon. The WaterWorks shall provide rock as necessary.

The WaterWorks shall grant access to RW Excavating Solutions, Jon Taylor and his employees for the purpose of performing the work required under this agreement.

COMPENSATION

The WaterWorks shall pay the contractor a rate of \$16.91 per wet ton of lime sludge removed from the lagoon and transported offsite. Should the contractor wish to remove more lime sludge per contract year, the contractor shall not be reimbursed, nor shall contractor be allowed to hold invoicing for future year's invoicing.

TERM

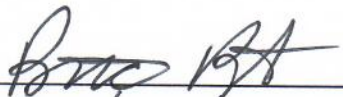
This agreement shall remain in force for three years. This agreement may be extended, if mutually agreed upon by both parties, with annual supplemental agreements. Waterworks reserves the right to change quantities in annual supplemental agreements, based on WaterWorks operational needs. Should either party wish to modify this Agreement, it shall be signed by both parties. Should either party wish to end this agreement, a 10 month written notification shall be provided.

Both Parties Agree to the Above Scope

Newton WaterWorks Board of Trustees

101 W. 4th St. So.

Newton, Iowa 50208

BY 

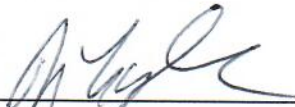
Date: 8/23/2022

Seal

Jon Taylor

10352 S. 88th Ave. West

Prairie City, Iowa 50228

BY 

Date: 8/23/2022

Vendor	Department	Description	Amount
3CMA	Community Marketing	Dues	\$ 400.00
Absolute Science	Library	Service	\$ 525.00
Acushnet Company	Golf	Merchandise	\$ 2,262.95
Airgas USA LLC	Fire	Supplies	\$ 226.08
Alliant Energy/IPL	All	Utilities	\$ 4,817.28
Amazon Capital Services	All	Supplies	\$ 2,215.46
American Planning Association	Planning & Zoning	Membership	\$ 476.00
Amerigroup Iowa Inc	Fire	Refund	\$ 344.78
Bahri, Jolene	Police	Refund	\$ 15.00
Baker & Taylor	Library	Books	\$ 2,827.64
Baker & Taylor Entertainment	Library	DVDs	\$ 248.35
Bibliotheca LLC	Library	Supplies	\$ 2,597.00
Black Clover Enterprises LLC	Golf	Merchandise	\$ 142.00
Black Hills Energy	All	Utilities	\$ 125.87
Bolton & Menk Inc	Parks RESO 2022-275	Service	\$ 3,268.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,388.84
Breman & Sons Tree Service	Community Beautification	Service	\$ 1,850.00
Brooker Corporation	Fire	Service	\$ 10,000.00
Brown Investigations & Engineering Cons	Street	Service	\$ 1,510.00
Bryx Inc	Fire	Service	\$ 2,300.00
Capital One	All	Supplies	\$ 410.45
Cappy's Tire & Auto Service	Airport/Parks	Supplies	\$ 2,490.66
CDW Government Inc	Library/WPC	Supplies	\$ 1,160.22
Cintas	All	Service	\$ 567.94
Cleveland Golf/Srixon	Golf	Merchandise	\$ 127.00
Cole, Chris	Landfill	Reimb	\$ 20.00
Cook, Liberty	Utility Billing	Refund	\$ 18.35
Cummins Sales and Service	Library	Service	\$ 406.10
Demco Inc	Library	Supplies	\$ 1,385.94
Des Moines Stamp Mfg	Library	Supplies	\$ 33.00
Diamond Vogel Inc	Water Pollution Control	Supplies	\$ 143.00
Digium Cloud Services LLC	Police	Service	\$ 406.00
DLT Solutions	Engineering/Parks	Supplies	\$ 4,911.50
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 69,544.53
ESRI	Water Distribution/WPC	Service	\$ 1,645.00
Fastenal	Parks	Supplies	\$ 0.81
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes Office Solutions	Landfill/Library	Supplies	\$ 120.84
Four Points Golf Cars	Golf	Supplies	\$ 187.69
FOX Strand	Water Pollution Control	Service	\$ 2,939.00
Galls LLC	Fire/Police	Supplies	\$ 1,426.57
Garcia, Jose	Police	Reimbursement	\$ 19.37
General Fire And Safety	Library	Service	\$ 85.00
Grainger Inc	Parks	Supplies	\$ 3,711.14
Gralnek-Dunitz	Parks	Supplies	\$ 151.00
Gregg Young Auto Center	Police	Service	\$ 2,388.02
Hansen, Kathy Ely & Doug	Utility Billing	Refund	\$ 34.64
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,784.22
Hy-Vee Inc	Water Treatment Plant	Supplies	\$ 93.02
Image Trend Inc	Fire	Service	\$ 150.00

