



City Commission Work Session
5:00 P.M.
November 14, 2017
City Hall, 3rd Floor Conference Room
Agenda

1. Receive representatives of Occidental Management regarding a development proposal for their site on South Kansas Avenue.
2. Possible executive session.

Note: As to item No. 2, we have several pending litigation items, several pending economic development recruitment matters, and a possible real estate acquisition matter. As time permits following the first work session agenda item, an executive session may be requested to update the Commissioner on one or more such matters

**AGENDA
CITY OF NEWTON, KANSAS
FOR A MEETING TO BE HELD AT
CITY HALL
7:00 P.M. November 28, 2017**

Type of Meeting: Regular

Attending:

| | | | |
|---------------------------------|-------|---|-------|
| <i>Mayor Hague</i> | _____ | <i>City Attorney Towle</i> | _____ |
| <i>Vice Mayor Nygaard</i> | _____ | <i>City Engineer/DPW Loomis</i> | _____ |
| <i>Commissioner Davis</i> | _____ | <i>PIO McDaniel</i> | _____ |
| <i>Commissioner Koehn</i> | _____ | <i>Dir. of Community Planning &</i> | |
| <i>Commissioner Valentine</i> | _____ | <i>Development McElroy</i> | _____ |
| <i>City Manager Myers</i> | _____ | <i>City Clerk Duerksen</i> | _____ |
| <i>Finance Director Pickman</i> | _____ | | |

**INVOCATION – Pastor Dave Froese, Koerner Heights Church
PLEDGE OF ALLEGIANCE**

CONSENT AGENDA

1. Consider the minutes of the November 14, 2017 meeting.
2. Mayor’s appointment: Historic Preservation Commission – Libby Albers, term ending 8-30-2020.

Action needed: Motion to approve the consent agenda.

REGULAR AGENDA

3. Recognition of community service and achievement:
 - A. Recognize the Newton High School fall sports teams and athletes who were State qualifiers and participants – to be introduced by NHS Activities Director Brian Becker.
 - B. Recognize Newton High School student Linda Moyo for being one of the 18 state qualifiers to attend the Jobs For America’s Graduates (JAG) National Student Leadership Academy, and for being named as one of three state officers for the JAG-Kansas chapter – to be introduced by USD 373 Superintendent, Deborah Hamm.
 - C. Recognize Megan Nagel, Santa Fe 5/6 Center teacher of Science and English Language Arts who has been named a finalist for the Kansas Teacher of the Year Award – to be introduced by NHS Principal Jennifer Smith.
 - D. Recognize Newton Medical Center for various recent accreditations and recognitions it has received for excellence and innovation – to be introduced by Newton Medical Center CEO, Val Gleason.

There is no power for change greater than a community discovering what it cares about.

4. Receive a report by Newton Fire/EMS Chief Scott Metzler and Newton Medical Center Nurse Practitioner Specialist Karen Lehman on the continued development of the Community Paramedicine program.
5. Receive a report on the recent fire events.
6. Receive the business plan for Grand Central.
7. Consider a settlement agreement to resolve the matter of Pilot International, Inc. et. al. vs. City of Newton, Kansas (2016-CV-85).

Action needed: Motion to approve the Settlement Agreement.

8. Right-of-Way Management:
 - A. Consider an Ordinance regulating the use of the public right-of-way.

Action needed: Motion to approve the Ordinance.

- B. Consider an Ordinance regarding sidewalk construction and reconstruction.

Action needed: Motion to approve the Ordinance.

9. Citizen's Forum.

Comments will be accepted from the audience on items not listed on the agenda. No action will be taken relative to items brought up under Citizen's Forum.

10. Adjournment.

Upcoming meetings:

| | |
|------------------------|--------------------|
| Dec. 14, 7:30 a.m. | Agenda Review |
| December 19, 5:00 p.m. | Work session |
| December 19, 7:00 p.m. | Commission meeting |
| January 4, 7:30 a.m. | Agenda Review |
| January 8, 7:00 p.m. | Commission meeting |

There is no power for change greater than a community discovering what it cares about.

CITY COMMISSION MEETING MINUTES
November 14, 2017

The Newton City Commission convened in regular session at 7:00 p.m. on November 14, 2017 at City Hall, 201 East 6th Street. Attending were Mayor Hague, Vice Mayor Nygaard, Commissioners Davis, Koehn and Valentine, City Manager Myers, Director of Finance Pickman, City Engineer/DPW Loomis, Director of Community Planning & Development McElroy, Director of Communications McDaniel, Chief Metzler, Chief Murphy and City Clerk Duerksen. City Attorney Towle was absent.

Girl Scout Junior Troop #40838 provided the invocation. The Mayor then led in the Pledge of Allegiance and presided over the items of business.

CONSENT AGENDA

1. **Consider the minutes of the October 24, 2017 work session and regular meeting.**
2. **Mayor's appointment: Historic Preservation Commission – Daryl Unruh, term ending 8-30-2020.**

MOTION: Commissioner Davis moved and Commission Koehn seconded to approve the Consent Agenda as presented. Motion carried.

REGULAR AGENDA

3. **Recognition of community service and achievement:**
 - A. **Recognize Bunting Magnetics, and its CEO and President Bob Bunting, for its continued growth and development as a multi-national company headquartered in Newton – to be introduced by City Manager Bob Myers.**

Bunting Magnetics was recognized for their continued growth and development as a multi-national company. CEO/President Bob Bunting noted they have become a global leader in total magnetic solutions for several industries including: plastics, food and grain, pharmaceuticals, recycling, automotive manufacturing and shredding, aggregate, minerals, printing and more. In 2017 they added manufacturing locations in Pennsylvania and the UK. Currently, they have 140 employees in Newton and over 220 worldwide.

4. **Receive results from the Harvey County Election Officer on November 7, 2017 election results.**

| | |
|-----------------|-------|
| Kathy Valentine | 1,868 |
| Leroy Koehn | 1,751 |
| Glen Davis | 1,595 |
| Libby Albers | 1,571 |
| Craig Simons | 1,286 |
| Ronald Eggert | 671 |
| Write-In | 40 |

The election results place Valentine and Koehn in four-year terms and Davis in a two-year term.

5. 2017 Budget Amendments

A. Conduct the public hearing on the 2017 budget.

Mayor Hague opened the public hearing at 7:20 p.m. There being no one to speak, the hearing was closed at 7:20 p.m.

B. Approve the published 2017 Budget amendments for the special highway fund, wastewater B&I fund, wastewater fund, and fire/police pension fund.

MOTION: Vice Mayor Nygaard moved and Commissioner Valentine seconded to approve the 2017 budget amendments. Motion carried.

6. Conduct the public hearing on vacating certain easements in the Newton Industrial Park.

As part of the agreement with Standridge Color Corporation to facilitate the expansion of their operations, the City is obligated to remove certain encumbrances against the land prior to closing, which include easements and certain restrictive covenants. Staff has reviewed the easement and supports the proposed vacation. No additional easement or reservations need to be retained to grant this vacation.

Mayor Hague opened the public hearing at 7:22 p.m. There being no one to speak, the hearing was closed at 7:22 p.m.

An Ordinance vacating drainage and utility easements within the Hauck Addition and the Newton Area Industrial Park Second Additional, all within the City of Newton, Harvey County, Kansas was considered.

MOTION: Commissioner Davis moved and Commissioner Koehn seconded this Ordinance, assigned 4951-17, and the Order of Vacation to be approved as presented. Motion carried.

7. Consider a Resolution setting forth the findings and orders of the City Commission as to the appeal of Robert Herrington from Environmental Hearing Officer proceeding as to nuisance and dilapidated structure conditions at 527 East 11th Street in Newton.

A Resolution setting forth the decision of the governing body of the City of Newton, Kansas, on an appeal findings and orders of the Environmental Hearing Officer on administrative property nuisance and dilapidated structure proceedings pertaining to conditions at 527 East 11th Street in the City of Newton was considered.

At the appeal hearing, Mr. Herrington did not present any evidence or information to the Commission which would serve to challenge the Environmental Hearing Officer's orders. He asked to be given further opportunity to repair the residential structure. Commissioners decided a written acceptable repair plan must be presented which accomplishes the repair of each and every item listed on the inspection report dated June 5, 2017, details of the specific work and materials to be used and the estimated costs, who will perform the repair work and the time line for each repair. Mr. Herrington has until December 15 at 5:00 p.m. to present the plan to the City Clerk.

MOTION: Commissioner Davis moved and Commissioner Valentine seconded this Resolution, assigned G-1180 be approved as presented. Motion carried.

8. Consider a request to release the Letter of Credit for Ron Harder for Autumn Glen 4th Addition.

A Resolution authorizing the release of certain financial guarantees in relation to public infrastructure projects for Autumn Glen Third Addition was considered.

Recently, property in Autumn Glen 3rd Addition was replatted and the Developer, Ron Harder, is asking that two letters of credit be released and a new one issued for the new lots. Staff stated Mr. Harder has a long history of successful residential developments in the City, which have not resulted in any delinquency in payment of the special assessments and has paid more than 35% of the total amount of said specials. New letters of credit have been issued for Autumn Glen 4th Addition. Staff recommended releasing letter of credit 20110728 and 20110729.

MOTION: Commissioner Koehn moved and Commissioner Davis seconded this Resolution, G-1181, be approved as presented. Motion carried.

9. Receive a staff report on issues dealing with wildlife in the community, including Newton Police Department/Animal Control activities and policies, plus tips for citizens in dealing with such issues.

Jennifer Burns, Animal Control officer, presented information on issues dealing with wildlife within the City. Guidelines by the Kansas Department of Wildlife and Parks are used and she noted it is illegal to trap and remove wildlife. The mere presence of an animal does not warrant removal of the animal. Individuals must make a reasonable effort to use non-lethal means to resolve problems with animals that are creating a nuisance or depredating property. She gave the following suggestions for getting rid of such animals: remove all food sources; eliminate the habitat; secure structures so wildlife cannot access them for a habitat; and treat yards for grubs.

10. Consider design agreement with HNTB for improvements to Taxiway C at the Newton City/County Airport.

KDOT completed an airport pavement management report and Taxiway C received a PCI of 68, which is a fair condition, making the runway a good candidate for rehabilitation. The FAA is in agreement and is ready to begin the design phase. HNTB is the engineering firm that was

selected to do work at the airport. Design work will begin immediately and be completed in early 2018 with the bid opening in late March. Cost for the design and bid services of \$40,682 is eligible for FAA funding at a 90/10, federal/local split. The City and County will each pay \$4,068. The County approved the agreement at their meeting on November 13.

MOTION: Commissioner Davis moved and Commissioner Valentine seconded to approve the design agreement for engineering services with HNTB Corporation as presented. Motion carried.

11. Consider a settlement agreement to resolve the matter of Pilot International, Inc. et al. vs. City of Newton, Kansas (2016-CV-85).

MOTION: Commissioner Valentine moved and Commissioner Koehn seconded to table this item to the next meeting. Motion carried.

12. Discuss moving Commission meetings to December 19th and January 8th

MOTION: Commissioner Davis moved and Commissioner Koehn seconded to hold Commission meetings on December 19, 2017 and January 8, 2018. Motion carried.

13. Citizen's Forum.

Ron Eggert, 2107 Sherwood Avenue, spoke about the need for diversity on the Commission and boards. He also felt that an ordinance creating Commission term limits was needed.

Pam Stevens, Chamber Director, shared about the Taste of Christmas event. An all-time high of 75 completed puzzles were turned in. The winners will be drawn at the Chamber breakfast. A video from the Taste of Newton was also shown.

In other business, the Mayor, Commissioner Koehn and the City Manager attended the YMCA one year anniversary breakfast. The snowflakes created by the Newton High School welding students have been placed in the downtown planters.

14. Adjournment.

There being no further business, the meeting adjourned at 8:20 p.m.

Mayor

ATTEST:

City Clerk

Grand Central, Inc.
Newton's Senior Center
Newton, Kansas



Business Plan

November 21, 2017

| COMMISSION COMMUNICATION | |
|---------------------------------|------------|
| <i>FOR MEETING OF</i> | 11-28-2017 |
| <i>AGENDA ITEM</i> | 6 |
| <i>FOR ACTION</i> | |

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Executive Summary

Grand Central believes passionately in the future where every senior citizen leads an enriching life. Our mission--to enrich the life of senior citizens and retired people--is a stepping stone to this future. Grand Central provides a physical setting and environment for a variety of activities appropriate for people age 55 and over.

Grand Central has built a local presence in Newton, Kansas by establishing a building with many programs addressing senior's physical, mental, social and spiritual well-being. Our regularly scheduled activities allow those transitioning from work to retirement a routine schedule to continue their interpersonal interaction with other participants.

Over the past year, Grand Central has taken a deeper look at how the organization can sustain itself in a world of fewer and fewer government funded programs to assist those who are aging. True to its mission, our organization feels there are many benefits to keeping seniors active and in their own homes. Staying in their own home is a key to maintaining an individual's self-esteem and self-worth. It also means these individuals continue to pay taxes and help support their growing communities. Having a resource such as Grand Central in our community is a great resource for seniors who seek to avoid isolation. It is well known that isolation of seniors often leads to depression.

