Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S. or via Zoom (https://us02web.zoom.us/j/83564044015), Join zoom via phone: (call 312-626-6799 & enter ID # 83564044015), Mediacom Channels: 12/85/121.12, Website Streaming: Newtongov.org / I want to "view" Livestream of City Council Meetings.

October 18, 2021 6:00 p.m.
Newton, Iowa 50208

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

Pledge		Pledge of Allegiance
Call to Order	1.	Roll Call
Citizen Participation	2.	This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda.
Consent Agenda	3.	October 04, 2021 Regular City Council Meeting Minutes
	4.	October 11, 2021 Goal Setting Workshop Minutes
	5.	Aprove Liquor Licences for: Your Private Bar, 5 -Day License Wedding 10/22/21, Alta House Event Center, 1600 E 36th St S, License Number TBD, Class C Liquor License; Pit Stop Liquors, Renewal, LE0002050, 1324 1st Ave E, Class E Liquor License, Sunday Sales; Capitol II Theatre, Renewal, WCN000220, 116 1st St N, Class C Native Wine Permit, Living Quarters, Sunday Sales; Alta House Event Center, New, License No TBD, 1600 E 36th St S, Class C Liquor License, Sunday Sales, Outdoor Service; Love's Travel Stop #361, Renewal, BC0029110, 4400 S 22nd Ave E, Class C Beer Permit, Class B Wine Permit, Sunday Sales; Shop N Save, Renewal, LE0003589, 404 S 11th Ave W, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales
	6.	Resolution Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-08). (Council Report 21-269)
	7.	Resolution approving agreement with the property owner of 1307 W 4th St S for non-standard improvements in the City right-of-way. (Council Report 21-270)

8. Resolution awarding contract for the Demolition 2021-03 Project. (Council Report 21-271)

9. Resolution Setting a Date of Meeting at which it is proposed to approve a Development Agreement with Nehring Auto Inc., Including Annual Appropriation Tax Increment Payments. (Council Report 21-272)

10. Resolution directing the Planning and Zoning Commission to study local housing development standards and review recommendations from a citizen formed housing committee. (Council Report 21-273)

11. Approve Bills

Ordinances

12. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 15th St S. (Council Report 21-250)

    - The City received safety concerns regarding street parking in the 600-700 blk. of E 15th St S. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.
    - The Traffic Safety Committee reviewed the situation and recommends restricting parking on the west side of the street. Surveys were sent to adjacent property owners with 7 residents being in favor of the proposed changes and 1 opposed.

13. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 14th St S. (Council Report 21-251)

    - The City received safety concerns regarding street parking in the 600-700 blk. of E 14th St S. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.
    - The Traffic Safety Committee reviewed the situation and recommends restricting parking on the east side of the street. Surveys were sent to adjacent property owners with 3 residents being in favor of the proposed changes and 5 opposed.

14. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property. (Council Report 21-253)

    - Chapter 94: Public Nuisances of the City Code of Ordinances addresses numerous potential nuisance code violations, with this proposed ordinance change related to outside parking and storage of vehicles and trailers on residential property.
    - The City recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods.
    - The Planning and Zoning Commission discussed the ordinance and recommended the City explore alternative parking for semi-trucks and trailers.

- During the September 20, 2021 meeting, City Council approved an amendment to the proposed ordinance allowing semi-tractors to park on privately owned residential property for a 72 hour period on 3 days of a 7 day period while on a hard service and not continuously idling.

Resolutions

15. Resolution approving a reimbursable agreement with the Federal Aviation Administration (FAA) for costs related to the adjustment and reinstatement of the FAA's Runway End 14 visual approach slope indicators (VASI) to accommodate construction of the Newton Airport Taxiway Relocation Project. (Council Report 21-274)

    - The Airport taxiway construction project impacts the current layout of the power cabling for the FAA-owned Runway End 14 visual approach slope indicators (VASI's), and also requires the FAA to provide planning, design, review, and construction observation on all contracted work affecting their systems.
    - The FAA has presented the City with a reimbursable agreement spelling out their estimated costs for said oversight, with the agreement's estimated cost of $163,645.72 being 90% reimbursable by the FAA.
    - With approval of the FAA agreement, the City's total anticipated out-of-pocket costs (10% share) for the entire project remain unchanged from the estimated $325,865.00 in local match noted in Council Resolution 2021-134 approved on May 17, 2021.

16. Resolution approving an Exclusive Electric Vehicle Charging Services Agreement with Blink Network, LLC. (Council Report 21-275).
    - Earlier this year, City Council passed a resolution authorizing a grant application in partnership with Blink Charging Company ("Blink") for electric charging stations to be placed in the city, which was subsequently awarded by the Iowa DOT.
    - Through the grant, Blink would install and operate two (2) Level 2 Charging Stations in the Public Parking Lot at 220 N 2nd Avenue W at no charge to the City.

17. Resolution accepting a grant from the Iowa Homeland Security Grant Program and awarding the purchase of a FTIR Chemical Analyzer. (Council Report 21-276)

    - The Newton Fire Department, in partnership with Jasper County Emergency Management, provides hazardous materials response to the residents of Jasper County.
    - This equipment will provide on scene analysis of many dangerous liquids and solids and is upgradeable to provide analysis of gases. Effective use of this equipment will allow for faster and safer analysis of dangerous substances that could be encountered during a response.

18. Resolution Approving Storm Sewer Agreement with Vernon Company. (Council Report 21-277).

    - The Vernon Company has a need to expand their building footprint over the top of an existing storm sewer. This storm sewer is 25 feet deep and it would be cost prohibitive to dig up and relocate.
    - The proposed alternative is to connect to the existing storm sewer at a junction further south of the building/sewer conflict and install a new storm sewer. Since the Vernon Company has existing storm water drains

tied into the existing deep storm sewer, this storm sewer could be left in place and become part of the Vernon Companies private storm sewer system.

- The proposed agreement would be for the City to pay up to one-third of the cost to Iowa Pipe and Grading to install the new public storm sewer, not to exceed $21,981.67.

19. Resolution adopting the 2021 - 2023 Council Goals for the City of Newton. (Council Report 20-278)

- The City of Newton Goal Setting Process takes place every year. It is an opportunity for elected officials to communicate to staff which projects they consider to be the highest priority projects. These priorities are then used to create a budget proposal for Council consideration and guide City staff in developing a five-year Capital Improvement Plan (CIP)

Staff Report

20. Fire Department Annual Report – Fire Chief Jarrod Wellik

Mayor/Council Comments

21.

Adjourn

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

REGULAR CITY COUNCIL MEETING MINUTES
OCTOBER 04, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Trotter, Mullan. Absent: Ervin.

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

2. Mayor Hansen proclaimed Fire Prevention Week - October 3-9, 2021.

Bev Price, Co-Chair, Citizen Housing Discussion Group presented on housing development standards and the citizen group that is meeting to determine desirable/undesirable developments with the purpose of providing input to the City Council. Desirable elements that were presented include more greenspace, larger setbacks, wider streets, landscaping, unique home designs, and sidewalks on both sides of the street.

During citizen participation, Jerry Chandler, 1011 W 8th St N, inquired about abandoned houses and permits. Lonnie Appleby, 506 W 16 St N, announced that he would encourage citizens to write him in as Mayor.

Moved by Trotter, seconded by Mullan to approve consent agenda items 5-11.

5. September 20, 2021 Regular City Council Meeting Minutes
6. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-07). Resolution 2021-247 adopted
7. Resolution approving a 28E agreement with the State of Iowa Alcoholic Beverage Division Supporting the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY21. Resolution 2021-248 adopted
8. Resolution awarding the purchase and installation of Stryker power cots and power loads. Resolution 2021-249 adopted
9. Resolution accepting completion of the Newton Parks Baseball Infield Improvements Project. Resolution 2021-250 adopted
10. Resolution directing sidewalk repairs at 217 N 2nd Ave W. Resolution 2021-251 adopted
11. Approve Bills

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

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 521 South 4th Avenue West in Newton, Iowa. There were no written comments. Moved by Stonner, seconded by George, to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed. Moved by George, seconded by Stonner to adopt the resolution. AYES: Five. NAYS: None. Resolution 2021-252 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting purchase and a redevelopment agreement for 900 South 5th Avenue East & 1106 South 5th Avenue East in Newton, and a Resolution accepting purchase and redevelopment agreement for 200 East 8th Street North. There were no written comments. Moved by Trotter, seconded by Hallam, to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed.

Moved by Hallam, seconded by Goerge to adopt the Resolution accepting purchase and a redevelopment agreement for 900 South 5th Avenue East & 1106 South 5th Avenue East in Newton. AYES: Five. NAYS: None. Resolution 2021-253 adopted.

Moved by George, seconded by Hallam to adopt the Resolution accepting purchase and redevelopment agreement for 200 East 8th Street North. AYES: Five. NAYS: None. Resolution 2021-254 adopted.

Moved by Mullan, seconded by Stonner to approve the Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference”, to make changes to street parking in the 600-700 blk. of E 15th St S. AYES: Five. NAYS: None. Second Consideration was approved.

Moved by Hallam, seconded by George to approve the Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference”, to make changes to street parking in the 600-700 blk. of E 14th St S. AYES: Five. NAYS: None. Second Consideration was approved.

Moved by George, seconded by Hallam to approve the Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference”, to make changes to street parking in the 1200-1400 blk. of S 6th Ave E. Mark Kirk, 1214 S 6th Ave E; William Morris, 1210 S 6th Ave E; Cindy Gray 1220 S 6th Ave E. all spoke in opposition of the ordinance. AYES: Three. Nays: Trotter, Mullan. Second Consideration failed.

The Mayor announced, with no objection to postpone agenda item 20; Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property.

Moved by George, seconded by Trotter to adopt the Resolution expressing intent to enter into a development agreement and to provide economic development support to Catalyst Development Newton, LLC. AYES: Five. NAYS: None. Resolution 2021-255 adopted.

Moved by Trotter, seconded by Hallam to adopt Resolution authorizing the City of Newton to apply for a Downtown Housing Grant with Iowa Economic Development Authority. AYES: Five. NAYS: None. Resolution 2021-256 adopted.

Moved by Mullan, seconded by George to adopt Resolution to contract the installation of the emergency generator at the Newton YMCA. AYES: Five. NAYS: None. Resolution 2021-257 adopted.

Moved by Trotter, seconded by Stonner to adopt Resolution approving economic development local business support grant program agreement with Nehring Auto, Inc. for 1800 1st Avenue East. AYES: Five. NAYS: None. Resolution 2021-258 adopted.

Moved by George, seconded by Stonner to adopt Resolution authorizing the filing of 657A.10A petition for abandoned property at 229 East 24th Street North, Newton. AYES: Five. NAYS: None. Resolution 2021-259 adopted.

Moved by Hallam, seconded by Stonner to adopt Resolution approving an agreement with Parkview Animal Hospital for animal shelter services. AYES: Five. NAYS: None. Resolution 2021-260 adopted.

Moved by Stonner, seconded by Trotter to adopt Resolution approving the purchase of 10 new golf cars for Westwood Golf Course. AYES: Five. NAYS: None. Resolution 2021-261 adopted.

Moved by George, seconded by Stonner to adopt Resolution to Include the Newton Public Library Foundation and the Newton Friends of the Library as Discretely Presented Component Units in the FY21 Audit and All Future Audits. AYES: Five. NAYS: None. Resolution 2021-262 adopted.

Police Chief, Rob Burdess presented on Homelessness, Mental Health, Substance Use Disorders and Property Crime.

During Mayor/Council comments Hallam indicated that a representative with Main Street America gave Newton accolades on their success.

Moved by Trotter, seconded by Stoner to adjourn the meeting at 8:11 P.M. Motion unanimously carried by voice vote.

_____
Michael L. Hansen, Mayor

_____
Katrina Davis, City Clerk

GOAL SETTING WORKSHOP MINUTES
OCTOBER 11, 2021, 6:00 PM
CITY HALL COUNCIL CHAMBERS

The City Council of Newton, Iowa met in special session at 6:00 pm, on the above date at the Newton Arboretum and Botanical Gardens, 3000 N 4th Ave E., Newton, Iowa 50208. Mayor Hansen presided. Present: Council Members Hallam, George, Ervin, Trotter, Mullan. Absent: Stonner.

Matt Muckler, City Administrator and Katrina Davis, Administrative Service Manager/City Clerk reviewed the goal setting process. Erin Chamber, Community Development Director presented a Comprehensive Plan overview. Brian Laube, Community Services Manager presented on the CIP. Muckler provided a recap of the FY 20-22 goals and briefed Council on the proposed FY 21-23 goals. Discussion ensued.

Council selected their top funding Goals and a top list for Goals less than $20,000 which will come back to Council as a list for approval.

Moved by Trotter, seconded by George to adjourn the meeting at 7:33 PM. Motion unanimously carried by voice vote.

_____
Michael L. Hansen, Mayor

_____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-08).

Report Number: 21-269

Date:
October 18, 2021

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

Lead Department:
Community Services

Recommendation:
Approve

Financial Impact:
Cost Recovery: $4,575.27

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

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

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS (SCHEDULE NO. 21-08)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 21-08: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 21-08: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 21-08: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 21-08: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

Schedule 21-08: 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
Farrell Properties Inc	827428004	806 E 9th St N	Newton	$46,660	$2,670.40	$75.00	$2,745.40	EDMUNDSON'S ADD LOT 8 BLK 17	8/16/2021
James Webster	834302005	313 S 6th Ave W	Newton	$81,590	$84.84	$75.00	$159.84	E M CALDWELL'S ADD W 58.46' LOT 3 & E 4.73' LOT 4 BLK 2	8/19/2021
Linda Rice	835402011	514 E 20th St S	Newton	$110,550	$60.00	$75.00	$135.00	AURORA HEIGHTS SD LOT 11 BLK E	8/25/2021
RC Homes LLC	827477009	901 N 6th Ave E	Newton	$53,570	$60.00	$100.00	$160.00	LONG'S SD LOT 21	8/25/2021
Amber Hull	827409015	818 N 9th Ave E	Newton	$39,280	$90.00	$100.00	$190.00	EDMUNDSON'S ADD E 1/2 LOT 5 BLK 11	9/2/2021
Paul Berry	836176008	104 Iowa Speedway Dr	Newton	$131,350	$840.03	$75.00	$915.03	W 175' OF N 306' SE NW	8/30/2021
Allen Majors	834327004	518 E 2nd St S	Newton	$124,220	$60.00	$75.00	$135.00	CLAUSSEN'S SD LOT 4 BLK 2	9/9/2021
Dean Patterson	833178017	1203 Monroe Drive	Newton	$97,890	$60.00	$75.00	$135.00	HOLMES' SD N 30' LOT 2 & ALL LOT 3 BLK 5 EX HIWAY	9/13/2021
						Total	$4,575.27		

City of Newton Council Report

Item:
Resolution approving agreement with the property owner of 1307 W 4th St S for non-standard improvements in the City right-of-way.

Summary:
Allow construction of a retaining wall in City right-of-way.

Financial Impact:
None.

Report Number: 21-270

Date:
October 18, 2021

Lead Department:
Public Works

Recommendation:
Approve

Background:
The owners of the property at 1307 W 4th St S have constructed a short retaining wall along both sides of their recently reconstructed driveway approach.

Current City of Newton specifications do not specifically allow the construction of retaining walls perpendicular to City streets and sidewalks. The owners of the property have agreed to the City's non-standard use agreement with conditions including, but not limited to, the removal of the retaining wall should it become a nuisance in the future.

If the City accepts the agreement, the owners will be committed to the terms of the agreement and the standards contained within.

Recommendation:
City staff recommends approval of the agreement with the property owners for the non-standard improvements in City right-of-way.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION APPROVING AGREEMENT WITH THE PROPERTY OWNER OF 1307 W 4TH ST S FOR NON-STANDARD IMPROVEMENTS IN THE CITY RIGHT-OF-WAY

WHEREAS, the owner of the property at 1307 W 4th St S has constructed a short retaining wall along both sides of their recently reconstructed driveway approach; and

WHEREAS, although current City of Newton specifications do not specifically allow the construction of retaining walls perpendicular to City streets and sidewalks; the owner of the property has agreed to the City's non-standard use agreement with conditions including, by not limited to, the removal of the retaining wall should it become a nuisance in the future; and

WHEREAS, if the City accepts the agreement, the owner will be committed to the terms of the agreement and the standards contained within.

NOW, THEREFORE, BE IT RESOLVED, that the non-standard use agreement between the City of Newton and Michael A. & Staci R. Bird is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the non-standard use agreement between the City of Newton and said owners is to be signed by the Mayor and City Clerk on behalf of the City, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute the said non-standard use agreement with the owner.

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PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

Prepared By: Joe Grife – City of Newton Community Services Department
Taxpayer: Michael A. & Staci R. Bird
Legal Description: Lot "C" of the Northeast Fractional Quarter of the Northeast Quarter of Section 4, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book D at page 62 in the office of the Recorder of said County, EXCEPT tract conveyed to the State of Iowa by deed recorded in Book 567 at page 321 in the office of the Recorder of said County, and EXCEPT the West 280 feet of said Lot.
Parcel No: 1304230014

AGREEMENT BETWEEN CITY OF NEWTON AND PROPERTY OWNERS DESIRING NON-STANDARD IMPROVEMENTS IN CITY RIGHT-OF-WAY

The City of Newton, Iowa, a municipal corporation under the laws of the State of Iowa, hereinafter called "City," and the following named property owner(s):

hereinafter called "Owner(s)," hereby agree as follows:

1. Owner(s) own the following described property, hereinafter called "property":

Address:

Legal Description:

2. Owners desire to install, construct, repair or replace non-standard improvements in City right-of-way adjacent to said property. "Non-standard improvement" is defined as:

> "An improvement which shall include but not be limited to a Sidewalk Patio in the Public Right-of-Way; brick, patterned concrete, concrete pavers and other similar materials installed within City right-of-way for pedestrian sidewalk and driveway purposes, including borders on portland cement concrete sidewalks or driveway. Also included in this definition are paved driveways installed within City right-of-way that are not constructed to the dimensions, materials, or other requirements as specified in the City of Newton's current driveway standard details and specifications."