Impact7G Inc	Water Treatment Plant	Service	\$ 1,900.00
IMWCA	All	Service	\$ 23,892.00
Integrity Cleaning	Water Pollution Control	Service	\$ 2,669.70
Interstate All Battery Center	Fire	Supplies	\$ 99.75
Iowa Dept of Agriculture & Land Steward	Landfill	Service	\$ 84.00
Iowa Dept of Natural Resources	Water Distribution	Service	\$ 80.00
Iowa Prison Industries	Landfill	Supplies	\$ 163.40
Isolved Benefit Services	Finance	Service	\$ 90.13
ISOSWO Treasurer	Landfill	Training	\$ 525.00
ITL Patch	Police	Supplies	\$ 376.20
J & K Investments	Water Pollution Control	Service	\$ 575.00
Jasper County Recorder	D&D	Services	\$ 24.00
Jasper County Treasurer	D&D	Taxes	\$ 1,632.00
Jensen Ford Lincoln	Police	Service	\$ 60.54
Johnson Aviation	Airport	Service	\$ 3,515.11
Johnson Fitness & Wellness	Administration	Supplies	\$ 6,829.00
Keystone Labs	Maytag Pool	Service	\$ 30.00
Klingspor Abrasives Inc	Storm Water/Street	Supplies	\$ 1,126.96
Liberty Tire Services LLC	Landfill	Service	\$ 150.00
Logan Contractors Supply	Storm Water/Street	Supplies	\$ 1,875.00
Lovan, Kyle	Police	Reimbursement	\$ 31.68
Lyman, Rick	Police	Service	\$ 1,860.00
Magnum Automotive	Police	Service	\$ 317.16
Mahaska Bottling Co	Golf	Concessions	\$ 1,380.70
Manatts - D.M.	All	Supplies	\$ 11,142.81
Martin Marietta Materials	Golf/Storm Water	Supplies	\$ 1,555.59
McMaster-Carr	Water Pollution Control	Supplies	\$ 19.67
Mediacom	Golf	Utility	\$ 379.56
Menards-Altoona	City Garage	Supplies	\$ 24.48
Mid State Construction Co Inc	Storm Water	Service	\$ 260.00
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 6,725.31
MTI Distributing Inc	Golf/Parks	Supplies	\$ 490.93
Municipal Supply Inc	Water Distribution	Supplies	\$ 2,163.47
NAPA Auto Parts	All	Supplies	\$ 1,166.27
News Printing Company	Planning & Zoning	Service	\$ 14.72
Newton News	Admin/Eng	Service	\$ 264.00
Nucor Harris Rebar Midwest LLC	Storm Water	Supplies	\$ 1,620.00
O'Reilly Auto Parts	Water Pollution Control	Supplies	\$ 62.97
Peter, Phyllis	Library	Reimbursement	\$ 10.00
Phelps Uniform Specialists	City Center/Fire	Service	\$ 113.25
Pitney Bowes	All	Supplies	\$ 173.82
Plan It Software LLC	All	Service	\$ 1,800.00
Playaway Products LLC	Library	Books	\$ 1,112.80
Preferred Pest Control Inc	Fire/Library	Service	\$ 709.80
Premier Office Equipment	Finance	Service	\$ 75.63
Quill Corporation	Fire	Supplies	\$ 203.79
RCSYSTEMS Radio Communications	Disaster Services	Supplies	\$ 869.89
Reeves Heating & Cooling	City Center/Library	Service	\$ 2,134.69
Regal Clean LLC	City Center	Service	\$ 2,725.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 4,961.18
Reserve Account-Pitney Bowes	All	Service	\$ 1,000.00
Rybo's Painting	Fire	Service	\$ 406.10
Shannon, Jeanette L	Utility Billing	Refund	\$ 2,020.00
Shattuck/RPM Inc	Golf	Supplies	\$ 276.00
Smith Quality Rental	Fire/WPC	Supplies	\$ 322.99

Spahn & Rose Lumber Co	All	Supplies	\$ 960.32
Springer Professional Home Services	Golf/Library	Service	\$ 104.50
Star Equipment	Water Distribution	Supplies	\$ 2,235.86
Streichers	Police	Supplies	\$ 1,627.00
Studio Melee	Library	Service	\$ 1,120.00
Taylor, Jon	Water Treatment Plant	Service	\$ 73,051.20
The Door Doctor	City Garage	Supplies	\$ 9,950.00
The Police and Sheriffs Press	Police	Supplies	\$ 58.20
Theisen's	All	Supplies	\$ 2,697.83
Thomas Bus Sales Inc	Parks	Supplies	\$ 27.00
TK Elevator	City Center	Service	\$ 211.89
Town & Country Sanitary Services	Water Treatment Plant	Service	\$ 380.00
Town & Country Wholesale Co	Golf	Concessions	\$ 1,633.69
Tri-State Lock Service	Water Pollution Control	Service	\$ 168.00
True Value Hardware	All	Supplies	\$ 276.17
Two Rivers Cooperative	Airport/Water Treatment	Fuel	\$ 5,438.76
USABlueBook	Water Pollution Control	Supplies	\$ 167.63
USPS	Utility Billing	Service	\$ 8,400.00
Utility Equipment Co	Storm Water	Supplies	\$ 64.46
Warnick Mechanical	Airport/City Center	Service	\$ 733.00
Waste Solutions of Iowa	Golf/Parks	Service	\$ 595.00
Watson Label Products	Library	Supplies	\$ 440.30
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 201.71
West Des Moines Public Library	Library	Books	\$ 9.99
Wex Bank	Water Distribution	Fuel	\$ 1,373.92
Ziegler Inc	Parks	Supplies	\$ 24.22
Zylstra, Ryan	Police	Reimbursement	\$ 129.36

Grand Totals: **\$ 343,613.57**

Pre-Authorized Payments

Advanced Traffic Control	Parks RESO 2023-148	Service	\$ 12,000.00
Black Hills Energy	All	Utility	\$ 965.64
Card Services	All	Service	\$ 2,686.42
Doll Distributing LLC	Golf	Concessions	\$ 1,034.60
Johnson Brothers of Iowa	Golf	Concessions	\$ 821.60
Mediacom	Administration/Golf	Utility	\$ 441.79
Purchase Power	All	Service	\$ 210.00
United States Cellular	All	Utilities	\$ 256.85
Visa	Water	Supplies	\$ 618.82

Total: **\$ 19,035.72**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 12,960.00
Bank Iowa	All	Insurance	\$ 4,455.00
Great Southern Bank	All	Insurance	\$ 270.00
Kabel	All	Insurance	\$ 50.00
Payroll 7-21-23	All	Payroll	\$ 505,188.56
Payroll 8-4-23	All	Payroll	\$ 508,195.17
Payroll 8-18-23	All	Payroll	\$ 501,719.04
Mutual of Omaha	All	Insurance	\$ 5,276.15
Great Southern Bank	Golf	Fees	\$ 2,225.06
Met Life Dental	All	Insurance	\$ 11,749.90
State of Iowa	General	Sales Tax	\$ 7,980.85

Total: **\$ 1,560,069.73**

City of Newton Council Report

**Item:**

Public Hearing on a Resolution Awarding Contract for the Arbor Estates Second Addition Construction Project

Summary:

Award of contract to construct the base project plus Add-Alternate A on the Arbor Estates Second Addition subdivision.

Financial Impact:

\$2,689,109.12 from a mix of ARPA funds, Housing Initiative Funds, remaining bond funds, and new GO bonds in the spring of 2024.

Report Number: 2023-960**Date:**

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton. With sales continuing of the platted lots in the Arbor Estates Plat One subdivision, the construction of a new platted area on the remaining and adjacent NHDC property is needed.

Plans and specifications were prepared by Bolton & Menk and placed out for bid. The project includes earthwork, sanitary and storm sewer, water main, 31-foot-wide Portland cement concrete (PCC) streets, erosion control, seeding, and other related items needed to construct the Arbor Estates Phase Second Addition subdivision. The new streets to be constructed with this phase include the E 23rd St N extension to N 11th Ave E, and the E 26th St N cul-de-sac. Also included as an add-alternate is the N 10th Ave E cul-de-sac, running east from the new E 23rd St N.