As our organization has reached out to our City of Newton for financial assistance, we have recognized the need for us to be ready to assure leadership that we can be good stewards of any grants or donations given to us.

Grand Central continues to deal with challenges regarding its physical building upkeep, noting the building is 56 years old and has had minimal updates. Most emphatically, Grand Central needs updated heating and air conditioning. However, the building structure is solid.

Setting up an Expendable Fund with Central Kansas Community Foundation was a big step for our organization, knowing that our funds were limited but placing them in the foundation where our organization becomes more visible to the philanthropic community of Newton was a step in the right direction. As an expendable fund, this fund is available to us when and if needed to pay for unforeseen expenses at Grand Central. But our goal is to keep it there as a savings plan that will grow more than it does as a Certificate of Deposit in a bank. And our organization's name will be at the forefront when private citizens are looking for a viable organization when planning their estates.

Grand Central applied for a grant from the Kansas Leadership Center (KLC) but was unsuccessful in being a finalist. However, KLC has offered to help us build leadership capacity for our organization by meeting with us if we pay them an honorarium and mileage reimbursement. This remains a possible resource for us if we can come up with the necessary funds. Building leadership capacity may be the most critical thing we can do for Grand Central.

As an additional source of income, Grand Central introduced a policy on November 1, 2017 of charging a \$25/person user fee annually. This fee is intended to cover costs of general building maintenance. Those choosing to not pay the user fee have the option of paying a \$2 per day drop in fee. Classes with an instructor will also have a minimal fee charged. There are some activities and programs that are excluded from a user fee, such as the government funded Friendship Meals served at lunchtime. The Membership Committee will continue to analyze this new policy and adjust as needed. Thus far, approximately 100 patrons have paid the annual user fee since November 1, 2017.

Grand Central is like many other senior centers across the state of Kansas and across the United States in that it has a physical building that is utilized for senior activities most notably a lunchtime meal, social gatherings that incorporate fellowship along with dance, games, and education.

Growth in these activities will continue to grow as long as Grand Central has an adequate amount of funding to keep our building in working order. We have had to transfer an activity during the summer to the Newton Recreation Center where the air conditioning made the participants more comfortable.

The senior population is growing and expected to continue to grow based on recent study by Wichita State University in 2016 that shows seniors are the largest sector of population growth over the next 50 years. Harvey County is the top spot out of 105 counties in Kansas for retirees based on cost of living. Based on 2010 US Census, just over 3,000 seniors, 65 and over, live in Newton which is 16% of the population.

Grand Central signed a Partnership Agreement with Newton Recreation Commission in September 2017. This partnership promotes good neighbor relationships. For instance, the business manager at NRC will offer in-kind review of our financial processes to help identify any measures to improve processes. Another example of neighborliness is the NRC Maintenance Director reviewing our janitorial services to give suggested ideas to improve cleaning processes as well as techniques to assure safe practices to avoid injury. All are in kind services. Grand Central in return will promote volunteering opportunities to our patrons such as assisting with the Eight Man Football Playoff.

In 2014, Grand Central engaged a facilitator, Betty Johnson, to conduct a feasibility study for conducting a capital campaign for major upgrades to our building. Upon completion of the study, the decision was made to not proceed with the campaign because a leader for the project was not found. The entire cost of the study was borne by board members.

Mission and Vision

The Mission of Grand Central, Inc.: To enrich the life of seniors and retired people. Grand Central believes passionately in the future where every senior citizen in Newton and North Newton will look to our organization for ideas on staying active, maintaining a healthy lifestyle, enjoying friendships and interaction with the world around them. Our ultimate goal is to prevent social isolation of seniors as they retire from the workforce or from a career. Grand Central's vision is to fill the building to capacity at every event.

History

A visionary group, the National Association of Retired Teachers, began to seek support from other retired Newton groups to establish a dedicated senior center for Newton in 1984. They worked to obtain funding to purchase a building dedicated to seniors. The group officially formed as a non-profit and a 501(c)(3) certification and named the organization Newton Area Senior Center. Central Plains Area Agency on Aging gave a \$10,000 grant for a Newton Senior Center. A community development block grant sponsored by Harvey County helped the organization see funding come together. By 1987, they found a building and were able to make a purchase with \$60,000 down and \$115,000 financing package through Kansas Gas & Electric. This group knew that an active senior center could benefit not only older adults but the entire community. A nail salon that included a diabetic foot specialist occupied a space in the building and began offering a needed service for seniors. Newton Meals on Wheels rented office space for their Director in the building. The collaborative addition of this non-profit fit our mission since Meals on Wheels services are primarily directed to home bound seniors. In 2015, the Board of Directors voted to rename the senior center Grand Central, Inc. with the hopes that more seniors would not feel the stigma of aging. Many types of programs developed in 1987 and still are active today. Some programming has gone to the wayside as our community changed. The organization continues to seek the goals of the founding organization did in 1987.

Marketing Plan

Our goal is to finance our organization in short and long term through grants, user fees, fund raising, planned giving, our annual appeal letter, and individual giving. The programs we offer come as a result of listening to our constituents, our donors, and others in the community we serve. We use survey tools to gain the information we need to understand exactly what services and programs are most likely to be most valued by them. We offer training and educational programs for the over 55 age group ranging from Healthy Living Seminars, AARP Safe Driver Training, Exercise Programs, Medicare Drug Plan Annual Enrollment, and Medicare 101, a basic class for those soon to be age 65.

An integrated plan using strategic communications is used including E-mail, Events, Alliances, Public Relations, Annual Reports, Word of Mouth, Public Relations Committee, Facebook Enhancement, Donor Communications, Membership Committee, Newsletter, Strategic Planning Committee, Annual Report, Director and President of Board of Directors Speakers Bureau, and Board and PR Committee.

Operational Plan

Grand Central has a policy of obtaining insurance to protect ourselves from financial liability. The types of insurance we have include; Liability, Directors and Officers, Casualty, Workers Compensation, and Boiler Insurance and an umbrella coverage. The Board of Directors annually review insurance coverage and assure policies are adequate and up to date.

The Finance Committee with the bookkeeper establishes an annual budget. After the budget is written and it is approved by the Board of Directors, regular financial statements are produced on a monthly or quarterly basis that includes a Balance Sheet and a Profit & Loss Statement. Annually an External Audit is obtained.

Fund raising is an important part of Grand Central's core operations. Grand Central will submit grant (Appendix C) requests to foundations on a regular basis. A list of foundations and their grant cycles is maintained by Grand Central. We seek Corporate Support and seek to develop relations with local corporations and local managers at the individual store level.

Grand Central seeks to stay connected with individual donors on a regular basis by e-mail, phone call, or mail. Grand Central asks their donors for advice and/or suggestions. Grand Central will watch for Government agencies and send out Request for Proposals (RFPs). Planned Giving: Planned gifts will involve a lot of donor cultivation and work with Central Kansas Community Foundation to promote awareness. Fund raising Tracking will be maintained by the Director with the assistance of the bookkeeper and regularly reported to the Board of Directors.

Capitalization

Grand Central has no loans and no outstanding debts. An Expendable Fund was established for Grand Central through Central Kansas Community Foundation during 2017. When establishing this fund, \$5,000 was earmarked for the fund. These funds can be withdrawn without penalty for general use at Grand Central if necessary. Grand Central plans some type of fund raising each quarter. Currently, our major donors are American Legion, Post 2, Harvey County Department of Aging, the United Way and the City of Newton for the past two years.

Governance

The Grand Central Board of Directors is made up of eight unpaid individuals from the public, private and nonprofit sectors. It has played an active oversight role since the organization's founding and will continue to play an important role. Board members have committed to playing an active role in both fund raising and cultivating relationships in their personal and professional networks and forging new ties in the communities where Grand Central has or will have a presence. As the organization's governing body, the board will actively follow the effort to sustain the Newton senior center and work with the Director to monitor progress against the plan.

Several committees led by a board member or volunteer reports into the board on a regular basis. Committees include Building, Finance, Public Relations/Programming, and Membership and an Ad Hoc Strategic Planning. Grand Central patrons are encouraged to participate at the committee level and at monthly board meetings which are open to the public.

Board President Betty Lanzrath is a retired Health Information Management Director at Newton Medical Center. Lanzrath started her Newton career at the Axtell Christian Hospital and moved into the Newton Medical Center role upon hospital merger in 1987. Prior to this position, Lanzrath held a supervisory position in Medical Records Department at Wesley Medical Center. She holds a BS degree in Medical Record Administration from Wichita State University and a Masters of Arts degree from the College of St. Scholastica, Duluth, MN.

Board members are recruited on a regular basis with a focus on professional expertise in leadership, finances, marketing, programming, social service, and a specific interest in senior citizens. New recruits attend an orientation that includes Grand Central's history, 501c3 status, mission, bylaws, policies, finances, organizational chart, communication methods such as Facebook and monthly newsletter, web page, grant writing, committee responsibilities, fund raising, consent agenda explanation, conflict of interest policy and roles and responsibilities of board members. A full list of Board members is included in Appendix C.

Staff includes a part-time director who reports directly to the Board of Directors other staff is a contract part-time janitor. Grand Central's Director is Leslie Runnalls. She began her role in April 2016. She brings a great interest in senior citizens. She has held a variety of roles in other organizations such as Kansas Christian Home, Central Home Care, Prairie View, Railroad Savings and Loan, Newton Medical Center Medical Transcriptionist. Leslie has brought new programs to Grand Central and increased our patrons. She received her degree of BS in Music Education from Baker University, Baldwin City, Kansas.

The Importance of Volunteers at Grand Central, Inc.

Considering the small staff, volunteers are key to functions of Grand Central. Independent Sector states the latest value of a volunteer hour is \$24.14. The value of volunteer time is based on the hourly earnings (approximated from yearly values) of all production and non-supervisory workers on private non-farm payrolls average (based on yearly earnings provided by the Bureau of Labor Statistics) for the national average. Independent Sector indexes this figure to determine state values and increases it by 12 percent to estimate for fringe benefits. Contributions volunteers make to our communities and our country.¹ Grand Central seeks to recognize all volunteers on a regular basis with this past fall a special luncheon was held. Below are two tables, first one listing several years of total hours of Grand Central's volunteer's hours and their dollar value. Next is a table showing a sampling of various volunteer tasks and responsibilities.

| Year | Number | Hours | Dollar Value |
|-------|--------|-------|--------------|
| 2015 | 50 | 1,459 | \$11,501.76 |
| 2016 | 54 | 2,561 | \$85,962.54 |
| 2017* | 83 | 3,048 | \$73,578.72 |

* Data through October 2017

| Customer Service | Bus. & Financial Mgmt. | Community Outreach | Custodial |
|--|------------------------------|--|------------------------------|
| Check blood pressures | Bookkeeping | Presentation to civic clubs | Set up tables & chairs |
| Front Desk Receptionist | Data entry | Perform in choir for outside organizations | Paint rooms |
| Sew baby blankets to donate | Apply for grants | Taste of Newton vendor | General building maintenance |
| Serve meals & wash dishes | Collect user fees | United Way Chili cook-off participant | Change light bulbs |
| Instruct square dance, line dance, billiards | Prep documents for Shred Day | Prep paper for animal shelter cages | |

Programs and Services

The Programming/Public Relations Committee in conjunction with the Director and input from patrons and the public work to develop programs and activities in line with our mission and purpose. Some programs are ongoing while others are one-time events. Efforts are made to seek volunteers to deliver programs.

- Social and Physical
 - Square dance
 - Round dance
 - Line dance
 - Tai Chi
- Service
 - Choir
 - Pool Tournaments
 - Daily billiards/pool
 - Shopping trips to Wichita
 - Blood pressure checks
 - Diabetic shoe clinic
 - Monthly birthday party
 - Shared suppers
 - Instructions on needle/handwork
 - Friday night game night
 - Cards (pinochle, pitch, etc.)
 - Bingo games
 - Chair massage
 - Hearing aid cleaning and repair service
 - Fiesta fund raising
 - United Way Chili Cook off
 - Out of State bus trips
 - Taste of Newton vendor
 - Friendship meals
 - Better breathers class
 - Medicare Part D Drug Plan Annual Enrollment
 - Site for Friendship Meals
 - Office space for Meals on Wheels
 - Site for Tips and Toes Nail Salon
 - Annual Community Veterans Day Celebration co-host with American Legion
- Educational
 - Public library series
 - Legal advisor
 - Medicare introductory class for new retirees
 - Beginners pool class
 - Crafts
 - Sewing
 - Community chat

Appendix A: Grand Central Board of Directors

Board Members include the following:

⑩ Betty Lanzrath, term 2015-2017, President, 2016-2017

Background: Retired Director of Health Information Management, focusing on medical record management, coding and billing, transcription, maintenance of confidentiality and record processing, Newton Medical Center for 32 years. Volunteers with Harvey County Extension as Senior Health Insurance Counselor.

⑩ Twyla Kovac, term 2000-2017, Vice President, 2017-2019, served as President xxx

Background: Retired from Newton Meals on Wheels Executive Director after 23 years, volunteers on the Harvey County RSVP board of directors, and serves as treasurer for the Mid Kansas Senior Center Association.