The non-standard improvements owners and/or tenant(s) wish to make in the City right-of-way are described as follows:

Retaining wall along north and south sides of driveway.

3. For and in consideration of City's permission to complete said non-standard improvements, Owner(s) agree to the conditions specified hereinafter and agree to undertake all of the responsibilities specified hereinafter.

4. City reserves and maintains all right to use and occupy the right-of-way area proposed to be the site of said non-standard improvements, including but not limited to the right to install streets, sidewalks, street signage and utilities. In the event that said non-standard improvements are subsequently damaged, displaced or destroyed by City's or City's franchised utilities use and occupancy of City's right-of-way, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City.

5. Owner(s) shall be responsible for normal periodic maintenance of said non-standard improvements, at Owner(s) cost. In the event any non-standard improvements become a nuisance, becomes damaged by accident or act of God, interferes or impedes the installation or maintenance of street, sidewalk, street signage, utilities or any other public works, or in any other way violates the Newton City Code or Code of Iowa, City shall give written notice to Owner(s) of the corrective or removal action required, and if Owner(s) fail or refuse to take such corrective action within ten (10) days, City reserves and maintains the right to remove said non-standard improvements. Under emergency circumstances or when public safety is endangered, City or any utility franchised by City may take immediate corrective or removal action without notice to Owner(s). In either event, Owner(s) shall not be entitled to make any claim for damages whatsoever as a consequence of such action by City or by any utility franchised by City, and City shall maintain right to recover costs of corrective or removal action by billing Owner or, if costs remain unpaid, by certifying the costs of such corrective or removal action to the County Assessor and County Treasurer for collection against Owner(s) property in the same manner as property taxes.

6. Owner(s) further agree to indemnify, defend and hold City harmless from any and all claims by third parties, City's employees, agents and subcontractors, and all employees, agents, assignees, subcontractors or licensees of Owner(s), arising directly or indirectly out of placement, maintenance, or use of non-standard improvements

7. Owner(s) agree to construct, maintain, and remove non-standard improvement in accordance with the terms of this agreement and in conformance with the following:

8. This agreement shall be a covenant running with Owner(s) land, and shall expire **99 years** form the date of approval by the City of Newton.

Owner

Owner

STATE OF IOWA :
:ss
JASPER COUNTY:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa
(Typed Name)_____
My Commission Expires:_____

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

CITY OF NEWTON

Dated:_____

By:_____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF IOWA :
:ss
JASPER COUNTY:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(Printed Name)_____
Notary Public in and for the State of Iowa
My Commission Expires:_____

City of Newton Council Report

Item:
Resolution awarding contract for the Demolition 2021-03 Project.

Report Number: 21-271

Date:
October 18, 2021

Summary:
Award of contract to complete abatement & demolition work at 411 N 2nd Ave E, 514 S 3rd Ave E, and 616 W 4th St S.

Lead Department:
Community Services

Recommendation:
Approve

Financial Impact:
$74,900.05 from the Dangerous and Dilapidated (D&D) Building Program funds.

Background:
Curb appeal continues to be a focus of the City per the recommendations of the adopted comprehensive plan, Newton's Future. Abating dangerous buildings within the City is one way to improve the aesthetics of Newton neighborhoods.

The City acquired 411 N 2nd Ave E, 514 S 3rd Ave E, and 616 W 4th St S with the intent to demolish the structures on these properties through the Dangerous and Dilapidated Program. The Community Services Department prepared plans and specifications for the proposed Demolition 2021-03 Project that included abatement and demolition at all properties. The following bids were received and opened on October 12, 2021:

Howe Excavating – Newton, Iowa	$74,900.05
J. Pettiecord – Bondurant, Iowa	$96,999.00
Lanphier Excavating – Reasnor, Iowa	$100,781.00

The apparent low bidder is Howe Excavating of Newton, Iowa. City staff's cost estimate for this project was $90,000.00. The completion date for the project is December 31, 2021. $74,900.05 in Dangerous and Dilapidated Building Program funds will be used to pay for the abatement and demolition work at both properties.

Recommendation:
City Staff recommends that Council award the project to Howe Excavating of Newton, Iowa in the amount of $74,900.05.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION AWARDING CONTRACT
FOR THE DEMOLITION 2021-03 PROJECT

WHEREAS, the City of Newton acquired 411 N 2nd Ave E, 514 S 3rd Ave E, and 616 W 4th St S with the intent to demolish the structures on these properties through the Dangerous and Dilapidated Program; and

WHEREAS, the City of Newton Community Services Department prepared abatement and demolition plans and specifications for the Demolition 2021-03 Project, and put said project out to bid; and

WHEREAS, City staff recommends that the City of Newton award a contract to Howe Excavating of Newton, Iowa for the Demolition 2021-03 Project based on the low responsive, responsible bid received in the amount of $74,900.05.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Howe Excavating of Newton, Iowa, in the amount of Seventy-Four Thousand, Nine Hundred Dollars and Five Cents ($74,900.05) for the Demolition 2021-03 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 Howe Excavating of Newton, Iowa for the Demolition 2021-03 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 Dangerous and Dilapidated Building Program funds to pay for the abatement and demolition work at all properties.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Council Report

Item: A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nehring Auto Inc., Including Annual Appropriation Tax Increment Payments

Summary: Setting a public hearing to act upon a development agreement for 1800 1st Avenue East

Financial Impact:
No Financial Impact, only sets a Public Hearing

Report Number: 21-272

Date: October 18, 2021

Lead Department:
Community Development

Recommendation:
Approval

Background:

The City Council of the City of Newton Iowa has established the First Avenue East Urban Renewal Area, which creates a mechanism to assist economic development projects in targeted areas.

Nehring Auto, Inc. is improving their building at 1800 First Avenue East and seeks assistance from the City in the form of a tax rebate. This resolution sets the date and time for City Council to hold a public hearing and take action on the development agreement for with Nehring Auto, Inc.

Recommendation:

Staff recommends approval of the Resolution setting a public hearing for a development agreement.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nehring Auto Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Newton, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 1st Avenue East Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Nehring Auto Inc. (the "Company") in connection with the redevelopment of an existing building by the Company for use in its business operations in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed $15,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 1, 2021, at 6:00 o'clock p.m., at the City Hall Council Chambers in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH NEHRING AUTO INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Newton, Iowa, will meet at the City Hall Council Chambers on November 1, 2021, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Nehring Auto Inc. (the "Company") in connection with the redevelopment of an existing building by the Company for use in its business operations in the 1st Avenue East Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding $15,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the 1st Avenue East Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Newton, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Katrina Davis
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 18, 2021.

Michael L. Hansen, Mayor

Attest:

Katrina Davis, City Clerk

• • • •

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the "City") and Nehring Auto Inc. (the "Company") as of the ___ day of _____, 2021 (the "Commencement Date").

WHEREAS, the City has established the 1st Avenue East Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has undertaken the redevelopment of an existing building (the "Project") for use in its business operations on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property is $_____; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project. The Company agrees to undertake the Project on the Property. The Company agrees that the Project will minimally include the improvements (the "Required Improvements") as set forth on Exhibit B hereto. The Company agrees to construct the Project, including the Required Improvements, in substantial conformance with the City's zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2021.

The Company agrees to use the completed Project in its business operations throughout the Term (as hereinafter defined) of this Agreement (the "Business Operations Requirement").

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. Ownership of Property; Use of Project; Developer's Annual Report. The Developer agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 1 during the Term (as hereinafter defined) commencing October 1, 2022, demonstrating that (i) the Business Operations Requirement is being met; and (ii) the Developer owns the Property, including the Project. The Developer agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report. The first Annual Report submitted by the Developer shall also include documentation demonstrating, to the satisfaction of the City, that the Developer has completed the Required Improvements.

3. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the improvements to be constructed thereon, at not less than Two Hundred Five Thousand Dollars ($205,000) (the "Minimum Assessed Valuation") as of January 1, 2022 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompletion of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

4. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

5. No Abatement; No Property Tax Exemption. The Company agrees that it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

6. Property Tax Payment Certification. For purposes of this Agreement, "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth through Sixth Payment Years	80%
Seventh through Tenth Payment Years	50%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2022, an amount (the "Company's Estimate") equal to the estimated

Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D.

The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jasper County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.6.

7. <u>Insurance</u>.

(a) The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Property and the completed Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

(i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, completed operations when substantially completed and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than $2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(iii) Workers compensation insurance, with statutory coverage limited to employees of the Company.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies.

Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Company, or its successors or assigns, agrees to notify the City promptly in the case of damage exceeding $250,000 in amount, or destruction of the Project resulting from fire or other casualty. Furthermore, the Company agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section to the restoration and improvement of the Property and/or the Project.

8. Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following, except to the extent caused by the negligent acts or omissions of the City, its officers, employees and departments:

a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project.

b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company is required to insure against under this Agreement in connection with the Project and/or the Property; and

c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

9. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.

II. Failure by the Company to maintain compliance with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.

III. Failure by the Company to fully and timely remit payment of property taxes when due and owing.

IV. Failure by the Company to enter into the Assessment Agreement.

V. Failure by the Company to maintain compliance with Sections A.2, A.5, A.6, A.7, and A.8 of this Agreement.

VI. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

II. Withhold the Payments provided for under Section B.1 below.

10. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) $3,500 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed $15,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

Payments will be made on June 1 of each fiscal year following an affirmative appropriation decision as provided under section B.2 below, beginning on June 1, 2024 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2033.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2024, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2022) provided, however, that no Payment shall exceed an amount which represents the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Jasper County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2033 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law**. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

NEHRING AUTO INC.

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa bearing Jasper County Property Tax Parcel Identification Number 0835133022.

EXHIBIT B
REQUIRED IMPROVEMENTS

1. Concrete Parking Lot – A concrete parking lot will be constructed, which will cover all the area west of the building with exception of a small strip of gravel parking area along the western border of the property, on which new gravel will be added.
2. Siding – New metal siding on all walls with the exception of the northeast block wall. Metal siding will be 29 gauge siliconized polyester colored metal, white on top with a matching color on the lower 3 feet of the walls.
3. Windows & Doors – Remove and replace two windows on the west side of the building, one window on the southeast side of the building. Wrap all windows and doors with white aluminum (three walk-in doors, four overhead doors and three windows).
4. Gutters – Remove and replace with 6" commercial gutters and downspouts. Color to match siding.
5. Demolition Work – The old light posts/planters along 1st Avenue side of the property must be removed.

EXHIBIT C
MINIMUM ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:
Erin Chambers, Community Development Director, City of Newton, Iowa, 403 W 4th St N, Suite 501, Newton, IA, 50208; Phone: 641-792-6622 Ext: 2301

City:
City of Newton, Iowa

Property Owner:
Nehring Auto Inc.

Legal Description:

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ___ day of _____, 2021, by and among the City of Newton, Iowa (the "City"), Nehring Auto Inc. (the "Property Owner"), and the County Assessor of Jasper County, Iowa (the "Assessor").

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the "Property"), which is located in the 1st Avenue East Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the redevelopment of an existing building on the Property ("the Project") for use in its business operations; and

WHEREAS, a development agreement (the "Development Agreement"), dated _____, 2021, has been executed between the City and the Property Owner in connection with the Property Owner's investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2022, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2022, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Two Hundred Five Thousand Dollars ($205,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1 above shall become and remain effective as of January 1, 2022, and throughout the term of this Agreement, regardless of the actual degree of completion or incompletion of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review

of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

5. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2021) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Jasper County Recorder, along with a copy of Iowa Code Section 403.6.

7. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

NEHRING AUTO INC.

By: _____

STATE OF IOWA)
) SS:
JASPER COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Michael Hansen and Katrina Davis, the Mayor and City Clerk, respectively, of Newton, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

_____
Notary Public

STATE OF IOWA)
) SS:
JASPER COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____ the _____ of Nehring Auto Inc., a _____ corporation.

_____
Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Two Hundred Five Thousand Dollars ($205,000) until termination of the Agreement.

_____

County Assessor for Jasper County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2021.

_____

Notary Public

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ the _____ of _____.

_____
Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

EXHIBIT C

COMPANY'S ESTIMATE WORKSHEET

(1) Date of Preparation: October _____, 20____.

(2) Assessed Taxable Valuation of Property as of January 1, 20_____:

$_____.

(3) Base Taxable Valuation of Property:

$_____.

(4) Incremental Taxable Valuation of Property (2 minus 3):

$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

$_____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

$_____ x $_____/1000 = $_____ (the "TIF Estimate")

(7) TIF Estimate ($_____ x Annual Percentage = Company's Estimate ($_____).

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth through Sixth Payment Years	80%
Seventh through Tenth Payment Years	50%

City of Newton Council Report

Item: Resolution directing the Planning and Zoning Commission to study local housing development standards and review recommendations from a citizen formed housing committee.

Summary: A group of citizens have been meeting to discuss desired housing styles and development outcomes for the community. This resolution directs Planning and Zoning Commission to study the matter further.

Financial Impact: No Change

Report Number: 21-273

Date: October 18, 2021

Lead Department: Community Development Department

Recommendation: Approve

A group of citizens have been meeting to discuss desired housing styles and development outcomes for the community. On October 4, 2021, a representative of this citizen housing group presented their concerns, their likes/dislikes for new development, and their ideas for possible changes to City standards and codes.

This resolution formally directs the Planning and Zoning Commission to begin studying the matter. It further requests the Planning and Zoning Commission to provide a recommendation to the Newton City Council at the conclusion for their study and review.

Recommendation: Staff recommends approval of the resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION DIRECTING THE PLANNING AND ZONING COMMISSION TO STUDY LOCAL HOUSING DEVELOPMENT STANDARDS AND REVIEW RECOMMENDATIONS FROM A CITIZEN FORMED HOUSING COMMITTEE

WHEREAS, a citizen housing study committee formed and presented concerns and ideas to the Newton City Council at the regular City Council meeting on October 4, 2021, and

WHEREAS, the Planning and Zoning Commission is the body which reviews and provides recommendations to the Newton City Council on land use planning and zoning matters;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the Planning and Zoning Commission is hereby directed to study local housing development standards and review recommendations presented to the Newton City Council on October 4, 2021;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning and Zoning Commission is hereby requested to provide a recommendation to the Newton City Council at the conclusion of their study and review.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
(Seal) Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Disbursements 10-19-21

Vendor	Department	Description	Amount
461 Response	Fire	Service	$ 280.00
Acushnet Company	Golf	Merchandise	$ 1,672.39
Alliant Energy/IPL	Disaster Services	Utilities	$ 43.56
Amazon Capital Services	All	Supplies	$ 1,142.24
Armstrong, Craig	Economic Development	Reimbursement	$ 153.44
Bituminous Materials & Supply	Street	Supplies	$ 674.75
Bolton & Menk Inc	Street	Service	$ 640.00
Bound Tree Medical LLC	Fire	Supplies	$ 1,822.67
Brick Gentry P.C.	All	Service	$ 12,790.00
Burdess, Rob	Police	Reimbursement	$ 174.72
Cappy's Tire & Auto Service	Golf	Service	$ 95.50
Card Services	All	Service	$ 7,763.94
Carolina Software	Landfill	Service	$ 500.00
Central Iowa Distributing Inc	Water Pollution Control	Supplies	$ 1,387.00
Central Salt	Snow Removal	Supplies	$ 23,183.18
Cintas	All	Service	$ 443.72
CMI Inc	Police	Service	$ 267.45
Computer Resource Specialists	Administration	Service	$ 787.50
Coventry Healthcare of Iowa INC	Fire	Reimbursement	$ 398.55
D & K Products	Parks	Supplies	$ 1,054.53
Danko Emergency Equipment	Fire	Supplies	$ 73.01
Davis Equipment Corp	Golf	Supplies	$ 250.04
Des Moines Stamp Mfg	Economic Development	Supplies	$ 32.90
DH Pace Company	Fire	Service	$ 544.05
Diamond Products Co	Parks	Supplies	$ 161.52
Dinges Fire Company	Fire	Equipment	$ 2,350.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	$ 1,783.77
Earl May Nursery & Garden	Parks	Supplies	$ 90.93
Eastern Iowa Tire - Des Moines	Street	Supplies	$ 9,892.36
EZ Lease	Fire/WPC	Service	$ 245.01
Forbes Office Solutions	All	Service	$ 609.80
Formed Plastics Inc	Traffic Control	Supplies	$ 2,113.23
Forterra	Storm Water	Supplies	$ 1,343.40
Fox Engineering	Water Pollution Control	Service	$ 42,975.00
Galls LLC	Fire	Supplies	$ 182.33
Gregg Young Auto Center	Police	Service	$ 447.64
Ground Breaker Homes LLC	Private Incentives	Reimbursement	$ 2,785.87
Hawkins Water Treatment	Water Pollution Control	Supplies	$ 1,489.50
Hewitt Service Center	Water Pollution Control	Supplies	$ 245.00
Hillyard / Des Moines	Fire	Supplies	$ 468.81
HLW Engineering Group	Landfill	Service	$ 2,575.00
Home Depot Pro	Landfill	Supplies	$ 46.64
Housby Heavy Equipment LLC	City Garage	Supplies	$ 1,626.63
Hy-Vee Inc	Fire	Supplies	$ 65.41
IAWEA	Water Pollution Control	Training	$ 150.00