The following bids were received and opened on August 22, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. A</u>
McAnich Corp.	\$2,689,109.12
Sandstone Management, LTD	\$2,806,271.76
On Track Construction, LLC	\$2,890,017.70
Alliance Construction Group, LLC	\$2,913,604.55
Evolution Contracting, LLC	\$2,955,732.95
Absolute Concrete Construction, Inc.	\$2,961,043.60
Vanderpool Construction, Inc	\$3,045,794.30
C.J. Moyna & Sons, LLC	\$3,287,965.12
Boomerang Corp.	\$3,359,762.67
Con-Struct, Inc.	\$3,410,656.60

The apparent low bidder is McAnich Corp. of Des Moines, Iowa. The Engineer's estimate for this project, including add-alternate A, was \$3,661,890.42. The project will be paid for using a mix of ARPA funds, Housing Initiative Funds, remaining bond funds, and new GO bonds in the spring of 2024.

Recommendation:

City Staff recommends that Council award a contract for the base bid work plus add-alternate A to McAnich Corp. of Des Moines, Iowa in the amount of \$2,689,109.12.

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

Matt Muckler, City Administrator

RESOLUTION 2023- _____

RESOLUTION AWARDING CONTRACT FOR THE ARBOR ESTATES SECOND ADDITION CONSTRUCTION PROJECT

WHEREAS, the City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton; and

WHEREAS, with sales continuing of the platted lots in the Arbor Estates Plat One subdivision, the construction of a new platted area in the remaining and adjacent NHDC property is needed; and

WHEREAS, the project includes earthwork, sanitary and storm sewer, water main, 31-foot-wide Portland cement concrete (PCC) streets, erosion control, seeding, and other related items needed to construct the Arbor Estates Phase Second Addition subdivision; and

WHEREAS, the new streets to be constructed with this phase include the E 23rd St N extension to N 11th Ave E, and the E 26th St N cul-de-sac; along with an add-alternate to construct the N 10th Ave E cul-de-sac, running east from the new E 23rd St N; and

WHEREAS, plans and specifications were prepared by Bolton & Menk and placed out for bid, with the following bids received and opened on August 22, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. A</u>
McAnich Corp.	\$2,689,109.12
Sandstone Management, LTD	\$2,806,271.76
On Track Construction, LLC	\$2,890,017.70
Alliance Construction Group, LLC	\$2,913,604.55
Evolution Contracting, LLC	\$2,955,732.95
Absolute Concrete Construction, Inc.	\$2,961,043.60
Vanderpool Construction, Inc	\$3,045,794.30
C.J. Moyna & Sons, LLC	\$3,287,965.12
Boomerang Corp.	\$3,359,762.67
Con-Struct, Inc.	\$3,410,656.60

; and

WHEREAS, the Engineer’s estimate for this project, including add-alternate A, was \$3,661,890.42; and

WHEREAS, City Staff recommends that Council award a contract for the base bid work plus add-alternate A to McAnich Corp. of Des Moines, Iowa for the Arbor Estates Second Addition Construction Project based on the low responsive, responsible bid received in the amount of \$2,689,109.12.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the base bid plus add-alternate A of McAnich Corp. of Des Moines, Iowa, in the amount of Two Million, Six Hundred Eighty-Nine Thousand, One Hundred Nine Dollars and Twelve Cents (\$2,689,109.12) for the Arbor Estates Second Addition Construction 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 McAnich Corp. of Des Moines, Iowa for the Arbor Estates Second Addition Construction Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize a mix of ARPA funds, Housing Initiative Funds, remaining bond funds, and new GO bonds in the spring of 2024.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the Aurora Park Pickleball Courts Construction Project

Report Number: 2023-963**Date:**

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Summary:

Award of contract to complete construction of four new stand-alone pickleball courts at Aurora Park.

Financial Impact:

\$370,000.00 from a mix of Wellmark Grant funds, private donations, and 2023 Park Bond Proceeds.

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of pickleball courts in Aurora Park. Prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with the City's engineering consultant, Bolton and Menk, to prepare plans and specifications for said project.

Plans and specifications were prepared by Bolton & Menk and placed out for bid, with the following bids received and opened on August 22, 2023:

Minturn, Inc. – Brooklyn, Iowa	\$370,000.00
Edge Commercial – Grimes, Iowa	\$399,600.00
Graphite Construction Group, Inc. – Urbandale, Iowa	\$461,267.00

The apparent low bidder is Minturn, Inc. of Brooklyn, Iowa. The Engineer's estimate for this project was \$326,283.00. The project will be paid for using a mix of Wellmark Grant funds, private donations, and 2023 Park Bond Proceeds.

Recommendation:

City Staff recommends that Council award the project to Minturn, Inc. of Brooklyn, Iowa in the amount of \$370,000.00.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION AWARDING CONTRACT FOR THE AURORA PARK PICKLEBALL
COURTS PROJECT**

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included the construction of pickleball courts in Aurora Park; and

WHEREAS, prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with the City’s engineering consultant, Bolton and Menk, to prepare plans and specifications for said project; and

WHEREAS, plans and specifications were prepared by Bolton & Menk and placed out for bid, with the following bids received and opened on August 22, 2023:

Minturn, Inc. – Brooklyn, Iowa	\$370,000.00
Edge Commercial – Grimes, Iowa	\$399,600.00
Graphite Construction Group, Inc. – Urbandale, Iowa	\$461,267.00

; and

WHEREAS, the Engineer’s estimate for this project was \$326,283.00; and

WHEREAS, City Staff recommends that Council award a contract to Minturn, Inc. of Brooklyn, Iowa for the Aurora Park Pickleball Courts Project based on the low responsive, responsible bid received in the amount of \$370,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Minturn, Inc. of Brooklyn, Iowa, in the amount of Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00) for the Aurora Park Pickleball Courts 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 Minturn, Inc. of Brooklyn, Iowa for the Aurora Park Pickleball Courts Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize the Wellmark Grant funds, private donations, and 2023 Park Bond Proceeds to pay for the project.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Public Hearing on a Resolution Awarding Contract for the Maytag Pool Improvements Project

Summary:

Award of contract to construct the base project plus add-alternate no. 1-1 on the Maytag Pool Improvements Project.