⑩ Dennis Quiring, term 2013-2015, 2016-2018, Treasurer/Bookkeeper 2017-2019

Background: Retired, Paramedic from 1973 to 1995 for the City of Newton, KS From 1995-2011 worked as Risk Manager for City of Newton, member of the Newton Kiwanis Club and volunteers for Newton Meals on Wheels as a food distributor.

⑩ Bob Driskill, term 2016-2018

Background: Retired from the Burlington Northern Santa Fe Railroad after being employed as an Electronic Technician for 42 years. While employed at the Railroad conducted classes on Quality across the Santa Fe Railroad, a member of Toastmasters International for 29 years, a District Officer for 6 years and all 6 years the District was distinguished, there were around 1500 members in the District, and Toastmasters is a volunteer organization.

⑩ Sue Poe, term 2017-2019

Background: Sue Poe retired four years from cashier and store clerk jobs. Enjoys working on fund raisers because of her love of working with, meeting and talking to people. She assists with computer graphics at Grand Central.

⑩ Patricia Wimmer, term 2017-2019

Background: Retired from Learning Center at United Methodist Youthville, previously working in the State of Kansas Permit Office. Volunteering on Diversity Committee of City of Newton, Newton/North Newton Planning Commission, President of Quail Creek Homeowners Association and Newton Medical Center Volunteer Association.

⑩ John Sommer, term 2016-2018, Board member of Grand Central for two years and is currently retired.

Background: Financial Adviser for 14 years with Everence Financial, served as an administrator for a church related international service program, 11 years as Human Resource Director and 7 years as Asia Director; volunteering through the local Kiwanis Club along with delivering Meals on Wheels for 5 years.

⑩ Dorothy Wedel, term 2015-2017

Background: Retired from 25 years as a Social Worker at State of Kansas in Child Protection Services in Liberal, volunteers at American Legion Auxiliary and at Grand Central.

Harry Wolfe and Jeniffer Driskill were added to the Board at the 21 Nov 2017 meeting.

Appendix B: Board Members Responsibilities

1. Determine the mission and purpose
2. Select the Chief Executive
3. Open doors and make connections
4. Ensure effective planning
5. Ensure adequate resources
6. Invite others to contribute
7. Make a personal contribution
8. Manage resources effectively
9. Enhance the public standing
10. Ensure integrity and accountability

Appendix C: Grants

Grant Requests and Grants Received for Grand Central, Inc.; 2015-2017*

| Agencies | 2015 | | 2016 | | 2017 |
|------------------------------|-----------|-----------|-----------|-----------|------------|
| | Requests | Rec'd | Requests | Rec'd | Requests |
| Hv Co Senior Mill Levy | \$ 24,000 | \$ 24,000 | \$ 24,000 | \$ 24,000 | \$ 24,000 |
| Hv Co United Way | \$ 10,400 | \$ 6,630 | \$ 7,000 | \$ 5,707 | \$ 7,010 |
| North Newton Foundation | \$ 989 | \$ 500 | \$ 500 | \$ - | \$ 3,400 |
| City of Newton | \$ - | \$ - | \$ 15,000 | \$ 15,000 | \$ 15,000 |
| BCBS of Ks Foundation | \$ - | \$ - | \$ 1,000 | \$ 1,000 | \$ - |
| Book Reviews | \$ - | \$ - | \$ 1,200 | \$ - | \$ - |
| Et Cetera Local Giving Fund | \$ - | \$ - | \$ 5,000 | \$ - | \$ - |
| Monsanto** | \$ - | \$ - | \$ 2,500 | \$ - | \$ 2,500 |
| Newton Women's Community Fnd | \$ - | \$ - | \$ 2,500 | \$ - | \$ 3,000 |
| Ks Leadership Ctr*** | \$ - | \$ - | \$ - | \$ - | \$ 15,000 |
| Dreyfus Foundation** | \$ - | \$ - | \$ - | \$ - | \$ 20,000 |
| Total | \$ 35,389 | \$ 31,130 | \$ 89,830 | \$ 45,707 | \$ 135,617 |

*Reporting through October 2017

**Pending applications in 2017: Monsanto, Dreyfus Foundation

***KLC original award was denied but KLC is offering an alternate opportunity for education of board leadership with associated costs.

Appendix D: Strategic Planning Committee Membership

Betty Lanzrath, President, Board of Directors, Grand Central, Inc.

Dennis Quiring, Treasurer, Board of Directors, Grand Central, Inc.

Bob Driskill, Board of Directors, Grand Central, Inc.

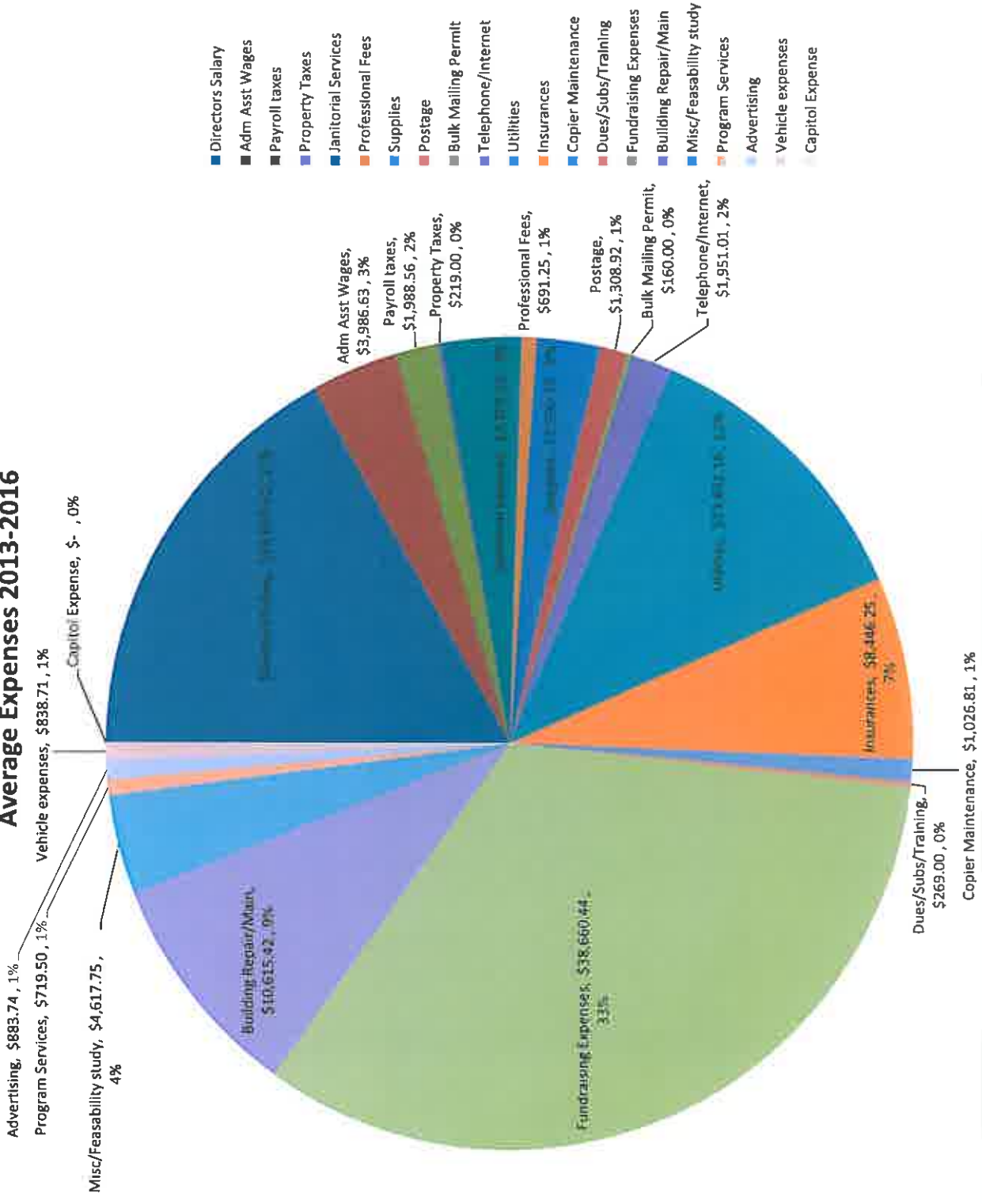
John Sommer, Board of Directors, Grand Central, Inc.

Leslie Runnalls, Director, Grand Central, Inc.

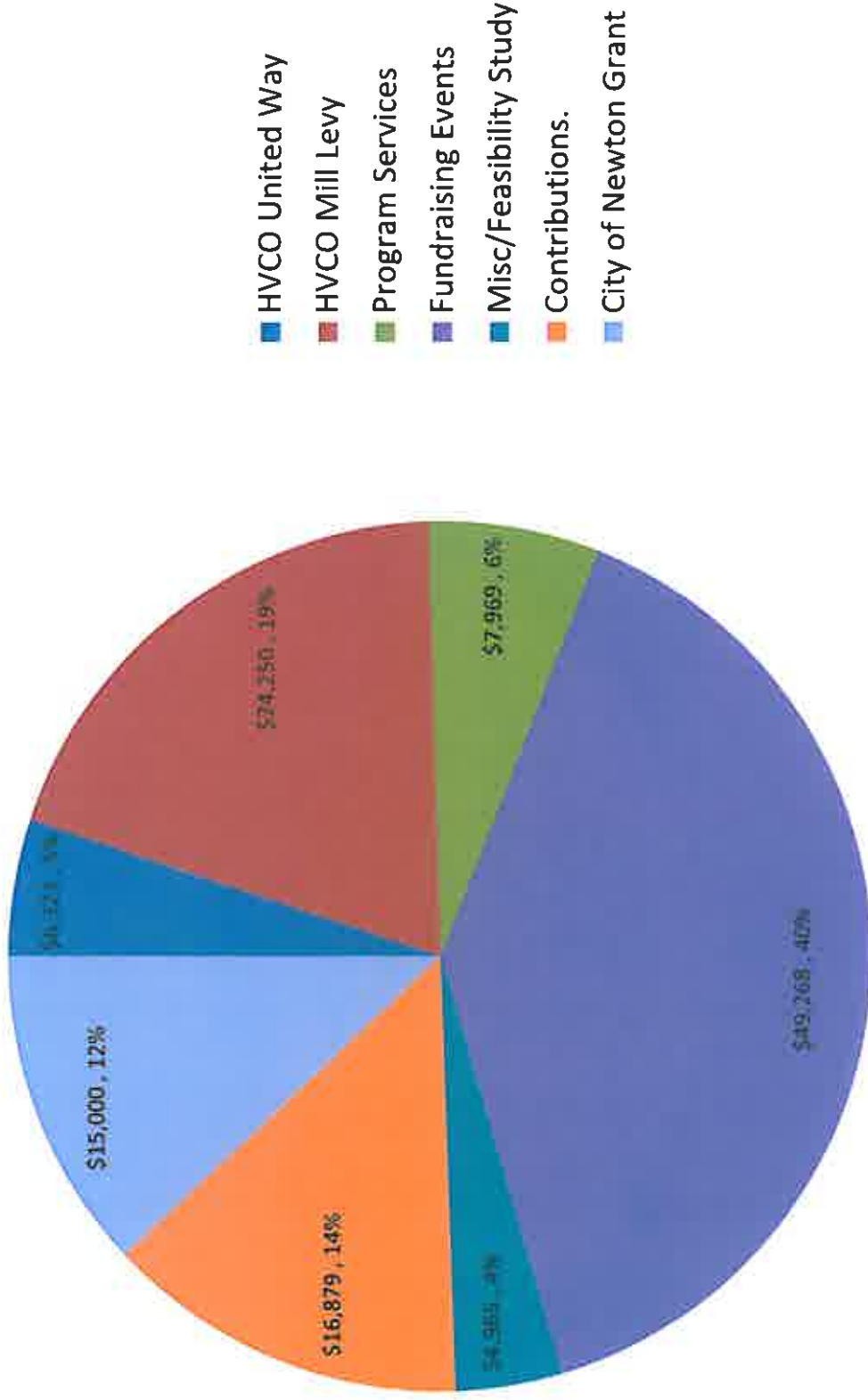
Liz Koehn, Former Board Member of Grand Central, Inc., Citizens State Bank

Tim Marlar, Former Board Member of Grand Central, Inc.

Average Expenses 2013-2016



Average Income for Grand Central, 2013-2016



* City of Newton Grant, 2016 only.