IMWCA	All	Insurance	$ 43,727.67
Iowa Inspections	Fire	Services	$ 1,800.00
Iowa Law Enforcement Academy	Police	Training	$ 200.00
Iowa League of Cities	Finance	Training	$ 100.00
Iowa One Call	Engineering/WPC	Service	$ 387.00
Iowa State University	Snow Removal	Training	$ 260.00
J & M Roofing & Maintenance	Airport	Service	$ 365.00
Jasper County Homeland Security	Fire	Service	$ 22,881.00
JETCO Inc	Water Pollution Control	Supplies	$ 326.00
Johnson Aviation	Airport	Reimbursement	$ 48.14
Key Cooperative	All	Supplies	$ 11,203.44
Keystone Labs	Landfill	Service	$ 6,748.79
Lanphier Excavating LLC	1st Ave E TIF	Service	$ 11,407.15
Lyman, Rick	Police	Service	$ 1,151.83
Machin, Ed	Water Pollution Control	Service	$ 1,080.00
Magnum Automotive	Fire	Service	$ 178.43
Mahaska Bottling Co	Golf	Concessions	$ 472.00
Manatts - D.M.	All	Supplies	$ 1,872.91
Marlow White -Military	Fire	Supplies	$ 636.85
Marsden Bldg Maintenance	City Center	Service	$ 2,425.25
Maxim Advertising	Administration/Police	Supplies	$ 282.00
McCall Monument	Cemetery	Supplies	$ 100.00
Metro Waste Authority	Landfill	Service	$ 8,192.10
MG Laundry Corporation	City Center/Fire	Service	$ 113.20
MTI Distributing Inc	Parks	Supplies	$ 290.60
NAPA Auto Parts	All	Supplies	$ 1,093.37
News Printing Company	All	Service	$ 1,044.29
Newton Apparel	Fire	Supplies	$ 735.00
Newton Rotary	Economic Development	Dues	$ 660.00
NoBoxIz	North Central TIF	Service	$ 3,800.00
Office Depot	Golf/Parks	Supplies	$ 102.73
O'Reilly Auto Parts	Cemetery/Fire/Parks	Supplies	$ 65.63
Osborne, Garrett	Police	Training	$ 687.68
Otto Law Firm	Finance	Service	$ 506.25
Parkview Animal Hospital	Animal Control	Service	$ 1,476.66
Pole Painting Plus Inc	North Central TIF	Service	$ 20,900.00
Portner, Brad	Housing Demo/Parks	Service	$ 590.00
POS Paper	Police	Supplies	$ 57.90
Premier Office Equipment	Police	Service	$ 359.40
Priority Sanitation	Golf/Parks	Service	$ 300.00
Quill Corporation	City Center/Executive/Police	Supplies	$ 150.24
Ray, Randy	Parks/SSMID District	Service	$ 2,215.00
Riggs Printing Inc	Public Works Administration	Supplies	$ 15.00
Rockmount	Parks	Supplies	$ 344.74
Ronfeldt, James	Fire	Reimbursement	$ 350.00
Shuck-Britson Inc	Street	Service	$ 931.00
Smith Quality Rental	Fire	Service	$ 260.52
Spahn & Rose Lumber Co	All	Supplies	$ 3,733.28
Sprayer Specialties Inc	Parks	Supplies	$ 783.42

State Steel of Des Moines	Street	Supplies	$ 999.00
Suprtec Novelties LLC	Parks	Supplies	$ 469.66
Theisen's	All	Supplies	$ 821.24
Tifosi Optics Inc	Golf	Merchandise	$ 162.00
TK Elevator	City Center	Service	$ 198.65
Tour edge	Golf	Merchandise	$ 285.10
Town & Country Wholesale Co	Golf	Concessions	$ 619.47
Truck Equipment	Parks	Equipment	$ 8,310.00
True Value Hardware	All	Supplies	$ 454.64
Two Rivers Cooperative	All	Supplies	$ 5,547.96
United Healthcare	Fire	Reimbursement	$ 10.37
United States Cellular	Library	Utilities	$ 501.85
UnityPoint Health	Police	Service	$ 25.00
Unplugged Wireless Communications LLC	Fire	Supplies	$ 150.00
USABlueBook	Water Pollution Control	Supplies	$ 105.00
Van Maanen Electric Inc	Parks	Service	$ 712.50
Van Wall Equipment	City Garage/Golf	Service	$ 2,678.87
Water Department	All	Utilities	$ 11,851.60
Zimco Supply Company	Cemetery	Supplies	$ 800.00
Total			**$ 319,937.37**

Pre-Authorized Payments

Alliant Energy	All	Utilities	$ 54,640.59
AT & T Mobility	Police	Utilities	$ 854.98
Black Hills Energy	All	Utilities	$ 534.80
Dewey Ford - Reso 2021-120	Community Development	Equipment	$ 22,801.55
Doll Distributing	Golf	Concessions	$ 563.60
Ex Nihilo LLC - Reso 2021-091	North Central TIF	Grant	$ 15,630.00
Ground Braker Homes - Reso 2021-235	Private Incentives	Reimbursement	$ 50,000.00
Hy-Vee	Golf	Concessions	$ 263.47
Iowa Beverage Systems	Golf	Concessions	$ 184.80
MetLife SBC	Fire	Insurance	$ 1,492.29
Nehring Auto Inc - Reso 2021-258	East Mart TIF	Grant	$ 20,000.00
Stivers Ford - Reso 2021-042	Police	Equipment	$ 65,792.00
Water Department	All	Utilities	$ 279.43
Windstream	All	Utilities	$ 1,574.78
Total			**$ 234,612.29**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	$ 17,160.00
Great Southern Bank	All	Insurance	$ 330.00
Bank Iowa	All	Insurance	$ 6,600.00
Kabel	All	Insurance	$ 50.00
Payroll 9-30-21	All	Payroll	$ 427,057.20
Great Southern Bank	Golf	Fees	$ 1,521.31
Total			**$ 452,718.51**

City of Newton Council Report

Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 15th St S

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

Financial Impact: None

Report Number: 21-250

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:
The City received safety concerns from citizens regarding street parking along the section of roadway described below. These complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and still allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 600-700 blocks of E 15th St S are 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on west side from S 6th Ave E – S 8th Ave E

Surveys describing the recommended changes were sent to the adjacent property owners along E 15th St S. Surveys were returned with seven (7) residents agreeing with the recommended changes and one (1) opposing the recommended changes.

Recommendation:
Staff recommends approval of the ordinance amendment to restrict parking on the west side in the 600-700 blk. of E 15th St S.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 600-700 BLOCK OF EAST FIFTEENTH STREET SOUTH.

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

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

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

STREETS, SOUTHEAST QUADRANT

East Fifteenth Street South.

"No Parking Anytime".

West side from South ~~Ninth~~ Sixth Avenue East, south to South Thirteenth Avenue East.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2021.

_____
Katrina Davis, City Clerk

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

604 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

707 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

This is a excellent idea & much needed!

606 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

ABSOLUTELY NEEDED. THANK YOU!
Carol Fleckenger

608 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

607 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

610 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

700 E 15th St S

Parking Survey—E 15th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of E 15th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Yes please. There are times I can't hardly get out or into my driveway because of vehicles across the street and one each side of my driveway. Especially with snow! Thank You!

708 E 15th St S

City of Newton Council Report

Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 blk. of E 14th St S

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

Financial Impact: None

Report Number: 21-251

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:
The City received safety concerns from citizens regarding street parking along the section of roadway described below. These complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and still allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 600-700 blocks of E 14th St S are 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on east side from S 6th Ave E – S 8th Ave E

Surveys describing the recommended changes were sent to the adjacent property owners along E 14th St S. Surveys were returned with three (3) residents agreeing with the recommended changes and five (5) opposing the recommended changes.

Recommendation:
Staff recommends approval of the ordinance amendment to restrict parking on the east side in the 600-700 blk. of E 14th St S.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 600-700 BLOCK OF EAST FOURTEENTH STREET SOUTH.

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

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

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

STREETS, SOUTHEAST QUADRANT

East Fourteenth Street South.

"No Parking Anytime".

West side from South Eight Avenue East south to South thirteenth Avenue East.

East side from South Sixth Avenue East south to South Eight Avenue East

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2021.

_____
Katrina Davis, City Clerk

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

1400 S 8th Ave E

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

Newton has bigger issues to worry about than where to park. Drugs, theft — not parking.

707 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

I've lived in my home for over 20 yrs and I don't see a problem at all. Sometimes during holidays and family celebrations cars park on both sides but that's the exception, not the norm and occurs all over town in those times.

700 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

More families park on the east side. It would be more beneficial to restrict parking on the west side.

610 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

S/B restricted to parking on the West side, that's where they all park now. Don't want it on East side. won't be able to see down the street to get out of our drive.

705 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

yes, wonderful idea!

604 E 14th St S

A lot of young kids hard to see w/ cars on both sides

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

609 E 14th St S

Parking Survey—E 14th St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the east side of E 14th St S in the 600-700 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☑

I oppose the proposed parking changes ☐

Comments from Resident at

703 E 14th St S

City of Newton Council Report

Item:
An ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property.

Report Number: 21-253

Date:
October 4, 2021

Summary:
The proposed code revisions include changes and additions to applicable code sections addressing outside parking and storage of vehicles and trailers on residential property.

Lead Department:
Police Department

Recommendation:
Approve

Financial Impact:
none

Background:
Chapter 94: Public Nuisances of the City Code of Ordinances addresses numerous potential nuisance code violations. This proposed ordinance change is related to outside parking and storage of vehicles and trailers on residential property. The revisions noted below are recommended by the City Attorney and City staff following a review of said Chapter 94.

Said proposed revisions include:

- Deleting the definition of a fifth-wheel trailer, and refining the definition of a trailer.

- Defining prohibited vehicles which shall not be parked or stored in residential areas:
    - Dump trucks, construction equipment, semi-trailers, semi-tractors, semi-tractor-trailer combinations, and any other similar vehicles/units;
    - Unlicensed commercial vehicles;
    - Trailers used for over-the-road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials;
    - Trailers used primarily for storage.

- Spelling out the purpose of this code section as to regulate outdoor parking and/or storage within the City. The City recognizes that property owners may own or store personal vehicles, recreational vehicles and certain trailers for their personal use. The City also recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial vehicles or equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods. Such vehicles:
    - Obstruct views on streets and private property;

- Create cluttered and otherwise unsightly areas;
- Prevent full use of residential streets for residential parking;
- Impair the free flow of traffic on residential streets;
- Decrease adjoining landowners and occupants enjoyment of their property and neighborhood; and/or
- Otherwise adversely affects property values and neighborhood patterns.

Planning and Zoning Commission Review and Recommendation
The proposed changes to the nuisance code were discussed by the Planning and Zoning Commission at their June and July meetings. Minutes of those meetings is attached for review. The final motion and recommendation from the Planning and Zoning Commission are as follows:

> *Motion* by Johnson to recommend denial of both Zoning and Nuisance code amendments, thus disallowing semi-tractor parking in residential zoning districts in Newton and in support of the previously submitted code amendments from the City Attorney to clear up any discrepancies within the nuisance code requirements and additionally to direct the City to explore additional parking alternatives for local long-haul drivers to park their trucks and trailers and possibly their personal vehicles, *seconded* by G. Berndt. Approved 5-0.

City Council Amendment to Proposed Ordinance
During the City Council meeting on September 20, 2021, a majority of members of the Newton City Council voted in favor of amending the proposed ordinance to allow semi-tractors to be parked on privately owned residential properties for a 72-hour period as evidenced by the observance of a semi-tractor on the property in excess of any three consecutive days in a seven-day period. The semi-tractor must be parked on hard surface and not be allowed to continuously idle.

Changes were made to the original proposed ordinance to reflect the amendments.

Recommendation:
None

Matt Muckler
City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE IX, CHAPTER 94: PUBLIC NUISANCES, REVISIONS AND/OR ADDITIONS RELATED TO OUTSIDE PARKING AND STORAGE OF VEHICLES AND TRAILERS ON RESIDENTIAL PROPERTY.

SECTION 1. Purpose. Revisions to applicable code sections addressing roll-off dumpsters, outdoor furniture, shipping and storage containers, trailer and commercial vehicle parking, serving of nuisance violations, emergency abatements, and installment payment amounts are all proposed.

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

SECTION 1. Title IX, Chapter 94 is hereby amended by adding or ~~deleting~~ the following:

§ 94.03 OUTSIDE PARKING AND STORAGE.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-WEATHER SURFACE.

(a) An asphalt, Portland cement concrete, turf blocks or brick pavers of sufficient thickness to adequately support motor vehicles. Gravel is a permitted all-weather surface if it is at least three inches thick, free of all weeds for the entirety of the surface and contained on the owner's property in such a manner that it does not spread across any property line.

(b) No more than 50% of the front yard setback(s) on a property may be covered with an all-weather surface. This provision, however, shall not prevent the construction of hard surface paving to access the garage(s) for multiple attached dwellings, provided the design is approved through the site plan review process. Driveways exceeding 50% of the front yard setback(s) of any lot prior to the adoption of this chapter are exempt provided no additional surface area is added.

(c) No more than 60% of the total lot area on a residential property may be covered with an all-weather surface and/or building footprint. This limitation shall not apply to residential developments that have been constructed in accordance with an approved site plan. Residential properties exceeding 60% of the total maximum lot coverage requirement prior to the adoption of this regulation shall be allowed to remain, but no additional coverage is permitted.

~~*FIFTH-WHEEL TRAVEL TRAILER*. A type of travel trailer which is towed by a pickup by a connecting device known as a fifth wheel. However, this type of travel trailer may have an overall length which shall not exceed 40 feet.~~

FRONT YARD AREA. Defined in § 94.01 of this chapter.

MOTORHOME. A motor vehicle designed as an integral unit to be used as a conveyance upon the public streets and highways and for use as a temporary or recreational dwelling.

MOTOR VEHICLE. Any motor vehicle as defined in Iowa Code § 321.1, including the following:

(a) Motorized bicycle;

(b) Motorcycle; and

(c) All-terrain vehicles.

OUTSIDE. Defined in § 94.01 of this chapter.

PROHIBITED VEHICLES. The following vehicles shall not be permitted to be stored or parked in a residential zone or residentially zoned district:

(a) Dump trucks, construction equipment, semi-trailers, ~~semi-tractors~~, semi-tractor-trailer combinations, and any other similar vehicles/units;

(b) Unlicensed commercial vehicles;

(c) Trailers used for over-the-road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials;

(d) Trailers used primarily for storage.

SIDE YARD CORNER LOTS. Defined in § 94.01 of this chapter.

TRAILER. Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that only tongue weights rests upon the towing vehicle. ~~TRAILERS not included in this definition shall include:~~

~~(a) Those normally used for over-the-road hauling (designed to be pulled by a semi-tractor) of liquids, gases, livestock, fuel, refrigerated foods, materials, vehicles, construction equipment, or other products or materials.~~

~~(b) Trailers being used primarily for the storage.~~

TRAVEL TRAILER. A vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed to permit the vehicle to be used as a place of human habitation by one or more persons. Said vehicle may be up to eight feet six inches in width and its overall length shall not exceed 40 feet in width and its overall length shall not exceed 40 feet. Such vehicle shall be customarily or ordinarily used for vacation or recreational purposes and may not be used unless in authorized campgrounds.

(B) Purpose. The purpose of this article is to regulate outdoor parking and/or storage within the City. The City recognizes that property owners may own or store personal vehicles, recreational vehicles and certain trailers for their personal use. The City also recognizes that property owners may own a business or work for a business that allows them to bring a company vehicle home, however large commercial vehicles or equipment in residential areas has detrimental and blighting impacts upon the residential quality and character of such neighborhoods. Such vehicles:

(1) Obstruct views on streets and private property;

(2) Create cluttered and otherwise unsightly areas;

(3) Prevent full use of residential streets for residential parking;

(4) Impair the free flow of traffic on residential streets;

(5) Decrease adjoining landowners and occupants enjoyment of their property and neighborhood; and/or

(6) Otherwise adversely affects property values and neighborhood patterns.

(C) *Declaration of nuisance.* The outside parking and storage on property used for residential purposes and/or residentially zoned property of (i) Prohibited Vehicles, and (ii) vehicles, watercraft, trailers, materials, supplies or equipment not customarily used for residential purposes, ~~or~~ (iii) ~~any motor vehicle which requires a commercial driver's license (CDL) to operate on public roadways, in violation of the requirements set forth below~~ is declared to be a public nuisance. ~~because it:~~

~~(1) Obstructs views on streets and private property;~~

~~(2) Creates cluttered and otherwise unsightly areas;~~

~~(3) Prevents full use of residential streets for residential parking;~~

~~(4) Decreases adjoining landowners and occupants enjoyment of their property and neighborhood; and/or~~

~~(5) Otherwise adversely affects property values and neighborhood patterns.~~

(D) ~~(C)~~ *Unlawful parking and storage.*

(1) No person may place, store or allow the placement or storage of ice fish houses, skateboard ramps or other similar non-permanent structures outside continuously for longer than 24 hours in the front yard area or side yard corner lots on property used for residential purposes and/or on residentially zoned property.

(2) No person shall cause, undertake, permit or allow the outside parking and storage of vehicles on property used for residential purposes and/or on residentially zoned property unless it complies with the following requirements.

(a) Vehicles which are parked or stored must be on an all-weather surface.

(b) The owner of a vehicle parked in the front yard or side yard of a corner lot that is not on an all-weather surface shall be prima facie liable for the violation. The violation is enforceable with a parking ticket, with rates as set by resolution of the City Council.

(c) Parking or storing of watercraft, T~~t~~railers, Travel Trailers or M~~m~~otorhomes upon privately-owned property is prohibited unless parked upon an all-weather surface in accordance with division (A) of this section.

(d) Parking or storing of semi-tractors upon privately-owned property is prohibited unless parked on an all-weather surface in accordance with division (A) of this section. Semi-tractors shall not be allowed to continuously idle while parked on privately-owned property. Parking is limited to a 72-hour time period and shall be evidenced by the observance of a semi-tractor parked on privately-owned property in excess of any three consecutive days in a seven-day period.

(e)(~~d~~) Storing of watercraft, M~~m~~otorhomes, T~~t~~railers, or Travel Trailers is prohibited in the public right-of-way. Storage shall be evidenced by the observance of the watercraft, Motorhome, Trailer, or Travel T~~t~~railer parked on any public right-of-way on any three days within a seven-day period.

(f)(~~e~~) Storing and keeping of junk watercraft, Trailers, Travel T~~t~~railers or M~~m~~otorhomes is prohibited. Junk units exhibit one or more of the following conditions: broken or loose parts, flat tire(s), unsecured or damaged tarps, units filled with junk/garbage, inoperable, habitat to vermin, covered with natural growths, not registered/licensed, or otherwise unsafe for road travel.