Financial Impact:

\$1,052,826.00 from 2023 Park Bond proceeds and private donations.

Report Number: 2023-964

Date:

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included upgrades to Maytag Pool. Prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with Burbach Aquatics of Platteville, WI to prepare plans and specifications for said project.

The project includes the removal of existing shallow-end fountains and seating area, installation of a new shallow-end play structure, replacement of the existing 3-meter diving board with a new 3-meter board with stair access, shade structure upgrades, piping upgrades beneath the shallow end, and a zip-line play feature (add-alt. no. 1-1). Said plans and specifications were prepared by Burbach Aquatics and placed out for bid, with the following bids received and opened on August 22, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. No. 1-1</u>
Sande Construction – Humboldt, Iowa	\$1,052,826.00
Larsen Construction – Independence, Iowa	\$1,272,000.00
Ricchio, Inc. – Gurnee, Illinois	\$1,338,868.00
Minturn, Inc. – Brooklyn, Iowa	\$1,372,000.00

The apparent low bidder is Sande Construction of Humboldt, Iowa. The Engineer's estimate for this project, including add-alternate no. 1-1, was \$1,105,390.00. The project will be paid for using 2023 Park Bond proceeds and private donations.

Recommendation:

City Staff recommends that Council award a contract for the base bid work plus add-alternate no. 1-1 (zip-line play feature) to Sande Construction of Humboldt, Iowa in the amount of \$1,052,826.00.

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

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION AWARDING CONTRACT FOR THE MAYTAG POOL
IMPROVEMENTS PROJECT**

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included upgrades to Maytag Pool; and

WHEREAS, prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with Burbach Aquatics of Platteville, WI to prepare plans and specifications for said project; and

WHEREAS, the project includes the removal of existing shallow-end fountains and seating area, installation of a new shallow-end play structure, replacement of the existing 3-meter diving board with a new 3-meter board with stair access, shade structure upgrades, piping upgrades beneath the shallow end, and a zip-line play feature (add-alt. no. 1-1); and

WHEREAS, the new streets to be constructed with this phase include the E 23rd St N extension to N 11th Ave E, and the E 26th St N cul-de-sac; along with an add-alternate to construct the N 10th Ave E cul-de-sac, running east from the new E 23rd St N; and

WHEREAS, plans and specifications were prepared by Burbach Aquatics and placed out for bid, with the following bids received and opened on August 22, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. A</u>
Sande Construction – Humboldt, Iowa	\$1,052,826.00
Larsen Construction – Independence, Iowa	\$1,272,000.00
Ricchio, Inc. – Gurnee, Illinois	\$1,338,868.00
Minturn, Inc. – Brooklyn, Iowa	\$1,372,000.00

; and

WHEREAS, the Engineer’s estimate for this project, including add-alternate no. 1-1, was \$1,105,390.00; and

WHEREAS, City Staff recommends that Council award a contract for the base bid work plus add-alternate no. 1-1 (zip-line play feature) to Sande Construction of Humboldt, Iowa for the Maytag Pool Improvements Project based on the low responsive, responsible bid received in the amount of \$1,052,826.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the base bid plus add-alternate no. 1-1 (zip-line play feature) from Sande Construction of Humboldt, Iowa, in the amount of One Million, Fifty-Two Thousand, Eight Hundred Twenty-Six Dollars and Zero Cents (\$1,052,826.00) for the Maytag Pool Improvements 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 Sande Construction of Humboldt, Iowa for the Maytag Pool Improvements Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize 2023 Park Bond proceeds and private donations to pay for project costs.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Public hearing on a resolution rejecting bids for the Westwood Golf Course Clubhouse Project

Summary:

Reject all bids due to cost.

Financial Impact:

No financial impact with this council action

Report Number: 2023-966

Date:

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course. Prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with the ISG Group (formerly Ethos), to prepare plans and specifications for said project.

Plans and specifications were prepared by ISG which included the demolition of the existing clubhouse, and construction of the new clubhouse and adjacent improvements. The following bids were received and opened on August 17, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. No. 1</u>
Graphite Const. Group	\$2,554,800.00
Jensen Builders LTD	\$2,832,050.00
Koester Construction	\$2,843,000.00
Dean Snyder Const.	\$2,868,000.00
Estes Construction	\$2,930,000.00
Core Construction Services, LLC	\$3,308,500.00

Due to prices being well over the earlier anticipated project cost of around \$2.0 million, along with funds unavailable to cover the cost of the project, it is recommended that all bids be rejected. Staff will continue to work on other options to bring a more-affordable clubhouse project back before City Council soon.

Recommendation:

City Staff recommends that Council reject all bids for the Westwood Golf Course Clubhouse Project.

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

Matt Muckler, City Administrator

RESOLUTION 2023- _____

RESOLUTION REJECTING ALL BIDS FOR THE WESTWOOD GOLF COURSE CLUBHOUSE PROJECT

WHEREAS, on September 13, 2022 Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course; and

WHEREAS, prior to seeking bids and awarding a contract for construction, City Council approved a design services agreement with the ISG Group (formerly Ethos), to prepare plans and specifications for said project; and

WHEREAS, plans and specifications were prepared by ISG which included the demolition of the existing clubhouse, and construction of the new clubhouse and adjacent improvements; and

WHEREAS, The following bids were received and opened on August 17, 2023:

<u>Contractor</u>	<u>Base Bid + Add-Alt. 1</u>
Graphite Const. Group	\$2,554,800.00
Jensen Builders LTD	\$2,832,050.00
Koester Construction	\$2,843,000.00
Dean Snyder Const.	\$2,868,000.00
Estes Construction	\$2,930,000.00
Core Construction Services, LLC	\$3,308,500.00

; and

WHEREAS, due to prices being well over the earlier anticipated project cost of around \$2.0 million, along with funds unavailable to cover the cost of the project, it is recommended that all bids be rejected; and

WHEREAS, Staff will continue to work on other options to bring a more-affordable clubhouse project back before City Council soon.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that all bids received on August 17, 2023 for the Westwood Golf Course Clubhouse Project, all as described in the plans and specifications, are hereby rejected.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that no award of contract will occur at this time, allowing for staff to work on other options to bring a more-affordable clubhouse project back before City Council soon.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Public Hearing on an Ordinance Amending the City of Newton Official Zoning Map for Property Located at 1750, 1770, and 1805 South 8th Avenue East and 600 East 17th Street South from R-2: One and Two-family and R-4: Multi-Family Residential to C-A: Arterial Commercial

Summary:

The applicants have requested a rezoning of the subject property to enhance the marketability of the properties and to accommodate future redevelopment of 1805 S. 8th Ave. E.