10:11 AM
09/26/17
Cash Basis

Newton Area Senior Center
Balance Sheet
As of December 31, 2016

| | Dec 31, 16 |
|---------------------------------------|-------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 100 · Midland National Bank | 13,911.24 |
| 110.1 · CD 46563 (8 day) | 3,521.43 |
| 110.2 · CD 46562 | 2,882.70 |
| Total Checking/Savings | <u>20,315.37</u> |
| Total Current Assets | 20,315.37 |
| Fixed Assets | |
| 150 · Buildings - Operating | 256,109.81 |
| 151 · Accum Depr - Building | -197,854.50 |
| 155 · Furniture and Equipment | 17,664.37 |
| 156 · Accum Depr - F & E | -16,917.53 |
| Total Fixed Assets | <u>59,002.15</u> |
| TOTAL ASSETS | <u><u>79,317.52</u></u> |
| LIABILITIES & EQUITY | |
| Equity | |
| 300 · Unrestricted Net Assets | 72,435.59 |
| 301 · Temp Restricted Net Assets | 1,992.49 |
| Net Income | 4,889.44 |
| Total Equity | <u>79,317.52</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>79,317.52</u></u> |

10:16 AM
 09/26/17
 Cash Basis

Newton Area Senior Center
Profit & Loss
 January through December 2016

Jan - Dec 16

| Ordinary Income/Expense | |
|--|------------------|
| Income | |
| 400 · Contributions | |
| 400.21 · Christmas Supper | 114.00 |
| 400.16 · Designated - Chili Cook-Off | 47.50 |
| 400.3 · General Fund Income | 15,035.00 |
| 400.5 · Appeal Letter | 2,723.45 |
| 400.7 · American Legion | 2,565.00 |
| 400 · Contributions - Other | 1,248.53 |
| Total 400 · Contributions | 21,733.48 |
| 401 · Memorials | 1,216.00 |
| 402 · Interest | 7.28 |
| 405 · UNITED WAY ALLOCATION | 5,707.50 |
| 406 · HARVEY CO. MILL LEVY | 24,000.00 |
| 410 · FUND RAISER REVENUE | |
| 410.18 · Chili Sales | 39.00 |
| 410.16 · Tours Incom | 7,157.72 |
| 410.17 · Dance | 1,505.62 |
| 410.14 · Picnic/Concert | 3,046.00 |
| 410.13 · Mexican Dinner | 757.00 |
| 410.11 · Vending Machine Money | 581.58 |
| 410.6 · Miscellaneous Fund Raising | 38.00 |
| 410.7 · Burrito Sales | 676.00 |
| 410.8 · Breakfast | 932.26 |
| 410 · FUND RAISER REVENUE - Other | 60.00 |
| Total 410 · FUND RAISER REVENUE | 14,793.18 |
| 414 · SENIOR CTR. PROGRAMS | |
| 414.8 · BCBS_Tai Chi Program | 1,241.50 |
| 414.7 · Kroger | 169.21 |
| 414.1 · Newsletter Postage | 201.00 |
| 414.3 · Nall Program | 3,325.00 |
| 414.4 · Hospitality Room | 1,250.00 |
| 414.5 · Meals on Wheels | 2,275.00 |
| 414.6 · Other Program Service | 5.00 |
| Total 414 · SENIOR CTR. PROGRAMS | 8,466.71 |
| 420 · MISC INCOME | |
| 420.10 · Giving Tuesday | 161.54 |
| 420.11 · Womens Pool | 6.00 |
| 420.91 · Amazon Smile | 39.99 |
| 420.9 · Dillons | 671.31 |
| 420.8 · Van Revenue | 2,629.64 |
| 420.2 · Coffee Acct. | 157.55 |
| 420.3 · Copier Use | 74.43 |
| 420.4 · Other Misc | 39.50 |
| 420.6 · Golden Notes | 8.00 |
| 420 · MISC INCOME - Other | 686.58 |
| Total 420 · MISC INCOME | 4,474.54 |
| Total Income | 80,398.69 |
| Expense | |
| 500 · OPERATIONS FUNDS | |
| 500.12 · Attorney/Professional Fees | 0.00 |
| 500.1 · Audit & Prof. Fees | 715.00 |
| 500.2 · Building Repairs | 5,530.58 |
| 500.3 · Bulk Mailing Permit | 215.00 |
| 500.4 · Copier-Maintenance | 1,237.28 |
| 500.5 · Corporation Fees | 40.00 |
| 500.7 · Directors Salary | 16,051.39 |
| 500.71 · Administrative Assistant Salary | 2,695.00 |
| Total 500 · OPERATIONS FUNDS | 26,484.25 |
| 500.9 · Depreciation | 9,472.29 |

10:16 AM
 09/26/17
 Cash Basis

Newton Area Senior Center
Profit & Loss
 January through December 2016

| | Jan - Dec 16 |
|---|--------------|
| 501 · SUPPLIES | |
| 501.4 · Vehicle Maintenance | 17.37 |
| 501.3 · Auto Fuel | 83.70 |
| 501.1 · Administration Supplies | 2,190.38 |
| 501.2 · Building Supplies | 888.92 |
| 501 · SUPPLIES - Other | 3.41 |
| Total 501 · SUPPLIES | 3,183.78 |
| 502 · TELEPHONE | 864.75 |
| 503 · POSTAGE, PRINTING, ETC | |
| 503.1 · Administration Postage | 116.25 |
| 503.2 · Newsletter Postage | 1,333.91 |
| 503 · POSTAGE, PRINTING, ETC - Other | 5.97 |
| Total 503 · POSTAGE, PRINTING, ETC | 1,456.13 |
| 504 · FUNDRAISING EXPENSE | |
| 504.09 · Operation Christmas Child | 114.00 |
| 504.04 · Chili Cookoff Expenses | 106.72 |
| 504.08 · Annual Picnic Concert | 2,518.48 |
| 504.07 · Vending Machine & Drinks | 197.22 |
| 504.4 · Burritos/Mexican Dinner | 503.69 |
| 504.5 · Monthly Breakfast | 349.51 |
| 504 · FUNDRAISING EXPENSE - Other | 130.11 |
| Total 504 · FUNDRAISING EXPENSE | 3,919.73 |
| 507 · Utilities | |
| 507.1 · Water & Sewer | 1,320.20 |
| 507.2 · Gas | 1,327.85 |
| 507.3 · Electricity | 10,604.31 |
| Total 507 · Utilities | 13,252.36 |
| 508 · INSURANCE | |
| 508.7 · Umbrella | 583.50 |
| 508.6 · Auto | 337.00 |
| 508.5 · Directors & Officers | 337.50 |
| 508.1 · Property Insurance | 5,520.78 |
| 508.2 · Workman's Compensation | 1,246.12 |
| 508.4 · General Liability | 1,148.03 |
| Total 508 · INSURANCE | 9,172.93 |
| 509 · Internet | 969.22 |
| 510 · MISCELLANEOUS | |
| 510.22 · BCBS Tai Chi | 735.36 |
| 510.2 · Miscellaneous | 378.83 |
| 510.4 · Travel & Meetings | 11.00 |
| 510 · MISCELLANEOUS - Other | 50.00 |
| Total 510 · MISCELLANEOUS | 1,175.19 |
| 512 · Program Services | |
| 512.1 · Hospitality Room | 260.00 |
| 512.2 · Miscellaneous | 11.38 |
| Total 512 · Program Services | 271.38 |
| 513 · BANK CHARGES | 20.00 |
| 521 · PAYROLL TAXES | |
| 521.1 · Federal Tax | 10.07 |
| 521.2 · State Tax | 0.00 |
| 521.3 · Medicare | 271.85 |
| 521.4 · Social Security Tax | 1,162.25 |
| Total 521 · PAYROLL TAXES | 1,444.17 |
| 523 · OTHER TYPE OF EXPENSE | |
| 523.1 · Advertising Expenses | 666.30 |
| Total 523 · OTHER TYPE OF EXPENSE | 666.30 |
| 524 · JANITOR SERVICES | 2,006.00 |
| 525 · Real Estate, Personal Prop Tax | 190.00 |

10:16 AM
09/26/17
Cash Basis

Newton Area Senior Center
Profit & Loss
January through December 2016

| | Jan - Dec 16 |
|-----------------------|-----------------|
| 526 · Refuse Disposal | 960.77 |
| Total Expense | 75,509.25 |
| Net Ordinary Income | 4,889.44 |
| Net Income | <u>4,889.44</u> |

11:34 AM
11/21/17
Cash Basis

Newton Area Senior Center
Balance Sheet
As of November 21, 2017

| | <u>Nov 21, 17</u> |
|---------------------------------------|-------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 110.4 · Grand Central Inc. Fund | 5,054.39 |
| 100 · Midland National Bank | 25,548.84 |
| Total Checking/Savings | <u>30,603.23</u> |
| Total Current Assets | 30,603.23 |
| Fixed Assets | |
| 150 · Buildings - Operating | 256,109.81 |
| 151 · Accum Depr - Building | -197,854.50 |
| 155 · Furniture and Equipment | 17,864.37 |
| 156 · Accum Depr -F & E | -16,917.53 |
| Total Fixed Assets | <u>59,002.15</u> |
| TOTAL ASSETS | <u>89,605.38</u> |
| LIABILITIES & EQUITY | |
| Equity | |
| 300 · Unrestricted Net Assets | 77,325.03 |
| 301 · Temp Restricted Net Assets | 1,992.49 |
| Net Income | 10,287.86 |
| Total Equity | <u>89,605.38</u> |
| TOTAL LIABILITIES & EQUITY | <u>89,605.38</u> |

11:37 AM
 11/21/17
 Cash Basis

Newton Area Senior Center
Profit & Loss
 January 1 through November 21, 2017

| | Jan 1 - Nov 21, 17 |
|---|--------------------|
| Ordinary Income/Expense | |
| Income | |
| 404 · CITY OF NEWTON | 15,000.00 |
| 400 · Contributions | |
| 400.25 · Membership Dues | |
| 400.26 · Dally Fees | 54.00 |
| 400.25 · Membership Dues - Other | 2,293.00 |
| Total 400.25 · Membership Dues | 2,347.00 |
| 400.1 · Capital Funds HVAC | 3,836.95 |
| 400.3 · General Fund Income | 30.00 |
| 400.5 · Appeal Letter | 180.00 |
| 400.7 · American Legion | 3,107.65 |
| 43450 · Indlvid, Business Contributions | 1,518.00 |
| Total 400 · Contributions | 11,019.60 |
| 401 · Memorials | 890.00 |
| 402 · Interest | 88.24 |
| 405 · UNITED WAY ALLOCATION | 3,350.00 |
| 406 · HARVEY CO. MILL LEVY | 24,000.00 |
| 410 · FUND RAISER REVENUE | |
| 400.21 · Christmas Supper | 254.00 |
| 410.19 · Taste of Newton | 492.10 |
| 410.18 · Chill Sales | 40.18 |
| 410.17 · Dance | 1,361.50 |
| 410.13 · Mexcan Dinner | 1,237.59 |
| 410.11 · Vending Machine Money | 520.78 |
| 410.2 · Country Fair | 2,452.19 |
| 410.6 · Miscellaneous Fund Raising | 1.50 |
| 410.9 · Bus Tours | |
| 410.901 · Washington DC Tour 2018 | 4,300.00 |
| 410.9 · Bus Tours - Other | 30,955.18 |
| Total 410.9 · Bus Tours | 35,255.18 |
| Total 410 · FUND RAISER REVENUE | 41,615.02 |
| 414 · SENIOR CTR. PROGRAMS | |
| 414.8 · BCBS_Tai Chl Program | 263.00 |
| 414.1 · Newsletter Postage | 1.00 |
| 414.3 · Nail Program | 2,545.00 |
| 414.4 · Hospitality Room | 310.00 |
| 414.5 · Meals on Wheels | 1,750.00 |
| 414.6 · Other Program Service | 15.10 |
| Total 414 · SENIOR CTR. PROGRAMS | 4,884.10 |
| 420 · MISC INCOME | |
| 420.12 · Sewing Alterations | 26.00 |
| 420.91 · Amazon Smille | 22.77 |
| 420.9 · Dillons | 575.00 |
| 420.2 · Coffee Acct. | 73.54 |
| 420.3 · Copler Use | 7.93 |
| 420.4 · Other Misc | 200.90 |
| 420.6 · Golden Notes | 210.00 |
| 420 · MISC INCOME - Other | 195.00 |
| Total 420 · MISC INCOME | 1,311.14 |
| Total Income | 102,158.10 |