(E) (~~D~~) *Exceptions.* The prohibitions of this section shall not apply to the following:

(1) Any motor truck, pickup truck or similar vehicle being used by a public utility, moving company or similar company, which is actually being used to serve a residence not belonging to or occupied by the operator of the vehicle;

(2) Any vehicle which is actually making a pickup or delivery at the location where it is parked. Parking for any period of time beyond the period of time reasonably necessary to make such pickup or delivery is not excepted;

(3) Lawful non-conforming and permitted uses; or

(4) Agriculturally used properties greater than five acres in size or agriculturally zoned properties.

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

APPROVED this _____ day of _____, 2021.

PASSED this _____ day of _____, 2021.

(SEAL)

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa, on the _____ day of _____, 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 approving a reimbursable agreement with the Federal Aviation Administration (FAA) for costs related to the adjustment and reinstatement of the FAA's Runway End 14 visual approach slope indicators (VASI) to accommodate construction of the Newton Airport Taxiway Relocation Project.

Report Number: 21-274

Date:
October 18, 2021

Lead Department:
Community Services

Summary:
Approval of an agreement with the FAA for their internal planning, design, review, and construction observation of contracted work affecting FAA-owned facilities at the Newton Airport.

Recommendation:
Approve

Financial Impact:
The agreement's estimated cost of $163,645.72 is part of the project's overall 90% FAA share and 10% local match, leaving this portion of the City's $16,364.57 cost share to be paid from the proposed FY-23 General Fund Bonds and remaining 2019-A bond funds. This agreement's out-of-pocket costs are not new, as they were included in the total project out-of-pocket costs listed in Resolution 2021-134 approved on May 17, 2021.

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

On May 17, 2021 City Council approved Resolution 2021-134 which approved an application for FAA funding assistance for this project, along with awarding a contract for the actual construction work contingent upon receipt of said assistance. That resolution stated that the City's 10% local match on all project costs (design, engineering, construction, and anticipated additional FAA fees including localizer flight check, FAA field observation, & misc. utility adjustments) will be $325,865.00; and said out-of-pocket cost will be paid from the proposed FY-23 General Fund Bonds as shown in the recently approved Capital Improvement Plan (CIP), along with $23,378 in remaining 2019-A bond funds.

The taxiway construction project impacts the current layout of the power cabling for the FAA-owned Runway End 14 visual approach slope indicators (VASI's). This project, and its effects on the VASI's; also requires the FAA to provide planning, design, review, and construction observation on all contracted work affecting their systems. Because of this, the FAA has presented the City with a reimbursable agreement spelling out their estimated costs for this oversight. The agreement's estimated cost of $163,645.72 is part of the taxiway project's overall 90% FAA share and 10% local match, leaving this portion of the City's $16,364.57 cost share to be paid from the proposed FY-23 General Fund Bonds and remaining 2019-A bond funds. This agreement's out-of-pocket costs are not new, as they were included in the total project out-of-pocket costs listed in said Resolution 2021-134 noted above.

The agreement, once approved, requires an upfront payment of 100% of the FAA's estimated costs. Once this payment is made, the City's project engineer will prepare a reimbursement application for 90% of said payment, of which staff will submit to the FAA for reimbursement in a very short time frame.

Recommendation:
City Staff recommends that Council approve this resolution to enter into a reimbursable agreement with the Federal Aviation Administration (FAA) for costs related to the planning, design, review, and construction observation on the adjustment and reinstatement of the FAA's Runway End 14 visual approach slope indicators (VASI).

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION APPROVING A REIMBURSABLE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR COSTS RELATED TO THE ADJUSTMENT AND REINSTATEMENT OF THE FAA'S RUNWAY END 14 VISUAL APPROACH SLOPE INDICATORS (VASI) TO ACCOMMODATE CONSTRUCTION OF THE NEWTON AIRPORT TAXIWAY RELOCATION PROJECT.

WHEREAS, the taxiway relocation project at the Newton Airport was identified in the Airport Improvement Plan as a project needing to be completed; as the old, deteriorating taxiway at the north end of the airfield does not meet current FAA geometry requirements; and

WHEREAS, on May 17, 2021 City Council approved Resolution 2021-134 which approved an application for FAA funding assistance for this project, along with awarding a contract for the actual construction work contingent upon receipt of said assistance; and

WHEREAS, the taxiway construction project impacts the current layout of the power cabling for the FAA-owned Runway End 14 visual approach slope indicators (VASI's), and also requires the FAA to provide planning, design, review, and construction observation on all contracted work affecting their systems; and

WHEREAS, the FAA has presented the City with a reimbursable agreement spelling out their estimated costs for said oversight, with the agreement's estimated cost of $163,645.72 being 90% reimbursable by the FAA; and

WHEREAS, said agreement requires an upfront payment of 100% of the FAA's estimated costs, which will be followed by City staff submitting a reimbursement application to the FAA for reimbursement of 90% of said costs; and

WHEREAS, with approval of the FAA agreement, the City's total anticipated out-of-pocket costs (10% share) for the entire project remain unchanged from the estimated $325,865.00 in local match noted in said Resolution 2021-134.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that reimbursable agreement no. AJW-FN-CSA-21-CE-004312 is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said reimbursable agreement no. AJW-FN-CSA-21-CE-004312 with the FAA.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that prepayment of the agreement's entire total estimated cost of one hundred sixty-three thousand, six hundred forty-five dollars and seventy-two cents ($163,645.72) shall be made to the Federal Aviation Administration at the same time as the submittal of the signed reimbursable agreement.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the City's 10% local match estimated at $16,364.57 will be paid from the proposed FY-23 General Fund Bonds, remaining 2019-A bond funds, or a combination of both.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF NEWTON
NEWTON MUNICIPAL AIRPORT-EARL JOHNSON FIELD
NEWTON, IOWA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Newton (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Newton.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6) and 31 U.S. Code § 6505 – Intergovernmental Cooperation Act. It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform full technical and/or engineering support, design, and construction services to support the Sponsor's taxiway reconstruction at Newton Municipal Airport (TNU), Iowa project. The project involves reconstruction of approximately 1,500' of parallel taxiway to a runway separation distance of 400' to meet FAA standards. This includes removal of the existing portion of the taxiway, construction of a new taxiway and regrading of the area between the runway and new taxiway. Grading will require the power cables to the Runway 14 VASI (TNU) to be replaced, and significant paving and grading improvements are within the Runway 32 (MGX) Localizer and Glideslope

Critical Area which will require the Localizer and Glideslope to be removed from service. A Flight inspection will be required to all affected return FAA systems to service. The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. If required, the FAA and the Sponsor will enter into a separate agreement to outline additional work beyond the scope of this Agreement. FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during a FAA moratorium. Therefore, this Agreement is titled:

Newton, Iowa, (TNU) – Taxiway Reconstruction impacting FAA Runway 14 Visual Approach Slope Indicator (VASI) and Runway 32 Localizer (MGX).

B. The FAA will perform the following activities:

Engineering:

1. Provide engineering support starting no earlier than October 4, 2021.
2. Provide all technical assistance necessary to ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
3. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
4. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
5. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.
6. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
7. Complete environmental due diligence documentation for FAA F&E facilities that are associated with this project, as applicable.
8. Develop disposal plan for excessing FAA equipment impacted by Sponsor's project.

9. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.
10. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% design plans submission. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.
11. No work may begin that affects FAA facilities until the design plans and specifications are final and approved by the FAA.

Construction/Installation:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Locate and mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
3. Provide Resident Engineering (RE) oversight for the Sponsor's construction effort, advise Sponsor regarding FAA requirements, and inspect infrastructure being accepted by the FAA**.** The FAA will provide RE oversight starting no earlier than April 4, 2022. No work will be accepted unless performed under the oversight of the FAA RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:
    a. Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
    b. Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities.
    c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
    d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
    e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project. Reports are for FAA internal use only and will not be provided to the sponsor.

f. Ensure compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.

g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.

The RE does NOT have authority to:

a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.

b. Act as the contractor's foreman or perform any other duties for the contractor.

c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.

d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

4. A Technical Onsite Representative (TOR) will be available as necessary and available per Agency guidelines during installation, tune up, checkout, optimizing, and flight inspection activities of the project to inspect the installation and observe the establishment of FAA facilities per FAA Orders and specifications.

5. Provide access to impacted FAA facilities.

6. Execute the following activities for the listed FAA facility(ies) and geographic area(s):

a. The FAA will provide a Resident Engineer (RE) to oversee engineering/construction oversight for Sponsor to replace power cables for Runway 14 VASI.
b. Electronically locate and physically mark all FAA power and control cables in the areas affected by the Sponsor's construction.
c. The FAA will provide Technical Operations personnel to perform power disconnection and reconnection at the VASI facility. Technical Operations will also oversee and direct the temporary outage and service restoration of the existing VASI and associated equipment on Runway 14.
d. The FAA will provide all ORM and coordination requirements of the loss of services during the disconnection of old power cables and the reconnection of new power cables.
e. The FAA will provide oversight during the grading around the Runway 32 LOC (MGX) and GS critical area to protect the equipment from damage.
Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that

affects FAA systems or equipment. The FAA will conduct 50%, 90% and 100% reviews. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the preliminary 90% design plans submission. The Sponsor's design plans and specifications are not final until the FAA NavAids Engineering Center (AJW-2C14H), Matt Sibert, has notified the Sponsor in writing that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications. No work may begin that affects FAA facilities until the design plans and specifications are final.

f. Arrange and conduct all flight inspections to restore FAA systems to service.

C. The Sponsor will perform the following activities:

Engineering:

1. Provide funding for all activities outlined in this Agreement.
2. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment and infrastructure. The performance of these activities will include the RWY 14 VASI and RWY 32 LOC and any underground infrastructure impacted by the Sponsor's project.
3. Develop the plans and specifications for the construction of the facilities and the space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes, but is not limited to: Protection of the existing VASI, protection of or regrading within the LOC and GS critical area, protection and/or replacement of existing underground infrastructure.
4. Provide the FAA copies of the proposed grading plan showing the contours and site-grading profile information and all critical areas for navigation, surveillance and weather systems, such as ILS signal-forming areas, for use during facility any required siting evaluation. If required, once facilities have been sighted in accordance with FAA siting criteria, specifications, the sponsor will provide finished grading plans (including the latitude/longitude coordinates of centerline points and elevations to within 3 inches of final grade) 18 months prior to the expected return to service of final locations.
5. Provide a schedule of engineering deliverables when the design packages will be available for FAA review. FAA review will start no earlier than October 4, 2021. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% design plans submission.

6. Provide funding for any mandatory upgrades or modifications to any FAA facility impacted by the Sponsor's project. An example of a required modification is safety-related improvements when a facility is "grandfathered" (i.e., allowed to operate under the original design but required to be compliant with current standards).
7. Coordinate schedule and construction sequencing plan with the FAA NavAids Engineering Center (AJW-2C14H, Matt Sibert), before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Agreement, and updated monthly or as soon as changes occur, including the following tasks:
    a. Construction bid
    b. Construction award
    c. Construction start
    d. Construction complete
    e. Overall construction sequencing schedule, to include FAA facilities
    f. Runway/Taxiway service available dates
    g. Dates when FAA is to assume ownership for work on buried infrastructure
    h. Dates when flight checks of each FAA-owned NAVAIDS are requested
    i. Date when ILS critical areas and image forming areas will be graded to within 3" of final grade.
8. Provide to the FAA in hard-copy format six (6) sets of 11" x 17", (½ size) and six (6) sets of full American National Standards Institute (ANSI) size "D" and three (3) hard copies of the specifications and one (1) electronic copy using "Micro Station" of the complete and finalized design drawings and specifications for the FAA's coordination and review at the agreed-upon design phases. Within 21 working days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA NAVAIDS Engineering Center Manager (AJW-2C14H), Matt Sibert a written response to each of the FAA's comments, suggestions, and requirements. The 100% design plans and specifications are not final until the FAA NAVAIDS Engineering Center Manager (AJW-2C14H), Matt Sibert, has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications.
9. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 days after FAA approval of the 100% drawings. The complete/finalized project

drawings and plans and specifications shall be sent to the Engineering Services address listed in this section.

10. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the projects construction. Before starting any construction, provide to the FAA in hard-copy format six (3) sets of 11" x 17", (½ size) and six (6) sets of full American National Standards Institute (ANSI) size "D" and three (3) hard copies of the specifications and one (1) electronic copy using "Micro Station" of the complete and finalized design drawings and specifications for the FAA's coordination and review at the agreed-upon design phases.

    FAA NAVAIDS Engineering Center – Kansas City, AJW-2C14H
    ATTN: Matt Sibert, Manager
    FAA Center Regional Office
    901 Locust St
    Kansas City, MO 64106-2325
    816-329-3536
    matt.sibert@faa.gov

11. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor
12. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website under the Forms section. This form may also be used to notify the FAA of any changes to the project schedule.

13. Provide a copy of the submitted FAA Form 6000-26 to the FAA ES POC outlined in this section.
14. Sponsor shall work with the FAA Airports Region/District Office and submit NRA or NR airspace cases for temporary and permanent locations of all buildings and equipment to be placed on the airfield as well as required Airspace cases showing information regarding construction vehicles and equipment during each phase of the project to include all trenching operation locations, truck routes, contractor staging areas, cranes, etc. Sponsor shall respond to all NR/NRA case reviewer questions and comply with all reviewer comments. A "determination letter" must be received and reviewed by the FAA ADO before any construction can begin. Airspace cases can be submitted online via https://oeaaa.faa.gov

Construction/Installation:

1. Provide funding for all activities outlined in this Agreement;

2. Execute the following activities for the listed FAA facility(ies) and geographic area(s):

    a. For RWY 14 VASI, replace power cables per approved FAA drawings and specifications. Final connections to equipment shall be done by FAA personnel.
    b. For RWY 14 VASI and RWY 32 LOC (MGX), protect any identified buried FAA cable or infrastructure. This includes hand digging or hydro excavating within 20 feet of any FAA cable or equipment.
    c. Test any existing copper cables prior to cutting/splicing the impacted cables. Reference FAA order JO 6000.204, Maintenance of National Airspace System (NAS) Telecommunications Services, for copper cables. These tests will baseline the condition of the existing cables

3. Provide the following detailed schedules:

    a. Construction – The sponsor will provide a detailed schedule of all activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall be phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the right to renegotiate the agreement.

    b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.

4. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.

5. Verify marked FAA power and control cables by hand digging, or hydro excavation, at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards. Any trenching or construction excavation within 20 feet horizontally of a marked FAA power or control cable that will remain in use must be accomplished via hand digging or other approved method until the cable has been uncovered.

6. In the case of a cut cable, the sponsor will immediately replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand hole/man hole for proper racking and tags, as well as grounding and terminations.

7. Provide copies of all critical shop drawings, as required.

8. Provide all appropriate documentation on make/models numbers and manuals on all systems, equipment, and items installed as required.

9. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no-less-than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

   Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA. No moratorium waivers will be approved. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions.

10. Provide to the FAA final project plans and specifications as soon as they are issued. The complete/finalized project plans and specifications shall be provided to the FAA no later than 60 days prior to the start of the construction project. The complete/finalized project drawings and plans and specifications shall be sent to the NAVAIDs Engineering Center address. No work may be performed that affects any FAA systems or facilities until copies of the final

drawings are fully approved, signed, and returned to the Sponsor. Advise the FAA of any proposed changes before and during construction.

11. Notify Matt Sibert, NAVAIDS Construction/Installation Center Manager and can be reached at (816) 329-3536 or via email at matt.sibert@faa.gov, at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.** The FAA will provide RE oversight starting no earlier than April 4, 2022.

12. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.

13. For any items completed by the FAA, the Sponsor will pay the FAA in advance.

14. Provide the FAA unencumbered access to all site areas impacting FAA facilities.

15. Ensure its Contractor maintains an adequate inspection system and performs work in accordance with the requirements of this Agreement. The Sponsor's contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

16. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.

17. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 30 calendar days after the CAI/JAI. If exceptions are not corrected within 30 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out. If the Sponsor's contractor corrects these exceptions, the Sponsor will be

responsible for payment to the contractor(s). If the FAA corrects these exceptions, the FAA will be reimbursed by the Sponsor.

18. If required, establish or modify electrical service for any FAA facilities, equipment and systems incorporated in this project and pay for any one-time costs incurred. Also, the Sponsor shall pay any recurring utility charges until the project is completed and accepted by the FAA. The Sponsor must notify the FAA at the end of the project and provide the following essential information, so that FAA can initiate the transfer of the electrical service account:

    a. Name, address, and phone number of local electrical service supplier;
    b. Service address, meter number, and account number; and
    c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges.

19. If required, through a separate Reimbursable Agreement, the Sponsor will pay the FAA for utility (telco and power) and depot support for the remainder of the governmental fiscal year, plus the next fiscal year following the facility commissioning date into the National Airspace System; a period up to 24 months when FAA is to take over a non-federal navigational facility.

20. Provide the FAA three (3) sets of ANSI size “D” of "As-Built" drawings of the construction phase in hard copy format and one (1) set in electronic file, using Micro Station. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the “As-Built” drawings within 30 days of completion of the project, as required by this Agreement, the FAA will complete the “As-Built” drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

21. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

22. The Sponsor’s design and construction shall be completed in accordance with all FAA, state, and local requirements

D. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is 1/6/2020 and the grant number is: AIP 3-19-0065-017. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Brad Urey is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4029 or via email at brad.urey@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Central Service Area, NAVAIDS Construction/Installation Center will perform the scope of work included in this Agreement. Matt Sibert is the NAVAIDS Construction/Installation Center Manager and liaison with the Sponsor and can be reached at (816) 329-3536 or via email at matt.sibert@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

City of Newton
Attn: Brian Laube, Community Services Director
403 W. 4th Street N. S
Newton, Iowa, 50208
(641) 792-6622
brianl@newtongov.org

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering for implementation - Planning & Design	$49,937.69
WB4030 Environmental & OSH Compliance - Assessment	$8,164.20
WB4050 Construct Sites - Plant Construction	$10,438.84
WB4070 JAI, Commissioning & Closeout Equipment	$5,182.85
Labor Subtotal	$73,723.58
Labor Overhead	$11,672.90
Total Labor	**$85,396.48**
Non-Labor	
WB4020-WB4080 Travel	$4,955.00
WB4020 Engineering for implementation - Drafting	$7,000.00
WB4050 Construct Sites - Site Prep & Construction	$40,000.00
WB4060 Install and Checkout - Flight Inspection	$15,498.00
WB4070 Commissioning & Closeout Equipment - JAI	$5,000.00
Non-Labor Subtotal	$72,453.00
Non-Labor Overhead	$5,796.24
Total Non-Labor	**$78,249.24**
TOTAL ESTIMATED COST	**$163,645.72**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

   FAA payment remittance address using USPS or overnight method is:

   Federal Aviation Administration
   Reimbursable Receipts Team
   800 Independence Ave S.W.
   Attn: Rm 612A
   Washington D.C. 20591
   Telephone: (202) 267-1307

   The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

   City of Newton
   Attn: Brian Laube, Community Services Director
   403 W. 4th Street N. S
   Newton, Iowa, 50208
   (641) 792-6622
   brianl@newtongov.org

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation

will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF NEWTON**	
SIGNATURE		SIGNATURE	
NAME		NAME	
TITLE	Contracting Officer	TITLE	
DATE		DATE	

City of Newton Council Report

Item: Resolution approving an Exclusive Electric Vehicle Charging Services Agreement with Blink Network, LLC.