Financial Impact:

None.

Report Number: 2023-992

Date:

September 5, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant for the proposed rezoning is: Tim & Janet Onnen, Boycgo West LLC, & Beacon Housing Corporation.

Most of the subject parcels are located in an R-4 zoning district while 1805 S. 8th Ave. E. is located within an R-2 district. Surrounding properties include undeveloped residential land (future Quail Ridge Subdivision phase) to the southeast, Accura Healthcare of Newton East and the YMCA to the southwest, a Git-N-Go convenience store/fuel station to the west, and natural land to the north.

The primary reason for this rezoning application is to allow for the redevelopment of 1805 South 8th Avenue East. According to the applicant, the “request to rezone is for the purpose of converting the church facility into a professional office for the expansion of Keystone Labs. The existing properties are already contiguous to the C-A district. Conversion of the facility will create additional employment opportunities.”

Multiple options were considered for the redevelopment of 1805 S. 8th Ave. E., but the idea of expanding Keystone Labs emerged in the recent past. To comply with the Zoning Code, discussions led to the understanding that this application would be the required first step instead of a conditional use permit considering the allowable uses in the R-2 district versus the C-A district. The reason for including the other properties to the north is because a rezoning of only 1805 S. 8th Ave. E. could be considered spot zoning (creating a zoning “island”) which could be challenged.

Envision Newton 2042, the adopted comprehensive plan, shows the area in question on the Future Land Use Map as the confluence of commercial, multi-family, and single-family residential land uses. Generally speaking, the commercial designation lines the E. 17th St. S. corridor to S. 8th Ave. E., then single-family and multi-family residential extend eastward and outside of the subject area for this proposed rezoning. Future land use maps are intended to serve as general guides for development but do not always translate to actual outcomes. Regardless, the map specifically recognizes the benefit of a mix of uses in this particular area of the community and along the frontage of S. 8th Ave. E.

Throughout *Envision Newton 2042*, infill development and redevelopment is supported/encouraged

to utilize existing infrastructure for the sake of efficiency and to promote responsible fiscal and environmental stewardship. Ch. 5: Economic Development states, “Attract, support, and retain businesses that fill and/or redevelop vacant properties in the downtown and along key corridors.”

Planning & Zoning Commission: At their meeting on August 15, 2023, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request as presented.

Notice of the Public Hearing: Notice of the public hearing for this item was sent to surrounding property owners (postcard mailing) and published in the *Newton Daily News* in advance of both the Planning & Zoning Commission meeting and the City Council meeting. No concerns or objections have been received from neighbors to date.

Applicant Request to Waive 2nd and 3rd Reading: The applicant has requested Council's consideration to waive the 2nd and 3rd reading, so that the property would know if the reuse of 1805 S 8th Ave E is allowed (or not) sooner rather than later.

Recommendation:

“Adaptive Reuse” is a concept promoted by the comprehensive plan, the American Planning Association, local governments and economic development specialists across the country. Rather than see a property demolished or remain vacant, a rehabilitation and conversion of an existing building has benefits for not only the subject property but also for the community as a whole. Reuse of existing vacant or underutilized sites is typically the most cost-effective approach to increase the tax base and expand jobs rather than relying on the extension and/or construction of new infrastructure.

Staff finds that this particular rezoning request will not negatively impact the surrounding neighborhood and is supported by the comprehensive plan. The map amendment would appropriately accommodate redevelopment of the former church property at 1805 S. 8th Ave. E. which has been vacant for many years. It would also offer additional flexibility for future use(s) of the other property included in this application.

Staff recommends approval of the ordinance.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light gray circular stamp.

Matt Muckler, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF NEWTON OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT 1750, 1770, AND 1805 SOUTH 8TH AVENUE EAST AND 600 EAST 17TH STREET SOUTH FROM R-2: ONE- AND TWO-FAMILY AND R-4: MULTI-FAMILY RESIDENTIAL TO C-A: ARTERIAL COMMERCIAL

WHEREAS, the Planning and Zoning Commission reviewed the zoning map amendment at their August 15, 2023, regular meeting and unanimously recommend approval; and

WHEREAS, the rezoning of property located at 1750, 1770, and 1805 South 8th Avenue East and the east half of 600 East 17th Street South does not constitute spot zoning considering the contiguous connection to the northwest; and

WHEREAS, said rezoning is supported by *Newton’s Future: A Comprehensive Plan*.

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

Section 1. Zoning Classification. The zoning classification of the following described property lying, being and situated in the City of Newton, County of Jasper and State of Iowa to wit:

COMMENCING AT A POINT 322.3 FEET NORTH, AND 277.8 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE, TOWNSHIP EIGHTY NORTH, RANGE NINETEEN WEST OF THE FIFTH P.M., JASPER COUNTY, IOWA, THENCE NORTH TO THE CENTER OF THE RIGHT-OF-WAY LINE OF THE MINNEAPOLS AND ST. LOUIS RAILROAD, THENCE SOUTHEASTERLY ALONG THE CENTER OF THE RIGHT OF WAY LINE OF SAID RAILROAD TO THE NORTH RIGHT OF WAY LINE A STRIP OF LAND CONVEYED TO THE CITY OF NEWTON FOR STREET PURPOSES AND KNOWN AS SOUTH EIGHTH AVENUE EAST BY DEED DATED AUGUST 21, 1953, AND RECORDED IN BOOK 503, PAGE 348 IN THE RECORDS OF THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID STREET TO THE POINT OF BEGINNING.

AND

LOT EIGHTEEN QUAIL RIDGE PLAT III, IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED IN PLAT CABINET A, AT PAGE 478 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

is hereby established to be zoned C-A: Arterial Commercial.

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

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

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

PASSED this ____ day of _____ 2023.