11:37 AM
 11/21/17
 Cash Basis

Newton Area Senior Center
Profit & Loss
 January 1 through November 21, 2017

| | Jan 1 - Nov 21, 17 |
|---|--------------------|
| Expense | |
| 500 · OPERATIONS FUNDS | |
| 500.1 · Audit & Prof. Fees | 725.00 |
| 500.11 · CD 46562 (6 month) | 1.41 |
| 500.2 · Building Repairs | 5,595.79 |
| 500.3 · Bulk Mailing Permit | 225.00 |
| 500.4 · Copier-Maintenance | 1,094.85 |
| 500.5 · Corporation Fees | 40.00 |
| 500.7 · Directors Salary | 19,827.57 |
| 500.71 · Administrative Assistant Salary | 2,421.00 |
| Total 500 · OPERATIONS FUNDS | 29,930.62 |
| 501 · SUPPLIES | |
| 501.1 · Administration Supplies | 1,889.08 |
| 501.2 · Building Supplies | 875.60 |
| Total 501 · SUPPLIES | 2,764.68 |
| 503 · POSTAGE, PRINTING, ETC | |
| 503.1 · Administration Postage | 108.88 |
| 503.2 · Newsletter Postage | 719.80 |
| Total 503 · POSTAGE, PRINTING, ETC | 828.68 |
| 504 · FUNDRAISING EXPENSE | |
| 504.10 · Taste of Newton | 271.25 |
| 504.04 · Chili Cookoff Expenses | 290.00 |
| 504.6 · Bus Tour | 30,248.00 |
| 504.07 · Vending Machine & Drinks | 151.22 |
| 504.2 · Monthly Fundraisers | 210.15 |
| 504.4 · Burritos/Mexican Dinner | 246.62 |
| 504.5 · Monthly Breakfast | 7.52 |
| 504 · FUNDRAISING EXPENSE - Other | 500.00 |
| Total 504 · FUNDRAISING EXPENSE | 31,924.76 |
| 507 · Utilities | |
| 507.5 · Internet | 1,018.34 |
| 507.4 · Telephone | 654.93 |
| 507.1 · Water & Sewer | 1,306.05 |
| 507.2 · Gas | 1,234.13 |
| 507.3 · Electricity | 8,260.29 |
| Total 507 · Utilities | 12,473.74 |
| 508 · INSURANCE | |
| 508.7 · Umbrella | 778.00 |
| 508.6 · Auto | 100.00 |
| 508.5 · Directors & Officers | 450.00 |
| 508.1 · Property Insurance | 4,304.25 |
| 508.2 · Workman's Compensation | 967.00 |
| 508.4 · General Liability | 947.00 |
| Total 508 · INSURANCE | 7,546.25 |
| 510 · MISCELLANEOUS | |
| 510.22 · BCBS Tai Chi | 930.00 |
| 510.07 · Choir Expense | 48.99 |
| 510.2 · Miscellaneous | 780.20 |
| 510.4 · Travel & Meetings | 50.00 |
| Total 510 · MISCELLANEOUS | 1,809.19 |
| 513 · BANK CHARGES | 25.00 |
| 521 · PAYROLL TAXES | |
| 521.1 · Federal Tax | -43.00 |
| 521.2 · State Tax | -178.58 |
| 521.3 · Medicare | 408.33 |
| 521.4 · Social Security Tax | 1,262.34 |
| Total 521 · PAYROLL TAXES | 1,449.09 |

11:37 AM
11/21/17
Cash Basis

Newton Area Senior Center
Profit & Loss
January 1 through November 21, 2017

| | <u>Jan 1 - Nov 21, 17</u> |
|---|---------------------------|
| 523 · OTHER TYPE OF EXPENSE | |
| 523.1 · Advertising Expenses | 949.00 |
| Total 523 · OTHER TYPE OF EXPENSE | <u>949.00</u> |
| 524 · JANITOR SERVICES | 1,753.00 |
| 525 · Real Estate, Personal Prop Tax | 190.00 |
| 526 · Refuse Disposal | 226.00 |
| 66900 · Reconciliation Discrepancies | <u>0.23</u> |
| Total Expense | <u>91,870.24</u> |
| Net Ordinary Income | <u>10,287.86</u> |
| Net Income | <u><u>10,287.86</u></u> |

Grand Central Financial Calendar 2017

| DATE (Tuesdays) | TASK 1 (weekly) | TASK 2 (2x/mo) | TASK 3 (monthly) | TASK 4 (Qtr) |
|-----------------|--------------------------|----------------|---------------------|-----------------------------|
| 01/03/17 | Pay bills - log deposits | | \$450.00 United Way | |
| 01/10/17 | Pay bills - log deposits | Payroll | | |
| 01/17/17 | Pay bills - log deposits | | | |
| 01/24/17 | Pay bills - log deposits | | | |
| 01/31/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 02/07/17 | Pay bills - log deposits | | \$450.00 United Way | \$6K HV CO mill levy |
| 02/14/17 | Pay bills - log deposits | Payroll | | |
| 02/21/17 | Pay bills - log deposits | | | |
| 02/28/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 03/07/17 | Pay bills - log deposits | | \$450.00 United Way | |
| 03/14/17 | Pay bills - log deposits | Payroll | | |
| 03/21/17 | Pay bills - log deposits | | | |
| 03/28/17 | Pay bills - log deposits | Payroll | Federal 941 | Fed 941 Qtr - KS Income Tax |
| 04/04/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 04/11/17 | Pay bills - log deposits | Payroll | | |
| 04/18/17 | Pay bills - log deposits | | | |
| 04/25/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 05/02/17 | Pay bills - log deposits | | \$250.00 United Way | \$6K HV CO mill levy |
| 05/09/17 | Pay bills - log deposits | Payroll | | |
| 05/16/17 | Pay bills - log deposits | | | |
| 05/23/17 | Pay bills - log deposits | | | |
| 05/30/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 06/06/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 06/13/17 | Pay bills - log deposits | Payroll | | |
| 06/20/17 | Pay bills - log deposits | | | |
| 06/27/17 | Pay bills - log deposits | Payroll | Federal 941 | Fed 941 Qtr - KS Income Tax |

KS income tax 25th of mo, quarterly on line
 941 Fed income tax end of month, q mo, q qtr

1st of Month
 EFT deposit 250.00 United Way

Mill Levy HV CO
 10th-Feb, May, Aug, Nov

Grand Central Financial Calendar 2017

| DATE (Tuesdays) | TASK 1 (weekly) | TASK 2 (2x/mo) | TASK 3 (monthly) | TASK 4 (Qtr) |
|-----------------|--------------------------|----------------|------------------------------|-----------------------------|
| 07/04/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 07/11/17 | Pay bills - log deposits | Payroll | | |
| 07/18/17 | Pay bills - log deposits | | | |
| 07/25/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 08/01/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 08/08/17 | Pay bills - log deposits | Payroll | | |
| 08/15/17 | Pay bills - log deposits | | | \$6K HV CO mill levy |
| 08/22/17 | Pay bills - log deposits | | | |
| 08/29/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 09/05/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 09/12/17 | Pay bills - log deposits | Payroll | | |
| 09/19/17 | Pay bills - log deposits | | | |
| 09/26/17 | Pay bills - log deposits | Payroll | Federal 941 | Fed 941 Qtr - KS Income Tax |
| 10/03/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 10/10/17 | Pay bills - log deposits | Payroll | | |
| 10/17/17 | Pay bills - log deposits | | | |
| 10/24/17 | Pay bills - log deposits | | | |
| 10/31/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 11/07/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 11/14/17 | Pay bills - log deposits | Payroll | | \$6K HV CO mill levy |
| 11/21/17 | Pay bills - log deposits | | | |
| 11/28/17 | Pay bills - log deposits | Payroll | Federal 941 | |
| 12/05/17 | Pay bills - log deposits | | \$250.00 United Way | |
| 12/12/17 | Pay bills - log deposits | Payroll | | |
| 12/19/17 | Pay bills - log deposits | | | |
| 12/26/17 | Pay bills - log deposits | Payroll | Federal 941, pr to KM for W2 | Fed 941 Qtr - KS Income Tax |

1st of Month
EFT deposit 250.00 United Way

KS income tax 25th of mo, quarterly on line
941 Fed income tax end of month, q mo, q qtr

Mill Levy HV CO
10th-Feb, May, Aug, Nov



Robert D. Myers
Newton City Manager and
Senior Legal Counsel
bmyers@newtonkansas.com

Christopher J. Towle
City Attorney
ctowle@newtonkansas.com

To: Newton City Commissioners

From: Chris Towle, City Attorney

CT

201 E Sixth, PO Box 426
Newton KS 67114-0426

P: 316-284-6018
F: 316-221-5255

Re: **Proposed Release & Settlement Agreement**
Pilot International v. City of Newton (2016-CV-85)

Date: November 20, 2017

This memo has been drafted to provide you with an overview of the attached "Global Release and Settlement Agreement as to All Claims" which has been signed by the Plaintiff, and is presented for your consideration.

As a preliminary matter, this is a matter of current litigation, with the case still pending in Harvey County District Court. As such, you are free to conduct an executive session to discuss the terms of this agreement, as well as any additional related matters. However, should you elect to take any final action on this item, such as executing the attached agreement, you will be required to do so in an open and public session.

Should you elect to approve the agreement in its current form, a motion and majority vote will be required. If there are any portions of this agreement that you do not find to be acceptable, you should not approve this agreement. Instead, those concerns should be raised in a closed executive session.

Background:

Pilot International (Pilot) is a former hangar tenant at the Newton City-County Airport. In a lawsuit filed in Harvey County District Court on August 29, 2016, Pilot alleged that in June of

| COMMISSION COMMUNICATION | |
|---------------------------------|------------|
| FOR MEETING OF | 11-28-2017 |
| AGENDA ITEM | 7 |
| FOR ACTION | |

2015 an aircraft housed at the Airport was damaged when City employees negligently moved the aircraft. Pilot's lawsuit claimed damages of \$2,305.36 in repair costs and diminution of value in an amount in excess of \$75,000.00.

At the time the lawsuit was filed, the City filed a counterclaim requesting past due rent and fuel charges in the amount of \$9,568.13. During the time that litigation continued, that amount continued to grow, with the City calculating a final amount due of \$13,996.86 when Pilot agreed to vacate the premises. It should be noted that the City holds an insurance policy that provides coverage for the damages alleged in the Plaintiff's lawsuit, but the amount owed for rent and fuel is not insured.

Proposed Agreement:

Should you elect to approve the attached Agreement, both Pilot's lawsuit against the City, and the City's counterclaim against Pilot will be dismissed. Further, this agreement requires certain payments to be made between the parties. First, the City's insurance carrier would submit a payment of \$15,000.00 to Pilot International. Upon receipt of those funds, Pilot would then make a payment of \$9,500.00 to the City of Newton for the amounts owed for past due rent and fuel. By adopting this agreement, the City is forgiving \$4,496.86 of the past due rent and fuel costs. Finally, the City would be responsible for making payment to our insurance carrier for the \$2,500.00 deductible. Still, it should be noted that the deductible will be due regardless of whether this agreement is approved.

Finally, it is important to mention that this agreement provides a release of all related claims by the parties. To that effect, should you approve the attached agreement, the City would be prohibited from taking any further legal action against Pilot as to this matter.

Please contact me at your convenience if you have any questions or concerns.

CJT:lck

GLOBAL RELEASE AND SETTLEMENT AGREEMENT AS TO ALL CLAIMS

WHEREAS, Eric B. Roberts d/b/a Associated Mission Aviation is the owner of a certain Cessna 208EX aircraft, Federal Aviation Administration Registration No. N3096D (hereinafter the "Aircraft");

WHEREAS, Eric B. Roberts d/b/a Associated Mission Aviation has retained the services of Pilot International, Inc. (hereinafter "Pilot") for the management of the Aircraft and has given Pilot a power of attorney authorizing Pilot to act on behalf of Eric B. Roberts and Associated Mission Aviation in all respects regarding or concerning the Aircraft (Eric B. Roberts d/b/a Associated Mission Aviation and Pilot International, Inc. hereinafter collectively referred to as "Plaintiffs");

WHEREAS, at all times relevant hereto, Plaintiffs rented hangar space and office space at the Newton City-County Airport at 810 North Oliver Road, Newton, Kansas 67114 (hereinafter the "Airport"), which at all times relevant hereto is and has been owned by the City of Newton (hereinafter "City of Newton" or the "City" or simply "Newton");

WHEREAS, at all times relevant hereto, the Aircraft was hangared at the Airport pursuant to a lease between Plaintiffs and the City of Newton;

WHEREAS, Plaintiffs filed a lawsuit in the Ninth Judicial District Court, Harvey County, Kansas Civil Department, styled as *Pilot International, Inc. and Eric B. Roberts d/b/a Associated Mission Aviation, Plaintiffs v. City of Newton, Kansas, Defendant*, Case No. 2016-CV-000085 (hereinafter the "Lawsuit") alleging that, on or about June 13, 2015, one or more employees of the City of Newton negligently maneuvered the Aircraft on the ground, resulting in damage to the Aircraft (hereinafter the "Incident");

WHEREAS, Plaintiffs allege that the cost of repair for damage to the Aircraft as a result of the Incident totaled approximately \$2,305.36, and further that Plaintiffs suffered a diminution in value of the Aircraft in an amount in excess of \$75,000;

WHEREAS, the City of Newton denies all allegations contained in Plaintiffs' Lawsuit and any and all related claims;

WHEREAS, the City of Newton filed a Counter-Claim in the above-referenced Lawsuit for all rent and fuel charges unpaid by Plaintiffs and owing to the City of Newton (hereinafter the "Counter-Claim");

WHEREAS, as of the date hereof, the City of Newton calculated that Plaintiffs owe Newton \$13,996.86 for unpaid rent and fuel charges (hereinafter the "Hangar Rent");

WHEREAS the parties agree and stipulate that no personal or bodily injury occurred as to any person as a result of the Incident;

WHEREAS, the City of Newton has an aviation insurance policy administered by Starr Aviation and Starr Companies on behalf of various insurers including but not limited to Federal Insurance Company and Chubb (hereinafter "Insurers"), which insurance policy provides limited coverage in favor of the City of Newton for the Incident, including those asserted against the Airport as a result of the Incident, subject to a \$2,500 deductible (hereinafter the "Insurance Policy"),

WHEREAS, all of the parties hereto have agreed and resolved to settle any and all of their differences with respect to the Incident, the Lawsuit, the Hangar Rent and the Counter-Claim; there is and never has been any dispute regarding the Insurance Policy;

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:

1. **Release of All Claims.** In exchange for the good and valuable consideration as provided herein, all parties hereto agree forever to release all other parties hereto and every other

person and entity in the world for any and all existing, past, potential and future claims and lawsuits for any remedy or damage whatsoever arising out of or in any way relating to the Incident, the Lawsuit, the Hangar Rent, the Counter-Claim or the Insurance Policy. Accordingly:

- a. Plaintiffs hereby forever release any and all claims against the City of Newton arising out of alleged damage to the Aircraft;
- b. The City of Newton agrees forever to release the Plaintiffs for any claims by Newton of monies owed to Newton by Pilot for Hangar Rent;
- c. The City of Newton agrees that Insurers have performed consistently with the Insurance Policy and in good faith; and the City of Newton hereby expressly releases Insurers of any further performance under the Insurance Policy related to the Incident.

2. **Consideration, Payment Terms & Dismissal of All Claims.** In exchange for the aforementioned releases, and each of them, the parties hereto agree to make consideration limited to monetary payment and forbearance, and the dismissal of all counts and claims subject of the Lawsuit and the Counter-Claim, as follows:

- a. Insurers collectively will make one single payment on behalf of the City of Newton to Plaintiffs in the form of a \$15,000 check payable to Sherwood, Harper, Dakan, Unruh & Pratt, LC Trust Account, which shall be deposited and held in plaintiffs' counsel's client trust account until payment is made pursuant to the following paragraphs;
- b. When the aforesaid \$15,000 check from Insurers to Plaintiffs subject of the preceding sub-paragraph 2(a) has cleared, Plaintiffs' counsel, on behalf of Plaintiffs, shall, collectively, and forthwith, make one single payment of \$9,500 to the City of Newton, wherefore Newton as consideration agrees to forgive \$4,496.86 of the \$13,996.86 currently owed by Plaintiffs to the City of Newton;

- c. When the aforesaid \$9,500 check from Plaintiffs to the City of Newton subject of the preceding sub-paragraph 2(b) has cleared, counsel for the City of Newton, forthwith, will so advise counsel for Plaintiffs, and Plaintiffs' counsel shall thereupon disburse the remaining balance to Plaintiffs; whereupon, all Plaintiffs and the City of Newton will dismiss all counts and claims subject of the Lawsuit and the Counter-claim, forthwith; and
- d. The City of Newton will make a single payment of \$2,500 to Insurers, thereby satisfying the City of Newton's deductible under the Insurance Policy.

The payments shall be structured as follows:

Insurers are not a signatory to this Agreement. Rather, Insurers will fully perform fully hereunder by making one single \$15,000 payment to Plaintiffs, as provided herein.

3. **Full and Final Resolution.** This agreement and the terms hereof represent the sole terms of the agreement forever to resolve and settle the Lawsuit, any and all claims related to the Incident, the Hangar Rent, the Counter-Claim and the Insurance Policy, notwithstanding any written or verbal suggestion to the contrary.

4. **Each Party to Bear Own Costs and Fees.** Each and every party hereto agrees that it is and forever will be responsible for its own costs, expenses and legal fees in any way related to any subject of this agreement, including the Incident, the Lawsuit, the Hangar Rent and the Counter-Claim and as provided by the Insurance Policy in favor only of Insurers and the City of Newton, as stated in the Insurance Policy.

5. **Dismissal and Jurisdiction.** Upon the satisfaction and discharge of the respective consideration as set forth herein, Plaintiffs and the City of Newton will dismiss their respective

Lawsuit and Counter-Claim, both dismissals to be with prejudice. The Court will retain jurisdiction for the limited purpose of enforcing this agreement, if and as necessary.

6. **No Admission of Liability.** This agreement represents the culmination of the parties' discussions, negotiations, compromise and settlement, such that no party hereto admits any liability whatsoever.

7. **Indemnity.** Plaintiffs agree to indemnify, hold harmless and defend every party hereto against whom or which any past, present or future claim arising out of the Incident is made.

8. **Construction.** In the event of a dispute regarding the meaning or construction of this agreement, any and all lawsuits and actions related thereto shall be governed by the law of the State of Kansas.

SO AGREED:

PILOT INTERNATIONAL, INC.
on behalf of itself and Eric B. Roberts
d/b/a Associated Mission Aviation

Dated: 15 Nov 2017

By: 

Name and Title: Robert Davis CEO

- AND -

SO AGREED:

CITY OF NEWTON

Dated: _____

Barth A. Hague, Mayor

ATTEST:

Denise R. Duerksen, City Clerk

[END OF DOCUMENT.]

| | |
|---------------------------------|------------|
| COMMISSION COMMUNICATION | |
| FOR MEETING OF | 11-28-2017 |
| AGENDA ITEM | 8A |
| FOR ACTION | |

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XX., ARTICLE 2 OF THE CODE OF THE CITY OF NEWTON, KANSAS, PERTAINING TO RIGHT OF WAY MANAGEMENT; AND REPEALING THE EXISTING CHAPTER XX. ARTICLE 2. OF THE CODE OF THE CITY OF NEWTON, KANSAS.

WHEREAS, the City of Newton, Kansas (the "City") is a municipal corporation organized and existing under the laws of the State of Kansas, and authorized by the Kansas Constitution and state statute to determine its local affairs and to regulate the activities and installations of private entities on, in, above, and under the City's public Right-of-way; and

WHEREAS, the Governing Body of the City of Newton, Kansas, finds that the public health, safety, general welfare, and convenience of the City and its residents requires that it regulate the installation, construction, maintenance, and operation of lines, conduits, wires, fiber optic cables, pipes, pipelines, poles, towers, vaults, appliances, wireless communications Facilities, or related Facilities on, in, above, and under the public Right-of-way within the City as well as the construction of driveway entrances to public streets; and

WHEREAS, the Governing Body finds that the purpose of this Ordinance is:

- a. To execute the City's primary role as chief steward of the Right-of-way and its duty to recover the costs of managing the Right-of-way;
- b. To clarify, regulate and harmonize conditions of occupancy and construction for those ROW-users occupying space within the City's Right-of-way;
- c. To recognize the necessity for sound management practices in light of the increased use of the Right-of-way;
- d. To treat each ROW-user in a competitively neutral and nondiscriminatory manner with considerations that may be unique to the technology and situation of each particular ROW-user;
- e. To minimize disruption, visual impact, and inconvenience to the public and to preserve the public health, safety, or welfare; and
- f. To comply with applicable state and federal laws; and

WHEREAS, it is the policy of the City to authorize any ROW-user to use the Right-of-way in a competitively neutral, non-discriminatory manner that maximizes the efficient use and conservation of the Right-of-way and minimizes the burden on the Right-of-way, physically and aesthetically. Any use of the Right-of-way by a ROW-user shall be subject to the terms and conditions herein, in addition to other applicable federal, state or local requirements; and

authority to utilize and occupy the Right-of-way within the City. All ROW-users shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and are subject to all applicable laws, orders, rules and regulations adopted by governmental entities now or hereafter having jurisdiction. In addition, the ROW-users shall be subject to all technical specifications, design criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to Permits and fees, sidewalk and Pavement cuts, utility location, construction coordination, surface Restoration, and other requirements on the use of the Right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS:

SECTION 1. Chapter XX., Article 2 of the Code of the City of Newton, Kansas, is hereby amended to read as follows:

ARTICLE 2. RIGHT OF WAY MANAGEMENT

20-201. Definitions. For purposes of this Ordinance, the following words and phrases shall have the meaning given herein:

“Abandoned Facilities” means above-grade Facilities owned by a ROW-user that remain unused for six (6) months or below-grade Facilities owned by a ROW-user that remain unused for two (2) years.

“Applicant” means any Person requesting permission to occupy, lease or operate Facilities using the Right-of-way, or to Excavate any area within the Right-of-way.

“City” means the City of Newton, Kansas, a municipal corporation and any authorized representative.

“City Engineer” means the City Engineer of the City of Newton, Kansas, or any authorized representative. The City Engineer may delegate any or all of the duties within this Ordinance.

“Construct” means and includes install, erect, build, affix or otherwise place any fixed structure or object, in, on, under, through or above the Right-of-way.

“Day” means calendar Day unless otherwise specified.

“Driveway Approach” means any improved surface connecting private property to a public street.

“Emergency” means a condition that (a) poses a clear and immediate danger to life or health or of a significant loss of property; or (b) requires immediate Repair or replacement in order to restore service to a user.

“Excavate” means and includes any cutting, digging, excavating, tunneling, boring, grading or other alteration of the surface or subsurface material or earth in the Right-of-way.

“FCC” means Federal Communications Commission.

“Facility” or “Facilities” means lines, pipes, irrigation systems, wires, cables, conduit Facilities, ducts, poles, towers, vaults, pedestals, boxes, appliances, antennae, transmitters, gates, meters, appurtenances, wireless communications Facilities or other equipment.

“Governing Body” means the City Commission of the City of Newton, Kansas.

“Governmental Entity” means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the State of Kansas or of any other state of the United States and any agency or instrumentality of the State of Kansas or of any other state of the United States.

“KCC” means the Kansas Corporation Commission.

“Minor Street Privilege” means any authorized or permitted private right in, on, under, or over public streets, alleys, or ways, separate and distinct from the general public use of streets, alleys, and ways. As used in this Ordinance, the term shall not apply to the approved short-time use of public space in connection with building construction, nor shall it apply to a public utility operating under a franchise granted by the City. Minor Street Privilege shall include the installation of break-away mailbox supports approved by the postmaster general. Mailbox supports can be buried no more than twenty-four (24) inches, and cannot be larger than four (4) inches by four (4) inches if made of wood, or have a diameter of more than two (2) inches if made of standard steel or aluminum pipe. All mailbox supports should break away if struck by a vehicle, and the mailbox should be securely attached to the support to prevent separation from the support if struck.

“Pavement” means and includes cement concrete Pavement, asphalt concrete Pavement, asphalt treated road surfaces or any aggregate material.

“Permit Fee” means the fee charged by the City to recover its cost incurred for Right-of-way management, including, but not limited to, administrative costs associated with assisting applicants; issuing, processing, and verifying Right-of-way Permit applications; inspecting job sites and Restoration of improvements; determining the adequacy of Right-of-way Restoration; revoking Right-of-way Permits; and other costs the City may incur in managing the provisions of this Ordinance.

“Permittee” means any Person to whom a Right-of-way Permit is issued to perform excavation or work regulated by this Ordinance in a Right-of-way.

“Person” means any natural or corporate Person, business association or business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

“Public Improvement” means any project undertaken by the City for the construction, reconstruction, maintenance, or Repair of any public infrastructure, and including without limitation, Streets, alleys, bridges, bikeways, Sidestrips, sidewalks, sewers, drainage Facilities, traffic control devices, Street lights, public Facilities, public buildings or Public Lands.

“Public Lands” means any real property owned or leased by the City that is not Right-of-way.

“Repair” means the temporary construction work necessary to make the Right-of-way useable.

“Repair and Restoration Costs” means those costs associated with Repairing or restoring the public Right-of-way because of damage caused by the ROW-user or its contractors or subcontractors in the Right-of-way.

“Restoration” means the process by which an excavated Right-of-way and surrounding area, including Pavement and foundation, is returned to the same condition, or better, that existed before the commencement of the work.

“Right-of-way” means the area of real property in which the City has a dedicated or acquired Right-of-way interest in the real property. It shall include the area on, below, or above the present and future Streets, alleys, avenues, roads, highways, or boulevards dedicated or acquired as Right-of-way. The term does not include property owned or held by the City but not typically considered Right-of-way.

“Right-of-way Permit” or “Permit” means the authorization to perform any work, action or excavation regulated by this Ordinance within a Right-of-way.

“Routine Service Operation” means a work activity that does not require excavation with mechanical equipment and that makes no material change to the Facilities; is performed on existing Facilities to ensure the safe, continued operation of the system; and does not disrupt traffic.

“ROW-user” means a Person, its successors and assigns, that uses the Right-of-way for purposes of work; excavation; provision of services, whether public or private; or to install, Construct, maintain, Repair Facilities thereon, but shall not include ordinary vehicular or pedestrian traffic or any Governmental Entity that has entered into an agreement with the City regarding the use and occupancy of the City's Right-of-way.

“Sidestrip” means the area between a property line and the Street curb, sometimes called boulevard, parkway, tree-shelf or snow-shelf.

“Street” means curb and gutter, Pavement and sub-grade of a City residential, collector or arterial roadway.

20-202. Administration. The City Engineer is the principal City official for administration of Right-of-way Permits for work and excavations made in the Right-of-way. All

work done under the Permits issued in compliance with this Article shall be done under the direction and supervision of the City Engineer. The City Engineer is authorized to make such rules, regulations and specifications with respect to permitting, materials, design standards and method of construction regarding projects subject to this Article. The City Engineer may delegate any or all the duties hereunder.

20-203. Requirements of Right-of-Way Users. All ROW-users must conform their activities to the requirements established by the City Engineer.

20-204. Americans with Disabilities Act. Restoration of public infrastructure, including without limitation, sidewalks, handicap ramps, and Pavement, shall conform to the requirements of the Americans with Disabilities Act (ADA), as set forth in the “ADAAG Manual, Americans with Disabilities Act Accessibility Guidelines,” developed by the U.S. Architectural and Transportation Barriers Compliance Board (The U.S. Access Board), latest edition. The Permittee is responsible for work beyond the Permittee’s work zone that may be necessary to meet ADA requirements in the Permittee’s work zone.

20-205. Permit Requirement. No Person shall Construct, maintain, or permit in or on the portion of the public Right-of-way to which such land is adjacent, any fixed structure, material or object without having obtained a Right-of-way Permit from the City. Except as otherwise provided, no ROW-user may Excavate any Right-of-way or conduct any Repair, construction, or reconstruction of Facilities located within the Right-of-way without first having obtained a Right-of-way Permit from the City. This requirement shall not apply to:

- a. Contractors and City employees working on the construction or reconstruction of Public Improvements on behalf of the City.
- b. ROW-users performing Routine Service Operations as defined herein.
- c. Improvements installed and maintained pursuant to a Minor Street Privilege granted by City Ordinance.
- d. Maintenance performed on Street light fixtures or lamps which does not materially alter, add to, or take away from the structure and operations of existing Facilities.

20-206. Permits; Emergency Situations. As described herein, an Emergency situation shall not exempt ROW-users from obtaining a Right-of-way Permit for applicable work activities. If, due to an Emergency, it is necessary for the ROW-user to immediately perform work in the Right-of-way and it is impractical for the ROW-user to first get the appropriate Permit, the work may be performed and the required Permit shall be obtained as soon as possible.

20-207. Display of Permits; Notification Requirements. Right-of-way Permits issued by the City shall be available at all times at the worksite for inspection by the City Engineer, City employees and the public. Prior to the commencement of excavation, the Permittee shall identify and locate any buried Facilities to be spray painted according to the Uniform Color Code required by Kansas One Call. At the discretion of the City Engineer, the Permittee may be required to provide advance notice to the occupants of all properties within two hundred feet (200’) of the

excavation with as much advanced notice as required by the City Engineer. Door hangers shall be sufficient to satisfy such notification requirement.

If vehicle or pedestrian traffic is affected, it shall be the responsibility of the Permittee to notify the Newton Police Department and Newton Fire/EMS of the schedule and location of such excavation prior to the commencement of such excavation.

The ROW-user shall participate in any joint planning, construction and advance notification of Right-of-way work, including coordination and consolidation of Street-cut work as directed by the City Engineer. In addition, the ROW-user shall cooperate with other ROW-users and the City for the best, most efficient, most aesthetic and least obtrusive use of the Right-of-way, consistent with safety, and to minimize traffic and other disruptions, including Street cuts.

20-208. Work without Permit. Except in the case of Emergency work, any ROW-user who is found to be working in the public Right-of-way without a Permit will be ordered to stop work until a Permit is acquired and properly made available for inspection at the worksite.

Any Permittee found to be working without providing for required safety and traffic control will be ordered to stop work until the appropriate measures are implemented.

Except as provided for in an Emergency situation, a ROW-user found to have worked or be working in the Right-of-way without having obtained a Permit shall pay a fee double the amount of any applicable established fee. The City shall also charge and collect any necessary Repair and Restoration Costs to the ROW-user.

20-209. Permit Applications. Application for a Right-of-way Permit shall be submitted to the City Engineer by the ROW-user.

Right-of-way Permit applications shall contain and be considered complete only upon receipt of the following:

- a. A completed Permit application form, including all required attachments and drawings showing the location and area of the proposed project and the location of all existing and proposed Facilities at such location; and
- b. Payment of all money due to the City for Permit Fees and costs, including any such fees and costs due and unpaid from the Applicant for prior excavation costs, for any loss, damage or expense suffered by the City because of the Applicant's prior excavations of the Right-of-way or for any Emergency actions taken by the City, unless the payment of such money is in dispute and timely appealed as provided hereafter.

The following information shall be provided when requested by the City Engineer:

- c. Proof of any necessary insurance, Permit, license, certification, grant, registration, franchise agreement or any other authorization required by any appropriate Governmental Entity, including, but not limited to, the FCC or the KCC.

d. Information sufficient to determine whether the ROW-user is subject to franchising by Kansas law.

e. Information sufficient to determine whether the ROW-user has applied for and received any certificate of authority required by the KCC or other Governmental Entity.

f. Information sufficient to determine that the ROW-user has applied for and received any Permit or other approvals required by the FCC.

g. Traffic control plans, surveys, or such other information as may be reasonably required by the City to complete the permitting process and assess the risk to the public or the Right-of-way by reason of the ROW-user's proposed activities.

h. Completed Performance Bond as approved by the City Engineer.

20-210. Waiver of Right-of-way Permit Fees and Costs. All fees are non-refundable, but shall be subject to all state and federal fee limitations. The Right-of-way Fee shall be waived:

a. When the ROW-user is required to remove, relocate or adjust Facilities located in the Right-of-way at the direction of the City to facilitate a Public Improvement; or

b. When required by the City for reasons of public health, safety or welfare.

c. When such fees are prohibited from being imposed by the conditions set forth in a controlling franchise agreement.

20-211. Issuance of Permit. If the City Engineer determines that the Applicant has satisfied the requirements of this Ordinance, the City Engineer shall issue a Right-of-way Permit. The City Engineer may impose reasonable conditions upon the issuance of a Right-of-way Permit and the performance of the Permittee to protect the public health, safety or welfare, to ensure the structural integrity of the Right-of-way, to protect the property and safety of other users of the Right-of-way, and to minimize the disruption and inconvenience to the traveling public; any such conditions shall be in writing upon or attached to the Permit.

20-212. Denial of Permit. The City Engineer may deny a Permit or prohibit the use or occupancy of a specific portion of the Right-of-way to protect the public health, safety or welfare, to prevent interference with the safety and convenience of ordinary travel over the Right-of-way, or when necessary to protect the Right-of-way and its users. The City Engineer may consider all relevant factors including but not limited to:

a. The availability of the Right-of-way space where the Permit is sought;

b. The competing demands for the particular space in the Right-of-way;

c. The availability of other portions of the Right-of-way or in other Right-of-way for the Facilities of the Applicant;

d. The applicability of any ordinance or other regulations, including City zoning regulations, that affect location of or other standards for Facilities in the Right-of-way;

e. The degree of compliance by the Applicant with the terms and conditions of its franchise, this Ordinance, or other applicable ordinances and regulations;

f. The degree of disruption to surrounding residents, communities and businesses that will result from the use of that part of the Right-of-way;

g. Balancing the costs of disruption to the public and damage to the Right-of-way, with the benefits to that part of the public served by the construction in the Right-of-way;

h. Whether the issuance of a Right-of-way Permit for the particular dates or time requested would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. In exercising this discretion, the City Engineer shall be guided by the safety and convenience of anticipated travel of the public over the Right-of-way; and

i. The adverse impact of the Facilities or Facilities' proposed location on any reasonable public interest necessitated by public health, safety, or welfare.

Notwithstanding the foregoing, the City Engineer may exercise discretion in issuing a Right-of-way Permit in any case where the Permit is necessary to:

j. Prevent substantial economic hardship to a user of the ROW-user's service: or

k. Allow the ROW-user to materially improve the service provided by the ROW-user.

The City Engineer shall not issue a Right-of-way Permit for encroachments in the Right-of-way for private purposes that create a safety hazard or would be deemed a nuisance pursuant to the City Code.

Any denial of a wireless communications antenna, tower, or related Facilities shall, in accordance with federal and state law, be made in writing, and be supported by substantial evidence contained in the written record issued contemporaneously with said decision.

20-213. Revocation of Permit. Permittees hold Right-of-way Permits issued pursuant to this Ordinance as a privilege and not as a right. The City reserves the right, as provided herein, to revoke any Right-of-way Permit without refund of any Fee in the event of a substantial breach of the terms and conditions of this Ordinance or the Right-of-way Permit. A substantial breach shall include, but not be limited to the following:

a. The violation of any material provision of the Right-of-way Permit;

b. An evasion or attempt to evade any material provision of the Right-of-way Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;

- c. Any material misrepresentation of any fact in the Permit application;
- d. The failure to complete the work in a timely manner;
- e. The failure to correct a condition indicated on an order issued pursuant to this Ordinance;
- f. Traffic control violations; or
- g. Failure to Repair Facilities damaged in the Right-of-way.

If the City Engineer determines that the Permittee has committed a substantial breach of any law or condition placed on the Right-of-way Permit, the City Engineer shall make a written demand upon the Permittee to remedy such violation. The demand shall state that failure to remedy a violation may be cause for revocation of the Permit or legal action. Further, a material breach will allow the City Engineer to place additional or revised conditions on the Right-of-way Permit, specifically related to the manner in which the breach is cured by the Permittee. Within five (5) Days of receiving notification of a substantial breach, the Permittee shall contact the City Engineer with a plan acceptable to the City Engineer, for correction of the breach. Permittee's failure to contact the City Engineer, Permittee's failure to submit an acceptable plan, or Permittee's failure to reasonably implement the approved plan shall be cause for immediate revocation of the Right-of-way Permit.

If a Right-of-way Permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including administrative costs, Restoration costs and the costs of collection and reasonable attorney's fees incurred in connection with such revocation.

Nothing in this section shall limit the right of the City Engineer to revoke a Permit issued hereunder, with or without notice to the Permittee, in the event the City Engineer finds that acts or omissions of the Permittee pose a substantial and immediate danger to the public.

20-214. Existing Facilities. ROW-Users are required to provide detailed maps of their Facilities located in the Right-of-way to the City upon request.

20-215. Permitted Work. The Permittee shall identify and locate any underground Facilities in conformance with the Kansas Underground Utility Damage Prevention Act "Kansas One Call" system, and notice shall be provided directly to the City of Newton Department of Public Works and all applicable utility entities.

The Permittee shall be liable for any damages to underground Facilities due to excavation work prior to obtaining location of such Facilities, or for any damage to underground Facilities that have been properly identified prior to excavation. The Permittee shall not make or attempt to make Repairs, relocation or replacement of damaged or disturbed underground Facilities without the approval of the owner of the Facilities.

All Facilities and other appurtenances laid, constructed and maintained by the Permittee shall be laid, constructed and maintained in accordance with acceptable engineering practices and

in full accord with any and all applicable engineering codes adopted or approved by the City and in accordance with applicable statutes of the State of Kansas, as well as the rules and regulations of the KCC and any other local, state, or federal agency having jurisdiction.

20-216. Use of the Right-of-Way. The ROW-user's presence in the Right-of-way shall, in all matters, be subordinate to the City's use or occupation of the Right-of-way. The City may reserve sufficient space within the Right-of-way for future Public Improvements. Without limitation of its rights, the City expressly reserves the right to exercise any and all governmental powers now or hereafter vested in or granted to the City.

ROW-users shall coordinate the placement of Facilities in a manner that does not interfere with any Public Improvement and does not compromise the public health, safety, or welfare, as reasonably determined by the City. Where placement is not regulated, the Facilities shall be placed with adequate clearance from such Public Improvement so as not to impact or be impacted by such Public Improvement.

20-217. Protection of the Public. It shall be the responsibility of each ROW-user to take adequate measures to protect and defend its Facilities in the Right-of-way from harm and damage. The City shall not be liable for any damage to or loss of any of the ROW-user's Facilities within the Right-of-way as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including Public Improvements by or on the behalf of the City, except to the extent caused by the negligent acts or omissions of the City.

ROW-users shall be responsible to the City and its agents, representatives, and authorized contractors for all damages incurred including, but not limited to delay damages, Repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the ROW-user to timely perform any of its obligations under this Ordinance to the extent caused by the acts or omissions of the ROW-user.

Whenever a ROW-user shall Excavate any Street, sidewalk, alley, driveway approach or other Right-of-way, it shall be the ROW-user's duty to maintain an adequate passage for vehicles and pedestrians across or around the excavation until it is filled and Repairs are completed as provided by the Permit or this Ordinance.

Any Excavation left open overnight with the Right-of-way shall be protected and secured. The Permittee assumes the sole responsibility for maintaining proper barricades, plates, safety fencing or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel.

20-218. Transporting Structures. Upon the appropriate request of any Person having satisfied City procedure and ordinances, ROW-users shall remove, raise, or lower their Facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering shall be paid by the Person requesting the same, and the ROW-user may require such payment in advance.

20-219. Removal of Encroachment. The City Engineer may cause to be removed any encroachment in the Right-of-way that creates a hazard to the public health, safety, or welfare, and the cost of such removal and Restoration of the Right-of-way shall be borne by the ROW-user.

20-220. Abandonment and Unusable Facilities. A ROW-user owning Abandoned Facilities in the Right-of-way is required to:

a. Remove its Facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The City Engineer may allow underground Facilities or portions thereof to remain in place if the City Engineer determines that it is in the best interest of public health, safety, or welfare to do so. At such time, the City may take ownership and responsibility of such vacated Facilities left in place; or

b. Submit to the City a proposal and instruments for transferring ownership of its Facilities to the City. If the ROW-user proceeds under this section, the City may, at its option, purchase the equipment, require the ROW-user, at its own expense to remove it, or require the ROW-user to post a bond in an amount sufficient to reimburse the City for reasonable anticipated costs to be incurred to remove the Facilities.

Facilities of a ROW-user who fails to comply with this section, and whose above-grade Facilities remain unused for six (6) months or below-grade Facilities for two (2) years, shall be deemed to be abandoned unless, after the City has made a good faith effort to contact such ROW-user, the City receives confirmation that the ROW-user intends to use the Facilities. Abandoned Facilities are deemed to be a nuisance. The City may exercise any or all remedies or rights it has by law or in equity, including, but not limited to, (i) abating the nuisance, (ii) taking possession and ownership of the Facility and restoring it to a useable function, or (iii) requiring the removal of the Facility by the ROW-user.

20-221. ROW-User's Right to Sell, Transfer, Lease, Assign, Sublet or Dispose. Except as provided hereafter, the ROW-user shall not sell, transfer, lease, assign, sublet or dispose of its Facilities, or any portion thereof, that is located in City Right-of-way, or any right, title or interest in the same, or transfer any rights granted by the City to any other Person either by forced sale or by ordinary sale, consolidation or otherwise, without notice to the City. No notice to the City shall be required for a transfer in trust, mortgage, or other similar instrument, in whole or in part, to secure an indebtedness, or for a *pro forma* transfer to a corporation, partnership, or other entity controlling, controlled by or under common control with the ROW-user.

20-222. Appeals Process. Whenever a ROW-user shall deem itself aggrieved by any decision or action taken by the City, such ROW-user may file an appeal to the City Manager within ten (10) Days of the date of notice of such decision or action; provided, this section shall not apply to any Person who is availing themselves of the appeal provisions set forth in K.S.A. 66-2019(h)(6).

The appellant shall be afforded a hearing on the matter before the Governing Body within thirty (30) Days of filing the appeal. In cases of applicability or interpretation of the rules, the Governing Body may revoke such decision or action taken by the City. In cases where compliance with such decision or action taken by the City would cause undue hardship, the Governing Body

may extend the time limit of such decision or action, or may grant exceptions to, or waive requirements of, or grant a variance from the specific provisions of rules. The Governing Body shall give due consideration to the purposes of the rules in preserving public safety and convenience, integrity of public infrastructure, and the operational safety and function of the public Right-of-way.

Pending a decision of the Governing Body, the order of the City Engineer shall be stayed, unless the City Engineer determines that such action will pose a threat to public safety or the integrity of the public infrastructure.

If a ROW-user deems itself aggrieved after the appeal to the Governing Body, such ROW-user may, within thirty (30) Days after the effective date of the Governing Body's final decision, commence an action in a court of competent jurisdiction.

20-223. Curb cuts for Driveway Approaches; Permit required. Additional requirements applicable to curb cutting for Driveway Approaches shall be as follows:

a. Any Person desiring to cut or remove any curb or desiring to construct a Driveway Approach, shall first make application for and receive a Permit. Such application shall be in writing and be made upon a form as supplied at the office of the City Engineer. Such application shall contain information showing the location, grade and dimensions of the curb cut proposed and shall show the type of construction, location and width of the Driveway Approach desired. If the application is approved by the City Engineer, a Curb Cut Permit shall be issued.

b. It shall be the duty of any Person, having a Curb Cut Permit to construct or reconstruct any Driveway Approach in accordance with the plans and specifications, within six (6) months after the date of issuance of such Permit. No Driveway Approach shall block or impede the free flow of water along the gutter or drainage ditch and no such Driveway Approach shall be constructed above the grade level or drainage course.

c. Any Driveway Approach hereinafter constructed that abuts a drainage ditch or an unimproved street shall have a culvert pipe installed of such size and design as shall be determined by the City Engineer, the cost and installation of such culvert pipe to be at the owner's expense.

d. When the scope of the work is limited to the cutting or removal of a curb to construct a Driveway Approach, the Applicant shall be assessed a Curb Cut Fee, but shall not be assessed a Right of Way fee as an additional cost.

20-224. Federal, State and City Jurisdiction. This Ordinance shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this Ordinance to the contrary, the construction, operation and maintenance of the ROW-user's Facilities shall be in accordance with all laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction. In addition, the ROW-user shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. The ROW-user's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the

health, safety, or welfare of the public. The ROW-user shall comply with all applicable laws and ordinances enacted pursuant to that power.

20-225. Municipal projects. Nothing in this Article will be so construed as to prohibit the backfill of excavations, repair and replacement of surfaces in the performance of street, sewer and waterline and other improvement projects under the direction of the City Engineer.

20-226. Penalties. Any violation of the provisions of this Article shall be punishable as a Class C violation under the Uniform Public Offense Code as adopted by the City. Every Day that this Ordinance is violated shall constitute a separate offense.

The violation of any provision of this Ordinance is hereby deemed to be grounds for revocation of any Right-of-way Permit and license to operate with the City. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Ordinance. In addition to any other remedies, the City may maintain an injunction, mandamus or other appropriate action or proceeding to prevent violation of this Ordinance.

20-227. Permit Fees.

a. **Curb Cut/Driveway Approach Fee.** The Permit holder under the provisions of this Article shall pay the City a Curb Cut/Drive Approach Fee of \$45.00 before the issuance of a Curb Cut/Drive Approach Permit.

b. **Right-of Way Fee.** The Permit holder under the provisions of this Article shall pay the City a Right-of-way fee of \$0.15 per linear foot of each undivided segment of Right-of-way in which work will be performed, with an established minimum fee of \$75.00. A separate fee is required for each additional segment of undivided linear feet.

c. **Temporary Obstruction Fee.** Except in the instance of performing work associated with an Emergency, any Person obstructing any portion of a street, alley, sidewalk or Sidestrip must obtain a Permit and submit a temporary obstruction fee in accordance with the following schedule in any instance in which the ROW is obstructed:

- i. Sidewalk/Sidestrip: \$0.05 per square foot per day (\$20 minimum)
- ii. Parking Lane: \$0.10 per square foot per day (\$20 minimum)
- iii. Traffic Lane or Alley: \$0.20 per square foot per day (\$20 minimum)

However, no fee shall be charged for the obstruction of a sidewalk, Sidestrip, parking lane, traffic lane, or alley, when the obstruction is for a duration of two (2) hours or less. Further, the City Engineer is authorized to waive any portion of the temporary obstruction fee when in the interest of the public health, safety and welfare.

20-228. Repair of pavement, curb, gutters and sidewalks, backfills. All costs and expenses for pavement, curb and gutters and sidewalk cuts and excavations shall be the

responsibility of the permit holder. All backfilling of excavations and repair or replacement of pavement, curb and gutters and sidewalks permitted under this Article shall be carried out by the City's street division.

a. Additional Fees. The permit holder under the provisions of this Article shall pay the City the following additional sum for the repair or replacement of pavement, curb and gutters and sidewalks and backfilling the same:

- i. Sidewalk. For each square foot- \$5.10 (minimum charge: one square yard or each entire section or square of walk cut, whichever is larger);
- ii. Curb and Gutter. For each linear foot or fraction thereof of concrete curb and gutter - \$21.60;
- iii. Paved Streets and Alleys. For each square foot or fraction thereof of pavement - \$10.80 (minimum charge: \$20.00);
- iv. Unpaved Streets and Alleys. For each square foot or fraction thereof of unpaved street or alley - \$7.20 (minimum charge: \$10.00);
- v. Bar Holes. Test holes not exceeding six (6) inches in diameter per hole - \$9.60;
- vi. The above rates shall apply to all excavations of six (6) feet or less in depth. An additional sum of \$1.00 per square foot for each additional foot of excavation depth, below six (6) feet, shall be charged.
- vii. Such sums shall cover the cost of the backfill, removal of surplus material and replacement of pavement, curb and gutter and sidewalk. Additional charges shall be made for materials used to cover unpaved streets and alleys. The area to be backfilled or the area to be repaired or replaced shall be determined by the City Engineer.

b. Public Utilities. In the construction of improvements by public utility companies involving backfill and paving, curb and gutter, and sidewalk repair operations, the backfilling and repair shall be performed by the City. This subsection shall not prohibit the backfilling of utilities within the Right-of-way as needed to protect people and property, with the approval of the City Engineer.

c. Excavation Within Four (4) Feet of Existing Improvement. Any excavation in any street, alley, easement or parking area which is less than four (4) feet from any existing pavement, curb and gutter, or sidewalk shall be backfilled with the excavated materials, dampened and thoroughly tamped in six (6) inch layers until its compaction is equal to one hundred (100) percent of that of the undisturbed soil adjacent, or it shall be backfilled with sand which shall be flushed into place with water to within six (6) inches of the surface and the rest of the backfill shall be made of excavated material securely tamped and left flush with the surface. In a sodded area, the sod shall be carefully removed, then reset immediately upon completion of the work.

d. Extra Excavation of Pavement Beyond Edges of Dirt Foundations. The pavement portion of all street pavement cuts shall be excavated for a minimum distance of one (1) foot beyond the edges of the dirt excavation, except that when one side of the pavement cut touches a gutter, the gutter pavement shall not be excavated. Such excavation of pavement shall be done by use of a pavement saw, and only after the dirt excavation has been backfilled. The dimensions of a pavement cut as given on the permit shall include the extra excavation of pavement beyond the edges of the dirt excavation. All material and workmanship shall conform with specifications of the City Engineer.

e. Excavation of Unimproved Street or Alley. All excavations in any used or traveled portion of any unimproved street or alley, except as provided in the preceding section, may be backfilled with the excavated material; provided, that it shall be compacted by mechanical tamper in six (6) inch layers and all surplus material shall be trimmed and removed from the line of the ditch.

f. Duty of Persons Making Excavation. It shall be the duty of any person making an excavation in any of the unimproved streets, alleys or other public grounds of the City to backfill and maintain all trenches or ditches in a safe condition for the traveling public until the excavated material has reached final settlement.

20-229. Severability. Should any section, clause, sentence, or phrase of this Ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any remaining provisions herein.

SECTION 2. The existing Chapter XX., Article 2. of the Code of the City of Newton, Kansas is hereby repealed.

SECTION 3. This Ordinance shall be effective upon its passage by the Governing Body of the City of Newton, Kansas, and publication of a summary of this Ordinance one time in the official City newspaper, the Newton Kansan.

PASSED AND ADOPTED this 28th day of November 2017.

ATTEST:

Barth A. Hague, Mayor

Denise R. Duerksen, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XX., ARTICLE 1 OF THE CODE OF THE CITY OF NEWTON, KANSAS, PERTAINING TO SIDEWALKS; AND REPEALING THE ORIGINAL CHAPTER XX., ARTICLE 1 OF THE CODE OF THE CITY OF NEWTON, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS:

SECTION 1. Chapter XX., Article 1. of the Code of the City of Newton, Kansas, is hereby amended to read as follows:

ARTICLE 1. SIDEWALKS

20-101. Duty of Owner to Repair. It shall be the duty of the owner of any abutting property to keep the sidewalk in repair to the standards of the Sidewalk Detail. If any sidewalk is determined to be in violation of these standards, the City Engineer may, after providing five (5) days' notice to the property owner, make all necessary repairs. The costs of said repairs shall be assessed against the property abutting the sidewalk. Repairs may be made by force account, or by contract and an account of the cost thereof shall be kept, reported to the Governing Body, and such costs shall be assessed against the lot or piece of land abutting on the sidewalk so repaired, in the manner provided by law. This shall not limit the City's authority to repair a condition deemed hazardous to the public immediately and without notice.

20-102. Plans and Specifications. All sidewalks shall be constructed, reconstructed, or repaired in accordance with the plans and specifications outlined by the City Engineer. A copy of the Sidewalk Detail, outlining plans and specifications shall be made available in the office of the City Engineer.

20-103. Protection of Public; Non-liability of City. The owner and contractor shall protect the public from injury and damage during the construction of driveway approaches or sidewalks and it is herein stipulated as an essential condition of the issuance of a permit that the City shall not be liable for any damage which may arise from the performance of the permitted work.

20-104. Construction, Reconstruction; Repair. The City may construct, reconstruct and repair, replace or improve sidewalks in the City by the procedure provided in the statutes of the State of Kansas.

20-105. Construction Permit Required. It shall be unlawful for any person to construct, reconstruct or repair any sidewalk without first obtaining a permit therefor from the City Clerk. Such work shall be done in accordance with the plans and specifications referenced in the preceding sections of this Article. Such sidewalks shall be built under the inspection and direction of the City Engineer or their designee for such purpose.

| COMMISSION COMMUNICATION | |
|---------------------------------|-------------------|
| FOR MEETING OF | 11-28-2017 |
| AGENDA ITEM | 8B |
| FOR ACTION | |

20-106. Fees for Permits. All fees for permits provided for in Section 20-105 of this Article, shall be \$0.05 per square foot of the area to construct, reconstruct, or repair with an established minimum fee of \$15.00. All fees derived therefrom shall be placed in the general fund of the City.

20-107. Penalty. Any violation of the provisions of this Article shall be punishable as a Class C violation under the Uniform Public Offense Code as adopted by the City.

SECTION 2. The original Chapter XX., Article 1 of the Code of the City of Newton, Kansas, is hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official newspaper of said City.

PASSED AND ADOPTED this 28th day of November 2017.

Barth A. Hague, Mayor

ATTEST:

Denise R. Duerksen, City Clerk