Summary: City Council passed a resolution authorizing a grant application in partnership with Blink Charging Company ("Blink") for electric charging stations to be placed in the city, which was subsequently awarded by the Iowa DOT. Through the grant, Blink's parent company, Blink Network, LLC, would install and operate two (2) Level 2 Charging Stations in the Public Parking Lot at 220 N 2nd Avenue W at no charge to the City. The resolution approves the agreement between the City and Blink.

Financial Impact: None.

Report Number: 21-275

Date: October 18, 2021

Lead Department: Community Development Department

Recommendation: Approve.

Background: Automobile manufacturers and new automotive technology companies are investing in the development and promotion of electric vehicles, which are expected to become more prevalent in the coming years. As a continuing result of the Volkswagen Clean Air Act Settlements, the Iowa DOT announced a second round of the Zero Emission (Electric) Vehicle equipment program to further build out the charging equipment infrastructure network in the state. Last February, Council approved Resolution No. 2021-033, authorizing Blink Charging Company of Miami Beach, Florida (Blink") to submit an application for a grant to construct and operate Level 2 Community Chargers in Newton, which was subsequently awarded to Blink by the Iowa DOT.

Blink's parent company, Blink Network, LLC, would install and operate two (2) Level Two Charging Stations in the Public Parking Lot at 220 N 2nd Avenue W. The attached agreement (between the City of Newton and Blink) specifies an initial nine (9) year term, with two (2) nine (9) year renewal periods, and details a revenue sharing formula that will pay five percent (5%) of net revenue to the City. Staff and the City Attorney reviewed the agreement, which has been modified to address all staff and City Attorney comments.

Recommendation: City Staff recommends approval of the Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 - _____

RESOLUTION APPROVING AN EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT WITH BLINK NETWORK, LLC

WHEREAS, Volkswagen of America reached a settlement with the Federal Environmental Protection Agency to provide a trust fund to foster development of infrastructure supporting Zero Emission (electric) Vehicles; and

WHEREAS, a portion of the Volkswagen Settlement trust funds have been allocated to the State of Iowa for a competitive grant program administered by the Iowa Department of Transportation; and

WHEREAS, legacy automobile manufacturers and new automotive technology companies are investing billions of dollars into the development and promotion of Electric Vehicles, which will increasingly be adopted by Newton's citizens and visitors alike; and

WHEREAS, Council approved Resolution 2021-033 which authorized Blink Charging Company of Miami Beach, Florida ("Blink") to make application for available Volkswagen Settlement grant funds on behalf of the City, which were subsequently awarded to Blink by the Iowa DOT; and

WHEREAS, upon acceptance of the grant funds and at no charge to the City, Blink's parent company, Blink Network, LLC, is proposing to install and operate two (2) Level 2 Charging Stations in the Public Parking Lot located at 220 N 2nd Avenue W in Newton for a period of nine (9) years, with two (2) nine (9) year renewal periods and a revenue sharing formula for the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the attached Exclusive Electric Vehicle Charging Services Agreement with Blink Network, LLC is hereby approved and the Mayor is authorized to execute said Agreement.

PASSED this 18th day of October, 2021

APPROVED this _____ day of October, 2021

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

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EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

BETWEEN:

BLINK NETWORK, LLC An Arizona limited liability company 605 Lincoln Road, 5th Floor Miami Beach, Florida 33139 Tel: (305) 521-0200 Fax: (305) 521-0201: Email: sales@blinkcharging.com (hereinafter "**Provider**")	**AND**	**CITY OF NEWTON, IOWA** **42-6005040** Client's Name; EIN A **LOCAL GOVERNMENT (IOWA)** Client's State of Incorporation 101 W. 4TH STREET S. Newton, IA 50208 Client's Business Address Tel: **641-792-2787** Email: cityofnewton@newtongov.org (hereinafter "**Client**")

Provider and Client may be individually referred to as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Provider, is engaged in manufacturing, operating, marketing, selling, managing, and servicing electric vehicle ("**EV**") networked charging equipment (the "**Equipment**"); and
WHEREAS, Client is the owner, leaseholder, or manager of the property(ies) located at the address(es) listed in Schedule I ("**Property**"); and
WHEREAS, Client and Provider are interested to deploy and operate the Equipment on the Property through the terms and conditions set forth in this agreement ("**Service Agreement**" or "**Agreement**").

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. **AGREEMENT SUMMARY AND DEFINITIONS**:

Provider	In some sections in this Agreement "**Provider**" may include Provider's affiliates, subcontractors, and/or agents
Effective Date	For the purposes of the Parties obligations, the date this Agreement is Executed; and for the purposes of the expiration of the Term only, the date the Equipment is actually installed
Initial Term	9 years following the Effective Date
Renewal Term	Two automatic renewals of 9 years each
Equipment	The Equipment listed in Schedule II
Property	Those property locations with the address(es) listed in Schedule I
Equipment Ownership	Provider
Installation Responsibility	Provider
Other Charges – Provider's Responsibility	Network/connectivity Fees $18 per month; Transaction Fees – 8% of Gross Revenues; and Electricity Reimbursement
Equipment Prices	Covered by Provider
Revenue Sharing	Provider 95% - Client 5%
Federal/State/Local Credits/Rebates/Grants	Payable to Provider

*All the terms used in the summary, above, have the same meanings attached to the terms within this Agreement.

1 Engagement

1.1 Provider and Client hereby engage in this exclusive electric vehicle charging service agreement whereby Provider will supply, install, operate, and service the Equipment listed in Schedule II, on the property addresses listed in Schedule I, under the terms and conditions hereof throughout the Term.

1.2 **Installation**. Provider shall install the Equipment at the location(s) within the Property specifically designated for EV charging by Client and set forth and/or depicted by diagrams on annexed Schedule I (collectively, hereinafter the "**Designated Areas**"). The Property list (Schedule I) may be updated from time to time throughout the Term to include additional properties. Provider will connect the Equipment to the electricity grid and bear the cost associated with the installation. Provider undertakes to: use licensed professional services; and obtain all necessary permits, to install the Equipment within 60 days following the execution of this Agreement. Upon Provider's installation, the Parties will execute an Installation Date Acknowledgement Certificate (Schedule III) for which will establish the Effective Date.

1.3 **Services**. Provider will service and operate the Equipment at the Designated Areas during the Term (defined below).

2 Term and Termination

2.1 **Initial Term**. The initial term of this Agreement shall be for a period of nine (9) years commencing on the Effective Date ("**Initial Term**").

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2.2 **Renewal Term; Term**. This Agreement shall automatically renew for two additional nine (9) year renewal terms (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**"); Upon expiration of the second Renewal Term, unless terminated earlier, the Agreement shall continue on a month-to-month basis.

2.3 **Termination**. Provider may terminate this Agreement by delivering Client a written notice of termination at any time prior to the expiration of the Term or any applicable Renewal Term.

2.4 **Termination Fee; Removal Cost**. In the event Client elects to terminate this Agreement prior to the end of the Initial Term, Client agrees to pay Provider a termination fee equal to Provider's unamortized cost of any installed Equipment at the Property, per the amortization schedule, based on a nine (9) year period from the installation of the Equipment (Schedule II) (the "**Termination Fee**"). If Client terminates the Agreement at any time during the Term (including throughout any of the Renewal Terms) Client will be subject to a removal fee, in the amount of $750, which will cover the removal of the Equipment, returning the property to its original condition, and shipment of the Equipment back to Provider's facility in the US (the "**Removal Cost**"). However, Client shall not be subject to payment of the Removal Cost, if it chooses to independently remove the Equipment and ship the Equipment to Provider's facilities.

2.5 **Removal of Equipment**. Provider shall have the right, but not the obligation, upon the termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination/expiration and to remove the Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Agreement, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall coordinate removal of Equipment with Client. If Provider does not remove the Equipment within 60 days, ownership of the Equipment shall be immediately transferred to Client.

3 Equipment

3.1 **Supply**. Provider shall supply the Equipment listed in Schedule II, shortly after the execution of this Agreement.

3.2 **Ownership**. All rights, titles and interests in and to the Equipment shall, at all times during the Term, be and remain the property of Provider. Provider's ownership shall include, but not limited, to all hardware, software, records, files and/or data collected or produced by the Equipment (the "**Proprietary Data**"), as well as any and all environmental (or similar) credits generated by the Equipment or the use or disbursement of electricity by the Equipment.

3.3 **Grants and Rebates**. Provider holds all right, title, and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Blink Network under this Agreement. If any grant and/or rebate is received in the name of the Client or its subsidiaries, Client expressly agrees that this Agreement shall act as an assignment of its right, title, and interest in and to such grant and/or rebate.

_____ (Client initials)

3.4 **Additional Equipment**. Provider may assess, from time to time, the need for additional Equipment on the Property based on certain parameters and make its recommendations to the Client. If accepted: **(i)** Provider shall perform all installations of the additional Equipment and carry all associated costs; **(ii)** the parties will execute an Installation Date Acknowledgement Certificate (Schedule III) for the additional Equipment, which will establish a new Effective Date. The Term of this Agreement shall restart from the day of the new Effective Date.

3.5 **Markings**. The Equipment will be marked with the following information for users: contact information for complaints, notification and service issues and a statement of Provider's responsibility to service issues, damages or loss.

3.6 **Property Condition**. Client agrees, at its own expense and at all times during the Term, to keep the electrical installation (panels, breakers conduits, and wiring), public areas, streets, and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish, and in good repair and condition. In addition, Client shall provide and maintain, in compliance with any applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment.

3.7 **Signage**. Provider will install and pay all costs and expenses associated with signage that it will supply, for marking the spot in the Designated Area(s) as EV charging station area.

4 Access to Equipment

4.1 Client grants Provider a license for Provider, its employees, agents, and vendors to enter upon the Property at any time with at least 24 hour notice to Client, for the purposes of inspecting, servicing, and maintaining the Equipment. Client shall not interfere with Provider's services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement.

5 Licenses/Permits

5.1 Client must assist Provider in obtaining all necessary licenses and/or permits for the installation and operation of the Equipment.

6 Maintenance and Customer Service

6.1 Provider will service and operate the Equipment.

6.2 Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order.

6.3 Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.

6.4 If Client knows, or becomes aware, of any actual or potential claim against Provider by any person or entity, or any actual or potential malfunction of the Equipment, Client shall promptly notify Provider upon discovery of such claim or malfunction.

7 Payments and Fees

7.1 **Collection of Revenue**. Provider will record the Equipment usage and collect all revenue generated by the Equipment.

7.2 **Revenue Payment**. Provider shall remit to Client five percent (5%) of the Net Revenues generated by the Equipment ("**Revenue Payment**").

7.3 **Net Revenues**" are defined as the gross revenues generated from the Equipment through EV charging fees and advertising ("**Gross Revenues**"), minus: **(i)** any and all taxes paid by Provider, **(ii)** transaction fees of eight percent (8%) of Gross Revenues, **(iii)** $18.00 per month, per charging station in network/connectivity fees related to the operation of the Equipment, and **(iv)** Electricity payments or reimbursements by Provider for the period ((i), (ii), and (iii) being referred to hereinafter as the "Fees").

7.4 Provider shall issue the Revenue Payment to Client on or before the fifteenth (15^{th}) day of each month subsequent to the applicable monthly revenue period. An activity report for the reported month detailing: the number of transactions, the Gross Revenues, and the Service Fees, will accompany each Revenue Payment.

7.5 If the Gross Revenues do not cover the Fees incurred in a given month, such unpaid Fees will accrue to the following month. Accrued Fees will be waived at the end of each Term.

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7.6 Client waives all claims for any additional payments beyond the Revenue Payment.

7.7 **ACH Payments**. Client will obtain its monthly Revenue Payments through direct electronic transmissions (ACH Payments) by providing its banking information to Provider and executing the ACH form attached as Schedule IV hereof. Client agrees that unless Client executes the ACH Form, no Revenue Payment shall be processed to Client unless and until either **(i)** the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement (defined below)) exceeds $50.00 or **(ii)** it is January 15th and there are unpaid Revenue Payments due to Client as of December 31st of the previous year.

7.8 **Session Limits**. Provider shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment.

7.9 **Electricity**.

Client Electric Meter. If the Equipment is connected to Client's electric meter, Provider shall reimburse Client for the electricity used by the Equipment (the "**Electricity Reimbursement**"), in accordance with the usage indicated by the Equipment's internal meter. The meter indicates the exact amount of Kilowatt-hours (kWh) that the Equipment utilizes in charging EVs during each calendar month ("**Monthly kWh**"). Provider will then reimburse the Client for the Monthly kWh at the rate per kWh, which the utility company charges the Client in its monthly electricity bill. The Electricity Reimbursement shall be issued by Provider to Client together with the Revenue Payment. Unless Client executes the ACH Form Schedule V, no Electricity Reimbursement shall be sent to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement) exceeds $50.00 or (ii) it is January 15th and there are unpaid Electricity Reimbursements due to Client as of December 31st of the previous year.

Provider Electric Meter. Provider is hereby granted the option, which it may exercise at its sole discretion, to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Client.

7.10 **Equipment Upgrade**. During the Term, Provider, at its sole discretion, may upgrade the Equipment within the Designated Areas. Provider shall be solely responsible for all costs associated with such upgrade.

7.11 **Relocation**. During the Term, Client shall not unreasonably withhold its approval of Provider's request to relocate or remove underperforming Equipment from a specific location to a different location within the Designated Area(s). Provider shall be responsible for all costs associated with the relocation or removal of the Equipment. In the event the relocation or removal of the Equipment is made due to the determination of the Client or a third party, Client shall be responsible for all costs associated with the removal and/or relocation.

8 Press releases and Public Filings

8.1 Provider and/or its parent may disclose information relating to this Agreement in any manner necessary to comply with any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law.

8.2 Provider and/or its parent may release information concerning this Agreement as a press release substantially similar to the draft press release attached as Schedule V hereto.

8.3 Client agrees that Provider may use Client's name and logo as a customer in its marketing materials.

8.4 Client will inform Provider, in writing, of any requested disclosure of information relating to this Agreement, prior to making such disclosure.

9 Exclusive Right, and Option

9.1 **EV Exclusivity**. Client hereby grants Provider with an exclusive right to install, maintain, service or operate any EV charging equipment on the Property during the Term.

9.2 **Additional Locations**. During the Term, in the event that additional Designated Areas for EV charging equipment will be needed, at the Property, Provider shall have the exclusive option to provide, operate, and service the Equipment at said location, upon mutual agreement of the Parties ("**Additional Equipment**"). The Additional Equipment shall be listed and added to Schedule II, the new locations shall be added to the list of the Designated Areas (Schedule I), and all terms and conditions of this Agreement shall apply to the Additional Equipment.

9.3 Provider shall have the sole determination on the appropriate ratio of Equipment in a Designated Area under this Agreement.

10 Indemnification

10.1 Client shall indemnify Provider and hold it harmless from and against any and all claims, actions, damages, liabilities, and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Client its agents, employees or servants (the "Indemnified Matters"), including costs and reasonable attorneys' fees related to the Indemnified Matters.

10.2 Provider shall indemnify Client and hold it harmless from and against any and all claims, actions, damages, liabilities, and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Provider its agents, employees or servants (the "Indemnified Matters"), including costs and reasonable attorneys' fees related to the Indemnified Matters.

11 Limitation of liability

11.1 The Parties aggregate liability under this Agreement shall not exceed the greater of: the aggregate Net Revenues retained by Provider in the calendar year prior to the event giving rise to a claim; or the maximum compensation paid by the applicable insurance if the liability is covered by an existing insurance policy.

11.2 In no event will either Party be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use of the Equipment, this Agreement or otherwise or based on any express, implied or claimed warranties not specifically set forth in this Agreement.

12 Confidential Information

12.1 Intentionally Omitted

13 Injunctive Relief

13.1 The Parties shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and such remedy shall be available in addition to all other remedies available at law or in equity.

13.2 In such action, the Parties shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

14 Privacy

14.1 Where a Party provides or makes available personal information to the other Party in connection with this Agreement, the first Party must: **(i)** comply with all Privacy Laws in relation to that personal

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information; and **(ii)** take all steps that are reasonable in the circumstances to keep that personal information safe and secure.

14.2 Privacy Laws. The Parties agree, that to the extent that any Confidential Information provided to either Party comprises any Personal Data such Party will: (i) comply with all applicable Data Protection Laws "Data Protection Laws" means: (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any regulations and secondary legislation, as amended or updated from time to time in the Party's country of residence; (b) any successor legislation to the GDPR or the Data Protection Acts 1988 and 2018; and (c) the Privacy laws of the State the Party is located, in connection with the processing of such Personal Data (the terms "processing" and "Personal Data" having the meaning given to such terms in Data Protection Laws from time to time); and (ii) when applicable, not transfer Confidential Information comprising Personal Data outside the EEA unless the Party can ensure that such transfer is performed in accordance with the Data Protection Laws.

15 Force majeure

15.1 If either Party is delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war, pandemic or other unavoidable reason of a like nature not attributable to the negligence or fault of the Party, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

16 Dispute resolution

16.1 This Section 16 applies to any dispute which arises between Provider and Client in connection with this Agreement ("**Dispute**").