APPROVED this ____ day of _____ 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

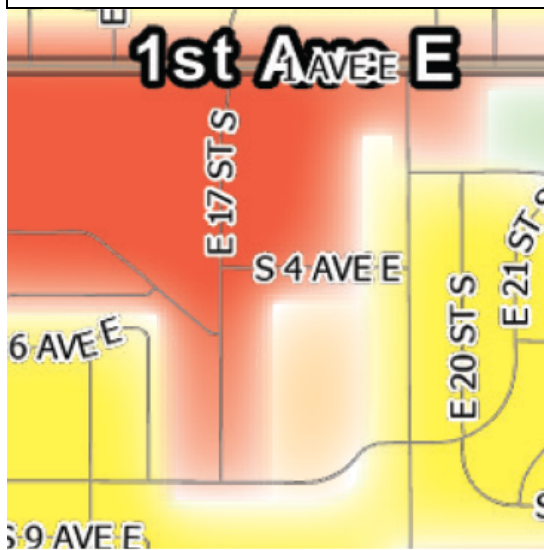
Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

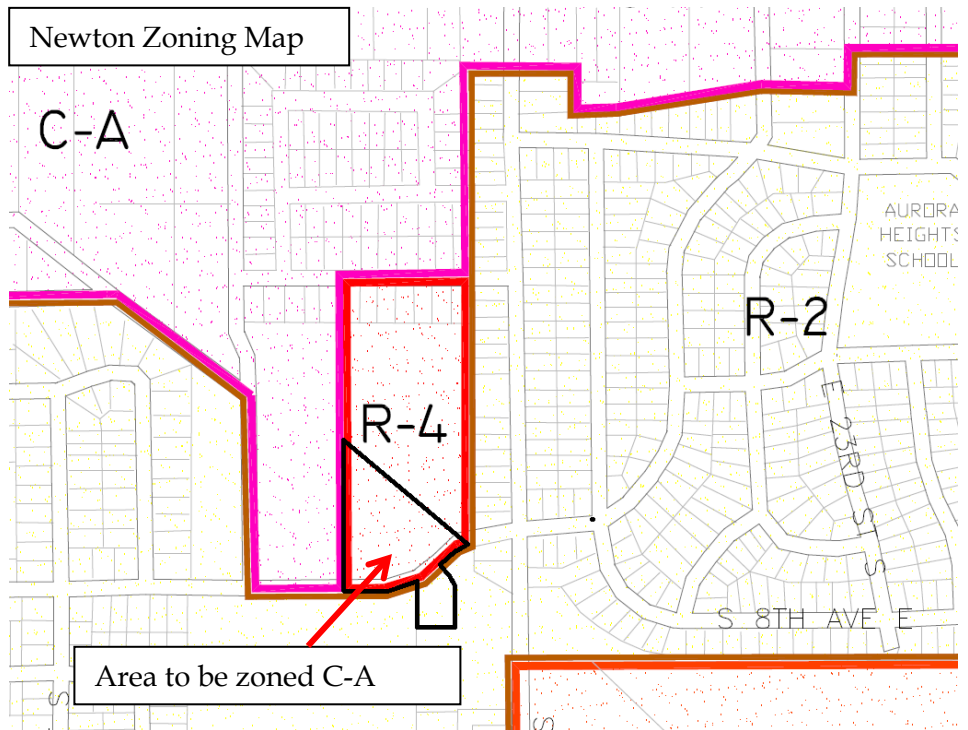
Katrina Davis, City Clerk

Comprehensive Plan Future Land Use
Concept Map



- Single-Family Residential
- Multi-Family Residential
- Commercial

Newton Zoning Map



This west part of
property already zoned
C-A (west of dashed
line)

Aerial Map



ORDINANCE NO. ____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE XV LAND USAGE, BY RESCINDING CHAPTER 159 COMMERCIAL BUSINESS/PROPERTY CODE

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

SECTION 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title XV, is hereby amended by deleting Chapter 159 Commercial Business/Property Code.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance 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 this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Signed: _____
Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Authorizing Purchase of Sensus Software (Flexnet) and Equipment for Meter Reading Technology for the Utility Billing and Utilities Department from Municipal Supply Inc

Summary:

Resolution Authorizing Purchase of Sensus Software (Flexnet) and Equipment

Financial Impact:

\$142,004 from the Water Enterprise Fund In FY24, then Software Costs of \$99,933 in FY25 thru FY28

Report Number: 2023-978**Date:**

September 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

Staff from the Utility Billing and Utility Departments have been researching companies that provide smart water meter remote read systems that would allow meter readings to be captured wirelessly. Readings are currently captured physically by going door to door and this is done by a contract with Van Wert Company. Below is an analysis and 5 year price projections for this project:

Municipal Supply/Sensus:

Base Station Towers & Repeaters:	\$ 64,500
M400 Installation & Material	\$ 35,649
5 year software fees	\$119,275
Programming Equipment	\$ 1,900
Service Management 5 Years (Shut off Valves in office)	\$ 20,613
	\$241,937

Badger/Beacon Cellular

Cell fee @ \$.73 per meter read for 5 years	\$319,740
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Van Wert Cellular Network

Annual Fee 5 years	\$ 33,495
Cell fee @ \$.715 per meter read for 5 years	\$313,270
	\$346,765

Van Wert Fixed Network

Collectors & Repeaters	\$ 77,000
Professional Services	\$118,000
Software Cloud Setup	\$ 27,000
Software Subscription Fee	\$ 25,000
5 year software fees	\$125,000
	\$372,000

Utility Equipment / Smart Earth Technologies Cellular

Pay \$300 per meter when installed (\$300 X 7,300 meters)	\$2,190,000
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Staff recommends Municipal Supply / Sensus as the top vendor for these services and have visited 2 cities that currently use the Sensus software as well as the current billing software. Both cities are

very happy with the software and the service it provides. One clear advantage that the Sensus software also has is the service management capability, in which the office can shut off water and also reconnect service without having to send 2 distribution employees to do shut off's.

In the future, staff will be bringing a separate resolution to install end points on all 7,300 meters so that readings can be sent remotely. In addition, new meters will need to be purchased and replaced in any residence and business that has outdated meters. This transition is expected to take 5 years to complete.

Recommendation:

Staff recommends approval of a resolution to purchase Sensus Software from Municipal Supply and all equipment needed to implement wireless meter readings in the amount of \$241,937 over a 5 year period.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION AUTHORIZING PURCHASE OF SENSUS SOFTWARE (FLEXNET) AND EQUIPMENT FOR METER READING TECHNOLOGY FOR THE UTILITY BILLING AND UTILITIES DEPARTMENT FROM MUNICIPAL SUPPLY INC

WHEREAS, the Utility billing department has been contracting with Van Wert Company to go door to door and read meters but Van Wert will discontinue this service on November 12, 2023; and

WHEREAS, staff has been researching smart water meter remote read systems that would allow meter readings to be captured wirelessly and reviewed 5 proposals from 4 different companies; and

WHEREAS, it has been determined that Municipal Supply Inc using the Sensus software would be the most cost effective and provide the desired increased capabilities for the Utility billing department,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa approves a resolution authorizing the purchase of Sensus Software and all equipment needed from Municipal Supply to implement wireless meter readings in the amount of \$241,937 over a 5 year period paid from the Water Enterprise Fund.

PASSED this 5th day of September 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton
Municipal Supply Inc
Sensus FlexNet Quote
5 Year Deployment
08-29-2023

M400 Base Station-City Tower	\$32,250
M400 Base Station-Landfill	\$32,250
M400 Installation/Material-City Tower	\$19,754
M400 Installation/Material-Landfill	\$15,895
1st Year Software, Training, Integration and Support	\$34,855-1000 meters
2 nd Year Software and Support	\$14,156-3000 meters
3 rd Year Software and Support	\$16,548-5000 meters
4 th Year Software and Support	\$26,461-7300 meters
5 th Year Software and Support	\$27,255-7300 meters
(2) Programming Equipment	\$1900
Service Management-To Turn off Bulk Allys	\$5100-Set-up
Service Management Year 2	\$3708
Service Management Year 3	\$3819
Service Management Year 4	\$3934
Service Management Year 5	\$4052

Software as a Service and Spectrum Lease Agreement

between

City of Newton
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Newton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

Exhibit A Software

Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name: City of Newton		
Attention To: Lisa Frasier		Name of Real Party in Interest:
Street Address: 101 W 4 St. S		City: Newton
State: Iowa	Zip: 50208	Phone: 641-792-2787
Fax: 641-792-9248		Email: Lisaf@newtongov.org

Is Customer contact information same as above? ☒ Yes ☐ No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:		Email:

3.

Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust ☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____	
--	--

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID: 42-6005040

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name: Jody Rhone	
Title: Utilities Director	
Email: Jodyr@newtongov.org	Phone: 641-792-6622

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor: Michael Hansen	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Mark Hallam	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Melissa Dalton	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Craig Trotter	☒ Yes ☐ No	☐ Yes ☒ No

Council Member: Vickie Wade	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Evelyn George	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Randy Ervin	☒ Yes ☐ No	☐ Yes ☒ No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☒ No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☒ No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Newton			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a);
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that;
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This

Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any claim of infringement by a third party, including the costs of litigation, as well as any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action", except for its obligation to indemnify Customer under Section 6.A.) shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the Software License and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information, except for any such Customer Data, other data or information comprising personally identifiable information, provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods

provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service.

Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application.

Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the self-service portal to document and track incidents.

- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between

the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into Salesforce Knowledge Base. - Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

City of Newton Council Report

**Item:**

Resolution Authorizing Purchase of an Itron AMR System and Software from the Van Wert Company for Utility Billing Meter Reading

Summary:

Resolution Authorizing Purchase of an Itron AMR System from the Van Wert Company for Utility Billing Meter Reading

Financial Impact:

\$13,180 from the Water Fund & WPC fund for a total of \$26,360.00 in FY24 with an Annual Fee of \$6,600 in Future Years

Report Number: 2023-983**Date:**

September 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

At the present time, Utility Billing has a contract with Van Wert Company to physically read meters in Newton to capture water readings each month. In FY23, total cost for this service was \$93,421. Van Wert has notified the city that they will not be providing this service in the future and has given the city a 90 day notice.

Van Wert Company has provided a quote for all software and equipment needed for the city to continue to read meters and upload the information into the billing software in the amount of \$26,360.00. This will be needed while the city is transitioning to the new Sensus software and the ability to capture readings wirelessly, as this will be done incrementally and is estimated to take 5 years to totally implement.

The City will also have an annual fee of \$6,600 in future years for software support.

Recommendation:

Staff recommends approval of a resolution authorizing the purchase of an Itron AMR System from Van Wert Company in the amount of \$26,360.00 and an annual fee going forward of \$6,600.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION AUTHORIZING PURCHASE OF AN ITRON AMR SYSTEM FROM VAN WERT COMPANY FOR UTILITY BILLING METER READING

WHEREAS, the City of Newton Utility Billing department has had a contract with Van Wert Company to physically read water meters and upload this information into the current billing software; and

WHEREAS, Van Wert Company has given the City of Newton a 90 day notice to discontinue this service; and

WHEREAS, the Van Wert Company has provided a quote for all software and equipment needed for the city to continue to read meters and upload this information into the billing software in the amount of \$26,360.00 in FY24 and an annual software of \$6,600.00 in future years,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the attached proposal purchasing the Itron AMR System from Van Wert Company in the amount of \$26,360.00 be approved and paid equally from the Water fund and the Water Pollution Control fund and an annual software fee of \$6,600.00 in future years.

PASSED this 5th day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

**VAN WERT COMPANY**

606 8th Street

Grundy Center, IA 50638

August 21, 2023

City of Newton
101 West 4th Street
Newton, IA 50208

Itron AMR System Proposal

Description	Quantity	Unit Price	Extended Price
AMR Software/Hardware			
• Itron Temetra Software - Year 1 Subscription Fee	1	\$6,600.00	\$6,600.00
• Itron Temetra Software Setup w/ Implementation and Training	1	\$6,570.00	\$6,570.00
• Honeywell CN80 Handheld Collector (includes handheld, charging base and 5 year maintenance plan)	1	\$7,900.00	\$7,900.00
• Versaprobe Touch Reader	1	\$5,290.00	\$5,290.00
AMR Software/Hardware Total			\$26,360.00

Itron Annual Maintenance Costs

- | | |
|---|------------|
| • Itron Temetra Software Annual Subscription Fee (required) | \$6,600.00 |
|---|------------|

City of Newton Council Report

**Item:**

Resolution Authorizing a Utility Meter Reader position in the Administration Department

Summary:

Resolution Authorizing a Utility Meter Reader Position in the Administration Department

Financial Impact:

Estimated Savings in the Water Fund of \$7,640 in FY24

Report Number: 2023-991**Date:**

September 5, 2023

Lead Department:

Administration

Recommendation:

Approve

Background:

At the present time, Utility Billing has a contract with Van Wert Company to physically read meters in Newton to capture water readings each month. In FY23, the total cost for this service was \$93,421. Van Wert has notified the city that they will not be providing this service in the future and has given the city a 90 day notice.