16.2 **Amicable Resolution**. If either Party considers that a Dispute has arisen as a result of the conduct of the other Party, it may issue a notice to the other Party, setting out reasonable particulars of the conduct which gives rise to the Dispute ("**Dispute Notice**"). The Parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute (the "**Discussion**").

16.3 If the Dispute has not been resolved within ten business days following the Discussion, either Party may pursue its rights and remedies under this Agreement as it sees fit.

16.4 **Court Proceedings**. Notwithstanding the above, either Party may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.

16.5 **Governing Law and Jurisdiction**. This Agreement shall be governed by the laws of the State of Iowa, without regard to conflict of laws. Any suit involving any Dispute arising under this Agreement may only be brought in State or Federal Court located in Iowa which shall have exclusive jurisdiction over the subject matter of the Dispute.

17 Notice

17.1 Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be: **(i)** hand-delivered, or **(ii)** mailed by certified mail, return receipt requested, or **(iii)** sent via recognized overnight courier service to the addresses listed above, or **(iv)** transmitted by fax, or **(v)** by email.

17.2 Notwithstanding Section 17.1, above neither Party may use email or fax transmissions to give notice of breach or termination to the other Party, such breach/termination notice must be sent by certified mail return receipt requested.

18 Insurance

18.1 Each Party shall hold and maintain, at all times during the Term, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party's responsibilities under this Agreement, and in accordance with standard industry practice.

19 General

19.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

19.2 The Parties agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement.

19.3 Client may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider. Provider may not assign this Agreement to third-parties without prior written approval from Client. Provider may assign this Agreement to its affiliates and subisidaries without Client's approval.

19.4 This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.

19.5 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.

19.6 This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.

19.7 **Client Representation**: If Client is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Client does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Client hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel titled "Property Owner/Leaseholder's Acceptance and Agreement."

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute the same as of the day and year first above written.

Signed by the authorized representative of **PROVIDER:**		Signed by the authorized representative of **CLIENT:**	
Signature:	DocuSigned by: Michael Battaglia 14647DF4B128487...	Signature:	
Name:	Michael Battaglia	Name:	
Position:	Senior VP Sales and BD	Position:	
Date:	10/11/2021	Date:	

Property Owner/Lessee's Acceptance and Agreement:
By adding our signature below, we accept all of the terms of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Client to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property:

Signature: .....

Name: .....

Position: .....

Date: .....

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Property Address	Designated Area	Mark on the Map	Point of Contact
220 N 2nd Ave W. Newton, IA 50208	Public Parking Lot		Craig Armstrong

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Equipment Name	**Details**	**Serial Numbers**
Blink L2 - IQ-200 Advanced and Smart with Pedestal & Cable Mngt.	2-Dual L2 Chargers with J1772 Connectors (Total 4 Ports)	TBD

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Amortization Schedule:

Month	Advanced		Smart		Kiosk		Dual		Triangular Ped		Rectangular Ped	
	MSRP	$ 3,499.00	MSRP	$ 2,499.00	MSRP	$ 1,799.00	MSRP	$ 6,499.00	MSRP	$ 649.00	MSRP	$ 599.00
1	$ (13.88)	$ 3,485.12	$ (9.92)	$ 2,489.08	$ (7.14)	$ 1,791.86	$ (25.79)	$ 6,473.21	$ (2.58)	$ 646.42	$ (2.38)	$ 596.62
2	$ (13.88)	$ 3,471.23	$ (9.92)	$ 2,479.17	$ (7.14)	$ 1,784.72	$ (25.79)	$ 6,447.42	$ (2.58)	$ 643.85	$ (2.38)	$ 594.25
3	$ (13.88)	$ 3,457.35	$ (9.92)	$ 2,469.25	$ (7.14)	$ 1,777.58	$ (25.79)	$ 6,421.63	$ (2.58)	$ 641.27	$ (2.38)	$ 591.87
4	$ (13.88)	$ 3,443.46	$ (9.92)	$ 2,459.33	$ (7.14)	$ 1,770.44	$ (25.79)	$ 6,395.84	$ (2.58)	$ 638.70	$ (2.38)	$ 589.49
5	$ (13.88)	$ 3,429.58	$ (9.92)	$ 2,449.42	$ (7.14)	$ 1,763.31	$ (25.79)	$ 6,370.05	$ (2.58)	$ 636.12	$ (2.38)	$ 587.12
6	$ (13.88)	$ 3,415.69	$ (9.92)	$ 2,439.50	$ (7.14)	$ 1,756.17	$ (25.79)	$ 6,344.26	$ (2.58)	$ 633.55	$ (2.38)	$ 584.74
7	$ (13.88)	$ 3,401.81	$ (9.92)	$ 2,429.58	$ (7.14)	$ 1,749.03	$ (25.79)	$ 6,318.47	$ (2.58)	$ 630.97	$ (2.38)	$ 582.36
8	$ (13.88)	$ 3,387.92	$ (9.92)	$ 2,419.67	$ (7.14)	$ 1,741.89	$ (25.79)	$ 6,292.68	$ (2.58)	$ 628.40	$ (2.38)	$ 579.98
9	$ (13.88)	$ 3,374.04	$ (9.92)	$ 2,409.75	$ (7.14)	$ 1,734.75	$ (25.79)	$ 6,266.89	$ (2.58)	$ 625.82	$ (2.38)	$ 577.61
10	$ (13.88)	$ 3,360.15	$ (9.92)	$ 2,399.83	$ (7.14)	$ 1,727.61	$ (25.79)	$ 6,241.10	$ (2.58)	$ 623.25	$ (2.38)	$ 575.23
11	$ (13.88)	$ 3,346.27	$ (9.92)	$ 2,389.92	$ (7.14)	$ 1,720.47	$ (25.79)	$ 6,215.31	$ (2.58)	$ 620.67	$ (2.38)	$ 572.85
12	$ (13.88)	$ 3,332.38	$ (9.92)	$ 2,380.00	$ (7.14)	$ 1,713.33	$ (25.79)	$ 6,189.52	$ (2.58)	$ 618.10	$ (2.38)	$ 570.48
13	$ (13.88)	$ 3,318.50	$ (9.92)	$ 2,370.08	$ (7.14)	$ 1,706.19	$ (25.79)	$ 6,163.73	$ (2.58)	$ 615.52	$ (2.38)	$ 568.10
14	$ (13.88)	$ 3,304.61	$ (9.92)	$ 2,360.17	$ (7.14)	$ 1,699.06	$ (25.79)	$ 6,137.94	$ (2.58)	$ 612.94	$ (2.38)	$ 565.72
15	$ (13.88)	$ 3,290.73	$ (9.92)	$ 2,350.25	$ (7.14)	$ 1,691.92	$ (25.79)	$ 6,112.15	$ (2.58)	$ 610.37	$ (2.38)	$ 563.35
16	$ (13.88)	$ 3,276.84	$ (9.92)	$ 2,340.33	$ (7.14)	$ 1,684.78	$ (25.79)	$ 6,086.37	$ (2.58)	$ 607.79	$ (2.38)	$ 560.97
17	$ (13.88)	$ 3,262.96	$ (9.92)	$ 2,330.42	$ (7.14)	$ 1,677.64	$ (25.79)	$ 6,060.58	$ (2.58)	$ 605.22	$ (2.38)	$ 558.59
18	$ (13.88)	$ 3,249.07	$ (9.92)	$ 2,320.50	$ (7.14)	$ 1,670.50	$ (25.79)	$ 6,034.79	$ (2.58)	$ 602.64	$ (2.38)	$ 556.21
19	$ (13.88)	$ 3,235.19	$ (9.92)	$ 2,310.58	$ (7.14)	$ 1,663.36	$ (25.79)	$ 6,009.00	$ (2.58)	$ 600.07	$ (2.38)	$ 553.84
20	$ (13.88)	$ 3,221.30	$ (9.92)	$ 2,300.67	$ (7.14)	$ 1,656.22	$ (25.79)	$ 5,983.21	$ (2.58)	$ 597.49	$ (2.38)	$ 551.46
21	$ (13.88)	$ 3,207.42	$ (9.92)	$ 2,290.75	$ (7.14)	$ 1,649.08	$ (25.79)	$ 5,957.42	$ (2.58)	$ 594.92	$ (2.38)	$ 549.08
22	$ (13.88)	$ 3,193.53	$ (9.92)	$ 2,280.83	$ (7.14)	$ 1,641.94	$ (25.79)	$ 5,931.63	$ (2.58)	$ 592.34	$ (2.38)	$ 546.71
23	$ (13.88)	$ 3,179.65	$ (9.92)	$ 2,270.92	$ (7.14)	$ 1,634.81	$ (25.79)	$ 5,905.84	$ (2.58)	$ 589.77	$ (2.38)	$ 544.33
24	$ (13.88)	$ 3,165.76	$ (9.92)	$ 2,261.00	$ (7.14)	$ 1,627.67	$ (25.79)	$ 5,880.05	$ (2.58)	$ 587.19	$ (2.38)	$ 541.95
25	$ (13.88)	$ 3,151.88	$ (9.92)	$ 2,251.08	$ (7.14)	$ 1,620.53	$ (25.79)	$ 5,854.26	$ (2.58)	$ 584.62	$ (2.38)	$ 539.58
26	$ (13.88)	$ 3,137.99	$ (9.92)	$ 2,241.17	$ (7.14)	$ 1,613.39	$ (25.79)	$ 5,828.47	$ (2.58)	$ 582.04	$ (2.38)	$ 537.20
27	$ (13.88)	$ 3,124.11	$ (9.92)	$ 2,231.25	$ (7.14)	$ 1,606.25	$ (25.79)	$ 5,802.68	$ (2.58)	$ 579.46	$ (2.38)	$ 534.82
28	$ (13.88)	$ 3,110.22	$ (9.92)	$ 2,221.33	$ (7.14)	$ 1,599.11	$ (25.79)	$ 5,776.89	$ (2.58)	$ 576.89	$ (2.38)	$ 532.44
29	$ (13.88)	$ 3,096.34	$ (9.92)	$ 2,211.42	$ (7.14)	$ 1,591.97	$ (25.79)	$ 5,751.10	$ (2.58)	$ 574.31	$ (2.38)	$ 530.07
30	$ (13.88)	$ 3,082.45	$ (9.92)	$ 2,201.50	$ (7.14)	$ 1,584.83	$ (25.79)	$ 5,725.31	$ (2.58)	$ 571.74	$ (2.38)	$ 527.69
31	$ (13.88)	$ 3,068.57	$ (9.92)	$ 2,191.58	$ (7.14)	$ 1,577.69	$ (25.79)	$ 5,699.52	$ (2.58)	$ 569.16	$ (2.38)	$ 525.31
32	$ (13.88)	$ 3,054.68	$ (9.92)	$ 2,181.67	$ (7.14)	$ 1,570.56	$ (25.79)	$ 5,673.73	$ (2.58)	$ 566.59	$ (2.38)	$ 522.94
33	$ (13.88)	$ 3,040.80	$ (9.92)	$ 2,171.75	$ (7.14)	$ 1,563.42	$ (25.79)	$ 5,647.94	$ (2.58)	$ 564.01	$ (2.38)	$ 520.56
34	$ (13.88)	$ 3,026.91	$ (9.92)	$ 2,161.83	$ (7.14)	$ 1,556.28	$ (25.79)	$ 5,622.15	$ (2.58)	$ 561.44	$ (2.38)	$ 518.18
35	$ (13.88)	$ 3,013.03	$ (9.92)	$ 2,151.92	$ (7.14)	$ 1,549.14	$ (25.79)	$ 5,596.36	$ (2.58)	$ 558.86	$ (2.38)	$ 515.81
36	$ (13.88)	$ 2,999.14	$ (9.92)	$ 2,142.00	$ (7.14)	$ 1,542.00	$ (25.79)	$ 5,570.57	$ (2.58)	$ 556.29	$ (2.38)	$ 513.43
37	$ (13.88)	$ 2,985.26	$ (9.92)	$ 2,132.08	$ (7.14)	$ 1,534.86	$ (25.79)	$ 5,544.78	$ (2.58)	$ 553.71	$ (2.38)	$ 511.05
38	$ (13.88)	$ 2,971.37	$ (9.92)	$ 2,122.17	$ (7.14)	$ 1,527.72	$ (25.79)	$ 5,518.99	$ (2.58)	$ 551.13	$ (2.38)	$ 508.67
39	$ (13.88)	$ 2,957.49	$ (9.92)	$ 2,112.25	$ (7.14)	$ 1,520.58	$ (25.79)	$ 5,493.20	$ (2.58)	$ 548.56	$ (2.38)	$ 506.30
40	$ (13.88)	$ 2,943.60	$ (9.92)	$ 2,102.33	$ (7.14)	$ 1,513.44	$ (25.79)	$ 5,467.41	$ (2.58)	$ 545.98	$ (2.38)	$ 503.92
41	$ (13.88)	$ 2,929.72	$ (9.92)	$ 2,092.42	$ (7.14)	$ 1,506.31	$ (25.79)	$ 5,441.62	$ (2.58)	$ 543.41	$ (2.38)	$ 501.54
42	$ (13.88)	$ 2,915.83	$ (9.92)	$ 2,082.50	$ (7.14)	$ 1,499.17	$ (25.79)	$ 5,415.83	$ (2.58)	$ 540.83	$ (2.38)	$ 499.17
43	$ (13.88)	$ 2,901.95	$ (9.92)	$ 2,072.58	$ (7.14)	$ 1,492.03	$ (25.79)	$ 5,390.04	$ (2.58)	$ 538.26	$ (2.38)	$ 496.79
44	$ (13.88)	$ 2,888.06	$ (9.92)	$ 2,062.67	$ (7.14)	$ 1,484.89	$ (25.79)	$ 5,364.25	$ (2.58)	$ 535.68	$ (2.38)	$ 494.41
45	$ (13.88)	$ 2,874.18	$ (9.92)	$ 2,052.75	$ (7.14)	$ 1,477.75	$ (25.79)	$ 5,338.46	$ (2.58)	$ 533.11	$ (2.38)	$ 492.04
46	$ (13.88)	$ 2,860.29	$ (9.92)	$ 2,042.83	$ (7.14)	$ 1,470.61	$ (25.79)	$ 5,312.67	$ (2.58)	$ 530.53	$ (2.38)	$ 489.66
47	$ (13.88)	$ 2,846.41	$ (9.92)	$ 2,032.92	$ (7.14)	$ 1,463.47	$ (25.79)	$ 5,286.88	$ (2.58)	$ 527.96	$ (2.38)	$ 487.28
48	$ (13.88)	$ 2,832.52	$ (9.92)	$ 2,023.00	$ (7.14)	$ 1,456.33	$ (25.79)	$ 5,261.10	$ (2.58)	$ 525.38	$ (2.38)	$ 484.90
49	$ (13.88)	$ 2,818.64	$ (9.92)	$ 2,013.08	$ (7.14)	$ 1,449.19	$ (25.79)	$ 5,235.31	$ (2.58)	$ 522.81	$ (2.38)	$ 482.53
50	$ (13.88)	$ 2,804.75	$ (9.92)	$ 2,003.17	$ (7.14)	$ 1,442.06	$ (25.79)	$ 5,209.52	$ (2.58)	$ 520.23	$ (2.38)	$ 480.15
51	$ (13.88)	$ 2,790.87	$ (9.92)	$ 1,993.25	$ (7.14)	$ 1,434.92	$ (25.79)	$ 5,183.73	$ (2.58)	$ 517.65	$ (2.38)	$ 477.77
52	$ (13.88)	$ 2,776.98	$ (9.92)	$ 1,983.33	$ (7.14)	$ 1,427.78	$ (25.79)	$ 5,157.94	$ (2.58)	$ 515.08	$ (2.38)	$ 475.40
53	$ (13.88)	$ 2,763.10	$ (9.92)	$ 1,973.42	$ (7.14)	$ 1,420.64	$ (25.79)	$ 5,132.15	$ (2.58)	$ 512.50	$ (2.38)	$ 473.02
54	$ (13.88)	$ 2,749.21	$ (9.92)	$ 1,963.50	$ (7.14)	$ 1,413.50	$ (25.79)	$ 5,106.36	$ (2.58)	$ 509.93	$ (2.38)	$ 470.64
55	$ (13.88)	$ 2,735.33	$ (9.92)	$ 1,953.58	$ (7.14)	$ 1,406.36	$ (25.79)	$ 5,080.57	$ (2.58)	$ 507.35	$ (2.38)	$ 468.27
56	$ (13.88)	$ 2,721.44	$ (9.92)	$ 1,943.67	$ (7.14)	$ 1,399.22	$ (25.79)	$ 5,054.78	$ (2.58)	$ 504.78	$ (2.38)	$ 465.89
57	$ (13.88)	$ 2,707.56	$ (9.92)	$ 1,933.75	$ (7.14)	$ 1,392.08	$ (25.79)	$ 5,028.99	$ (2.58)	$ 502.20	$ (2.38)	$ 463.51
58	$ (13.88)	$ 2,693.67	$ (9.92)	$ 1,923.83	$ (7.14)	$ 1,384.94	$ (25.79)	$ 5,003.20	$ (2.58)	$ 499.63	$ (2.38)	$ 461.13
59	$ (13.88)	$ 2,679.79	$ (9.92)	$ 1,913.92	$ (7.14)	$ 1,377.81	$ (25.79)	$ 4,977.41	$ (2.58)	$ 497.05	$ (2.38)	$ 458.76
60	$ (13.88)	$ 2,665.90	$ (9.92)	$ 1,904.00	$ (7.14)	$ 1,370.67	$ (25.79)	$ 4,951.62	$ (2.58)	$ 494.48	$ (2.38)	$ 456.38
61	$ (13.88)	$ 2,652.02	$ (9.92)	$ 1,894.08	$ (7.14)	$ 1,363.53	$ (25.79)	$ 4,925.83	$ (2.58)	$ 491.90	$ (2.38)	$ 454.00
62	$ (13.88)	$ 2,638.13	$ (9.92)	$ 1,884.17	$ (7.14)	$ 1,356.39	$ (25.79)	$ 4,900.04	$ (2.58)	$ 489.33	$ (2.38)	$ 451.63
63	$ (13.88)	$ 2,624.25	$ (9.92)	$ 1,874.25	$ (7.14)	$ 1,349.25	$ (25.79)	$ 4,874.25	$ (2.58)	$ 486.75	$ (2.38)	$ 449.25
64	$ (13.88)	$ 2,610.37	$ (9.92)	$ 1,864.33	$ (7.14)	$ 1,342.11	$ (25.79)	$ 4,848.46	$ (2.58)	$ 484.17	$ (2.38)	$ 446.87
65	$ (13.88)	$ 2,596.48	$ (9.92)	$ 1,854.42	$ (7.14)	$ 1,334.97	$ (25.79)	$ 4,822.67	$ (2.58)	$ 481.60	$ (2.38)	$ 444.50
66	$ (13.88)	$ 2,582.60	$ (9.92)	$ 1,844.50	$ (7.14)	$ 1,327.83	$ (25.79)	$ 4,796.88	$ (2.58)	$ 479.02	$ (2.38)	$ 442.12
67	$ (13.88)	$ 2,568.71	$ (9.92)	$ 1,834.58	$ (7.14)	$ 1,320.69	$ (25.79)	$ 4,771.09	$ (2.58)	$ 476.45	$ (2.38)	$ 439.74
68	$ (13.88)	$ 2,554.83	$ (9.92)	$ 1,824.67	$ (7.14)	$ 1,313.56	$ (25.79)	$ 4,745.30	$ (2.58)	$ 473.87	$ (2.38)	$ 437.37
69	$ (13.88)	$ 2,540.94	$ (9.92)	$ 1,814.75	$ (7.14)	$ 1,306.42	$ (25.79)	$ 4,719.51	$ (2.58)	$ 471.30	$ (2.38)	$ 434.99
70	$ (13.88)	$ 2,527.06	$ (9.92)	$ 1,804.83	$ (7.14)	$ 1,299.28	$ (25.79)	$ 4,693.72	$ (2.58)	$ 468.72	$ (2.38)	$ 432.61
71	$ (13.88)	$ 2,513.17	$ (9.92)	$ 1,794.92	$ (7.14)	$ 1,292.14	$ (25.79)	$ 4,667.93	$ (2.58)	$ 466.15	$ (2.38)	$ 430.23
72	$ (13.88)	$ 2,499.29	$ (9.92)	$ 1,785.00	$ (7.14)	$ 1,285.00	$ (25.79)	$ 4,642.14	$ (2.58)	$ 463.57	$ (2.38)	$ 427.86
73	$ (13.88)	$ 2,485.40	$ (9.92)	$ 1,775.08	$ (7.14)	$ 1,277.86	$ (25.79)	$ 4,616.35	$ (2.58)	$ 461.00	$ (2.38)	$ 425.48
74	$ (13.88)	$ 2,471.52	$ (9.92)	$ 1,765.17	$ (7.14)	$ 1,270.72	$ (25.79)	$ 4,590.56	$ (2.58)	$ 458.42	$ (2.38)	$ 423.10
75	$ (13.88)	$ 2,457.63	$ (9.92)	$ 1,755.25	$ (7.14)	$ 1,263.58	$ (25.79)	$ 4,564.77	$ (2.58)	$ 455.85	$ (2.38)	$ 420.73
76	$ (13.88)	$ 2,443.75	$ (9.92)	$ 1,745.33	$ (7.14)	$ 1,256.44	$ (25.79)	$ 4,538.98	$ (2.58)	$ 453.27	$ (2.38)	$ 418.35
77	$ (13.88)	$ 2,429.86	$ (9.92)	$ 1,735.42	$ (7.14)	$ 1,249.31	$ (25.79)	$ 4,513.19	$ (2.58)	$ 450.69	$ (2.38)	$ 415.97
78	$ (13.88)	$ 2,415.98	$ (9.92)	$ 1,725.50	$ (7.14)	$ 1,242.17	$ (25.79)	$ 4,487.40	$ (2.58)	$ 448.12	$ (2.38)	$ 413.60
79	$ (13.88)	$ 2,402.09	$ (9.92)	$ 1,715.58	$ (7.14)	$ 1,235.03	$ (25.79)	$ 4,461.62	$ (2.58)	$ 445.54	$ (2.38)	$ 411.22
80	$ (13.88)	$ 2,388.21	$ (9.92)	$ 1,705.67	$ (7.14)	$ 1,227.89	$ (25.79)	$ 4,435.83	$ (2.58)	$ 442.97	$ (2.38)	$ 408.84
81	$ (13.88)	$ 2,374.32	$ (9.92)	$ 1,695.75	$ (7.14)	$ 1,220.75	$ (25.79)	$ 4,410.04	$ (2.58)	$ 440.39	$ (2.38)	$ 406.46
82	$ (13.88)	$ 2,360.44	$ (9.92)	$ 1,685.83	$ (7.14)	$ 1,213.61	$ (25.79)	$ 4,384.25	$ (2.58)	$ 437.82	$ (2.38)	$ 404.09
83	$ (13.88)	$ 2,346.55	$ (9.92)	$ 1,675.92	$ (7.14)	$ 1,206.47	$ (25.79)	$ 4,358.46	$ (2.58)	$ 435.24	$ (2.38)	$ 401.71
84	$ (13.88)	$ 2,332.67	$ (9.92)	$ 1,666.00	$ (7.14)	$ 1,199.33	$ (25.79)	$ 4,332.67	$ (2.58)	$ 432.67	$ (2.38)	$ 399.33
85	$ (13.88)	$ 2,318.78	$ (9.92)	$ 1,656.08	$ (7.14)	$ 1,192.19	$ (25.79)	$ 4,306.88	$ (2.58)	$ 430.09	$ (2.38)	$ 396.96
86	$ (13.88)	$ 2,304.90	$ (9.92)	$ 1,646.17	$ (7.14)	$ 1,185.06	$ (25.79)	$ 4,281.09	$ (2.58)	$ 427.52	$ (2.38)	$ 394.58
87	$ (13.88)	$ 2,291.01	$ (9.92)	$ 1,636.25	$ (7.14)	$ 1,177.92	$ (25.79)	$ 4,255.30	$ (2.58)	$ 424.94	$ (2.38)	$ 392.20
88	$ (13.88)	$ 2,277.13	$ (9.92)	$ 1,626.33	$ (7.14)	$ 1,170.78	$ (25.79)	$ 4,229.51	$ (2.58)	$ 422.37	$ (2.38)	$ 389.83
89	$ (13.88)	$ 2,263.24	$ (9.92)	$ 1,616.42	$ (7.14)	$ 1,163.64	$ (25.79)	$ 4,203.72	$ (2.58)	$ 419.79	$ (2.38)	$ 387.45
90	$ (13.88)	$ 2,249.36	$ (9.92)	$ 1,606.50	$ (7.14)	$ 1,156.50	$ (25.79)	$ 4,177.93	$ (2.58)	$ 417.21	$ (2.38)	$ 385.07
91	$ (13.88)	$ 2,235.47	$ (9.92)	$ 1,596.58	$ (7.14)	$ 1,149.36	$ (25.79)	$ 4,152.14	$ (2.58)	$ 414.64	$ (2.38)	$ 382.69
92	$ (13.88)	$ 2,221.59	$ (9.92)	$ 1,586.67	$ (7.14)	$ 1,142.22	$ (25.79)	$ 4,126.35	$ (2.58)	$ 412.06	$ (2.38)	$ 380.32
93	$ (13.88)	$ 2,207.70	$ (9.92)	$ 1,576.75	$ (7.14)	$ 1,135.08	$ (25.79)	$ 4,100.56	$ (2.58)	$ 409.49	$ (2.38)	$ 377.94
94	$ (13.88)	$ 2,193.82	$ (9.92)	$ 1,566.83	$ (7.14)	$ 1,127.94	$ (25.79)	$ 4,074.77	$ (2.58)	$ 406.91	$ (2.38)	$ 375.56
95	$ (13.88)	$ 2,179.93	$ (9.92)	$ 1,556.92	$ (7.14)	$ 1,120.81	$ (25.79)	$ 4,048.98	$ (2.58)	$ 404.34	$ (2.38)	$ 373.19
96	$ (13.88)	$ 2,166.05	$ (9.92)	$ 1,547.00	$ (7.14)	$ 1,113.67	$ (25.79)	$ 4,023.19	$ (2.58)	$ 401.76	$ (2.38)	$ 370.81
97	$ (13.88)	$ 2,152.16	$ (9.92)	$ 1,537.08	$ (7.14)	$ 1,106.53	$ (25.79)	$ 3,997.40	$ (2.58)	$ 399.19	$ (2.38)	$ 368.43
98	$ (13.88)	$ 2,138.28	$ (9.92)	$ 1,527.17	$ (7.14)	$ 1,099.39	$ (25.79)	$ 3,971.61	$ (2.58)	$ 396.61	$ (2.38)	$ 366.06
99	$ (13.88)	$ 2,124.39	$ (9.92)	$ 1,517.25	$ (7.14)	$ 1,092.25	$ (25.79)	$ 3,945.82	$ (2.58)	$ 394.04	$ (2.38)	$ 363.68
100	$ (13.88)	$ 2,110.51	$ (9.92)	$ 1,507.33	$ (7.14)	$ 1,085.11	$ (25.79)	$ 3,920.03	$ (2.58)	$ 391.46	$ (2.38)	$ 361.30
101	$ (13.88)	$ 2,096.62	$ (9.92)	$ 1,497.42	$ (7.14)	$ 1,077.97	$ (25.79)	$ 3,894.24	$ (2.58)	$ 388.88	$ (2.38)	$ 358.92
102	$ (13.88)	$ 2,082.74	$ (9.92)	$ 1,487.50	$ (7.14)	$ 1,070.83	$ (25.79)	$ 3,868.45	$ (2.58)	$ 386.31	$ (2.38)	$ 356.55
103	$ (13.88)	$ 2,068.85	$ (9.92)	$ 1,477.58	$ (7.14)	$ 1,063.69	$ (25.79)	$ 3,842.66	$ (2.58)	$ 383.73	$ (2.38)	$ 354.17
104	$ (13.88)	$ 2,054.97	$ (9.92)	$ 1,467.67	$ (7.14)	$ 1,056.56	$ (25.79)	$ 3,816.87	$ (2.58)	$ 381.16	$ (2.38)	$ 351.79
105	$ (13.88)	$ 2,041.08	$ (9.92)	$ 1,457.75	$ (7.14)	$ 1,049.42	$ (25.79)	$ 3,791.08	$ (2.58)	$ 378.58	$ (2.38)	$ 349.42
106	$ (13.88)	$ 2,027.20	$ (9.92)	$ 1,447.83	$ (7.14)	$ 1,042.28	$ (25.79)	$ 3,765.29	$ (2.58)	$ 376.01	$ (2.38)	$ 347.04
107	$ (13.88)	$ 2,013.31	$ (9.92)	$ 1,437.92	$ (7.14)	$ 1,035.14	$ (25.79)	$ 3,739.50	$ (2.58)	$ 373.43	$ (2.38)	$ 344.66
108	$ (2,013.31)	$ -	$ (1,437.92)	$ -	$ (1,035.14)	$ -	$ (3,739.50)	$ -	$ (373.43)	$ -	$ (344.66)	$ -

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Installation Date Acknowledgment

For the purposes of determining the term of the Agreement, pursuant to Paragraph 1.2 and 3.4 hereof, the following date shall be deemed the acknowledgement of the initial date of installation of the Equipment at the following location(s):

Location: _____

Date of Installation: _____

Serial number(s): _____;_____;_____;_____

_____;_____;_____;_____

Signed by the authorized representative of **PROVIDER:**

Signature: .....

Name: .....

Position: .....

Date: .....

Signed by the authorized representative of **CLIENT:**

Signature: .....

Name: .....

Position: .....

Date: .....

Signed by the authorized representative of **MANAGER (if applicable):**

Signature: .....

Name: .....

Position: .....

Date: .....

DocuSign Envelope ID: DF08D357-DF8C-49FC-B4DD-B178ED7B5EDB

CLIENT AUTHORIZATION/ACKNOWLEDGMENT

I hereby authorize Blink Network, LLC (the "**Company**") to electronically credit my account as follows:

I agree that the ACH transactions I hereby authorize comply with all applicable law.

Bank Name: _____

Name on the Account: _____

Routing Number: _____

Account Number: _____

I understand that this authorization will remain in full force and effect until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least two weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.

Signature: _____

Name: _____

Date: _____

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Blink Charging to Deliver Charging Stations to Client

Blink Inks Deal with Client for Expansion of its Charging Station Network

Miami Beach, FL – xxxxx xx, 2020 – Blink Charging Co. (NASDAQ: BLNK, BLNKW) ("Blink" or the "Company"), a leading owner and operator of electric vehicle (EV) charging equipment and services, and client, a provider of [products/services], announced the installation of xx Level 2 EV charging stations at location. Blink will provide its EV charging stations to client employees, tenants, and visitors in support of the rapidly increasing number of electric vehicles.

"Our IQ 200 chargers are the fastest Level 2 AC charging stations available, producing 80 amps of output and capable of providing approximately 65 miles of charge in an hour. With this agreement, we continue to expand and monetize our network of stations throughout the country," remarked Blink Founder and CEO, Michael D. Farkas. "We are honored to be a part of client's corporate sustainability initiative that is leading the way in adopting green living through the reduction of carbon dioxide emissions caused by traditional gasoline-powered vehicles."
Blink's charging stations are compatible with any fully-electric or plug-in hybrid vehicle including the entire line of Tesla vehicles. The charging units installed at client location joins the rapidly expanding network of Blink Charging stations, which are easily accessible throughout the country, using Blink's mobile app, the Blink Charging website (www.blinkcharging.com), and Google Maps.

Client quote.

Custom paragraph for client initiatives/product/services.
According to the U.S. Department of Energy's EV Everywhere Workplace Charging Challenge (2015), access to electric vehicle charging stations at workplaces continues to increase, with 90% of employers reporting their stations were in regular use five days a week. Corporations and employers are providing EV charging stations at the workplace as an employee benefit to attract and retain individuals who are environmentally conscious.
# # #

ABOUT BLINK CHARGING
Blink Charging (Nasdaq: BLNK, BLNKW) is a leader in electric vehicle (EV) charging equipment and networked EV charging stations, enabling EV drivers to easily charge at any of its 23,000 deployed charging locations worldwide. The Company's principal line of products and services is its Blink EV charging network ("Blink Network"), EV charging equipment, and EV charging services. The Blink Network utilizes a proprietary cloud-based software that operates, maintains, and tracks the EV charging stations connected to the network and the associated charging data. With global EV purchases forecasted to rise to 10 million by 2025 from approximately 2 million in 2019, the Company has established key strategic partnerships to rollout adoption across numerous location types, including parking facilities, multi-family residences and condos, workplace locations, healthcare/medical facilities, schools and universities, airports, auto dealers, hotels, mixed-use municipal locations, parks and recreation areas, religious institutions, restaurants, retailers, stadiums, supermarkets, and transportation hubs. For more information please visit: https://www.blinkcharging.com/.

ABOUT CLIENT

City of Newton Council Report

Item: Resolution accepting a grant from the Iowa Homeland Security Grant Program and awarding the purchase of a FTIR Chemical Analyzer.

Summary: Resolution to accept a grant from Iowa Homeland Security and to purchase a FTIR Chemical Analyzer.

Financial Impact: No financial impact.

Report Number: 21-276

Date: October 18, 2021

Lead Department:
Fire Department

Recommendation:
Approve

Background:
The Fire Department is requesting the acceptance of a grant from the Iowa Homeland Security Grant program in the amount of $55,000 to be used for the purchase of a new FTIR Chemical Analyzer. Fourier Transform Infrared Spectroscopy (FTIR) identifies chemical bonds in a molecule by producing an infrared absorption spectrum. The spectra produce a profile of the sample, a distinctive molecular fingerprint that can be used to screen and scan samples for many different components. This equipment is capable of identifying more than 23,000 solids and liquids. It is upgradeable to identify more than 5,000 gases and vapors. It will provide comprehensive identification including, but not limited to, industrial chemicals, narcotics, explosives, pesticides, weapons of mass destruction, warfare agents, etc.

This is very specialized equipment and we are working with recommendations from other HazMat Teams for equipment capable of meeting our needs. The City of Newton received bids from one vendor:

Company	Quote
FTIR Chemical Analyzer	
Laurus Systems, Inc.	$ 55,000

Ongoing calibration for the device is relatively simple and can be completed in-house. Jasper County EMA is a partner in HazMat response and will cover any additional costs for maintenance.

RECOMMENDATION
City Staff recommends Council award the purchase of the FTIR Chemical Analyzer to Laurus Systems, Inc. of Elliot City, Maryland in the amount of $55,000. Funds from the accepted Iowa Homeland Security grant will be used to pay $55,000 of the project cost.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION ACCEPTING A GRANT FROM THE IOWA HOMELAND SECURITY GRANT PROGRAM AND AWARDING THE PURCHASE OF A FTIR CHEMICAL ANALYZER.

WHEREAS, the Fire Department is, in partnership with Jasper County, providing hazardous materials response to the resident of Jasper County; and

WHEREAS, the Fire Department was recently awarded a grant from the Iowa Homeland Security Grant Program for the purchase of this equipment; and

WHEREAS, This equipment is capable of identifying more than 23,000 solids and liquids and is upgradeable to identify more than 5,000 gases and vapors and will provide comprehensive identification including, but not limited to, industrial chemicals, narcotics, explosives, pesticides, weapons of mass destruction, warfare agents, etc. resulting in faster and safer analysis of hazardous materials incidents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the grant given by the Iowa Homeland Security Grant Program in the amount of $55,000 be accepted; and

BE IT FURTHER RESOVED, the bid for a FTIR Chemical Analyzer be accepted from Laurus Systems, Inc. of Elliot City, Maryland for the purchase of the equipment in the amount of $55,000;

PASSED this _____ day of October 2021.

APPROVED this _____ day of October 2021.

_____

Michael L. Hansen, Mayor

ATTEST:

_____

Katrina Davis, City Clerk

Homeland Security Grant Program (HSGP)
Federal Fiscal Year (FY) 2021 Subawards Announced

As Interim HSEMD Director, and the state administrative agent for this federal program, I announce the subawards for the FY 2021 Homeland Security Grant Program. Iowa received an award of $4,602,500 to support risk-driven, capabilities-based projects. Of this amount, 80% ($3,682,000) is required to be allocated for projects that build or sustain local capabilities. Projects selected for funding address priority core capability targets and gaps identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and assessed in the Stakeholder Preparedness Review (SPR). Projects were also selected based on the requirement to allocate 30% of the award to the five National Priority Investments determined by DHS/FEMA. Projects deemed to have the greatest statewide impact for addressing these priority needs were selected for allocations.

Subawards are listed below.

Investments	Sub-Recipient / Administering Agency	Project	Allocation
Cybersecurity	Iowa Office of Chief Information Officer	Cyber Risk Reduction	$635,000.00
Intelligence and Information Sharing	Iowa Department of Public Safety	State Information Sharing & Fusion Center	$495,527.00
Homeland Security Emergency Response Teams	Cedar Rapids Fire Department	Urban Search and Rescue	$333,052.48
	Sioux City Fire Department	Urban Search and Rescue	$186,600.00
	Pottawattamie County Emergency Management Agency	Incident Management Team	$70,000.00
	Ottumwa Fire Department	Replace 2008 First Defender	$75,000.00
	Newton Fire Department	FTIR	$55,000.00
	Shelby County Emergency Management Agency	Tri County Hazmat Equipment Upgrade	$60,000.00
	City of Des Moines Police Department	Statewide WMD SWAT Task Force Teams	$321,581.00
	Iowa Department of Homeland Security and Emergency Management	WMD Hazmat Teams	$60,000.00

Statewide Planning, Training and Exercise	Story County Emergency Management Agency	Story County ICC/EOC Exercise	$30,000.00
Whole Community Engagement	Iowa Disaster Human Resource Council	Iowa VOAD	$40,500.00
	Poweshiek County Emergency Management Agency	Poweshiek County Sheriff – Body and Vehicle Cameras	$113,971.00
	Iowa Department of Agriculture and Land Stewardship	Strengthening Iowa's Agricultural Emergency Response	$50,712.00
	Iowa State University	Analyze Threat, Vulnerability and Risk	$50,000.00
		Risk and Disaster Resilience	$50,000.00
	Iowa Commission on Volunteer Services	Volunteer Management in Disaster Infrastructure Development	$37,950.00
	Pottawattamie County Emergency Management Agency	Iowa Resource Management & Credentialing System	$45,000.00
Enhancing the Protection of Soft Targets/ Crowded Places	Downtown Events Group	Barriers	$7,000.00
	Clark University	Physical Protective Measures	$229,436.52
Addressing Emergent Threats	City of Des Moines Police Department	State EOD Task Force	$385,670.00
Combatting Domestic Violent Extremism	Iowa Department of Homeland Security and Emergency Management	Public Information Campaign	$350,000.00

Contact HSGP Grant Manager, Tara Dowd, for additional information at tara.dowd@iowa.gov.

ADVANCED TECHNOLOGY FOR A SAFER WORLD

THREAT ID

The most advanced FTIR chemical analyzer for identifying chemical threats.

For the first time: gases, liquids and solids all in one portable FTIR spectrometer.

- Capable of identifying more than 23,000 solids and liquids
- Capable of identifying more than 5,000 gases and vapors as low as 25 ppm
- 4-meter gas cell
- Swap from solids & liquids to gas analysis (and back) in less than 10 seconds
- Various sample collection methods (Tedlar bags, PID w/ outlet, syringe, canister, pump, etc.)
- Multi-tiered analysis, variable investigative methods, & advanced tools for mixtures
- Real-time zoom and spectral manipulation on full color 10” display
- Fully decontaminable - designed for use anywhere on scene
- 40% smaller than existing suitcase systems
- Full analysis in less than 5 minutes

Because you don’t know when you’ll get a call for the unknown.

Comprehensive Identification

- Toxic Industrial Chemicals
- Narcotics (including Fentanyl & Fentanyl derivatives)
- Explosives
- Pesticides
- Weapons of Mass Destruction
- Chemical Warfare Agents
- Novichok Agents
- Common Household Chemicals
- Common Accelerants
- Common Consumer Products
- Industrial & Laboratory Chemicals

LAURUS Systems, Inc. - Ph: 410-465-5558 - Fax: 410-465-5257 - www.LaurusSystems.com

Detailed Specifications

Diamond ATR

Analyses: Liquids and Solids
Solids & liquids sensor with lever-actuated pressure device
Innovative Sure-Contact™ pressure device for solids

Gas Cell

Analyses: Volatile Organic Compounds
4 meter gas cell in a 6 inch body
316 stainless steel body for corrosion resistance
Volume: 160 ml

Operability & Capability

Operable in PPE and Level A gear - responsive to nitrile, tyvek, butyl gloves - with finger, gloved finger or stylus
Quad-Core 64-bit CPU, 4GB RAM, 64GB SSD
Operating System: Android
Display: 10” - HDMI PCAP w/ chemical hardened glass
Weight: 15 pounds
Upgradeable libraries
Integrated video microscopy with digital image capture
Dimensions: 14” x 10.6” x 6.12”
USB 2.0 interface, data downloadable to memory stick

Operability & Capability cont.

Internet connectivity via Wi-Fi, Hotspot or Ethernet
Visible threat alarms
4-hour battery life w/ additional Li-ion hot-swappable batteries
IP67 power connector
802.11 g wireless, Bluetooth
Real-time zoom and spectral manipulation on display
Fully decontaminable system
In-depth tutorial videos, user manuals, etc. on-board
Designed for both hot and warm zone use
Fast, large diameter optics for better quality spectra
Improved mixture analysis and search algorithms
Advanced background check for cleanliness
Full spectra overlays, automated mixture search, subtractions, residual search
Functional group classification overlays on screen
One-button “auto-email” instantly to send your data
One-button water removal from spectra
One-touch look-up of chemical properties
One-touch reporting: export via email or USB download
24/7/365 Reach back Support

City of Newton Council Report

Item: Resolution approving storm sewer agreement with Vernon Company

Summary: Vernon Company needs a public storm sewer relocated for the construction of a new building. City to pay one-third of construction costs.

Financial Impact: $21,981.67 from stormwater utility funds.

Report Number: 21-277

Date: October 18, 2021

Lead Department: Public Works

Recommendation: Approve

Background:

The Vernon Company has a need to expand their building footprint over the top of an existing storm sewer. This storm sewer is 25 feet deep. It would be cost prohibitive to dig up and relocate the storm sewer line at that depth. Public Works has been working with both Garling Construction and the Vernon Company to find a solution.

The proposed alternative is to connect to the existing storm sewer at a junction further south of the building/sewer conflict and install a new storm sewer at a shallower depth, rerouting the storm sewer away from the new building. Since the Vernon Company has existing storm water drains tied into the existing deep storm sewer, this storm sewer could be left in place and become part of the Vernon Company's private storm sewer system.

The existing storm sewer easement would be vacated and all future maintenance and replacement costs associated with this storm sewer would become the Vernon Company's responsibility. A new utility easement would be created over the newly installed storm sewer and this storm sewer would become the public storm sewer for the City to own and maintain.

The following bids were submitted to Garling Construction:

Company	Bid Price
Iowa Pipe & Grading	$65,945.00
Ontrack	$68,000.00
Brian Miller Excavating LLC	$71,300.00
Pirc-Tobin Construction Inc	$93,890.00

The proposed agreement would be for the City of Newton to pay up to one-third of the cost of Iowa Pipe and Gradings bid amount to install the new public storm sewer, not to exceed $21,981.67.

Recommendation:

Council approves entering into a storm sewer agreement with Vernon Company for relocating a public storm sewer and authorizing the Public Works Director to vacate existing storm sewer easement and approve a grant expenditure to the Vernon Company from Stormwater Utility Funds, not to exceed $21,981.67.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING STORM SEWER AGREEMENT WITH VERNON COMPANY

WHEREAS, The Vernon Company has a need to expand their building footprint over the top of an existing storm sewer; and

WHEREAS, This storm sewer is 25 feet deep. It would be cost prohibitive to dig up and relocate the storm sewer line at that depth; and

WHEREAS Public Works has been working with both Garling Construction and the Vernon Company to find a solution; and

WHEREAS The proposed alternative is to connect to the existing storm sewer at a junction further south of the building/sewer conflict and install a new storm sewer at a shallower depth, rerouting the public storm sewer away from the new building; and

WHEREAS the Vernon Company has existing storm water drains tied into the existing deep storm sewer. This storm sewer could be left in place and become part of the Vernon Company's private storm sewer system; and

WHEREAS the existing storm sewer easement would be vacated and all future maintenance and replacement costs associated with this storm sewer would become the Vernon Company's responsibility; and

WHEREAS a new utility easement would be created over the newly installed storm sewer and this storm sewer would become public storm sewer for the city to own and maintain.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor is authorized to enter into a storm sewer agreement with Vernon Company and agrees to a storm sewer grant up to one-third of the construction cost to install a new storm sewer, not to exceed ($21,981.67) Twenty-One Thousand, nine Hundred and Eighty-one dollars and Sixty-Seven cents, paid from Stormwater Utility Funds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to vacate the existing storm sewer easement and execute the new storm sewer easement and record this agreement with the Jasper County Recorder's Office to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____

Michael L. Hansen, Mayor

ATTEST:

_____

Katrina Davis, City Clerk

Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787

Storm Sewer Relocation Agreement

Between City of Newton and Vernon Company

Legal Description:

LOTS 1-2-8 AND A PORTION OF LOT 3 IN BLOCK 2, VACATED STREET NORTH OF LOTS 1-2-3 IN BLOCK 2, NORTH ½ OF VACATED STREET SOUTH OF LOT 8 IN BLOCK 2, ALL OF BLOCK 7, A PORTION OF THE VACATED STREET NORTH AND EAST OF BLOCK 7, ALL OF BLOCKS C-D AND LOT 2 OF BLOCK E OF THE REVISED PLAT OF MCCOLLUM'S ADDITION, ALL OF BLOCK B EXC. W 183.63' OF THE S 499', AND A PORTION OF THE SOUTH ½ OF LOTS 11-12-13-14 IN BLOCK 1, ALL WITHIN SAID MCCOLLUMS ADD IN THE CITY OF NEWTON, JASPER COUNTY, IOWA.

This Agreement made and entered into this _____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called "City" and Vernon Company, hereinafter called "Applicant."

WHEREAS, the Applicant requested grant funds for the relocation of a storm sewer at 605 West 4th Street North, Newton; and

WHEREAS, the Public Works Director reviewed the proposed project and recommends approval of the project;

WHEREAS, the applicant has bid the proposed work plan and provided bid costs to the Public Works Department and agreed to the lowest responsive responsible bidder to perform the work as described in this agreement.

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

Grant Funds be awarded to Vernon Company for relocation of public storm sewer up to and not to exceed ($21,981.67) Twenty-One Thousand, Nine Hundred and Eighty-One dollars and Sixty-Seven cents for Public Storm Sewer Relocation, provided a 2/3 match is met.

City of Newton agrees to:

1. City agrees to construction observation / inspection of the public storm sewer relocation
2. City agrees to establish new utility easement over newly relocated storm sewer
3. City agrees to record agreement with Jasper County Recorder Office
4. City will make timely payment of the grant funds upon completion of the verification process.

Applicant agrees to:

All work for relocated public storm sewer meet SUDAS specifications, adopted by the City of Newton, or approved by City Engineer.

1. All applicable licensing, bonds and permits required by city shall be provided
2. Existing storm sewer shall be capped and isolated from new relocated storm sewer.
3. Existing storm sewer easement shall be vacated and existing storm sewer shall become owned and maintained by the Vernon Company.
4. Vernon Company agrees to sign a new utility easement over the newly relocated public storm sewer.
5. Garling Construction Inc. on behalf of the Vernon Company agrees to submit invoices to the City of Newton for the relocation of the public storm sewer improvements.

Applicant: Tony Oberman

Tony Oberman
Vernon Company

Oct. 11, 2021
Date

Applicant:

Troy Pins
Garling Construction Inc.

10/12/21
Date

For City of Newton:

_____ _____

Michael L. Hansen, Mayor Date

Legal Descriptions: Attachments A-G

City of Newton Council Report

Item:
Resolution adopting the 2021 - 2023 Council Goals for the City of Newton.

Summary:
The 2021 – 2023 City Council Goals will serve as a guide during the upcoming budget process as well as serve as direction in setting priorities for City Staff.

Report Number: 21-278

Date:
October 18, 2021

Lead Department:
Administration Department

Recommendation:
Approve

Financial Impact:
No financial impact by adopting the Goals.

Background:
Presented for the City Council's consideration are the 2021 – 2023 City Council Goals. The City of Newton Goal Setting Process takes place every year. It is an opportunity for elected officials to communicate to the city administrator a work plan for the coming year. It also allows elected officials to communicate to staff which projects they consider to be the highest priority projects and serve Department Directors in the course of their daily work and the setting of priorities. These priorities are then used to create a budget proposal for Council consideration. The priorities selected by elected officials also guide City staff in developing a five-year Capital Improvement Plan (CIP) for the consideration of elected officials.

This year Goals were divided into two separate lists. The first was for priorities which would require funding of $20,000 or more and the second was for priorities which would require less than $20,000 in funding. During the Goal setting process, Council selected 9 of the $20,000 or more funding priorities and 4 of the $20,000 or less funding priorities.

Recommendation:
Staff recommends approval of the 2021 – 2023 Council Goals.

Matt Muckler
City Administrator

2020 – 2022 CITY COUNCIL GOALS – FUNDING REQUIRED

1. New Comprehensive Plan Consulting Services ($50,000, 11)
1. Tree Removal ($50,000, 11)
1. New Westwood Clubhouse ($1,000,000, 11) – FY23
4. Asphalt Mill/Overlay – Various Streets ($1,170,000, 10)
4. D&D Program ($350,000, 10)
6. Fire Department – Medic 1 Replacement ($285,000, 9)
6. Downtown Street Light Wiring & LED, Phase 2 ($110,000, 9)
6. Former Gas Plant Site Remediation ($460,000, 9) – FY23
6. Reconstruct 100 blocks of W. 2nd & W. 3rd St. S. & E. 2nd & E. 3rd St. S. ($830,000, 9)
10. Community Sidewalk Connections ($25,000, 8)
10. Police Department Equipment – Body Cams, Vests, Tasers, Emergency Lights ($75,000, 8)
10. Ball Field Playing Surface Upgrades ($25,000, 8)
13. City Hall – Parking Lot Reconstruction ($294,000, 7)
13. Police Department – Two New Squad Vehicles and Truck for Community Service Officers ($115,000, 7)
13. S. 5th Ave. W. Reconstruction Planning ($150,000, 7) – FY24
16. Union Cemetery GIS ($45,000, 6)
16. W. 3rd St. N. (200-300 blocks) HMA Overlays ($75,000, 6)
16. Sunset Park Phase I Improvements ($200,000, 6)
19. Fire Station Alert System ($30,000, 5)
19. Power Loads and Power Cots ($90,000, 5)
19. Public Works Building Improvements ($100,000, 5)
19. W. 19th St. S. Reconstruction ($1,130,000, 5) – FY24
19. Splash Pad ($425,000, 5) – FY23
19. Maytag Pool Upgrades ($1,050,000, 5) – FY27
25. Union Cemetery Expansion ($60,000, 4) – FY23
25. S. 5th Ave. Reconstruction ($1,500,000, 4) –FY25

The project cost and the number of votes per item is in parentheses. City Administrator recommends the removal of the highlighted goals from the list prior to adoption, as these items would require bonding at a level that is not in the City's best interest in FY22. Instead, the City Administrator recommends that these nine items should be placed in the CIP for fiscal years 23-27 in priority order as voted on by the City Council, leaving the Council with eighteen 2020-2022 goals.

DRAFT

RESOLUTION NO. 2021 – _____

RESOLUTION ADOPTING THE 2021 - 2023 COUNCIL GOALS FOR THE CITY OF NEWTON

WHEREAS, it is the fundamental and foundational purpose of the City of Newton to provide a safe community, encourage economic development, foster a high quality of life, and lead with effective, efficient governance; and

WHEREAS, the 2021 - 2023 City Council Goals set forth goals, objectives, and strategies to achieve these purposes as well as to set the future course for the City;

WHEREAS, the 2021 – 2023 City Council Goals will assist in the upcoming budget process for FY23;

WHEREAS, the 2021 - 2023 City Council Goals summarizes the details of the tasks and responsibilities that will serve Directors in the course of their daily work and the setting of priorities;

WHEREAS, it is important for the City Council, City Staff, and the community to clearly know the direction of the organization and to hold one another accountable for that direction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the attached 2021 - 2023 City Council Goals are hereby adopted and shall be used by City Staff in accomplishing the City's Goals.

PASSED this _____ day of October, 2021.

APPROVED this _____ day of October, 2021.

_____
Michael L. Hansen, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

2021 – 2023 CITY COUNCIL GOALS – MORE THAN $20,000 FUNDING REQUIRED

1. Westwood Clubhouse - $1,000,000 (25)
2. Construct Additional Infrastructure in Arbor Estates - $2,500,000 (18)
3. Hire Additional Finance Employee - $79,000 annually (17)
3. W. 4th St. S. Reconstruction - $900,000 (17)
5. Maytag Pool Mechanical Upgrades - $215,215 (16)
6. City Hall Skylight Replacement - $200,000 (14)
7. Joint Police/Fire Training and Storage Facility - $80,000 (13)
8. Sunset Park Improvements - $400,000 (11)
9. Splash Pad $200,000 (10)

2021 – 2023 CITY COUNCIL GOALS – LESS THAN $20,000 FUNDING REQUIRED

1. Develop Organizational Succession Plan (17)
2. Focused Economic Development at Interstate Exits (14)
2. Redevelopment of D&D Lots (14)
4. Examine Downtown Structural Issues (12)

The number of votes per item is listed in parentheses.