Since Van Wert will no longer be providing meter reading service, it is proposed that a Utility Meter Reader position be added in the Utility Billing office under the Administration Department. As new wireless meter reading technology is implemented, this employee will begin training in the Utility Billing office, as there is expected to be retirements of 2 long term employees in the coming few years.

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Utility Meter Reader	0	1	Range 2	Administrative Supervisor

Recommendation:

Staff recommends approval of a resolution authorizing the addition of a Utility Meter Reader position in the Utility Billing office of the Administration Department.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION AUTHORIZING A UTILITY METER READER POSITION
IN THE ADMINISTRATION DEPARTMENT**

WHEREAS, the City of Newton Utility Billing department has had a contract with Van Wert Company to physically read water meters and upload readings into the current billing software; and

WHEREAS, Van Wert Company has given the City of Newton a 90 day notice to discontinue this service; and

WHEREAS, it is proposed that a Utility Meter Reader position be added to the Utility Billing office under the Administration Department to physically capture meter readings until new wireless technology is implemented,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the request to add a Utility Meter Reader position in Range 2 in the Utility Billing office under the Administration Department is hereby approved.

PASSED this 5th day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting a Public Hearing for the Sale of City-owned property at 1011 and 1015 East 9th Street North, City of Newton, Jasper County, Iowa

Summary:

A resolution setting a public hearing to consider offers on city-owned property at 1011 and 1015 East 9th Street North.

Financial Impact:

None.

Report Number: 2023-994**Date:**

September 5, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

State of Iowa Code requires that the City Council set a time and date to hold a public hearing to consider offers for the sale of City-owned property.

This resolution sets a public hearing on October 2, 2023, during the regular City Council meeting, to consider offers on property at 1011 and 1015 East 9th Street North. Offers must be submitted to the City by 10:00 AM on September 22, 2023.

Recommendation:

Staff recommends approval of the resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 1011 AND 1015 EAST 9TH STREET NORTH, CITY OF NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 1011 and 1015 East 9th Street North, legally described as: EDMUNDSON’S ADDITION, LOT 5, BLOCK 4 AND THE EAST ½ OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE WEST, CITY OF NEWTON, JASPER COUNTY, IOWA; AND EDMUNDSON’S ADDITION, LOT 4, BLOCK 4 AND THE EAST ½ OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE WEST, CITY OF NEWTON, JASPER COUNTY, IOWA;

WHEREAS, it is necessary to hold a public hearing prior to acting upon a purchase/redevelopment agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on October 2, 2023 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on October 2, 2023, 2023, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 1011 and 1015 East 9th Street North, legally described as: EDMUNDSON’S ADDITION, LOT 5, BLOCK 4 AND THE EAST ½ OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE WEST, CITY OF NEWTON, JASPER COUNTY, IOWA; AND EDMUNDSON’S ADDITION, LOT 4, BLOCK 4 AND THE EAST ½ OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE WEST, CITY OF NEWTON, JASPER COUNTY, IOWA. Offers shall be submitted in writing by 10:00 a.m. on September 22, 2023, to the Newton Community Development Department; 403 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

Section 2: That following the Public Hearing, City Council may select the proposal which is in the best interest of the City Newton.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving Phase 3 of the Engineering Services Agreement for the Maytag Pool Play Features Improvement Project

Summary:

Approve agreement with Burbach Aquatics, Inc. for the third phase of the project's development, design, and construction.

Financial Impact:

Estimated \$75,000 (5.25% of as-bid totals plus reimburseables) to be paid from 2023 Park Bond proceeds.

Report Number: 2023-996**Date:**

September 5, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

On November 7, 2022, City Council passed Resolution 2022-303 approving Phase 1 of an Engineering Services Agreement with Burbach Aquatics of Platteville, Wisconsin for work on the Maytag Pool Play Features Improvement Project. Also, on May 1, 2023, City Council passed Resolution 2023-103 approving Phase 2 of an Engineering Services Agreement with Burbach Aquatics for work on said project. With the work approved in this phase winding down, approval is now being sought for the next needed phase of work.

This resolution seeks approval for Phase 3 (Construction Related Services Phase), allowing Burbach Aquatics to complete the next phase of work, which includes:

- Contracts
- Preconstruction meeting
- On-site observations and progress meetings
- Review of Shop Drawings
- Review and Recommend Possible Change Orders
- First-Season shut-down & winterization assistance

Should this resolution be approved, along with the award of contract for the actual construction work, Burbach will begin this next phase of activities.

Recommendation:

City staff recommends approval of this third phase of the Engineering Services Agreement with Burbach Aquatics, Inc. of Platteville, Wisconsin for the Maytag Pool Play Features Improvement Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING PHASE 3 OF THE ENGINEERING
SERVICES AGREEMENT FOR THE MAYTAG POOL PLAY
FEATURES IMPROVEMENT PROJECT**

WHEREAS, on November 7, 2022 City Council passed Resolution 2022-303 approving Phase 1 of an Engineering Services Agreement with Burbach Aquatics of Platteville, Wisconsin for work on the Maytag Pool Play Features Improvement Project; and

WHEREAS, on May 1, 2023 City Council passed Resolution 2023-103 approving Phase 2 of an Engineering Services Agreement with Burbach Aquatics for work on said project; and

WHEREAS, with the work approved in this phase winding down, approval is now being sought for the next needed phase of work; and

WHEREAS, this resolution seeks approval on Phase 3 (Construction Related Services Phase), allowing Burbach Aquatics to complete the next phase of work which includes:

- Contracts
- Preconstruction meeting
- On-site observations and progress meetings
- Review of Shop Drawings
- Review and Recommend Possible Change Orders
- First-Season shut-down & winterization assistance

; and

WHEREAS, should this resolution be approved, along with the award of contract for the actual construction work, Burbach will begin this next phase of activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Engineering Services Agreement with Burbach Aquatics, Inc. of Platteville, Wisconsin for Phase 3 work on the Maytag Pool Play Features Improvement Project is hereby approved.

BE IT FURTHER RESOLVED, that said Engineering Services Agreement – Phase 3 be signed by the Mayor on behalf of the City.

BE IT FURTHER RESOLVED, that the anticipated cost for Phase 3 construction services of \$75,000 (5.25% of as-bid totals plus reimburseables) shall be paid from 2023 Park Bond proceeds.

PASSED this _____ day of September, 2023.

APPROVED this _____ day of September, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk