



Newton City Council Agenda

May 6, 2024 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Proclamation

2. National EMS Week Proclamation
3. 55th Annual Professional Municipal Clerks Week Proclamation
4. National Police Week Proclamation
5. May is Historic Preservation Month Proclamation
6. May is Building Safety Month Proclamation

Presentation

7. Marketing & Advertising Agency Services Presentation, Danielle Rogers, Community Marketing Manager
8. Newton Municipal Airport Update, Ethan Nasalroad, President, Johnson Aviation

Citizen Participation

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

Consent Agenda

10. April 15, 2024 Regular City Council Meeting Minutes
11. April 16, 2024 Special City Council Meeting Minutes
12. Approve liquor licenses for the following: Newton/Des Moines East KOA, 1601 East 36th Street South, Special Class B Retail Native Wine License
13. Approve June 14 - 30, 2024 Cigarette/Tobacco/Nicotine/Vapor License for Brewco Marketing Group, 3333 Rusty Wallace Dr, and 2024 - 2025 Cigarette/Tobacco/Nicotine/Vapor License for Casey's #1911, 1018 1st Ave E; Casey's #3954, 4343 S 15th Ave E; Casey's #2341, 3104 1st Ave

E; Casey's #2417, 1200 W 18th St S; Hy-Vee Fast & Fresh, 1421 1st Ave E; Hy-Vee Food Store, 1501 1st Ave E; Tobacco, Vape & E-cig, 1126 1st Ave E

14. Resolution adopting 2024 S18 Supplement to the "Code of Ordinances of The City of Newton, Iowa, 2016," and approving distribution of the same to code subscribers
15. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-04)
16. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-03)
17. Resolution Approving the replacement of Newton Union Cemetery Dirt Shed
18. Resolution approving the private sale and transfer of ownership of 1400 East 6th Street South
19. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC
20. Resolution Authorizing the City of Newton and the Newton Fire Department to Enter into a 28E Agreement for Emergency Medical Services (EMS) Transportation with City of Baxter and Baxter Rescue Squad
21. Resolution approving reduced prices on Maytag Pool single-day admissions for June 8, 2024
22. Resolution authorizing the purchase of pre-season salt for snow and ice control.
23. Resolution authorizing the City of Newton to apply for an Iowa Thriving Communities designation with the Iowa Finance Authority (IFA) and Iowa Economic Development Authority (IEDA).
24. Resolution authorizing the purchase of a cab and chassis truck with a dump box for Water Distribution
25. Resolution accepting completion of the WPC 1st ST N aerial sewer crossing repair project
26. Resolution authorizing the purchase of a stand-on skid steer for Water Pollution Control
27. Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area
28. Resolution Authorizing Approval of an Addendum to the Ambulance Restocking Agreement with MercyOne Medical Center-Newton.
29. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving the same, for a public hearing on plans, specifications, form of contract, and estimate of costs for the W 8th St N Bridge Approach Replacement Project.
30. Approve Bills
31. Public Hearing on a resolution adopting the FY25 through FY29 Capital Improvement Plan (CIP)

Public Hearing

- On April 15, 2024, the City Council set May 6, 2024 as the Public Hearing Date on the 2025 thru 2029 Capital Improvements

Plan. Since that time, legislative changes have occurred and this Public Hearing will be held at a later date.

32. Public Hearing on Resolution Approving the Second Budget Amendment for Fiscal Year 2023-2024

- Council designated May 6, 2024 as the public hearing date to consider the second budget amendment for fiscal year 2024. Iowa code requires that expenditures for each of the nine city programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to the end of the fiscal year to accommodate this requirement
- The budget amendment adjusts the current year 2023-24 budget revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2024. Amended line items include additional revenues and expenses related to the Union Drive Paving Project, Airport expansion, 2023 bond payments, 2024 bonding expenses, ARPA expenditures and various other capital projects

33. Resolution Approving the Second Budget Amendment for Fiscal Year 2023-2024

34. Public Hearing on an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XV, Ch. 150, to revise and update Section 150.085 Vacant Building

- The proposed code amendments replace the existing Vacant Building Ordinance contained within Ch. 150 of the Newton City Code
- The text amendments clarify definitions and references a vacant building policy.
- Based on Council input, the ordinance that had a first and second consideration has been re-written to an extent that requires initiating the readings for the revised ordinance from the beginning.

35. First Consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XV, Ch. 150, to revise and update Section 150.085 Vacant Building

Ordinance

36. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 block of E 15th St N

- The City received safety concerns regarding street parking in the 600-700 blk. of E 15th St N
- The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on the east side of the street

- Surveys of the neighborhood were conducted with 8 residents approving of the proposed changes and 2 opposing
37. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 400-600 block of W 8th St N
- The City received safety concerns regarding street parking in the 400-600 blk. of W 8th St N
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on both the east and west side of the street
 - Surveys of the neighborhood were conducted with 3 residents approving of the proposed changes and 0 opposing
38. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 200-300 block of E 25th St N
- The City received safety concerns regarding street parking in the 200-300 blk. of E 25th St N
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on the east side of the street.
 - Surveys of the neighborhood were conducted with 10 residents approving of the proposed changes and 7 opposing

Resolution

39. Resolution awarding the Westwood Clubhouse Site Design Grading Project
- On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course. Due to the high bid prices, Council rejected the bids received per Resolution 2023-245 on September 5, 2023.
 - City staff reacted immediately by working on an alternate plan to construct a more affordable clubhouse that satisfies the language of the bond referendum while still meeting the golf course's needs.
 - On December 18, 2023, City Council approved a resolution to award a contract for the demolition of the existing clubhouse. This work has been completed, allowing for the grading and new underground utilities to be installed.
 - Bids were received and opened for this work on April 25, 2024. The apparent low bidder is Sully Construction, Inc. of Sully, Iowa, with a total bid price of \$68,036.42. The engineer's cost estimate

for this project was \$168,705.00. The completion date for the project is July 31, 2024.

40. Resolution approving the location of the mini-pitch soccer court and the donation agreement with Kick It Forward
 - Local citizens and Kick It Forward, an Iowa nonprofit, are fundraising for a mini-pitch soccer court to be installed within the Newton Park System.
 - At their meeting on April 17, 2024, the Newton Park Board recommended approval of a location for a new court, which is not co-located with basketball, at Maytag Park.
 - The attached resolution approves the court location at Maytag Park and approves the donation agreement with Kick It Forward.
41. Resolution approving a low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton
 - The property owner of 525 North 2nd Avenue East has applied for a LMI Housing Improvement Grant for windows and doors and exterior improvements. The owner qualifies under the income requirements for the LMI program, and the home is owner-occupied.
 - The total grant amount requested is \$12,226.88.
42. Resolution approving the Award of a downtown improvement grant for 110 1st Avenue East
 - A new storefront window and door for the Tips and Toes Nail Salon at 110 1st Avenue East is proposed.
 - At their meeting on April 24th, the Downtown Grant Review Board recommended approval of a \$5,800.00 grant to the project.
43. Resolution approving United Way of Jasper County Downtown Improvement Grant
 - United Way of Jasper County plans a number of facade improvements including removal of the metal awning, window replacement, removal of non-historic siding, and new signage.
 - At their meeting on April 24th, the Downtown Grant Review Board recommended approval of a grant in the amount of \$13,885.00, provided a 1:1 match is met.
44. Resolution approving the award of a Downtown Improvement Grant for the building at 209-211 North 2nd Avenue West
 - The owner of 209-211 North 2nd Avenue West plans facade improvements to the building including non-historic facade

removal, installation of new commercial storefront windows and doors, and installation of new building facade material.

- At their meeting on April 24th, the Downtown Grant Review Board recommended a grant in the amount of \$26,000 be provided to the applicant.

45. Resolution amending the Newton Downtown Improvement Program to add an additional program area for "Parking Lot Improvements"

- Private parking lots within the Historic District remain to be an opportunity for improved function and curb appeal.
- To support potential parking lot improvements, the Downtown Grant Review Board discussed and recommended approval of an additional program area to the Downtown Improvement Grant Program at their April 24th meeting.

46. Resolution approving City of Newton purchase of 1010 East 8th Street North, Nnewton, for the D&D program

- Through the Newton D&D Program, the City acquires dilapidated property either through direct purchase, tax certificate, or petition to the court for ownership.
- The City has the opportunity to purchase the dilapidated home at 1010 East 8th Street North from Home Key LC for \$25,000.
- The acquisition assists in cleaning up the last remaining dilapidated structure on this half block, addresses an outstanding property issue at 1008 East 8th Street North, and readies the land for future business development or growth.

Mayor/Council Comments

47. Mayor and Council Comments

Closed Session

48. To Evaluate The Professional Competency Of Individuals Whose Appointment, Hiring, Performance Or Discharge Is Being Considered When Necessary To Prevent Needless And Irreparable Injury To That Individual's Reputation And That Individual Request A Closed Session. Pursuant To The Provisions Of Section 21.5(1)(i), Code of Iowa 2024

Return to Open Session

49. Return to Open Session

50. Resolution approving salary increase for the City Administrator

Adjourn

The City of Newton is pleased to provide reasonable accommodations, in compliance with the Americans with Disabilities Act, for those individuals or groups who require assistance to be able to participate in the public meeting. Should special accommodations be required, please contact the

City Clerk's Office at least 48 hours in advance of the meeting, at 641-792-2787 to arrange for accommodations to be provided.

Find us online: www.newtongov.org

PROCLAMATION

MAY 19 - 25, 2024 - EMERGENCY MEDICAL SERVICES (EMS) WEEK

May 5 – May 11, 2024

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the dedicated EMTs and Paramedics of Newton Fire Department provide exemplary emergency medical care and ambulance transportation to the citizens of the City of Newton and Jasper County, Iowa; and

WHEREAS, the Newton Fire Department is ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians, paramedics, firefighters, emergency physicians, emergency nurses, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW, THEREFORE, THE CITY COUNCIL OF NEWTON, IOWA, HEREBY PROCLAIMS:

The week of May 19 - 25, 2024, as:

“EMERGENCY MEDICAL SERVICES (EMS) WEEK”
With the theme, “Honoring our past. Forging our future.”

And encourages all City of Newton residents to recognize the practitioners and observe this week with appropriate programs, ceremonies, and activities.

DONE AND PROCLAIMED this 6th day of May 2024, in the City of Newton, Iowa.

Evelyn George, Mayor



PROCLAMATION

55th Annual Professional Municipal Clerks Week

May 5 – May 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Evelyn George, Mayor of the City of Newton, Iowa, do recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Katrina Davis and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 6th day of May, 2024.

Evelyn George, Mayor



PROCLAMATION

**National Police Week (May 12-18, 2024)
National Peace Officer Memorial Day (May 15, 2024)**

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, since the first recorded law enforcement death in 1791, more than 23,000 law enforcement officers in the United States have been killed in the line of duty protecting their communities, including members of the Newton Police Department; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

NOW, THEREFORE, I, Evelyn George, Mayor of the City of Newton, call upon all citizens of Newton and Jasper County to observe May 12th through May 18th as National Police Week, and to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have earned for themselves an enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Newton and Jasper County to observe Wednesday, May 15, 2024, as Peace Officers Memorial Day to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Dated this 6th day of May, 2024.

Evelyn George, Mayor



PROCLAMATION

May is Historic Preservation Month

WHEREAS, historic preservation is an effective tool for building community and fostering local pride while revitalizing neighborhoods and enhancing livability, and;

WHEREAS, historic preservation is relevant for all communities and all Americans across the nation, and;

WHEREAS it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping us to connect with our shared heritage which has shaped us as a people;

NOW, THEREFORE, I, Evelyn George, Mayor of the City of Newton, Iowa, in recognition of the local, state, and national preservation efforts made by passionate citizens, do hereby proclaim this May as Historic Preservation Month 2024 with the theme of "People Saving Places."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2024.

Evelyn George, Mayor



PROCLAMATION

Building Safety Month — May, 2024

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, electricians, and others in the construction industry, who work year-round to ensure the safe construction of buildings, and;

Whereas, Building Safety Month reminds the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Mission Possible," the theme for Building Safety Month 2024, raises awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation of builders; and new technologies in the construction industry through the use of building codes.

Whereas, each year, in observance of Building Safety Month, citizens are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Evelyn George, Mayor, of the City of Newton, do hereby proclaim the month of May 2024 as Building Safety Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2024.

Evelyn George, Mayor



NEWTON CITY COUNCIL MEETING MINUTES
APRIL 15, 2024, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills, Dalton, Hallam, Simbro, Ervin. Absent: Wade.

Proclamation

2. Proclamation: Arbor Day Proclamation

Presentation

3. Jasper County Emergency Management Agency – Jamey Robinson, Emergency Management Coordinator. Updates on the Agency and upcoming improvements were provided.

4. The Well – Jayson Henry, CEO. Mr. Henry informed the Council of the purpose of the Well, not only as a thrift store, but as resource center for the community.

Citizen Participation

5. Ina Heidemann spoke regarding Earth day on April 22nd at the Newton at the Arboretum and the recycling of plastic bags that day from 9 am to 6 pm. Heidemann also spoke about other opportunities in the city on recycling items.

Consent Agenda

Moved by Ervin, seconded by Hallam to approve consent agenda items 6-26. AYES: Five. NAYS: None. Consent Agenda was adopted.

6. April 1, 2024 Special City Council Meeting Minutes

7. April 1, 2024 Regular City Council Meeting Minutes

8. Approve Liquor Licenses for the following: Special Event April 16, 2024, American Legion, 600 N 2nd Avenue West Special Class C Retail Alcohol License; Gezellig Brewing Company, LLC, 403 West 4th Street North, Special Class C Retail Alcohol License, Outdoor Service: Walgreens #05942- LE0002171, 1204 1st Ave East, Class E Retail Alcohol License; Hy-Vee Indy Pop-Up 1, 3333 Rusty Wallace Drive, Class B Retail Alcohol License; Hy-Vee Indy Pop-Up 2, 3333 Rusty Wallace Drive, Class B Retail Alcohol License

9. Approve May 1 – June 30, 2024, Cigarette/Tobacco/Nicotine/Vapor License for GMR Marketing LLC, 333 Rusty Wallace Dr

10. Designate May 6, 2024 as a public hearing date for the 2nd Budget Amendment for Fiscal year 2023-2024

11. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-03)
Resolution 2024-111 adopted.

12. Resolution approving quote from Con-struct Inc. for a sanitary sewer manhole replacement at Legacy Plaza
Resolution 2024-112 adopted.

13. Resolution approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located at 500 Iowa Speedway Drive within the East Mart Urban Renewal Area
Resolution 2024-113 adopted.

14. Resolution approving an agreement between the City of Newton and the Iowa Speedway, LLC for law enforcement services
Resolution 2024-114 adopted.

15. Resolution approving an agreement with Black Hills Energy for the installation of natural gas facilities in the Arbor Estates Second Addition subdivision
Resolution 2024-115 adopted.

16. Resolution approving a Professional Services Agreement for updates to the architectural plans for the Westwood Clubhouse Project
Resolution 2024-116 adopted.

17. Resolution approving the FY23 Audit for the City of Newton
Resolution 2024-117 adopted.

18. Resolution approving an environmental covenant for the former manufactured gas plant site as part of the Iowa Land Recycling Program
Resolution 2024-118 adopted.
19. Resolution approving the purchase of a Stryker Chest Compression system and external power supply
Resolution 2024-119 adopted.
20. Resolution approving the Clinical and Field Affiliation agreement with University of Iowa Hospital and Clinics
Resolution 2024-120 adopted.
21. Resolution Authorizing the return of Earnest Money to Pivotal GP Holding LLC per the terms of the 3/23/22 amended purchase and development agreement & the 3/22/23 reinstatement and first amendment to amended purchase and redevelopment agreement
Resolution 2024-121 adopted.
22. Resolution accepting completion of the Westwood Clubhouse demolition project
Resolution 2024-122 adopted.
23. Resolution Setting a date for a public hearing on the FY25-FY29 Capital Improvement Plan (CIP)
Resolution 2024-123 adopted.
24. Resolution approving a Property Tax Rebate for the Newton Senior Residence, LLC property located in the North Central Urban Renewal Area
Resolution 2024-124 adopted.
25. Resolution approving a Property Tax Rebate for the GG 115 LLC property located in the North Central Urban Renewal Area
Resolution 2024-125 adopted.
26. Approve Bills

Public Hearing

27. Public Hearing on a resolution approving the purchase agreement for real property at 525 West 4th Street South Newton, Jasper County, Iowa
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Mayor George stated the buyer was excited to build their dream home.
Moved by Dalton, seconded by Hallam to close the public hearing. AYES: Five. NAYS: None. The public hearing was closed.
28. Resolution approving the purchase agreement for real property at 525 West 4th Street South Newton, Jasper County, Iowa
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-126 adopted.
29. Public Hearing on a Resolution approving the 2024-25 Operating Budget for the City of Newton
Mayor George stated that this is the time and place for a Public Hearing on the above resolution. There were no written comments.
Moved by Simbro, seconded by Ervin to close the public hearing. AYES: Five. NAYS: None. The public hearing is closed.
30. Resolution Approving the 2024-2025 Operating Budget for the City of Newton
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: None
Resolution 2024-127 is adopted.
31. Public Hearing on a Resolution awarding contract for the 2024 Sanitary Sewer Lining Project
Mayor George Stated that this is the time and place for a Public Hearing on the above resolution. There were no written comments. Council member Mills asked what CIPP referred to and Utility Director Rhone replied that was for cast in place pipe.
Moved by Ervin, seconded by Mills to close the public hearing. AYES: Five. NAYS: None. The public hearing is closed.
32. Resolution awarding contract for the 2024 Sanitary Sewer Lining Project
Moved by Hallam, seconded by Simbro. AYES: Five. NAYS: None.
Resolution 2024-128 is adopted.

Resolution

33. Resolution approving the 2024-2025 Non-Union Compensation Plan
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-129 adopted.
34. Resolution approving a low-moderate income housing set-aside grant for 600 East 12 Street North, Newton
Council member Simbro stated that this program is great for the citizens and would like to promote the program and Mayor George agreed.
Moved by Simbro, seconded by Dalton to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-130 adopted.
35. Resolution Approving a Newton Hotel-Motel Tourism grant program application for \$925 for Heart of Transit
Mayor George stated this event has people invited on a National level.
Moved by Simbro, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-131 adopted.
36. Resolution Approving a Newton Hotel-Motel Tourism Grant Program Application for \$942.81 for Newton Arboretum & Botanical Gardens, Inc
Ina Heidemann spoke on behalf of Newton Arboretum & Botanical Gardens, Inc that the event will be “may the 4th be with you” and described the activities that will be going on at the event on May 4th.
Moved by Simbro, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-132 adopted.
37. Resolution authorizing the Fire Department Administrative Supervisor at Range 5, Step 2 on the City of Newton Salary Schedule Matrix
Council Member Ervin and Dalton both appreciated the setting of goals for this position when hired.
Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-133 adopted.
38. Resolution approving quote for water storage tank suction pipe repairs
Council member Mills asked if video or picture footage was given to the City. Utility Director Rhone provided this information. Mills asked what caused the failures that led to these repairs and Rhone stated there was a check valve that failed and this led to these failures.
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Five. NAYS: None.
Resolution 2024-134 adopted.
39. Resolution awarding the purchase of Firefighter’s personal protective equipment
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Five. NAYS: None
Resolution 2024-135 adopted.

Staff Report

25. Current Projects, Engineering and Stormwater updates – Joe Grife, Public Works Director

Mayor/Council Comments

29. Mayor and Council Comments
Mills had the opportunity to attend the United Way events Voices of Inspiration. Encouraged all to get involved these events coming up. April 25th is the next event with Carol Kramer, a Newton native. Dalton reminded everyone of the Newton Mainstreet event on April 25th celebrating the 10 year anniversary of the organization. Discussion was held regarding a possible tour of the Homes for Iowa program.

Adjourn

Moved by Mills, seconded by Hallam to adjourn the meeting at 7:13 P.M. Motion unanimously carried by voice vote.

SPECIAL CITY COUNCIL MEETING MINUTES
APRIL 16, 2024, 11:30 A.M.
CITY COUNCIL CHAMBERS

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 11:30 A.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills (via phone), Wade (via phone), Dalton, Hallam, Simbro, Ervin. Absent: None.

Resolution

2. Resolution Awarding a Kitchen Grant to Des Moines Area Community College for 403 West 4th Street North, Suite 104, Newton using General funds to be Reimbursed with Future North Central Urban Renewal Area Funds.

Moved by Hallam, seconded by Ervin to adopt the Resolution. Council discussion ensued. Council member Simbro inquired if the oven would be wood-burning. Erin Chambers, Community Development Director, stated that she is unsure if the oven will be wood-burning; the application indicates hood venting and electrical equipment, so is most likely for a standard oven. AYES: Six. NAYS: None. Resolution 2024-136 adopted.

Adjourn

Moved by Simbro, seconded by Hallam to adjourn the meeting at 11:32 A.M. Motion unanimously carried by voice vote.

Jolene Brady, Deputy City Clerk

Evelyn George, Mayor

RESOLUTION NO. 2024-_____

RESOLUTION ADOPTING 2024 S18 SUPPLEMENT
TO THE “CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2016”,
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

WHEREAS, the City Council adopted the “Code of Ordinances of the City of Newton, Iowa, 2016” (hereinafter “2016 CITY CODE”), by ORDINANCE NO. 2264; and

WHEREAS, from time to time the City Council adopts new ORDINANCES adding to or deleting from or modifying the 2016 CITY CODE; and

WHEREAS, in order to maintain the 2016 CITY CODE as a complete and current compendium of city laws for the Citizens of Newton, Iowa, it is necessary to issue supplements to the 2016 CITY CODE consisting of new pages setting out ORDINANCES adopted by the City Council from and after effective date of the 2016 CITY CODE; and

WHEREAS, the 2024 S18 Supplement has been prepared and published online for 2016 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2024), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 S18 Supplement bearing the notation “2024 S18”, to be substituted for pre-existing pages of the 2016 CITY CODE, is hereby approved and adopted as part of the 2016 CITY CODE:

Ordinance No.	Code Title	New Pages
2442	Title Page	Title Page
	Publisher’s Acknowledgement	- -
	Table of Contents	3-4
	Title V Public Works	21-22, 25-36, 39-46, 51-56, 63-70
		11-12, 41-42, 47-48
2433, 2436, 2439	Title VII Traffic Code	Repealed Chapter 97 RAGBRAI
2431	Title IX General Regulations	10A, 10B
2434	Title XI Business Regulations	1-2, 209-210, 222A, 222B, 229-230, 233-240, 243-244, 247-248, 275-280B, 285-286, 288A, 288B, 288E, 288F, 297-298B
2435, 2438	Title XV Land Usage	3-6
2437, 2440, 2441	Table of Special Ordinances	4A, 4B, 7-8, 23-26, 39-40, 43-44
	Parallel References	3-4, 11-12, 31-34
	Index	

PASSED this _____ day of May, 2024

APPROVED this _____ day of May, 2024

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina A. Davis CMC, City Clerk

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-04)

Summary:

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

Financial Impact:

Cost Recovery: \$2,192.57

Report Number: 2024-427

Date:

May 6, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 24-04)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-04: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 24-04: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 24-04: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 24-04: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-04: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Gary Bird	834281010	310 E 11th St S	Newton	\$52,480	\$ 375.44	\$75.00	\$ 450.44	JONES' SD N 93.8' OF W 181.5' BLK T	3/19/2024
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$1,667.13	\$75.00	\$1,742.13	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	3/15/2024
TOTAL:							\$2,192.57		

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-03)

Summary:

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

Financial Impact:

Cost Recovery: \$1,091.57

Report Number: 2024-426

Date:

May 6, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,091.57. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-03).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-03)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner’s failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 24-03 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-03, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on May 15,2024, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-03: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Jerry Stewart	827426027	902 N 10th Ave E	Newton	\$100,440	\$ 220.07	\$75.00	\$ 295.07	EDMUNDSON'S ADD LOT 7 BLK 3 & W 1/2 N	2/19/2024
Sherry Stoner	833283010	623 S 4th Ave W	Newton	\$125,880	\$ 416.50	\$75.00	\$ 491.50	WEST NEWTON LOT G BLK D	2/12/2024
Billy, Marvin & Elizabeth Gra	827453026	605 E 7 1/2 St N	Newton	\$69,590	\$ 230.00	\$75.00	\$ 305.00	GARRETT'S SD LOT 14	2/22/2024
TOTAL:							\$1,091.57		

City of Newton Council Report

**Item:**

Resolution Approving the replacement of Newton Union Cemetery Dirt Shed

Summary:

Approval to replace the storm damaged cemetery dirt shed. The city's insurance will provide funds for the work. Any additional costs of the project will be covered by cemetery general funds.

Financial Impact:

City staff received a low quote of \$16,000.00 from Oak Lane Construction, Bloomfield, Iowa. Funds from ICAP will be used for the work. Any additional costs will be covered by cemetery general funds.

Report Number: 2024-369

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Newton Union Cemetery has a building dedicated for the sole use of storing dry topsoil for the back filling of burial graves.

This structure was significantly damaged during the 2022 tornado, and was deemed a total loss by the City's insurance, ICAP. Quotes were requested and received as follows from the following companies:

- Oak Lane Construction- \$16,000.00
- Schwarz Carpentry- \$16,829.39
- LCI Distributing- No quote received
- Paragon Exteriors - No quote received

Recommendation:

Staff recommends approving the low bid of \$16,000.00 from Oak Lane Construction, Bloomfield, Iowa.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE REPLACEMENT OF NEWTON UNION
CEMETERY DIRT SHED

WHEREAS, the existing dirt storage building was deemed a total loss following the 2022 tornado event; and

WHEREAS, it is crucial for Parks and Recreation staff to have a stockpile of dry topsoil for the backfill of burial graves; and

WHEREAS, Iowa Communities Assurance Pool (ICAP), the City’s insurance has agreed to the funding of the construction of a new dirt storage building; and

WHEREAS, any additional costs would be covered by the cemetery general fund budget; and

WHEREAS, city staff obtained competitive quotes to construct a new dirt storage building; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes the Mayor to accept the quote of \$16,000.00 from Oak Lane Construction, Bloomfield, Iowa to be paid for using insurance proceeds and the Cemetery’s General Fund budget.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the private sale and transfer of ownership of 1400 East 6th Street South

Summary:

Approval of private sale of former D&D property.

Financial Impact:

None.

Report Number: 2024-398**Date:**

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

RC Homes, LLC, entered into a purchase and redevelopment agreement dated September 21, 2017 with the City of Newton for property at 1404 East 6th Street South. The purchase and redevelopment agreement required RC Homes, LLC to complete the construction of a residential structure on the property. RC Homes, LLC never completed this work.

In the meantime, the property became tied up in various legal actions, and ownership was transferred by the court to the current owner, Revenant Capital. Revenant Capital has found a buyer for the property that intends to construct a new home. The new buyers are John and Sherri Carlson, private citizens who plan to construct a home in the future.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024– _____

**A RESOLUTION APPROVING THE PRIVATE SALE AND TRANSFER
OF OWNERSHIP OF 1400 EAST 6TH STREET SOUTH**

WHEREAS, RC Homes, LLC, entered into a purchase and redevelopment agreement dated September 21, 2017 with the City of Newton for property at:

1400 East 6th Street South, legally described as:

LOT 22 OF THE SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, ALSO KNOWN AS LISTER'S ACRES, AS SHOWN BY PLAT RECORDED IN PLAT BOOK D PAGE 7 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

WHEREAS, said Purchase and Redevelopment Agreement required of the buyer, RC Homes, LLC, to complete the construction of a residential structure on the property; and

WHEREAS, RC Homes, LLC did not complete construction of a residential structure at 1400 East 6th Street South; and

WHEREAS, due to various legal actions, said property was transferred to current owner Revenant Capital, LLC of Plano, Texas;

WHEREAS, Revenant Capital, LLC has entered into an agreement with a buyer for the property, and said buyer agrees to construct a new home on the lot.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the transfer of ownership from Revenant Capital, LLC to John Carlson and Sherri Carlson is hereby approved.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC

Summary:

An agreement with Windstream to utilize public right-of-way to relocate an existing communications network.

Financial Impact:

No fee is to be paid to the City by Windstream.

Report Number: 2024-410

Date:

May 6, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Windstream Iowa Communications, LLC of Little Rock, Arkansas, proposes relocating its existing telecommunications system in Newton from overhead lines to underground conduits. The proposed work includes pulling cables and splicing in conduits placed via joint trench, pulling active service drops and installing to retain service, and removing existing aerial cables & equipment. This work will take place between N 3rd Ave and N 2nd Ave from W 2nd St N to E 4th St N and between N 2nd Ave and 1st Ave from 1st St N to E 4th St N in the City of Newton right-of-way. There is no licensing fee for the portion of this work in the City of Newton right-of-way.

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

Recommendation:

Approval of the telecommunications licensing agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH WINDSTREAM IOWA COMMUNICATIONS, LLC**

WHEREAS, Windstream Iowa Communications, LLC of Little Rock, Arkansas, proposes extending its existing telecommunications system; and

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

WHEREAS, the proposed work will take place between N 3rd Ave and N 2nd Ave from W 2nd St N to E 4th St N and between N 2nd Ave and 1st Ave from 1st St N to E 4th St N in the City of Newton right-of-way; and

WHEREAS, the Public Works Department has reviewed the route of the proposed improvements and will work with Windstream Iowa Communications, LLC, and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Public Works Department; and

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

WHEREAS, the proposed underground portion of the route includes 4845 LF of improvements in the City of Newton right-of-way; and

WHEREAS, no licensing fee is to be paid for the portion of this line in the City of Newton right-of-way; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

No license fee shall be paid for this license due to the previous installation of duct, and the project is contracted by the City.

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

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system in the City, the Licensee shall file with the Public Works

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

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

If the Licensee fails to comply with the provisions of the City Code the City may repair or

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

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

Upon request, the Licensee agrees to assist in locating underground facilities which are

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

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

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

The Licensee covenants to indemnify, defend, and save the City and its officers, agents

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

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

If to City:

Newton Public Works Director
303 W 4th St N, Suite 501
Newton, Iowa 50208

If to Licensee:

Windstream Iowa Communications, LLC
4001 N Rodney Parham Rd
Little Rock, AR 72212

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

SECTION 19. TELECOMMUNICATIONS ACT

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

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

LICENSEE

CITY OF NEWTON

By: Natalia Ewing

By: _____
Evelyn George, Mayor

Title: Analyst - I, Engineering Support

Attest: _____
City Clerk

City of Newton Council Report



Item:

Resolution Authorizing the City of Newton and the Newton Fire Department to Enter into a 28E Agreement for Emergency Medical Services (EMS) Transportation with City of Baxter and Baxter Rescue Squad

Summary:

Resolution amending the EMS Transportation Agreement between the Newton Fire Department and City of Baxter and Baxter Rescue Squad to include a response fee.

Financial Impact:

Minimal. There is a \$250 response fee for times when Baxter Rescue Squad does not respond to a call.

Report Number: 2024-412

Date:

May 6, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

Iowa law requires an ambulance service program to request approval from the Department of Public Health to provide non-transport coverage in addition to, or in lieu of, ambulance authorization. Programs seeking such approval must maintain a written transport agreement which specifies how and when patients will be transported. A transport agreement is defined as "a written agreement between two or more service programs that specifies the duties and responsibilities of the agreeing parties to ensure appropriate transportation of patients in a given service area." 641 Iowa Administrative Code 132.1.

Upon receipt of a call for Baxter Rescue, Jasper County 911 Dispatch Center shall page Baxter Rescue and Newton Fire Department simultaneously by tone/voice with 2 consecutive pages. If Baxter Rescue Personnel assemble a crew they are to contact the Jasper County 911 Dispatch Center and have Newton Fire Department cancelled. Should Newton not have any personnel available, they will notify the dispatch center and Colfax Ambulance will be paged to respond. Should Newton not have any personnel available, they will notify the dispatch center and Colfax Ambulance will be paged to respond. If a member of the Baxter Ambulance Service does respond but informs dispatch that there is not enough personnel for a crew then the same criteria is to be followed.

In the event Baxter Rescue Squad is unable to assemble adequate staff to answer a call for service within their prescribed district, the Newton Fire Department will bill the City of Baxter for a response fee in the amount of \$250. Each year the Newton Fire Department completes a cost report for the GEMT program and our current cost per transport of patients is listed at \$1,564.96. We are in no position to be the primary response and transport of the sick and injured for the City of Baxter. The nominal fee of \$250 has been in place since 2019. The number of times it has been used has declined appreciably in the past two years. Staff recommends leaving the response fee at the current level.

If Baxter Rescue Squad is already on a call for service and requests the Newton Fire Department to answer an additional call there will be no response fee and this will be covered under a mutual aid arrangement. If Newton Fire or Colfax Ambulance assume patient care in lieu of Baxter Rescue not having minimum staffing, responding unit is authorized to bill for the services at their normal rates.

Requests for tiers will be billed based on the existing agreement:

- the transporting agency will bill for the transport.

- If the Newton Fire Department meets Baxter Rescue Squad and attends patient to the

hospital, Baxter Rescue Squad will bill the patient and split the revenue 50/50 with Newton.

-If Baxter Rescue Squad has provided patient care on scene and Newton transports, Newton will bill the patient and split the revenue 50/50 with Baxter.

This Agreement would be in effect for a period of three (3) years. Either party may terminate the Agreement by providing a thirty (30) day written notice by certified mail to the other parties and to the Bureau of EMS. All parties to this Agreement maintain their own identity and this Agreement does not create any relationship or partnership.

Staff has included an EMS Transportation Agreement for use with the City of Baxter and the Baxter Rescue Squad. Please note that this Agreement requires Baxter Rescue Squad to notify Newton Fire in advance for a lack of resources. In addition, Newton will require that this contract be reviewed on a quarterly basis to determine Newton's ability to continue to provide support under the Transportation Agreement.

Recommendation:

Staff recommends approval of Transportation Agreement per recommendations from the Newton Fire Department.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION AUTHORIZING THE CITY OF NEWTON AND THE
NEWTON FIRE DEPARTMENT TO ENTER INTO A 28E AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS) TRANSPORTATION
WITH THE CITY OF BAXTER AND BAXTER RESCUE SQUAD.**

WHEREAS, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, and

WHEREAS, the City of Baxter and Baxter Rescue Squad is a mutual aid partner with the City of Newton, and

WHEREAS, the fire department has received a request from the City of Baxter and Baxter Rescue Squad to provide EMS transport services in the event that the City of Baxter and Baxter Rescue Squad is unable to respond, and

WHEREAS, in the event Baxter Rescue Squad is unable to assemble adequate staff to answer a call for service within their prescribed district, the Newton Fire Department will bill the City of Baxter for a response fee in the amount of \$250.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the attached agreement be amended to include a response fee in the EMS Transportation Agreement with the City of Baxter and Baxter Rescue Squad is approved.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

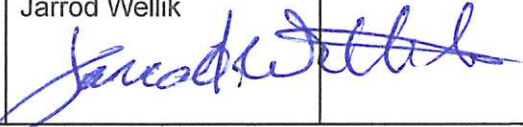
ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR EMERGENCY MEDICAL SERVICES TRANSPORTATION

SECTION 1: PARTIES TO THIS AGREEMENT

The following agencies enter this agreement to ensure all components of the EMS system are efficiently and effectively utilized to ensure appropriate transportation of patients in the given system area.

AMBULANCE SERVICE				
Service Name	City	Representative Name	Signature	Date
Baxter Rescue Unit	Baxter, Iowa	Sally Seeley		
AMBULANCE SERVICE				
Service Name	City	Representative Name	Signature	Date
Newton Fire Department	Newton, Iowa	Jarrod Wellik		4/17/24
COMMUNICATION CENTER				
Name	City	Representative Name	Signature	Date
Jasper County Dispatch Center	Newton, Iowa	Brad Shutts		4-3-24

SECTION 2: PURPOSE OF AGREEMENT

Iowa law requires an ambulance service to request approval from the Department of Public Health to enter a "transportation agreement" which specifies how and when patients will be transported should that service not be able to attain minimum staffing at all times. This transportation agreement "specifies the duties and responsibilities of agreeing parties to ensure appropriate transportation of patients in a given service area." 641 Iowa Administrative Code 132.1. The parties have entered into this agreement to effectuate these requirements.

SECTION 3:

DUTIES AND RESPONSIBILITIES

Upon receipt of a call for Baxter Rescue, Jasper County 911 Dispatch Center shall page Baxter Rescue and Newton Fire Department by tone/voice with 2 consecutive pages. If Baxter Rescue Personnel assemble a crew, they are to contact the Jasper County 911 Dispatch Center and have Newton Fire Department cancelled. Should Newton not have any personnel available, they will notify the dispatch center and Colfax Ambulance will be paged to respond. If a member of the Baxter Rescue Unit does respond but informs dispatch that there are not enough personnel for the crew, this will be considered inadequate staffing and Newton, or Colfax, will continue.

The Newton Fire Chief and Baxter Rescue Unit Leader will review calls for service covered under this agreement on a quarterly basis. An explanation of all calls not answered by Baxter Rescue Unit will be provided in writing to the Newton Fire Chief within 24 hours of completion of said call.

Baxter Rescue will notify Newton Fire Department a minimum of eight (8) hours in advance of any time period that Baxter Rescue will not be able to provide coverage.

SECTION 4:

DURATION OF AGREEMENT

This agreement shall be in effect upon signature of the service programs. The agreement shall be in effect for three years from the date of execution unless terminated early in accordance with the termination section of this agreement.

SECTION 5:

COMPENSATION/REIMBURSEMENT

In the event Baxter Rescue Unit is unable to assemble adequate staff to answer a call for service within their prescribed district. The Newton Fire Department will bill the West Malaka Benefited Fire District, dba Baxter Rural Fire and Rescue for a response fee in the amount of \$250. If Baxter Rescue Unit is already on a call for service and requests the Newton Fire Department to answer an additional call, there will be no response fee, and this will be covered under a mutual aid arrangement.

If Newton Fire or Colfax Ambulance assume patient care in lieu of Baxter Rescue not having minimum staffing, the responding unit is authorized to bill for the services at their normal rates. Requests for tiers will be billed based on the existing agreement:

- The transporting agency will bill for the transport.
- If the Newton Fire Department meets Baxter Rescue Unit and attends patient to the hospital, Baxter Rescue Unit will bill the patient and split the revenue 50/50 with Newton.
- If Baxter Rescue Unit has provided patient care on scene and Newton transports, Newton will bill the patient and split the revenue 50/50 with Baxter.

SECTION 6: TERMINATION

Any party to this agreement may terminate this agreement by providing thirty (30) days written notice by certified mail to the other parties and to the Bureau of EMS, Department of Public Health, 401 SW 7th Street. Des Moines, IA 50309.

SECTION 7: INSURANCE

Each party to this agreement shall procure and maintain such *insurance* as is required by applicable federal and state law and may be appropriate and reasonable to cover its staff, equipment, vehicles and property, including but not limited to liability insurance, workers compensations, unemployment insurance, automobile liability and property damage.

SECTION 8: LIABILITY

Each party to the agreement shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each party to the agreement shall be responsible for defending claims made against it or its staff arising from participation in this agreement.

SECTION 9: STATUS AND RESPONSIBILITIES

Nothing in this agreement shall be construed as creating or consulting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any other contract or create an obligation or liability on behalf of, in the name of, or bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all person acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law. Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

SECTION 10: EXECUTION CITY OF NEWTON, IOWA

(CITY SEAL)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

DATE: _____

WEST MALAKA BENEFITED FIRE DISTRICT, DBA BAXTER RURAL FIRE AND RESCUE, IOWA:

BY: _____
DISTRICT TRUSTEE-CHAIR

ATTEST: _____
DISTRICT TRUSTEE-CLERK

DATE: _____

(COUNTY SEAL)

BY: _____
CHAIR BOARD OF SUPERVISORS

ATTEST: _____
COUNTY ADITOR

DATE: _____

City of Newton Council Report

**Item:**

Resolution approving reduced prices on Maytag Pool single-day admissions for June 8, 2024

Summary:

Reduced single day admission for Maytag Pool on June 8, 2024 for Newton Fest.

Financial Impact:

Reduction of revenue

Report Number: 2024-416

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Each year, the City reduces the entrance fee on the Saturday of Newton Fest.

The regular single day admission is \$6.00

This resolution authorizes single-day admission to be \$3.00 on this date.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING REDUCED PRICES ON MAYTAG
POOL SINGLE-DAY ADMISSIONS FOR JUNE 8, 2024**

WHEREAS, Newton Fest will be held June 6-8, 2024, with a majority of the City-sponsored events occurring in Maytag Park, and

WHEREAS, to support the weekend activities, it is proposed to establish reduced price admissions to Maytag Pool during pool hours on Saturday, June 8, 2024, and

WHEREAS, reduced price admissions to Maytag Pool on the Saturday of Newton Fest were established by council in the previous years of 2023 and 2022;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor is to sign the 2024 fireworks show's agreement in the amount of \$15,000.00 with said cost to be paid from the Parks General Fund budget.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the Community Development Department is authorized to charge \$3.00 for single day admission per person to the Maytag Pool on Saturday, June 8, 2024 in lieu of the normal \$6.00 for single day admission per person.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of pre-season salt for snow and ice control.

Summary:

Purchase 625 tons of salt at the pre-season price.

Financial Impact:

\$45,131.25 from the Road Use Tax Fund.

Report Number: 2024-420**Date:**

May 6, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Every year monies are allocated in the Snow & Ice Operating budget to purchase salt, sand, and other winter maintenance materials. The Public Works salt storage building allows for adequate storage, so we may buy salt at pre-season prices, typically about \$25/ton less than the in-season prices. The City of Newton needs to purchase 625 tons of salt to replenish the salt stock used from the past winter in preparation for the 2024-2025 winter season.

The City of Newton is in a Central Iowa Salt Group comprising most of the cities and counties in the Des Moines metropolitan area. The group can obtain very competitive bids by bidding together for a large amount of salt. The City of West Des Moines is the administrator for the group.

Bids were received, and Central Salt of Dubuque, Iowa, was the low bidder. Central Salt of Lyons, Kansas's bid price delivered to the City of Newton is \$72.21 per ton. The salt will be delivered after July 1, 2024, but before the winter season.

Recommendation:

City staff recommends approving the resolution authorizing the Public Works Director to purchase 625 tons of the pre-season salt from Central Salt of Lyons, Kansas, for the bid amount of \$45,131.25 paid from the Road Use Tax Fund.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION AUTHORIZING THE PURCHASE OF PRE-SEASON
SALT FOR SNOW AND ICE CONTROL

WHEREAS, money is budgeted annually within the Snow and Ice Control budget to purchase salt, sand, and other winter maintenance materials; and

WHEREAS, staff has estimated that 625 tons of salt are needed to replenish the salt supply from the previous winter in preparation for the upcoming winter season; and

WHEREAS, the City of Newton is part of the Central Iowa Salt Group that pools together its salt needs to obtain competitive bids; and

WHEREAS, bids for the pre-season salt were received by the City of West Des Moines, the administrator for the Central Iowa Salt Group, and the successful low bidder is Central Salt of Lyons Kansas, for a bid price of \$72.21 per ton; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase 625 tons of salt for \$45,131.25 from Central Salt of Lyons, Kansas. The salt will be purchased utilizing Road Use Tax funds.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the City of Newton to apply for an Iowa Thriving Communities designation with the Iowa Finance Authority (IFA) and Iowa Economic Development Authority (IEDA).

Summary:

IFA and IEDA created an Iowa Thriving Communities designation for communities of less than 20,000 population. This designation will provide a limited number of communities with additional scoring points for proposed housing projects utilizing Federal Housing Tax Credit and/or Workforce Housing Tax Credit programs. May 15, 2024 is the deadline for submitting an online application for this designation.

Financial Impact:

None.

Report Number: 2024-429**Date:**

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Iowa Finance Authority (IFA) and Iowa Economic Development Authority (IEDA) have created an initiative for communities of less than 20,000 population to compete for the Iowa Thriving Communities designation. The designation will be limited to a small number of eligible Iowa communities, each of which will automatically have additional scoring points available for developers proposing housing projects under the Federal Housing Tax Credit and/or Workforce Housing Tax Credit programs. The additional points will increase the likelihood that a proposed project may be awarded tax credit financing.

IFA / IEDA's comprehensive Iowa Thriving Communities application must be completed and uploaded online, and the deadline for submission is May 15, 2024. IFA / IEDA's selection committee will ask for in-person presentations by the finalists in June, with the designated communities' representatives presenting to developers and other stakeholders during the HousingIowa Conference in Des Moines on Sept. 4-5, 2024.

Recommendation:

City Staff recommends approval of the Resolution.

RESOLUTION NO. 2024 - _____

RESOLUTION AUTHORIZING THE CITY OF NEWTON TO APPLY FOR AN IOWA THRIVING COMMUNITIES DESIGNATION WITH THE IOWA FINANCE AUTHORITY AND IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the Iowa Finance Authority (IFA) and the Iowa Economic Development Authority (IEDA) have created an initiative allowing innovative communities of less than 20,000 population to compete for an Iowa Thriving Communities designation; and

WHEREAS, only a limited number of communities will be awarded the designation, which comes with highly sought after and lucrative scoring points for the Federal Housing Tax Credit and/or Workforce Housing Tax Credit programs; and

WHEREAS, housing developers will be highly incentivized to select a community that has been designated as an Iowa Thriving Community for a proposed development through the 2025 Federal Housing Tax Credit and/or Workforce housing Tax Credit programs; and

WHEREAS, the extra points awarded to a housing development through the Iowa Thriving Communities designation increase the likelihood that a proposed project may be awarded tax credits; and

WHEREAS, seeking an Iowa Thriving Communities designation is consistent with the community’s desire to increase the availability of affordable housing, as expressed in *Envision Newton 2042: A Comprehensive Plan*; and

WHEREAS, communities wishing to compete for an Iowa Thriving Communities designation must submit a comprehensive online application to IFA and IEDA, on or before May 15, 2024;

NOW, THEREFORE, BE IT RESOLVED that the City of Newton is hereby authorized to draft and submit the required online application for an Iowa Thriving Communities designation.

PASSED this 6th day of May, 2024

APPROVED this _____ day of May, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a cab and chassis truck with a dump box for Water Distribution

Summary:

Purchase a new cab and chassis truck to replace a 26-year-old 1 ton truck.

Financial Impact:

\$83,342.00 from Water Enterprise Revenue Funds

Report Number: 2024-435

Date:

May 6, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

This F550 4x4 cab and chassis with a dump box is to replace the existing 26-year-old 1 ton truck that has several mechanical and body issues. This truck was identified as an appropriate piece of equipment to be replaced in the FY25 CIP. The old truck will be placed on a Public Surplus Auction site with a minimum reserve of \$500.00. If the minimum reserve is not met, then the truck will be sold to a local scrap yard, for scrap value.

Stivers Ford of Waukeee, Iowa, holds the 2024 Iowa state bid for the 2024 F550 cab and chassis Truck. Truck Equipment of Des Moines, Iowa holds the 2024 state of Iowa bid for the Crysteel E-Series Tipper dump box, including installation.

Recommendation:

Approve the purchase of a new a 2024 F 550 cab chassis from Stivers Ford of Waukeee, Iowa for \$61,726.00 and the purchase of and installation of the dump box from Truck Equipment of Des Moines, Iowa for the purchase price of \$21,616.00 for a combined price of \$83,342.00.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION AUTHORIZING THE PURCHASE
OF A CAB AND CHASSIS TRUCK WITH A DUMP BOX FOR WATER
DISTRIBUTION**

WHEREAS This F550 4x4 cab and chassis with a dump box is to replace the existing 26-year-old 1 ton truck that has several mechanical and body issues.

WHEREAS, this pickup was identified as an appropriate piece of equipment to be replaced in the FY25 CIP; and

WHEREAS, the old pickup will be placed on a Public Surplus Auction site with a minimum reserve of \$500.00; and

WHEREAS, If the minimum reserve is not met, then the pickup will be sold to a local scrap yard; and

WHEREAS, Stivers Ford of Waukeee, Iowa, holds the 2024 Iowa state bid for the 2024 F550 cab and chassis; and

WHEREAS, Truck Equipment of Des Moines, Iowa holds the 2024 state of Iowa bid for the Crysteel E- Series Tipper dump box, including installation

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa the Utilities Director is authorized to purchase a 2024 F 550 cab chassis from Stivers Ford of Waukeee, Iowa for \$61,726.00 and the Crysteel E- Series dump box. from Truck Equipment of Des Moines, Iowa for the purchase price of \$21,616.00 for a combined price of \$83,342.00; and

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa the Utilities Director is authorized to place the 26-year-old 1-ton truck on Public Surplus Auction site with a minimum reserve of \$500.00 and If the minimum reserve is not met, then authorizing the pickup be sold to a local scrap yard, for scrap value.

PASSED this _____ day of May 2024.

APPROVED this _____ day of May 2024.

Evelyn George Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the WPC 1st ST N aerial sewer crossing repair project

Summary:

Accept completion of the WPC 1st ST N aerial sewer crossing repair project and authorize final payment

Financial Impact:

Council previously approved a contract for \$100,000.00 on October 23, 2023; and this action would accept the project and authorize release of the retainage amount of \$4,456.20

Report Number: 2024-432

Date:

May 6, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

The sanitary sewer aerial repair is located in a remote wooded area crossing a Cherry Creek drainage tributary. This drainage area has eroded over the years leaving the footings holding the sanitary sewer exposed and in the danger of failing.

This project was included in the Capital Improvement Plans (CIP) for FY23 and, plans, specifications and engineer's estimated cost had been prepared by Bolton/Menk Engineering; and the City Council of the City of Newton awarded a contract to Jet Drain Services LLC. of Ames Iowa in the amount of \$100,000.00 on October 23, 2023.

The Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulation of said contract. The final contract amount, based on actual measure quantities of work, is \$89,123.98.

Recommendation:

Accept the completion of the WPC 1st ST N aerial sewer crossing repair project, and authorizing the release of retainage in the amount of \$4,456.20 to be paid to the contractor no sooner than 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
WPC 1ST ST N AERIAL SEWER CROSSING REPAIR PROJECT**

WHEREAS, the sanitary sewer aerial repair is located in a remote wooded area crossing a Cherry Creek drainage tributary; and

WHEREAS, this drainage area has eroded over the years leaving the footings holding the sanitary sewer exposed and in the danger of failing; and

WHEREAS, this project was included in the Capital Improvement Plans (CIP) for FY23; and

WHEREAS, plans, specifications and engineer's estimated cost have been prepared by Bolton/Menk Engineering; and

WHEREAS, the City Council of the City of Newton awarded a contract to Jet Drain Services LLC. of Ames Iowa in the amount of \$100,000.00 on October 23, 2023; and

WHEREAS, Jet Drain Services LLC has completed the work, and the Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project and authorizes the Utilities Director to execute payment of the retainer in the amount of \$4,456.20 to Jet Drain Services LLC no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of May 2024.

APPROVED this _____ day of May 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the purchase of a stand-on skid steer for Water Pollution Control

Summary:

To purchase a stand-on skid steer for the Water Pollution Control Division of the Utilities Department.

Financial Impact:

\$37,710.93 paid with Water Pollution Control Enterprise Funds

Report Number: 2024-433**Date:**

May 6, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

A stand-on skid steer was included in the capital equipment plan for fiscal year 2024-2025. The stand-on skid steer will be used for cleaning WPC's primary and secondary clarifiers, snow removal, easement sanitary sewer cleaning and various other uses around the Water Pollution Control Plant.

WPC staff requested demonstrations from several equipment dealers to demonstrate the operation of various makes and models of stand-on skid steers. During the demonstration each dealer did a walk around of their stand-on skid steer to explain the operation, available options, safety features and maintenance requirements. After the walk around WPC staff had the opportunity to operate each stand-on skid steer.

After many discussions about the demonstrations of the various makes and models of stand-on skid steers, WPC staff determined the Vermeer S925TX stand-on skid steer best fits the needs for the City of Newton, with its ease of operation and maintenance.

Utilizing Sourcewell, a public purchasing cooperative for state & local governments, city staff requested a quote from Vermeer Sales & Service - Iowa. Vermeer Sales & Service - Iowa provided a quote for the Vermeer S925TX in the amount of \$37,710.93.

Recommendation:

Approval of the resolution authorizing the Utilities Director to purchase a stand-on skid steer from Vermeer Sale & Service, Pella, Iowa in the amount of \$37,710.93. This purchase will be paid utilizing Water Pollution Control Enterprise Funds.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION AUTHORIZING PURCHASE OF A STAND-ON SKID
STEER FOR WATER POLLUTION CONTROL

WHEREAS, A stand-on skid steer was included in the capital equipment plan for fiscal year 2024-2025; and

WHEREAS, WPC staff requested demonstrations from several equipment dealers to demonstrate the operation of various makes and models of stand-on skid steers; and

WHEREAS, During the demonstration each dealer did a walk around of their stand-on skid steer to explain the operation, available options, safety features and maintenance requirements ; and

WHEREAS, After many discussions about the demonstrations of the various makes and models of stand-on skid steers, WPC staff determined the Vermeer S925TX stand-on skid steer best fits the needs for the City of Newton, with its ease of operation and maintenance; and

WHEREAS, Utilizing Sourcewell, a public purchasing cooperative for state & local governments, city staff requested a quote from Vermeer Sales & Service - Iowa. Vermeer Sales & Service - Iowa provided a quote for the Vermeer S925TX in the amount of \$37,710.93; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Utilities Director is authorized to proceed with the purchase of a stand-on skid steer from Vermeer Sale & Service - Iowa, Pella, Iowa in the amount of \$37,710.93. This purchase will be paid utilizing Water Pollution Control Enterprise Funds.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Jasper Point Plaza, LLC Property According to the Approved Development Agreement

Report Number: 2024-438**Date:**

May 6, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$15,698 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Background:

In February of 2022 the City of Newton approved a Development Agreement with Hopkins Properties LLC on the property located at 1108-1130 1st Ave E, within the 1st Avenue East Urban Renewal Area. In May 2022 the City of Newton approved the Assignment of Development Agreement between Hopkins Properties LLC ("Assignor") and Jasper Point Plaza, LLC ("Assignee"). The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Jasper Point Plaza, LLC in Fiscal year 23/24.

Jasper Point Plaza, LLC has provided documentation that the total amount of the 1st Avenue East Urban Renewal Area property taxes owed in 2023-24 in the amount of \$38,190 have been paid to the Jasper County Treasurer and is eligible for a rebate of \$15,698.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Jasper Point Plaza, LLC.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
JASPER POINT PLAZA, LLC PROPERTY LOCATED WITHIN THE 1ST
AVENUE EAST URBAN RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the 1ST Avenue East Urban Renewal Area; and

WHEREAS, a Development Agreement with Hopkins Properties LLC was entered into in February of 2022 on property located at 1108-1130 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, in May 2022 the City of Newton approved the Assignment of Development Agreement between Hopkins Properties LLC (“Assignor”) and Jasper Point Plaza, LLC (“Assignee”), and

WHEREAS, said Agreement states the City will provide Jasper Point Plaza, LLC a 100% TIF Property Tax Rebates in Fiscal Year 23-24, and

WHEREAS, the Developer has paid its property taxes for the entire year 2023-2024 in the total amount of \$38,190 and is eligible to receive a TIF rebate of \$15,698 per the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Jasper Point Plaza, LLC, a property tax rebate for the fiscal year 2023-2024 taxes in the amount of \$15,698 is hereby approved.

PASSED this 6th day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Authorizing Approval of an Addendum to the Ambulance Restocking Agreement with MercyOne Medical Center-Newton.

Summary:

An existing agreement with MercyOne Medical Center-Newton will expire in May and this will extend the Agreement by three years.

Financial Impact:

Minimal Impact to be paid from Fire Department budget.

Report Number: 2024-440**Date:**

May 6, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The storage and restocking of medications for use in the ambulance service is currently contracted with MercyOne Medical Center-Newton. Ownership and usage of the medications used by ambulance services are under the direct control of the Iowa Board of Pharmacy. Regulations require for strict accounting of storage and usage of these medications.

This agreement has been in effect for three (3) years and is set to expire in May. MercyOne Medical Center-Newton has proposed to renew for three years through an addendum to the original agreement. The agreement can be cancelled by providing a thirty-day notice by either party. (The original agreement has been included for reference)

Recommendation:

Staff recommends approval of Resolution authorizing approval of an addendum to the Ambulance Restocking Agreement with MercyOne Medical Center-Newton.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING APPROVAL OF AN ADDENDUM TO
THE AMBULANCE RESTOCKING AGREEMENT WITH MERCYONE
MEDICAL CENTER-NEWTON.

WHEREAS, the City of Newton owns and operates an ambulance service that provides advanced life support service to the citizens of Newton; and

WHEREAS, MercyOne Medical Center-Newton owns and operates an acute care general hospital that has, as a component of its services, a pharmacy; and

WHEREAS, patients experiencing medical emergencies may require medications and certain other supplies to be furnished to the City of Newton in accordance with applicable laws for the purpose of improving access to and quality of emergency. The restocking of City of Newton Emergency Medical Service units contributes to the quality of emergency care in the community by enabling the medical units to proceed immediately to the next call without making additional restocking stops and ensuring that proper medications and supplies are available for the next patient; and

WHEREAS, the City of Newton wishes to develop an arrangement whereby MercyOne Medical Center-Newton and the City of Newton’s Medical Director may furnish certain services and supplies, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable federal and state statutes and regulations; and

WHEREAS, this action will provide an addendum to the original Agreement and will remain in effect for three years. The agreement can be cancelled by providing a thirty-day notice by either party.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, the City approves the Addendum to the Ambulance Restocking Agreement and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

AMBULANCE RESTOCKING AGREEMENT

This Ambulance Restocking Agreement ("Agreement") is made and entered into effective as of MAY 18, 2021 ("Effective Date") between MercyOne Medical Center-Newton d/b/a MercyOne Newton Medical Center, an Iowa nonprofit corporation ("Hospital"), and the City of NEWTON, Iowa, through its ambulance unit(s) ("Squad").

RECITALS

- A. Hospital owns and operates an acute care general hospital that has, as a component of its services, a pharmacy.
- B. Squad provides emergency services throughout the community. Patients experiencing medical emergencies may require medications to be furnished by Squad in accordance with applicable laws for the purpose of improving access to and quality of emergency services. Hospital's restocking of Squad's ambulances contributes to the quality of emergency care in the community by enabling Squads to proceed immediately to another call without making additional restocking stops and by ensuring that Squads have adequate medication supplies available for their next patient.
- C. Squad wishes to develop an arrangement whereby Hospital restocks Squad's ambulances with medications, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable federal and state statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

1. Restocking of Medications ("Drugs"). Hospital shall restock Squad's ambulance(s) with Drugs as requested from time to time by Squad. As used herein, Drugs include, but are not limited to, medications (including narcotics) listed on the formulary attached hereto as Exhibit 1, as the same may be amended from time to time by the parties. Hospital does not restock IV fluids or supplies for Squads.
2. Pharmacy-Based; Responsibility for and Ownership of Drugs. The parties agree that Squad shall function as a pharmacy-based service program with respect to Drugs, and that in accordance with the provisions of Iowa law, the Squad will operate as an extension of the Hospital pharmacy with respect to Drugs. Ownership of the Drugs remains with Hospital throughout the term of the Agreement.
3. Policies and Procedures. The parties will develop procedures for ambulance squads to request that Drugs be restocked and for documenting the Drugs furnished by Hospital pursuant to such request. With respect to Drugs, the parties agree to adhere to the policy attached hereto as Exhibit 2, as the same may be amended from time to time by the parties. Squad agrees to use Drugs only as a part of its emergency medical response at the scene of an emergency or in transport to a hospital and will not resell them to any third party or use them for any other purpose. As part of the restocking process, Squad uses Hospital's Omni-Cell machine and agrees to pay a rental fee for use of the Omni-Cell.
4. Type and Quantity of Restocked Drugs. Hospital's obligation to restock Squad's ambulance(s) with Drugs shall be subject to Hospital having a sufficient quantity of such Drugs on hand and available to provide to Squad. Hospital reserves the right to provide Drugs of a

type and quantity normally maintained by Hospital, but not necessarily of the same brand provided by Squad to its transported patients.

5. Billing of Patients for Drugs. Squad shall have the sole right to bill patients and third party payors for any Drugs furnished by Squad during or incidental to transport and that are restocked by Hospital pursuant to this Agreement. Hospital agrees not to bill or collect from any patient or third party payor for any such Drugs. In the event that Hospital receives any payment for Drugs provided to patients during or incidental to transport to Hospital or otherwise, and that have been restocked by Hospital pursuant to this Agreement, Hospital shall promptly return such payment to the payor.

6. Payment for Drugs. Within thirty (30) days after the end of each month, Hospital shall provide Squad with a detailed invoice for all Drugs furnished by Hospital during the prior month. Squad shall pay Hospital within fifteen (15) days of the receipt of such bill.

a. Pricing for Drugs. Pricing for medications (including narcotics) shall be based on average wholesale price (AWP) for each medication.

b. Payment for Omni-Cell. Squad has agreed to pay a \$50.00 per month fee for use of Hospital's Omni-Cell machine in connection with this Agreement.

7. No Obligation to Refer. Nothing herein shall in any way be construed to require or induce either party to admit, refer or transfer patients to the other.

8. Insurance. Each party agrees to be self-insured or provide professional liability and general liability insurance for itself, its agents and employees. Each party shall be self-insured or maintain professional liability insurance in the minimum amount of one million USD (\$1,000,000) per occurrence and three million USD (\$3,000,000) aggregate. Each party shall also be self-insured or maintain comprehensive general liability insurance in the minimum amount of one million USD (\$1,000,000) per occurrence and three million USD (\$3,000,000) aggregate. Each party shall also be self-insured or maintain commercial workers' compensation insurance in the state of Iowa, with statutory limits.

Both parties agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other party.

Upon request, the parties agree to furnish the other with appropriate certificates of insurance or financial documentation evidencing sufficient and adequate self-insurance, subject to the other party's review and approval in its sole discretion.

9. Term of the Agreement. The term of this Agreement shall be for three (3) years commencing on the Effective Date.

10. Termination of the Agreement.

a. Termination without Cause. Either party may terminate this Agreement without cause upon not less than thirty (30) days' written notice to the other party. The parties may mutually agree to terminate the Agreement in writing at any time.

b. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event

that: (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party; (4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. Additionally, this Agreement will terminate automatically upon the occurrence of the conditions described in the Excluded Provider section set forth in this Agreement. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

- c. Inventory and Return of Drugs. In the event of termination, the parties shall conduct a joint inventory of all Drugs (including controlled substances), and the Drugs shall be returned to Hospital. A record of the inventory shall be maintained by Hospital as required by law.

11. Compliance with the MercyOne Code of Conduct. Squad recognizes that it is essential to the core values of Hospital that all persons and entities employed by or otherwise contracting with Hospital at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as amended from time to time. As of the effective date of this Agreement, the MercyOne Code of Conduct is available at the following website: <http://www.mercyone.org/integrity-compliance>. Squad acknowledges that it has electronically accessed, obtained, or otherwise received a copy of the Code of Conduct and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, Squad shall act in a manner consistent with, and shall at all times abide by, such Code of Conduct, to the extent it is applicable to Squad in the performance of the Agreement. In the event that Hospital determines in good faith that Squad has breached its obligations under this section, Hospital may, upon notice to Squad, immediately terminate the Agreement.

12. Ethical and Religious Directives. Hospital's conduct and dealings are subject to, and are to be performed in accordance with, the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop ("*Directives*"). The *Directives* are available at the following website: <http://www.usccb.org/>. To the extent applicable to the duties and obligations set forth in the Agreement, Squad agrees to take no action that will interfere with Hospital's obligation to conduct its activities in accordance with the *Directives* and, in the event that such obligation is placed at risk, Hospital may, at its option, terminate the Agreement immediately or work with Squad to eliminate the risk.

13. Compliance with Laws. Each of the parties represents that its performance under this Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by a party if it shall fail to comply with this representation. If such a breach is not cured in accordance with the Agreement, the non-breaching party may immediately terminate the Agreement without penalty and without limiting any other rights or remedies set forth in the Agreement. Specifically, but not by way of limitation, each of the parties represents that its performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable

standards of The Iowa Board of Pharmacy and the Iowa Department of Public Health, Bureau of Emergency Medical Services regulations concerning drugs used in emergency medical service programs; Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder; the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder, and updates to incorporate any changes to such statutes, rules, regulations, and applicable standards.

14. Confidentiality. The parties shall maintain the confidentiality of patient medical records and treatment in accordance with state and federal laws.

15. Nondiscrimination. In the performance of the Agreement, the parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status or any other legally-protected category of persons

16. Notice. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this section:

If to Hospital:

MercyOne Newton Medical Center
Attn: President
204 N. 4th Avenue E.
Newton, Iowa 50208

If to Squad:

City of Newton
Attn: Mayor
Address

17. Excluded Provider. Squad hereby represents and warrants that it, its principals and/or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded health care program, including Medicare and Medicaid. Squad hereby agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Squad is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Squad is in breach of this section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Squad shall indemnify, hold harmless and defend Hospital against all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this section by Squad, or due to the exclusion of Squad from a federally funded health care program, including Medicare or Medicaid.

18. Jeopardy. Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either party of any term, covenant, condition, or provision jeopardizes the licensure of Hospital or any of its affiliated entities', its participation in, or payment or reimbursement from, Medicare, Medicaid, or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital, any of Hospital's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option: (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, Hospital may, at its option, terminate the Agreement immediately.

19. Independent Contractor Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Squad agrees to comply with and assist Hospital in observing federal and state accreditation standards, including, if applicable, standards of The Joint Commission, the Iowa Board of Pharmacy, the Iowa Department of Health, The Iowa Department of Human Services, and/or Iowa Department of Inspection and Appeals.

20. Access to Records. If required by 42 U.S.C. §1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Squad shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Squad under this Agreement. If Squad carries out any of the duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

21. Governing Law. This Agreement shall be subject to, construed under, and governed by the laws of the State of Iowa and, to the extent applicable, the Internal Revenue Code and its regulations, and governmental reimbursement statutes and regulations. However, if applicable, Squad does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

22. Assignment. Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

23. Amendment. This Agreement may be amended at any time by mutual agreement of both parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties, and placed in an addendum to this Agreement.

24. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Iowa legislature, or by any regulation duly promulgated by officers of the United States or the State of Iowa acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

26. Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

27. Entire Agreement. This Agreement and any addendums hereto constitute the entire written agreement of the parties regarding the subject matter of this Agreement and supersedes any prior agreements of the parties, whether written or oral, regarding the subject matter of this Agreement.

28. Authority. By executing this Agreement, the undersigned individuals represent that they are duly authorized to make and enter into this Agreement and that this Agreement constitutes the valid and binding obligations of the parties and is enforceable in accordance with its terms.

MERCY MEDICAL CENTER-NEWTON,
d/b/a MercyOne Newton Medical Center

By: 
Laurie Conner, President

CITY OF NEWTON

By: 

Name/Title: Mayor - Michael L. Hansen

EXHIBIT 1

EMS Service (circle): Colfax, Kellogg, Monroe, Newton

Month: _____

ITEM	Strength		ABC#	Cost/Unit	Amount	Total Cost
Adenosine (Adenocard)	6mg/2ml	Pre-filled Syr.	324772			
Adenosine (Adenocard)	12mg/4ml	Pre-filled Syr.	285833			
Albuterol	2.5mg/3ml	Vial	326020			
Amiodarone	150mg/3ml	Vial	633375			
Aspirin	81mg/tab	Bottle (36)	394387			
Atropine Sulfate	1mg/10ml	Pre-filled Syr.	190381			
Dextrose 50%	25gm/50ml	Pre-filled Syr.	774604			
Diazepam	10mg/2ml	Pre-filled Syr.	535916			
Diphenhydramine (Benadryl)	50mg/1ml	Vial	248714			
Epi 1:10,000	1mg/10ml	Pre-filled Syr.	194220			
Epinephrine 1:1000	1mg/1ml	Vial	237578			
Etomidate	20mg/10ml	Vial	405629			
Fentanyl	100mcg/2ml	Vial	843065			
Glucagon	1mg (1 unit)	Pre-filled Syr.	393525			
Glucose Gel Tube	15 grams	Tube	173179			
Haldoperidol	5mg/1ml	Vial	406769			
Ipratropium	0.5mg/2.5ml	Vial	326013			
Ketamine	50mg/ml 10ml	Vial	050533			
Lidocaine 2%	100mg/5ml	Pre-filled Syr.	947358			
Lorazepam	1mg/ml 2ml	Vial	171126			
Midazolam	10mg/10ml	Vial	157863			
Midazolam	10mg/2ml(Intranasal)	Vial	157859			
Morphine	10mg/1ml	Pre-filled Syr.	185918			
Narcan (Naloxone)	2mg/2ml	Pre-filled Syr.	171761			
Nitro (Tabs)	0.4mg,	Tabs	546155			
Ondansetron (Zofran)	2mg/1ml	Pre-filled Syr.	248724			
Succinylcholine	20mg/ml	Vial	158576			
Omni-Cell Service Fee				\$50.00	1	50.00

EXHIBIT 2

Policy and Procedure for Squad Drug Restocking

Attach the policy relating to Squad Drug Restocking.

Exhibit 2

Policy and Procedure

POLICY:

Jasper County EMS Replenishment Agreement

PURPOSE:

To develop procedures for ambulance squads to request replenishment of pharmaceuticals.

PROCEDURE:

1. Definitions:

As used throughout this policy, the following term shall have the following meaning:

a. **Primary Program Site** means the current emergency medical services site that is contracted with MercyOne Newton Medical Center.

2. Identification:

a. EMS agency will keep a log of employees who have access to prescription drugs and records regarding procurement, storage, and administration of prescription drugs at the service program for two years and be available for inspection and copying by the Iowa Board of Pharmacy or its representative and/or the Bureau of Emergency and Trauma Services

b. This log shall include the employees' printed names and signatures, printed and signed initials or other unique identification used in service program records and the employees' level or certification.

c. The agency will update MercyOne Newton pharmacy with personnel changes in a timely manner.

3. Ownership of prescription drugs

a. This agreement is for a combination pharmacy-based and medical director-based agreement

b. Both the pharmacy and the medical director shall retain separate ownership of prescription drugs supplied and will comply with the rules in Chapter 11 "drugs in Emergency Medical Service Programs".

i. MercyOne Newton maintains ownership of the prescription drugs as the service operates as an extension of MercyOne Newton

ii. Ownership of the IV fluids remains with the Medical Director of the service.

iii. Records related to the ownership of prescription medications are kept with the pharmacy and available upon request

4. Policy Statement

- a. The service program shall, jointly with MercyOne Newton develop, implement, and adhere to this policy and procedure document for the operation and management of service program with respect to prescription drugs.
- b. The service agency shall maintain documentation of periodic reviews of these policies by the pharmacist in charge.
- c. The service agency shall maintain documentation of the provider training to the service pharmacy agreement policy.

5. Access to pharmaceuticals

- a. The service agency shall ensure that access is limited to appropriate providers and proper documentation is maintained.
- b. Individually identifiable key fobs will be assigned to each service agency.
- c. This fob will allow entrance into the room where the Automated Medication Dispensing System (AMDS) is located.
- d. Each individual member of the service that based on their scope of practice may have access to prescription drugs and that the service authorizes to have access, will be assigned a unique sign-on to the AMDS.
- e. The service shall at minimum, maintain their prescription drugs behind at least two locking systems

6. Authority to administer pharmaceuticals

- a. All medications given by service staff will follow written Jasper County EMS protocol or the approved process for administration of drugs beyond the limits of this written protocol.
- b. Service staff may administer only the prescription drugs within their current scope of practice as defined by the bureau of Emergency and trauma Services.

7. Order, receipt and distribution of prescription drugs

- a. The pharmacist in charge, or their appropriately licensed designee, shall order, receive, and distribute prescription drugs and devices.
- b. The pharmacy that provides controlled substances for service shall maintain records of receipt and disbursement that include the following:
 - i. Name of the substance
 - ii. Strength and dosage form of the substance
 - iii. Number of units or commercial containers acquired from other registrants including the date of receipt, name, address, and DEA registration number of the registrant from whom the substances were acquired

iv. The number of units distributed to other registrants, including the date of distribution and name, address and DEA registration number of the registrant to whom the substances were distributed.

v. The number of units disposed of in any other manner, including the date, manner of disposal, name, address, and DEA registration number of the registrant to whom the substances were distributed for disposal, if appropriate.

8. Protocols for administration of pharmaceuticals

- a. Every service program shall utilize Jasper County EMS protocols as the standard of care.
- b. Prescription drugs shall be administered to patients pursuant only to a written Jasper County EMS protocol or oral order by an authorized prescriber.
- c. The service medical director may make changes in the Jasper County EMS protocols provided the changes are within the EMS provider's scope of practice and within acceptable medical practice. The protocol then goes to the Jasper County Physician Advisory Board.
- d. Records of current protocols shall be maintained by the service director
- e. The Physician Advisory Board shall approve patient care protocols for all prescription drugs carried by the service.
- f. The service shall ensure that the pharmacist in charge received the patient care protocols when state or local updates are approved by the Physician Advisory Board.
- g. The pharmacist in charge and service director shall ensure that the prescription drugs carried by the service match the drug list in the approved patient care protocol.

9. Administration of drugs outside the parameters of written protocols

- a. Drugs, EXCLUDING SCHEDULED II CONTROLLED SUBSTANCES, may be administered beyond the limits of the Jasper County EMS protocols provided that online or verbal medical direction from an authorized prescriber has been obtained prior to administration.
- b. Verbal orders for prescription drugs not covered in the initial patient care protocol shall be repeated back to the physician or designee for verification.
- c. Prescription drugs administered outside of the parameters of the approved patient care protocol shall be documented in the patient care report to include:
 - i. Date and incident number of the call
 - ii. First name, last name, and location for any person that may have relayed that order.
 - iii. Reason for administration outside of protocol
 - iv. Patient response to the medication including at least two sets of vital signs post medication administration.

- v. Patient care reports that include prescription drugs administered outside the parameter of the approved patient care protocols are subject to an immediate written audit of the patient care report per the Jasper County EMS Alliance Continuous Quality Improvement Policy.

10. Administration of Scheduled II controlled substances

- a. Scheduled II controlled substances may be administered to patients under the care of a service program provided that:
 - i. a signed order is delivered by the authorized prescriber to the pharmacy within seven days of the date administration was authorized or
 - ii. administration is logged into the NarcBox application and electronically signed by the authorized prescriber within seven days of the date administration was authorized.

11. Controlled substances records

- a. Every inventory or other record required to be maintained under the Iowa Board of Pharmacy Chapter 657-Chapter 10, or Iowa Code Chapter 124 shall be maintained at the primary program site and by the pharmacy.
- b. All required records shall be available for inspection and copying by the Iowa Board of Pharmacy or its representative for at least two years from the date of such record.
- c. Controlled substances records shall be maintained in a readily retrievable manner.
- d. Receipt and disbursement records shall be maintained by the pharmacy and include the following:
 - i. The name of the substance
 - ii. The strength and dosage form of the substance
 - iii. The number of units acquired from other registrants including the date of receipt and the name, address and DEA registration number of the registrant from whom the substances were acquired.
 - iv. The number of units distributed to other registrants, including the date of distribution and the name, address and DEA registration number of the registrant to whom the substances were distributed
 - v. The number of units disposed of in any other manner, including the date, manner of disposal and the name, address, and DEA registration number of the registrant to whom the substances were distributed for disposal, if appropriate.

12. Patient care reports

- a. Patient care reports shall be maintained at the primary program site and available upon request of any state agency or the pharmacy.
- b. All medications are given per protocol and documented in the patient record.

13. Prescription drugs in EMS programs

- a. Prescription drugs maintained by a service program shall be owned by MercyOne Newton pharmacy, which is an Iowa-licensed pharmacy.
- b. The pharmacist in charge, the medical director, and the service director shall jointly develop a list of drugs to be maintained for administration by the service program.
- c. The pharmacy shall maintain an accurate list of all prescription drugs including controlled substances for primary program site and at any program substation.

14. Replenishment using an automated medication distribution system (AMDS)

- a. A pharmacy utilizing a decentralized automated medication distribution system may authorize replenishment of the service programs drug supplies from the AMDS provided that a pharmacist verifies the drugs stocked in the AMDS component before the drugs are removed from the pharmacy.
- b. Service program personnel authorized to remove drugs from the AMDS for restocking of the service program's supplies shall be assigned a unique identification and access code for the purpose of accessing the AMDS.
- c. Access by authorized service program personnel shall be restricted to specific drugs authorized for use by the service program.
- d. A pharmacist shall verify within 72 hours the access of and removal of drugs from AMDS by service program personnel and shall maintain documentation of that verification with the pharmacy records.

15. Ordering, receipt and distribution of pharmaceuticals

- a. The pharmacist in charge or their designee shall order, receive and distribute prescription drugs.
- b. Records related to the receiving and distribution of prescription drugs will be kept in the pharmacy and available upon request.

16. Inspection of the primary program site, program substations and drug supplies

- a. The pharmacist in charge shall ensure the completion of a monthly inspection of all prescription drugs maintained by the pharmacy at the program site. Documentation of the inspection is due to the pharmacist in charge by the 10th of the month following the month of inspection. For example, January's inspection is due by February 10th.
- b. MercyOne Newton Medical Center delegates this monthly inspection to the service director.
- c. The service shall maintain records of monthly inspection of all prescription drugs for at least two years.
- d. These monthly inspection reports shall be submitted to the pharmacist in charge and maintained in the pharmacy for a least two year.

- e. All service staff members are authorized to perform and document monthly inspection of security and temperature.
- f. The inspection shall include removal of outdated or adulterated drugs that are quarantined for disposal.
- g. All drugs removed from administration stock shall be returned to the pharmacy within two business days.

17. Inventories of controlled substances

- a. A perpetual inventory (electronic or paper) of Scheduled II controlled substances shall be maintained at the services.
- b. All records relating to the perpetual inventory shall be maintained at the primary program site and shall be available for inspection and copying by the Iowa Board of Pharmacy or its representative for a period of two years from the date of the record.
- c. If using an electronic inventory, the service shall be able to provide a hard-copy print out for any specified period of time and shall include the current inventory quantities for each drug at the time the record is printed.
- d. Any electronic entry may not be altered in any way once recorded. Adjustments or corrections require a separate entry that include the identity of the person making the correction and the reason for the correction.
- e. The perpetual inventory shall identify all receipts and disbursements of the Schedule II controlled substances by name or National Drug Code.
- f. The perpetual inventory shall include patient administration, wastage, return to the pharmacy and disposal.
- g. The record of receipt shall identify the source of the drug, the strength and dosage form, the quantity, the date and name or the unique identification of the individual verifying receipt of the drug.
- h. The record of disbursement shall identify where and to whom the drug is disbursed or administered, the strength and dosage form, the quantity, the date and the name or the unique identification of the individual verifying receipt of the drug.
- i. The pharmacist in charge or designee shall be responsible for reconciling the physical inventory of all Scheduled II controlled substances with the perpetual inventory balance on a periodic basis but no less frequently than monthly.
- j. Physical inventory of all Scheduled II controlled substances with the service shall be reconciled with the perpetual inventory by the service at least monthly.
- k. Any discrepancy should be reported to the pharmacist in charge.
- l. All controlled substance records shall be maintained at the service primary site.

18. Wastage resulting from the administration of a partial dose or supply of a drug

- a. EMS personnel, a member of the Physician Advisory Board, Registered Nurse, Physician, or a pharmacist may destroy or dispose of the unused portion of a controlled substance resulting from partial administration to a patient.
- b. Wastage shall be conducted in the presence of an EMS provider authorized to administer the drug, profession or technical pharmacy staff, or a licensed health care professional.
- c. Written or electronic records of controlled substance wastage shall be maintained by the service and pharmacy for a minimum of two years.
- d. The record shall include legibly printed names and the signatures or other unique identification of the qualified witness and of the individual wasting the controlled substance and:
 - i. The controlled substance wasted
 - ii. The date of destruction or disposition
 - iii. the quantity or estimated quantity of the wanted controlled substance
 - iv. the source of the controlled substance, including identification of the patient to whom the partial dose was administered.

19. Drug returns

- a. Drugs that have been removed from administration stock shall be returned to the pharmacy within two business days.
- b. Drugs returned from the service program to the base pharmacy may be used by the pharmacy for subsequent dispensing or administration provided the drugs are not outdated or adulterated.
- c. Records of the return of prescription drugs shall be maintained by the pharmacist in charge.
- d. Prescription drugs shall be returned using the automated medication dispensing system using screen prompts for return of medication. The comment section shall be used to explain the reason for the return (expired, recalled, etc.).

20. Out-of-date and adulterated drugs

- a. Any drug bearing an expiration date shall not be administered beyond the expiration date of the drug.
- b. Outdated, adulterated or unwanted supply shall be quarantined until the controlled substance can be returned to the pharmacy. EMS personnel shall NOT destroy controlled substances, except during wastage.
- c. the service should make every effort to exchange medications before they expire.
- d. Out of date and adulterated drugs should be handled as if staff were returning the drug. The comment section shall be used to explain the reason for the return as out of date or adulterated.

- e. Outdated drugs are the property of the pharmacist in charge and shall be disposed of appropriately.

21. Drug Recalls

- a. The pharmacist in charge of their designee will alert the service should any drug be recalled.
- b. The pharmacy recall system shall include action appropriate to the direction or requirements of the recall.
- c. Once notified, the service should follow the instruction given by the pharmacy.

22. Storage

- a. Prescription drugs at primary program sites shall be stored in designated secure areas that are clean and free of debris, where the temperature and humidity are appropriately controlled, and in a manner to protect identity and integrity.

i. Temperature

- 1. All drugs shall be stored at the proper temperature. Drugs that are subjected to extreme temperatures shall not be administered to patients and shall be immediately removed from usable stock. Extreme temperatures shall be defined as excessive heat greater than 104 degrees Fahrenheit. Excessive cold is defined as 13 degrees Fahrenheit.
- 2. Services will not stock pile drugs that are pharmacy owned in their stations.
- 3. All drugs will be secured in the service ambulance.
- 4. Disposal of unusable drugs shall be in accordance with section 26 of this policy, "outdated, adulterated or unwanted supply."

23. Security

- a. The security of prescription drugs is the responsibility of the responsible individual.
 - i. Control against theft, diversion or unauthorized access to prescription drugs is maximized through access controls and audits. See section 5 for further discussion of access.

24. Controlled substance annual inventory

- a. An accurate inventory shall be taken annually of all controlled substances maintained at the primary program site and substations.
- b. Controlled substances shall be included in the pharmacy's annual controlled substance inventory.
- c. Records of the inventory shall be maintained.

25. Destruction or disposal of controlled substances

- a. Disposal or destruction of controlled substances shall be performed according to relevant rules and standards.

b. Records shall be maintained at the primary program site and at the pharmacy.

26. Out dated adulterated or unwanted supply

a. EMS personnel shall not destroy any controlled substances.

b. Any drug that requires disposal or destruction shall be removed from administration stock and quarantined until the drug can be returned to the pharmacy within two business days.

c. the pharmacy shall dispose of or destroy controlled substances according to the following process:

i. The pharmacist in charge shall utilize the services of a DEA registered and Iowa licensed disposal firm.

ii. Or utilize such other means determined and approved by the Iowa Board of Pharmacy.

27. Report of loss or theft of controlled substance

a. Upon suspicion of any loss or theft of a controlled substance, the service director shall immediately notify the pharmacist in charge.

b. The pharmacist in charge will notify the DEA.

c. The pharmacist in charge will report in writing, on forms provided by the Iowa Board of Pharmacy any theft or significant loss of any controlled substance.

d. The report shall be submitted to the Iowa Board of Pharmacy within two weeks of the discovery or the theft/loss.

e. A copy of the report shall be maintained at the primary program site and at the pharmacy.

AMENDMENT NO. 1 TO AMBULANCE/EMS RESTOCKING AGREEMENT

This Amendment No. 1 to Ambulance/EMS Restocking Agreement ("Amendment No. 1") is entered into effective as of May 18, 2024 ("Effective Date") between MercyOne Medical Center-Newton d/b/a MercyOne Newton Medical Center, an Iowa nonprofit corporation ("Hospital"), and the City of Newton, Iowa, through its ambulance unit(s) ("Squad").

- A. The parties entered into an Ambulance/EMS Restocking Agreement effective on May 18, 2021 ("Agreement").
- B. The parties now wish to amend the Agreement to extend its term.

NOW, THEREFORE, the parties agree as follows:

- 1. The parties wish to amend the Term of the Agreement by extending it for an additional three (3) years, up to and including May 17, 2027.
- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

MERCY MEDICAL CENTER-NEWTON,
d/b/a MercyOne Newton Medical Center

CITY OF NEWTON

By: Chad M. Kelley, COO
Chad Kelley, Chief Operating Officer

By: _____

Name/Title: _____

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving the same, for a public hearing on plans, specifications, form of contract, and estimate of costs for the W 8th St N Bridge Approach Replacement Project.

Summary:

Accept plans and order bids for the W 8th St N Bridge Approach Replacement Project

Financial Impact:

\$188,110.00 from Road Use Tax Revenue Bonds

Report Number: 2024-408**Date:**

May 6, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The W 8th St N bridge approach spanning the Iowa Interstate Railroad was constructed in 1981. While the bridge is still in good condition, the concrete approaches have begun to fail and need to be replaced.

Bolton & Menk Engineering has prepared plans and specifications that are ready for bidding. The project will include reconstructing the north and south bridge approaches, the adjacent sidewalk, and the installation of subdrains.

The project's bid opening will occur on June 6th, 2024, and the public hearing to award the work will take place at the regularly scheduled council meeting on June 17th, 2024. The engineer's construction cost estimate is \$188,110.00, to be paid from Road Use Tax Revenue Bonds.

Recommendation:

Approval to accept the plans, set dates, and obtain bids for the W 8th St N Bridge Approach Replacement Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, ORDERING CLERK TO PUBLISH NOTICE, FIXING A DATE FOR RECEIVING SAME, FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE W 8TH ST N BRIDGE APPROACH REPLACEMENT PROJECT

WHEREAS, the W 8th St N bridge approach spanning the Iowa Interstate Railroad was constructed in 1981. While the bridge is still in good condition, the concrete approaches have begun to fail and need to be replaced; and

WHEREAS, construction plans and specifications have been prepared by Bolton & Menk Engineering and are ready to be placed out for bid; and

WHEREAS, the project will include reconstructing the north and south bridge approaches, the adjacent sidewalk, and the installation of subdrains; and

WHEREAS, the total cost estimate is \$188,110.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the W 8th St N Bridge Approach Replacement Project in the City of Newton, Iowa, is hereby ordered to be advertised for bids for construction; and the project to be paid from Road Use Tax Revenue Bond Funds; and

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by Bolton & Menk Engineering for the construction of the W 8th St N Bridge Approach Replacement Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Public Works Director at 10:00 AM on the 6th day of June 2024. There the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 17th day of June 2024, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of May, 2024

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 32.50
Acushnet Company	Golf	Merchandise	\$ 4,759.90
Adams Door Company	Fire	Service	\$ 718.95
Ag-Grow Plus Lawn Care	Airport	Service	\$ 177.00
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 3,700.64
Airgas USA LLC	Fire	Supplies	\$ 415.89
Alliant Energy/IPL	All	Utilities	\$ 25,424.27
Amazon Capital Services	All	Supplies	\$ 3,045.98
American Business Phones	Administration	Service	\$ 100.00
Amerigroup Iowa Inc	Fire	Refund	\$ 0.26
Anchor Industries Inc	Parks	Supplies	\$ 1,182.00
Arrowhead Forensics	Police	Supplies	\$ 131.78
Baker & Taylor	Library	Books	\$ 3,689.36
Baker & Taylor Entertainment	Library	DVDs	\$ 81.16
Baker Group	City Center	Service	\$ 614.50
Beck's	Community Beautification	Supplies	\$ 796.96
Bituminous Materials & Supply	Street	Supplies	\$ 1,256.82
Black Hills Energy	Water Pollution Control	Utilities	\$ 3,758.67
Bolton & Menk Inc	All	Service	\$ 14,474.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,886.26
Brammer, Rick	Library	Supplies	\$ 90.52
Brick Gentry P.C.	Legal Services	Service	\$ 20,197.00
Brown Investigations & Engineering Cons	Street Lighting	Service	\$ 2,060.00
Capital One	All	Supplies	\$ 1,544.17
Carl's Window Service	Library	Maintenance	\$ 990.00
Carolina Software	Landfill	Service	\$ 500.00
Cavin, Connie	Utility Billing	Refund	\$ 73.35
CCP Industries	Water Pollution Control	Supplies	\$ 296.30
Center Point Large Print	Library	Books	\$ 123.28
CentiMark Corporation	Water Treatment Plant	Services	\$ 2,427.48
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 1,182.00
Chem-Sult Inc	Water Treatment Plant	Supplies	\$ 1,375.00
Cintas	All	Service	\$ 924.31
Continental Research	City Garage	Supplies	\$ 339.51
Convergint Technologies LLC	Utility Billing	Services	\$ 596.18
Costa Oil Newton	Fire	Service	\$ 69.16
Dannen, Ryan	D&D	Services	\$ 1,205.00
Dell Marketing L.P.	Police	Supplies	\$ 602.00
Demco Inc	Library	Supplies	\$ 379.28
Dept of Inspections & Appeals	Maytag Pool	License	\$ 150.00
Des Moines Stamp Mfg	Finance	Supply	\$ 30.50
Digium Cloud Services LLC	Landfill/Water Distribution	Service	\$ 547.32
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 69,316.98
Electric Pump	Water Pollution Control	Supplies	\$ 4,555.08
EMS MC Inc	Fire	Service	\$ 3,362.60
Fastenal	Parks/Streets	Supplies	\$ 346.62
FBG Service Corporation	Library	Supplies	\$ 1,784.64
Fin Folk Invoice	Water Treatment Plant	Services	\$ 31,949.00
Forbes Office Solutions	All	Supplies	\$ 565.22
Forck, Matt	Water Pollution Control	Reimburse	\$ 50.00
FOX Strand	Water Treatment Plant/RESO 2020-267/RESO 2020-268	Services	\$ 17,048.75
Gale Group	Library	Database	\$ 1,259.49
Galls LLC	Police	Supplies	\$ 403.41
Garcia, Jose	Police	Reimburesement	\$ 186.52

Gates, Tanner Hathaway & Madalyn	Utility Billing	Refund	\$ 88.21
Gilbert Lawn Care and Snow Removal LLC	Library	Maintenance	\$ 4,122.00
Golbek, Rosita	Fire	Reimbursement	\$ 20.75
Grainger Inc	Water Treatment Plant	Supplies	\$ 110.92
Gregg Young Auto Center	Police	Service	\$ 1,385.36
Gronewold Bell Kyhn & Co PC	Finance	Service	\$ 6,900.00
Hach Co	Water Treatment Plant	Supplies	\$ 1,294.36
Hawkins Water Treatment	Water Pollution Control/Water Treatment Plant	Supplies	\$ 13,659.26
Henderson Products Inc	Snow Removal	Supplies	\$ 1,069.91
Henderson, Andrea	Utility Billing	Refund	\$ 33.08
Hometown Press	Library	Periodicals	\$ 30.00
Hop-A-Lot Rentals	Parks	Service	\$ 442.50
Hy-Vee Inc	Police	Supplies	\$ 37.77
IAFC	Fire	Service	\$ 240.00
IMWCA	ALL	Service	\$ 8,190.73
Ingram Library Services	Library	Books	\$ 22.98
International Institute of Muni Clerks	Executive	Service	\$ 185.00
Iowa Association of Municipal Utilities	Water Treatment Plant	Services	\$ 346.00
Iowa Communities Assurance Pool	Water Pollution Control	Service	\$ 570.23
Iowa Department of Transportation	Traffic Control/Street	Supplies	\$ 3,845.00
Iowa Dept of Natural Resources	2021 Sewer Revenue Bonds/RESO 2022-285	Services	\$ 5,088.75
Iowa Fire Chiefs Association	Fire	Service	\$ 50.00
Iowa Fire Marshals Association	Fire	Service	\$ 100.00
Iowa Golf Association	Golf	Merchandise	\$ 175.00
Iowa Haz Mat Task Force	Fire	Service	\$ 100.00
Iowa League of Cities	Executive	Training	\$ 80.00
Iowa One Call	Engineering	Service	\$ 298.90
Iowa Park & Recreation Association	Parks	Conference	\$ 275.00
Iowa Pump Works	Water Pollution Control	Supplies	\$ 4,335.60
Iowa State University Registration	Administration/Finance	Training	\$ 896.00
Jasper Construction Services	Water Distribution	Supplies	\$ 148.08
Jasper County Clerk of Court	D&D	Services	\$ 44.81
Jasper County Recorder	Water Pollution Control	Services	\$ 22.00
Jensen Ford Lincoln	Police	Service	\$ 63.15
Jet Drain Services LLC	Water Pollution Control/RESO 2023-230	Services	\$ 9,371.75
JETCO Inc	Water Pollution Control/Water Treatment Plant	Service	\$ 2,410.00
Johnson Aviation	Airport	Service	\$ 3,515.11
Kellogg Lawn & Snow	Water Treatment Plant	Supplies	\$ 75.09
Keltek Incorporated	Fire	Service	\$ 123.31
Key Cooperative	Water Pollution Control	Service	\$ 2,266.79
King, Charles	Utility Billing	Refund	\$ 73.35
Kirkham Michael	Airport/RESO 2024-052	Service	\$ 9,288.34
Krivachek Janitorial Supply	Water Pollution Control	Supplies	\$ 390.00
Lamp Rynearson & Assoc	Airport	Services	\$ 2,000.00
Lawson, Mary Beth	Utility Billing	Refund	\$ 10.43
Liberty Tire Services LLC	Landfill	Supplies	\$ 160.00
Logan Contractors Supply	All	Supplies	\$ 485.38
Lyman, Rick	D&D	Services	\$ 2,859.69
Magnum Automotive	Fire/Police	Service	\$ 377.02
Mahaska Bottling Co	Golf	Concessions	\$ 970.40
Manatts - D.M.	Street	Supplies	\$ 3,305.60
Manatts Inc	Water Distribution	Supplies	\$ 1,059.40
Martin Marietta Materials	Street/Snow Renewal	Supplies	\$ 4,577.52
McAninch Corporation	Fairmeadows North TIF	Service	\$ 423,871.24
Menards - Marshalltown	All	Supplies	\$ 909.13
Mercy College of Health Sciences	Fire	Service	\$ 150.00
MercyOne Occupational Health Clinic	Police	Service	\$ 967.00
Metering and Technology Solutions	Water Distribution/RESO 2024-014	Supplies	\$ 16,502.90
Microbac Laboratories Inc	Water Distribution	Services	\$ 389.75
Midwest Critical Power LLC	Water Pollution Control	Supplies	\$ 279.50
Minturn Inc	Parks/RESO 2023-243	Supplies	\$ 43,823.50

Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 28,661.24
Mow Pow'r	Water Distribution	Supplies	\$ 35.85
MTI Distributing Inc	Parks	Supplies	\$ 642.88
Municipal Collections of America Inc	Police	Service	\$ 26.70
Municipal Supply Inc	Water Treatment Plant/RESO 2024-014	Supplies	\$ 80,048.22
NAPA Auto Parts	All	Supplies	\$ 2,284.02
News Printing Company	All	Service	\$ 2,673.20
Newton Clinic	Police/Fire	Service	\$ 230.37
Niemann Ace Hardware 650	All	Supplies	\$ 444.29
O'Reilly Auto Parts	Water Treatment Plant/Police	Supplies	\$ 38.46
Parkview Animal Hospital	Police	Service	\$ 168.00
Peter, Phyllis	Library	Mileage	\$ 211.05
Phelps Uniform Specialists	All	Service	\$ 253.00
Pitney Bowes	Planning & Zoning	Supplies	\$ 198.15
Preferred Pest Control Inc	Library	Service	\$ 382.20
Premier Office Equipment	Finance	Service	\$ 75.38
Proquest	Library	Databases	\$ 1,503.63
Pye-Barker Fire & Safety LLC	Street	Supplies	\$ 208.65
Quill Corporation	All	Supplies	\$ 51.37
Ray, Randy	D&D	Services	\$ 540.00
Reeves Heating & Cooling	City Center	Service	\$ 1,588.35
Regal Clean LLC	City Center	Supplies	\$ 3,295.24
Reilly Construction Co	Street/RESO 2022-185	Service	\$ 314,419.20
Reliant Fire Apparatus Inc	Fire	Service	\$ 9,239.06
Reserve Account-Pitney Bowes	Library	Postage	\$ 1,000.00
Reynolds, Chandler	Police	Reimbursement	\$ 415.51
Rivershore Reading Store	Library	Supplies	\$ 36.00
Ryan's Tire & Auto	Parks/City Garage	Supplies	\$ 1,854.26
Sande Construction and Supply	Maytag Pool	Service	\$ 128,811.44
Sandry Fire Supply LLC	Fire	Supplies	\$ 1,305.50
Schwarz, Shane	Water Pollution Control	Reimburse	\$ 50.00
Shinkle, Andrew	Police	Reimbursement	\$ 609.60
Sign Pro	Police	Supplies	\$ 2,335.00
Smith, Kayla	Utility Billing	Refund	\$ 26.70
Snethen, Cameron	Utility Billing	Refund	\$ 37.71
Sons of Liberty Gun Works	Police	Supplies	\$ 1,082.00
Spahn & Rose Lumber Co	Landfill/Water Pollution Control	Supplies	\$ 101.38
Springer Professional Home Services	City Center/Library	Service	\$ 187.00
State Hygienic Laboratories	Water Treatment Plant	Services	\$ 21.00
Stravers, Shannon	Utility Billing	Refund	\$ 48.50
Streichers	Police	Supplies	\$ 459.00
Sullivan Auto Body	Tort Liability	Service	\$ 1,265.74
Swanson, Kelsey	Utility Billing	Refund	\$ 22.85
T Mobile	Police	Service	\$ 387.00
Teleflex LLC	Fire	Supplies	\$ 562.50
Terminal Supply Company	City Garage	Supplies	\$ 250.45
Terracon Consultants Inc	North Central TIF	Service	\$ 837.50
The Scale Guys LLC	Landfill	Service	\$ 550.00
Theisen's	All	Supplies	\$ 1,349.29
Thompson, Scott & Elizabeth	Private Incentives/RESO 2021-208	Incentive	\$ 10,000.00
TK Elevator	City Center	Service	\$ 211.89
Town & Country Sanitary Services	Water Treatment Plant	Services	\$ 380.00
Town & Country Wholesale Co	Golf	Concessions	\$ 354.70
Truck Equipment	Street Cleaning	Supplies	\$ 861.76
True Value Hardware	Fire	Supplies	\$ 5.58
Two Rivers Cooperative	All	Supplies	\$ 5,991.63
Unified Contracting Services Inc	Airport	Service	\$ 655.50
USABlueBook	Water Pollution Control	Supplies	\$ 1,390.27
Van Maanen Electric Inc	Water Treatment Plant/Street Lighting	Supplies	\$ 1,649.04
Van Wall Equipment	Parks	Supplies	\$ 147.76
Vanveen, Ken	Utility Billing	Refund	\$ 18.35

Warnick Mechanical	Parks	Service	\$ 1,388.46
Waste Solutions of Iowa	Parks	Service	\$ 604.00
Wells Fargo Financial Leasing Inc	Utility Billing	Services	\$ 206.38
Wex Bank	Water Treatment Plant/Water Distribution	Supplies	\$ 1,341.36
White Cap L P	Water Distribution	Supplies	\$ 481.50
Windstream Communications LLC	Water Treatment Plant/City Center	Services	\$ 190.17
Xerox Corporation	Water Treatment Plant	Services	\$ 30.20
Yaw, Logan Kelly & Amanda	Utility Billing	Refund	\$ 73.35
Total:			\$ 1,435,963.71

Pre-Authorized Payments

Black Hills Energy	Parks	Utility	\$ 554.49
Black Hills Energy	All	Utility	\$ 2,931.43
Doll Distributiing LLC	Golf	Concessions	\$ 852.90
Goldfinch Growth	North Central TIF/RESO 2024-125	Rebate	\$ 2,459.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 828.00
Mediacom	Admin	Service	\$ 336.90
Newton Senior Residence	North Central TIF/RESO 2024-124	Rebate	\$ 25,000.00
Stryker Sales LLC	Fire/RESO 2024-119	Supply	\$ 17,833.37
United States Cellular	Fire/Parks/Public Works Admin	Service	\$ 242.36
Van Maanen Electric Inc.	East Mart TIF/RESO 2024-113	Rebate	\$ 69,014.00
Verizon Wireless	Disaster Services	Service	\$ 35.01
Warnick Mechanical	Fairmeadows TIF/RESO 2023-325	Service	\$ 5,246.25
Winstream	ALL	Utility	\$ 635.25
Total:			\$ 125,968.96

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,500.00
Bank Iowa	All	Insurance	\$ 4,050.00
Kabel	All	Insurance	\$ 50.00
Self Funded Insurance	All	Insurance	\$ 62,759.76
Payroll 3-01-24	All	Payroll	\$ 455,884.74
Payroll 3-15-24	All	Payroll	\$ 457,635.26
Payroll 3-28-24	All	Payroll	\$ 448,623.34
Mutual of Omaha	All	Insurance	\$ 4,847.32
Great Southern Bank	Golf	Fees	\$ 878.00
Met Life Dental	All	Insurance	\$ 10,633.23
State of Iowa	General	Sales Tax	\$ 4,860.82
Lambs Grove	Utility Billing	Fees	\$ 2,439.69
Wet Tax	Utility Billing	Tax	\$ 8,949.84
Returned ACH	Utility Billing	Charges	\$ 585.94
GILA - Fees	Utility Billing	Fees	\$ 325.18
Total:			\$ 1,476,023.12

City of Newton Council Report

**Item:**

Public Hearing on Resolution Approving the Second Budget Amendment for Fiscal Year 2023-2024

Summary:

Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs, so adjustments are made to reflect changes that have occurred throughout the fiscal year

Financial Impact:

No new financial impact as proposed amendments reflect City Council actions during past fiscal year and actual expenditures to date

Report Number: 2024-436

Date:

May 6, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

At the April 15, 2024 City Council meeting, the Council designated May 6, 2024 as the public hearing date to consider the second 2023-24 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, April 26, 2024. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to the end of the fiscal year.

The attached budget amendment adjusts the current year 2023-24 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2024. Amended line items include additional revenues and expenses related to the Union Drive Paving project, RUT Equipment, donation expenditures by Library, 2023 bond payments, 2024 bonding expenses, Tort Liability repairs, ARPA expenditures and various other capital projects.

The detailed account numbers for the amendments for each program are found in the pages following the attached Resolution. The amendments do not impact the current property tax levy.

Recommendation:

It is recommended the City Council adopt the attached Resolution approving the second 2023-24 budget amendment for the City of Newton.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE SECOND BUDGET AMENDMENT FOR
FISCAL YEAR 2023-24**

WHEREAS, Iowa Code requires that the City not exceed the budgeted expenditures for each of nine programs and allows cites to amend local budgets to accommodate this requirement; and

WHEREAS, a budget amendment for FY24 has been prepared to conform to the Iowa Code requirement to not exceed a budgeted amount in each of the State’s nine programs and was published in the Newton Daily News on April 26, 2024 in accordance with State requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the second amendment to the City of Newton’s 2023-24 Budget is hereby approved.

PASSED this 6th day of May, 2024

APPROVED this _____ day of May, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of NEWTON				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of NEWTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 5/6/2024 06:00 PM		Contact: Lisa Frasier		Phone: (641) 792-2787
Meeting Location: City Council Chambers				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	9,178,782	0	9,178,782
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	9,178,782	0	9,178,782
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,908,123	0	2,908,123
Other City Taxes	6	2,489,764	0	2,489,764
Licenses & Permits	7	274,775	0	274,775
Use of Money & Property	8	272,420	0	272,420
Intergovernmental	9	3,175,996	0	3,175,996
Charges for Service	10	12,130,125	0	12,130,125
Special Assessments	11	18,500	0	18,500
Miscellaneous	12	2,562,555	0	2,562,555
Other Financing Sources	13	9,230,400	2,000,000	11,230,400
Transfers In	14	4,348,272	0	4,348,272
Total Revenues & Other Sources	15	46,589,712	2,000,000	48,589,712
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	8,434,206	0	8,434,206
Public Works	17	3,692,175	525,000	4,217,175
Health and Social Services	18	0	0	0
Culture and Recreation	19	3,026,780	30,000	3,056,780
Community and Economic Development	20	1,490,986	0	1,490,986
General Government	21	3,126,263	150,000	3,276,263
Debt Service	22	4,404,948	297,000	4,701,948
Capital Projects	23	9,475,997	5,215,000	14,690,997
Total Government Activities Expenditures	24	33,651,355	6,217,000	39,868,355
Business Type/Enterprise	25	18,710,582	750,000	19,460,582
Total Gov Activities & Business Expenditures	26	52,361,937	6,967,000	59,328,937
Transfers Out	27	4,348,272	0	4,348,272
Total Expenditures/Transfers Out	28	56,710,209	6,967,000	63,677,209
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-10,120,497	-4,967,000	-15,087,497
Beginning Fund Balance July 1, 2023	30	30,974,510	0	30,974,510
Ending Fund Balance June 30, 2024	31	20,854,013	-4,967,000	15,887,013
Explanation of Changes: Revenues - State Grant Union Drive Expenses - Union Drive Paving, Public Works Equipment purchase, Library Donations, Parks Equipment Repair, Tort Claims, Debt Service Bonding fees and interest payments, Capital Projects - ARPA Police Vehicles, Police and Fire Equipment, W 4th St S Street Reconstruction, Airport Taxiway Relocation, Water Department - Jordan Well, Storm Water W 4th St S Reconstruction				

2023-2024 City of Newton 2nd Budget Amendment May 6, 2024 Revenues

Other Financing Sources

		Budget	Amendment	Adjusted Budget
308-2010-3-44400	State Grant - Union Drive	\$ -	\$ 2,000,000	\$ 2,000,000
Grand Total all Revenue Amendments May 6, 2024		\$	2,000,000	

2023-24 City of Newton 2nd Budget Amendment May 6, 2024 Expenditures

Program 2 Public Works Budget Amendments

	Public Works	Budget	Amendment	Adjusted Budget
110-2010-67624	Union Drive Paving	\$ -	\$ 75,000	\$ 75,000
110-2010-67270	Other Capital Equipment	\$ 335,000	\$ 250,000	\$ 585,000
110-2011-67624	Union Drive Paving	\$ -	\$ 200,000	\$ 200,000
TOTAL Program 2:		\$ 335,000	\$ 525,000	

Program 4 Culture & Recreation Budget Amendments

	Library	Budget	Amendment	Adjusted Budget
001-4010-65150	Donation Expenditures	\$ 1,000	\$ 15,000	\$ 16,000
	Park	Budget	Amendment	Adjusted Budget
001-4030-63500	Operational Equipment Repair	\$ 16,000	\$ 15,000	\$ 31,000
TOTAL Program 4:		\$ 17,000	\$ 30,000	

Program 6 General Government Budget Amendments

	Tort Liability	Budget	Amendment	Adjusted Budget
012-6060-64060	Damages/Tort Claims	\$ 65,000	\$ 150,000	\$ 215,000
TOTAL Program 6:		\$ 65,000	\$ 150,000	

Program 7 Debt Service Budget Amendments

	Debt Service	Budget	Amendment	Adjusted Budget
200-7010-64390	Bonding & Refinancing Expenses	\$ 80,000	\$ 80,000	\$ 160,000
200-7010-68537	2023A Interest	\$ -	\$ 145,000	\$ 145,000
200-5150-68537	2023A Interest	\$ -	\$ 72,000	\$ 72,000
TOTAL Program 7:		\$ 80,000	\$ 297,000	

Program 8 Capital Projects Expenditures Budget Amendments

	Capital Project Fund	Budget	Amendment	Adjusted Budget
300-1010-67100	ARPA Police Vehicles	\$ -	\$ 60,000	\$ 60,000
300-1010-67270	ARPA Police Equipment	\$ -	\$ 30,000	\$ 30,000
300-1050-67270	ARPA Fire Equipment	\$ -	\$ 25,000	\$ 25,000
300-2010-67638	ARPA Street W 4 St S Reconstruction	\$ -	\$ 550,000	\$ 550,000
301-2080-67914	Airport Taxiway Relocation	\$ -	\$ 550,000	\$ 550,000
308-2010-67624	Union Drive Paving	\$ -	\$ 4,000,000	\$ 4,000,000
TOTAL Program 8:		\$	5,215,000	

Program 9 Business Type Activities

	Water Department	Budget	Amendment	Adjusted Budget
600-8080-67503	Water Department / Jordan Well	\$ 600,000	\$ 400,000	\$ 1,000,000
	Storm Water	Budget	Amendment	Adjusted Budget
740-8065-67638	W 4th St S Reconstruction	\$ -	\$ 350,000	\$ 350,000
TOTAL Program 9:		\$ 600,000	\$ 750,000	

Grand Total all Expenditure Amendments	\$ 6,967,000
---	---------------------

City of Newton Council Report

**Item:**

Public Hearing on an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, Title XV, Ch. 150, to revise and update Section 150.085 Vacant Building

Summary:

Update to the Vacant Building Ordinance contained within Ch. 150.

Financial Impact:

No Financial Impact

Report Number: 2024-312

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In late 2023, the Community Development Department was instructed to review and consider updates and/or amendments to the Vacant Building Ordinance. The motivation behind this activity is as follows: maintain the built environment; protect the health, safety, and welfare of the general public; and discourage vacancy in Newton which helps prevent crime, dilapidation, vermin, and blight in neighborhoods. Efforts to discourage building vacancies promote growth and preserve the tax base in the community are identified as key objectives within Envision Newton 2042, the City's adopted Comprehensive Plan.

The current ordinance is contained within Ch. 150: Building Regulations; Construction, and has been in Newton City Code for more than a decade. When drafting the proposed revisions, the City referred to other adopted ordinances from various communities around Iowa including Marion, Knoxville, Oskaloosa, etc. The current adopted ordinance already includes much of what is required for a program, so the proposed revisions expand on the "foundation" that is already in place.

Upon approval of the ordinance, an administrative policy will be presented to City Council for action. Said policy will incorporate the ordinance framework and provide specific guidelines for how City Council wants staff to organize and carry out the program. The Vacant Building Program Administration Policy will likely address the following: Registration Requirements, Fees, Inspection Process, Maintenance Requirements in the form of a checklist, etc. The synergy between an adopted ordinance and an administrative policy provides a pathway to a successful program, as evidenced by this approach to the residential rental inspection program in Newton and the City of Marion, Iowa's vacant buildings program.

Review Schedule:

- May 6, 2024: First Consideration of the Ordinance
- May 20, 2024: Second Consideration of the Ordinance
- June 3, 2024: Third Consideration of the Ordinance
- June 3, 2024: Resolution for Administrative Policy
- June 3, 2024: Resolution for Vacant Building Fees

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON,
IOWA TITLE XV: LAND USAGE, CHAPTER 150: BUILDING REGULATIONS;
CONSTRUCTION TO REVISE AND UPDATE SECTION 150.085 VACANT
BUILDING.**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 150: BUILDING REGULATIONS; CONSTRUCTION, is hereby amended by ~~deleting~~ the existing ordinance included within Exhibit A herein and adding the language included within Exhibit B herein:

EXHIBIT A:

§ 150.085 VACANT BUILDING.

~~—(A) *Definition.* For the purpose of this definition, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~— **VACANT BUILDING.** Any building, defined as a single structure or portion thereof which is individually owned on a property, such as a single horizontal property regime as outlined in Iowa Code Chapter 499B, which is:~~

~~—(a) Unoccupied and unsecured;~~

~~—(b) Unoccupied and secured by means other than those used in the design of the building;~~

~~—(c) Declared a dangerous building under the Uniform Code for the Abatement of Dangerous Buildings or a Notice and Order has been issued by the Newton Building Official;~~

~~—(d) Unoccupied and unfit for occupancy or the intended purpose of the building, as determined by a government agency;~~

~~—(e) Unoccupied and has Housing and Building Code violations;~~

~~—(f) Unoccupied for a continuous period of time over 180 days.~~

~~—(B) *General.* The responsible party shall register the address of a vacant or abandoned building with the city after the building becomes vacant as defined in this chapter. Registration of a vacant building shall be renewed every calendar year that the building remains vacant. If a building remains unregistered after 180 days, staff shall first sent written notice to the recorded property owner to register a known vacant building by a specified deadline. Failure to register a vacant building or providing false information to the city shall be a violation of this chapter and shall result in a fine established by resolution of the City Council and/or issue a municipal infraction citation to the property owner.~~

~~—(C) *Registration.* Vacant building registration shall include the following information:~~

~~—(1) Address of the vacant building site and/or description of vacant portion;~~

~~—(2) Legal description of the property on which the vacant building is located;~~

~~—(3) Name(s) and address(es) of vacant building owner(s);~~

~~—(4) Names and addresses of all known lienholders and all other parties with an ownership interest in the building; and~~

~~—(5) Name, address and phone number of the agent designated to act on the behalf of a property owner in accepting legal processes and notices and in authorizing maintenance as required.~~

~~—(D) *Inspections.* The owner shall allow inspections upon request of the interior and exterior of the premises for the purposes of enforcing and assuring compliance with the provisions of this chapter and all other city codes. Right of entry is authorized by the International Building Code, 2015 Edition, [A] 104.6 and the International Fire Code, 2015 Edition, [A] 104.3.~~

~~—(E) *Registration fee.*~~

~~—(1) A vacant building registration fee shall be required at the time of building registration or renewal.~~

~~—(2) The fee shall be established by resolution of the City Council.~~

EXHIBIT B:

VACANT BUILDINGS

§ 150.085 Purpose and Intent.

The purpose and intent of this subchapter is to establish a vacant building registration and abatement program to serve as a mechanism for protecting the public's health, safety, and welfare; to enhance communications between the City and private property owners; to prevent public and private nuisances and potential fire hazards; and to provide for the administration and procedures required to carry out the provisions of this subchapter.

§ 150.085 (A) Definitions. For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

- a. **The City.** The designated agents authorized to administer and enforce this Chapter and Section.
- b. **Building.** A building or structure designed for business use or human use or occupancy.
- c. **Responsible party.** An owner, occupant, entity, or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property upon which the building is located. Any party having a legal or equitable interest in the property. Responsible party may include, but is not limited to, a realtor, service provider, mortgagor, leasing agent, management company or similar person or entity.
- d. **Vacant Building.** A building or structure is vacant if no person or persons actively and currently conduct a lawful business, including applicable zoning requirements and uses, or lawfully reside or live in any part of the building in accordance with the City's zoning regulations.

§ 150.085 (B) Vacant Building Policy. The City shall develop a Vacant Building Policy outlining the process for registration, inspection, and disposition of vacant properties subject to the provisions of this article. Said policy may provide for any fee or fees related to the implementation of the Vacant Building Policy or the provisions of this article, including but not limited to registration and inspection of fees. Said policy shall be approved by resolution of the City Council.

§ 150.085 (C) Vacant Building Registration. The owner of or responsible party for any vacant building must register said vacant building with the City pursuant to the Vacant Building Policy.

§ 150.085 (D). Penalties. Any owner or responsible party who violates any section of this article or an adopted Vacant Building Policy is subject to the penalty as provided under §10.99 of the City of Newton Code of Ordinances. Said remedies are not exclusive and noting in this section is intended to limit, prevent, or impair other remedies or civil penalties available to the City under this code or state law.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____,

2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 block of E 15th St N

Summary:

Restrict street parking for safety purposes in alignment with City policy on street parking restrictions

Financial Impact:

N/A

Report Number: 2024-423**Date:**

May 6, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 600-700 block of E 15th St N. The complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and consistently allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 600–700 blocks of E 15th St N is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on the east side of the street.

Surveys describing the recommended changes were sent to the adjacent property owners along E 15th St N. Surveys were returned with eight (8) residents agreeing with the recommended changes and two (2) opposing the recommended changes.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

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

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

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

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

STREETS, NORTHEAST QUADRANT

East Fifteenth Street North

"No Parking Anytime".

East side from North Second Avenue East to North Fourth Avenue East.

West side from North Fourth Avenue East south forty-four (44) feet from Fourth Avenue.

East side from North ~~Eighth~~ Sixth Avenue East to North Ninth Avenue Place East.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☒

I oppose the proposed parking changes

☐

Comments from resident at: **608 E. 15th St. N.**

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☒

I oppose the proposed parking changes

☐

Comments from resident at: **712 E. 15th St. N.**

This could be great! Trying to thread the needle of cars each day has never been ideal. Whoever recommended this change, thank you!

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☒

I oppose the proposed parking changes

☐

Comments from resident at: **614 E. 15th St. N.**

I love the idea

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☒

I oppose the proposed parking changes

☐

Comments from resident at: **725 E. 15th St. N.**

WE ARE FOR THIS RESTRICTION. JUST NEED TO ENFORCE CARS PARKING ACROSS SIDEWALKS BECAUSE THEY CAN'T PARK ON THE STREET.

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☐

I oppose the proposed parking changes

☒

Comments from resident at: **713 E. 15th St. N.**

We have lived here 28+ years and have never had any problems with vehicles parking on both sides of the street.

Parking Survey 600-700 blk. of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☐

I oppose the proposed parking changes

☒

Comments from resident at: **724 E. 15th St. N.**

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes



I oppose the proposed parking changes



Comments from resident at: **706 E. 15th St. N.**

Parking Survey 600-700 blk. of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes



I oppose the proposed parking changes



Comments from resident at: **1448 N. 6th Ave. E.**

100% agree!

Parking Survey 600-700 blk of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes



I oppose the proposed parking changes



Comments from resident at: **615 E. 15th St. N.**

Thank you for taking the time
to look into this.

Parking Survey 600-700 blk. of E. 15th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 600-700 block of E. 15th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes



I oppose the proposed parking changes



Comments from resident at: **707 E. 15th St. N.**

Agree 100%. ~~Prefer~~ Prefer no
parking west side. Group home worker
can park in front of work and
not have to cross street.



Memorandum

TO: Jarrod Wellik, Interim City Administrator
FROM: Keith A. Laube, Public Works Director
DATE: December 2, 2016
RE: Street Parking Restriction Policy

In the recent past, staff has been directed to look at street parking restrictions after receiving a request from a citizen. Most of these requests were to add "No Parking" signs on one side of the street to allow traffic to flow without meandering from each side of the street to avoid parked vehicles and/or to allow passage when two vehicles are parked directly opposite of each other.

In 2011, staff evaluated all streets in the city based on Statewide Urban Design and Specifications (SUDAS) criteria, traffic volume, and street width. Street widths are measured from back of curb to back of curb. Rural section streets with ditches have been evaluated on a case-by-case basis. The streets were placed in two categories based on traffic volume and use:

Higher volume streets (>2,500 vehicles per day), collector/arterial, and truck routes:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	31 feet (provides two 11-foot travel lanes)
both sides	39 feet (provides two 11-foot travel lanes)

Lower volume streets (<2,500 vehicles per day) – local residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	26 feet (provides a 17-foot open roadway)
both sides	34 feet (provides a 17-foot open roadway)

Local jurisdiction discretion for existing residential streets:

<u>Parking</u>	<u>Minimum Street Width</u>
one side	21 feet (provides a 12-foot open roadway)
both sides	31 feet (provides a 14-foot open roadway)

Two maps have been prepared. The first map shows streets where existing parking restrictions could be removed to allow for additional street parking. The second map shows streets that should have new parking restrictions to enable safe passage of traffic and provide a route for emergency vehicles.

Removal of Existing Parking Restrictions Map: The parking restrictions on some of these streets were based on traffic flows that existed due to Maytag operations (1st Street N and N 3rd Ave E) and previous school traffic patterns (E 3rd Street S). Since the current parking restrictions on the streets shown on this map do not cause any safety concerns, the parking restrictions could remain.

New Parking Restrictions Map: The majority of the proposed changes are to have parking on one side of the street instead of both sides (shown in orange on the map). Most of these streets are 25 feet wide and if two vehicles are parked directly opposite of each other, there is only 8 feet for traffic, an ambulance, or a fire truck to pass between the parked vehicles. A lane at least 12 feet wide is recommended for emergency vehicles. If vehicles are parked offset from one another, response time is decreased due a slower speed required to maneuver the emergency vehicle around the parked vehicles. The spacing of staggered parked vehicles significantly slows the speed of a long fire truck.

The streets shown in green on the map are proposed to have the parking changed from “no parking on one side” to “no parking on both sides”. Some of these streets are collectors or truck routes and are not wide enough to allow parking on one side and provide two free flowing traffic lanes. For example E 12th Street N is a truck route that is 26 feet wide and currently has parking on one side. This allows for 8½-foot wide lanes for northbound and southbound traffic. For a truck route, 12-foot wide lanes are recommended.

E 4th Street S is 25 feet wide with parking on one side from 6 pm to 8 am. This allows for 8-foot wide lanes for northbound and southbound traffic between 6 pm and 8 am. For a street with this volume of traffic, 11-foot lanes are acceptable and 12-foot lanes are preferred. Evening high school events may make travel on this street difficult if vehicles are parked on one side. Also E 4th Street is a direct route to the hospital. One solution for this street would be to allow parking on one side on Saturdays, Sundays and holidays; similar to N 4th Avenue E between E 5th Street and E 15th Street.

Some streets shown in green need to have updated traffic counts prior to recommending any parking changes. These streets include W 3rd Street S, E 4th Street N, and E 8th Street N. The new traffic counts will determine whether these streets are higher volume or lower volume streets.

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 400-600 block of W 8th St N

Summary:

Restrict street parking for safety purposes in alignment with City policy on street parking restrictions

Financial Impact:

N/A

Report Number: 2024-424**Date:**

May 6, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 400-600 block of W 8th St N. The concerns are a result of the new roadway construction and traffic flow vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and consistently allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 400–600 blocks of W 8th St N is 27 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on both the east and west side of the street.

Surveys describing the recommended changes were sent to the adjacent property owners along E 8th St N. Surveys were returned with three (3) residents agreeing with the recommended changes and none (0) opposing the recommended changes.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 400-600 BLOCK OF WEST EIGHTH STREET NORTH.

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

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

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

STREETS, NORTHWEST QUADRANT

West Eighth Street North

"No Parking Anytime".

Both sides from North Second Avenue West north to North ~~Fourth~~ Seventh Avenue West.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

Parking Survey— 400-600blk W 8th St N

Please complete the survey responding to the City of Newton's recommendation to restrict parking on either side of W 8th St N from N 4th Ave to N 7th Ave and return to the City of Newton Police Department by April, 12, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

There's almost been several accidents already, and cars parking in front of crosswalk

400 W 8th St N

I've seen cars come over hill & Sough to a stop, because of the crosswalk over

Parking Survey— 400-600blk W 8th St N

Please complete the survey responding to the City of Newton's recommendation to restrict parking on either side of W 8th St N from N 4th Ave to N 7th Ave and return to the City of Newton Police Department by April, 12, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

412 W 8th St N

Parking Survey— 400-600blk W 8th St N

Please complete the survey responding to the City of Newton's recommendation to restrict parking on either side of W 8th St N from N 4th Ave to N 7th Ave and return to the City of Newton Police Department by April, 12, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Agree No Room for Parking in Street in This Area because of Drive-ways

416 W 8th St N

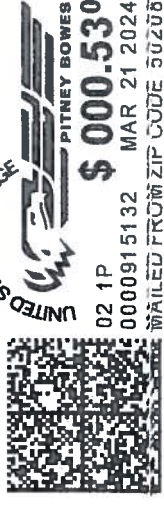
DeShel

by with cars parked there
Please put No
Parking there
Thank you
Lisa Gregory

Newton Police Department

101 W 4th St S

Newton, Iowa 50208



City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 200-300 block of E 25th St N

Summary:

Restrict street parking for safety purposes in alignment with City policy on street parking restrictions

Financial Impact:

N/A

Report Number: 2024-425**Date:**

May 6, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 200-300 block of E 25th St N. The complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and consistently allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 200–300 blocks of E 25th St N is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on the east side of the street.

Surveys describing the recommended changes were sent to the adjacent property owners along E 25th St N. Surveys were returned with ten (10) residents agreeing with the recommended changes and seven (7) opposing the recommended changes. Of the 7 who oppose the recommendation, 3 residents agree there should be a restriction but believe it should be restricted on the west side of the street.

Recommendation:

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 200-300 BLOCK OF EAST TWENTY FIFTH STREET SOUTH.

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

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

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

STREETS, NORTHEAST QUADRANT

East Twenty-Fifth Street North

"No Parking Anytime"

East side from North Second Avenue East to North Fourth Avenue East.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2024 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

Proposed Parking Changes: 200-300 block of E. 25th Street N.

We have lived on E. 25th Street N. for 27-28 years and we don't see any reason to modify the parking policy. There have been times when vehicles are parked on both sides of the street and it is tight to navigate, but those circumstances are rare and, in our view, don't necessitate a change.

In the past year, there has been more short-term parking on our street, but primarily due to construction. As a result of the hailstorm, in particular, most of the houses on our street have had either roof repair or siding repair, or both. In addition, several properties have replaced their driveways. But this has been an unusual year for construction, and we don't see a need to change policy due to a one-time unusual situation.

As far as long-term or overnight parking, it is generally limited to three or four houses that are all on the east side of the street and all of them park on the east side of the street in front of their own houses. If anything, limit the parking to the east side of the street so those residents can continue to park in front of their own houses, rather than in front of mine. In addition, I think the parking on N. 2nd Ave E. (from 23rd St to 25th St) is on the south side so for the traffic flow from N. 2nd Ave E onto E. 25th St N. (or vice versa), it would be more consistent to have parking on the same side of the street, which in this case would be the east side of E. 25th St.

Just our thoughts.

Steve and Sheri Holwerda

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes

☐

I oppose the proposed parking changes

☒

Comments from resident at: **225 E. 25th St. N.**

See attached

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **210 E. 25th St. N.**

Block Both Sides of the Street from
Parking.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **301 E. 25th St. N.**

The issue doesn't seem to be as bad as it once was, at least in 300 block. If people would use common sense to not park directly across from another vehicle, seems that would help alleviate the congestion.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **319 E. 25th St. N.**

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **332 E. 25th St. N.**

The Restriction Parking Should Be For The West side of the St. The Enforcement Is Caused By The Parking on the West side of the Street by The Curve.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **326 E. 25th St. N.**

We Agree.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **312 E. 25th St. N.**

*Thank you for taking up this
312 E 25th*

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **300 E. 25th St. N.**

GOOD IDEA!

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **318 E. 25th St. N.**

1 APR 2024 PM 2 L

DES MOINES IA 500

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **224 E. 25th St. N.**

my sub-compact often cannot easily get down the block. The curve where 2nd Ave curves into 25th is VERY problematic.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from resident at: **200 E. 25th St. N.**

Thank You! This has been needed for a very long time - Now if we could just get them to obey speed ordinance! All that you do!

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **313 E. 25th St. N.**

Still make a difference soon when our worst problem is moving!

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **307 E. 25th St. N.**

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **211 E. 25th St. N.**

Most cars currently park on the east side.
Think no parking should be on the West side.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **218 E. 25th St. N.**

We agree, however the majority of cars parked on the street belong to the east side of street, maybe the no parking should be the west side of the street

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **339 E. 25th St. N.**

Most of the traffic on this street flows North to South - so the west side should be open. You should restrict parking on the west side of the street.

Parking Survey 200-300 block of E. 25th St. N.

Please complete the survey to the City of Newton's recommendation to restrict parking on the east side of the 200-300 block of E. 25th St. N. and return to the City of Newton Police Department by April 12th, 2024.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from resident at: **204 E. 25th St. N.**

Not Necessary!!!

City of Newton Council Report

**Item:**

Resolution awarding the Westwood Clubhouse Site Design Grading Project

Summary:

Award of contract to grade the site and install underground utilities for the proposed clubhouse.

Financial Impact:

\$68,036.42 to be paid from ARPA funds

Report Number: 2024-409**Date:**

May 6, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On September 13, 2022 Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course. This led to plans being prepared and bids received on August 17, 2023 for said clubhouse project. Due to high bid prices received, said bids were then rejected by City Council per Resolution 2023-245 on September 5, 2023. City staff reacted immediately by working on an alternate plan to construct a more affordable clubhouse which satisfies the language of the bond referendum, while still meeting the needs of the golf course.

On December 18, 2023 City Council approved a resolution to award a contract for demolition of the existing clubhouse. This work has been completed, allowing for the grading and new underground utilities to be installed. Bolton & Menk prepared plans and specifications for the proposed project, with following bids were received and opened on April 25, 2024:

Sully Construction, Inc. – Sully, Iowa	\$68,036.42
Lanphier Excavating LLC – Reasnor, Iowa	\$100,075.70
Con-Struct, Inc. - Marshalltown, Iowa	\$115,540.00
TK Concrete, Inc. – Pella, Iowa	\$135,580.00
Concrete Professionals – Altoona, Iowa	\$151,430.20
Edge Commercial. - Grimes, Iowa	\$198,000.00

The apparent low bidder is Sully Construction, Inc. of Sully, Iowa. The engineer's cost estimate for this project was \$168,705.00. The completion date for the project is July 31, 2024. The project's \$68,036.42 cost will be paid using ARPA funds.

Recommendation:

City Staff recommends that Council award the project to Sully Construction, Inc. of Sully, Iowa in the amount of \$68,036.42.

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION AWARDING CONTRACT
FOR THE WESTWOOD CLUBHOUSE SITE GRADING PROJECT**

WHEREAS, on December 18, 2023 City Council approved a resolution to award a contract for demolition of the existing clubhouse in preparation for construction of the new clubhouse; and

WHEREAS, this demolition work has been completed, allowing for grading and site utility installation to being; and

WHEREAS, Bolton & Menk has prepared plans and specifications for the proposed project, with following bids were received and opened on April 25, 2024:

Sully Construction, Inc. – Sully, Iowa	\$68,036.42
Lanphier Excavating LLC – Reasnor, Iowa	\$100,075.70
Con-Struct, Inc. - Marshalltown, Iowa	\$115,540.00
TK Concrete, Inc. – Pella, Iowa	\$135,580.00
Concrete Professionals – Altoona, Iowa	\$151,430.20
Edge Commercial. - Grimes, Iowa	\$198,000.00; and

WHEREAS, the engineer’s cost estimate for this project was \$168,705.00; and

WHEREAS, Staff recommends that Council award the project to Sully Construction, Inc. of Sully, Iowa in the amount of \$68,036.42.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Sully Construction, Inc. of Sully, Iowa, in the amount of Sixty-Eight Thousand, Thirty-Six Dollars and Forty-Two Cents (\$68,036.42) for the Westwood Clubhouse Site Grading Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Sully Construction, Inc. of Sully, Iowa for the Westwood Clubhouse Site Grading Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize ARPA funds to pay for the demolition work.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the location of the mini-pitch soccer court and the donation agreement with Kick It Forward

Summary:

Approving the location and donation agreement for the mini-pitch soccer court at Maytag Park.

Financial Impact:

None. Approving Location and Donation Agreement.

Report Number: 2024-399

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

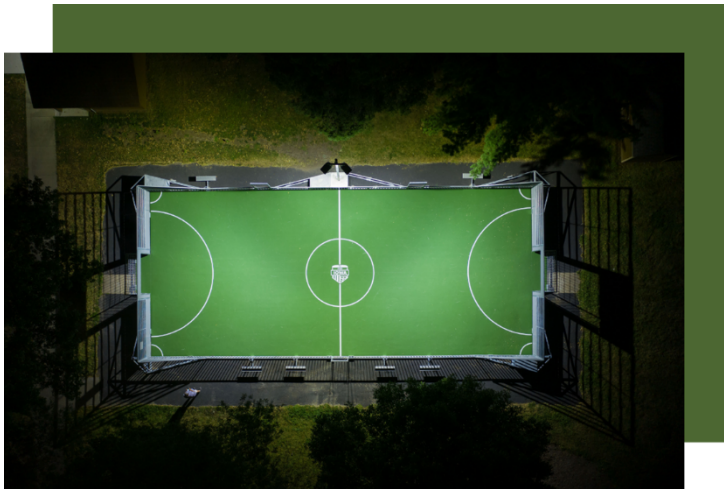
Background:

Image of a Mini-Pitch Soccer court, Image courtesy Kick It Forward

Proposal: To locate a mini-pitch soccer court in Maytag Park to provide an additional recreation opportunity in Newton.

Advocates: Local Citizens and Kick it Forward are working to raise funds to provide this amenity at little to no cost to the City of Newton.

What is it?: A mini-pitch is a court surface playing field for futsal, which is a high-paced court version of soccer. Through playing futsal, youth can develop their ball mastery, speed of play, and in-game decision making in addition to general development of balance, coordination, and other motor skills.

Alignment with City Priorities: A goal for the Newton Parks system is to continue to encourage community engagement and increase use of the spaces within the city's parks. Providing new and exciting opportunities that align with sport trends is one way to accomplish that.

Park Board Review: The Newton Park Board discussed the matter at three of their meetings. At their most recent meeting on April 17th, the park board recommended placement of a mini-pitch soccer court at Maytag Park, but as a stand-alone feature. The proposal does not co-locate or replace the basketball courts. Attachment A. to the resolution shows the selected location. Attachment A. also shows conceptual improvements as a way to illustrate that the mini-pitch location *does not* impede the ability for future improvements. This action does not approve those "conceptual" future improvements.

Donation Agreement: This resolution also approves a donation agreement with Kick It Forward, an Iowa nonprofit that has assisted in fundraising and installation of mini-pitches within Iowa. Their website is: <https://www.kifsoccer.com>. The donation agreement has been reviewed by the Newton City Attorney and no concerns were noted.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE LOCATION OF THE
MINI-PITCH SOCCER COURT AND THE DONATION
AGREEMENT WITH KICK IT FORWARD**

WHEREAS, local citizens and Kick It Forward, an Iowa nonprofit corporation located in Des Moines, Iowa, are raising funds to support the development of a mini-pitch soccer court in Maytag Park; and

WHEREAS, the Newton Park Board reviewed the project at their meetings on October 25, 2023, November 15, 2023, and April 17, 2024; and

WHEREAS, the Newton City Council, by Resolution 2024-049, approved a letter of support for the mini-pitch soccer court project; and

WHEREAS, the Newton Park Board recommended approval of the installation of the mini-pitch soccer court as shown in Attachment A to this resolution; and

WHEREAS, the Newton City Attorney has reviewed the Donation Agreement with Kick It Forward, the nonprofit organization assisting with the fundraising and construction of the court;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the location of the mini-pitch soccer court as shown in Attachment A to this resolution is hereby approved, noting that other improvements labeled “conceptual” shall be reviewed and approved by council at a later date;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the donation agreement with Kick It Forward is approved and the City shall obtain the necessary signatures on the agreement.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

ATTACHMENT A



DONATION AND CONSTRUCTION AGREEMENT
BETWEEN
KICK IT FORWARD
AND
THE CITY OF NEWTON
REGARDING INSTALLATION OF A MINI-PITCH SYSTEM

This Donation Agreement, hereinafter “Agreement”, made and entered into this ____ day of _____, 2021 by and between The City of Newton (“NEWTON”) and Kick It Forward, an Iowa nonprofit corporation, located at 301 East Walnut, Studio 6, Des Moines, Iowa 50309 (“DONOR”).

WHEREAS, “NEWTON” Community Development Department, through its Parks and Recreation Division, is charged with the responsibility of providing safe recreation amenities within the Newton community; and

WHEREAS, “DONOR”, working together with other donors, desires to make a charitable contribution for the benefit of the residents of the City of Newton by funding and coordinating the procurement and installation (for purposes of this Agreement “installation” also includes “construction”) of a Mini-Pitch System at City Park including paving, donor signage/logos, and related materials and improvements, on the City Park grounds located at, Maytag Park, 301 South 11th Avenue West, (the “The Mini-Pitch System”), as described herein and as shown on the attached **Exhibit A**; and

WHEREAS, the “Donor” is desirous of installing The Mini-Pitch System in 202__, as described herein; and

WHEREAS, “NEWTON” is desirous of accepting such donation.

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

I. DONOR’S RESPONSIBILITIES

A. MATERIALS AND EQUIPMENT

1. At no cost to “NEWTON”, the “Donor” agrees to fund and contract for the purchase and construction of The Mini-Pitch System, including the signage and protection of existing improvements, to be constructed in 202__ at a time mutually agreed to by NEWTON and Donor.
2. The “NEWTON” Community Development Director, or their designee, shall review and approve all design and construction documents. The “Donor” agrees that The Mini-Pitch System shall be completed in strict adherence to the design as approved by “NEWTON”. Any deviations from the design and

construction documents shall be permitted only with the prior written approval of the “NEWTON” Community Development Director.

3. The design and installation of The Mini-Pitch System shall be in compliance with the 2010 ADA Standards for Accessible Design, and the Donor shall apply for and receive all necessary permits and “NEWTON” board approvals.

B. CONSTRUCTION

1. The “Donor” shall engage and be responsible for all costs and the payment of a general contractor (“General Contractor”) for the installation/construction of The Mini-Pitch System, including the signage and protection of existing improvements. The responsibilities of the Donor shall include:
 - a. Providing materials for the installation/ construction of The Mini-Pitch System.
 - b. The timely payment of all fees, costs, charges, and expenses associated with this work, including all required permit fees.
 - c. Requiring the General Contractor to: (1) indemnify NEWTON and obtain and maintain in continuous effect the insurance coverages and agree to the indemnification requirements specified in **Attachment 1** of this Agreement; and (2) impose the same requirements on any subcontractor. Donor shall require the General Contractor shall (1) provide NEWTON with a certificate of insurance verifying the General Contractor’s compliance with this coverage requirement at least two weeks prior to the beginning of any work by the contractor; and (2) impose the same requirements on any subcontractor. Donor must provide NEWTON with a copy of the contract between the Donor and the General Contractor so that NEWTON may determine compliance with the indemnification requirements of this subsection.
 - d. Require the General Contractor to secure the site in a manner which is reasonable under the circumstances during construction and until the close out of work to install The Mini-Pitch System.
 - e. Coordinating closely with NEWTON to provide construction dates to NEWTON. General Contractor is responsible for maintaining court closure and signage, blockades and other devices for the duration of the construction period until The Mini-Pitch System can be safely accessed by the public.
 - f. Delivering to NEWTON all project construction documents, records, and equipment manuals upon acceptance of The Mini-Pitch System by NEWTON.
 - g. Donor and General Contractor, or applicable subcontractors, shall be responsible for obtaining and compiling with any necessary building and electrical permits from the City of Newton’s Community Development

- Department. Allowing the Community Development Director or their designee access to conduct any inspection he or she deems necessary.
- h. Requiring the General Contractor to be on-site, including the removal of all equipment and materials, for no longer than 90 days for the project.
 - i. Requiring the General Contractor to restore the site used for staging to the same condition as prior to the start of construction activities.
 - j. Provide and transfer, as needed, to NEWTON, the manufacturer's warranty to The Mini-Pitch System.

C. NAMING RIGHTS AND SIGNAGE/LOGOS

In consideration of the gift, NEWTON will acknowledge the gift by permitting Donor to recommend a name for the Mini-Pitch System location selected by the Donor, confirmed by the Newton City Council. Donor shall be permitted to construct Donor recognition signage on the structure and/or surface of the Mini-Pitch System for any individual or entity selected by Donor, with confirmation by the Newton City Council. Examples of such signage are depicted in Exhibit A to this agreement. Donor agrees to pay the costs of any such signage recognizing any individual or entity selected by Donor and approved by the Newton City Council

II. NEWTON'S RIGHTS AND RESPONSIBILITIES

- A. NEWTON agrees to provide access to those portions of MAYTAG PARK which are needed for the construction and installation of The Mini-Pitch System.
- B. NEWTON shall engage and be responsible for all costs and the payment of a general contractor ("General Contractor") for site preparation, construction and installation of a concrete pad for the Mini-Pitch System surface, court painting and/or striping, and any necessary electrical connections to the construction site.
- C. NEWTON shall assist with communicating to the public the necessary park closures.

III. ENCUMBRANCES AND LIENS.

Neither the Donor nor anyone claiming by, through, or under the Donor shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon The Mini-Pitch System or MAYTAG PARK or any NEWTON property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. For the further security of NEWTON, the Donor covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor and further agrees to include such a

provision in every agreement made with contractors and subcontractors in connection with The Mini-Pitch System .

IV. INSURANCE AND INDEMNIFICATION

The Donor's General Contractor shall purchase and maintain Commercial General Liability Insurance coverage and shall include NEWTON as an additional Insured with respect to its "Product-Completed Operations" coverage and shall maintain such coverage and Additional Insured status for a period of one year following the NEWTON taking ownership of The Mini-Pitch System . Donor shall provide NEWTON with a certificate of insurance verifying compliance with this coverage requirement prior to execution of this Agreement. Donor shall also hold and save the NEWTON harmless for any and all claims due to loss associated with Product-Completed Operations exposures to the extent that such losses are covered by Donor's insurance. Donor also agrees to waive subrogation for itself and anyone claiming through or under Donor against the NEWTON for any insured loss related to Product-Completed Operations exposures for a period of one year following NEWTON taking ownership of The Mini-Pitch System.

The Donor shall and hereby agrees to hold and save NEWTON harmless for any and all claims due to the loss or damage of any personal property owned or borrowed by the Donor and brought to MAYTAG PARK for the installation of The Mini-Pitch System .

V. ACCEPTANCE OF THE IMPROVEMENTS

Upon completion of all of the Mini-Pitch System installation, such improvements shall be reviewed by the NEWTON Community Development Director or their designee and full acceptance of the improvements will be performed by the NEWTON City Council. Upon such acceptance by the NEWTON City Council by resolution, the improvements shall immediately become the property of NEWTON and the Donor forfeits all rights to such donation and improvements. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the Donor to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.

VI. TERM

This Agreement shall be considered to be fulfilled upon completion of the construction and NEWTON City Council acceptance of The Mini-Pitch System, subject to the continuing requirements pursuant to section IV of this Agreement.

5

and that the instrument was signed and sealed on behalf of The City of NoNewton, by authority of Resolution No. 2024-_____, on _____, 2024, and that Katrina Daivs, The City of Newton City Clerk, acknowledge the execution of the instrument to be the voluntary act and deed of The City of Newton by it voluntarily executed.

Notary public in the State of Iowa

EXHIBIT A
City Park

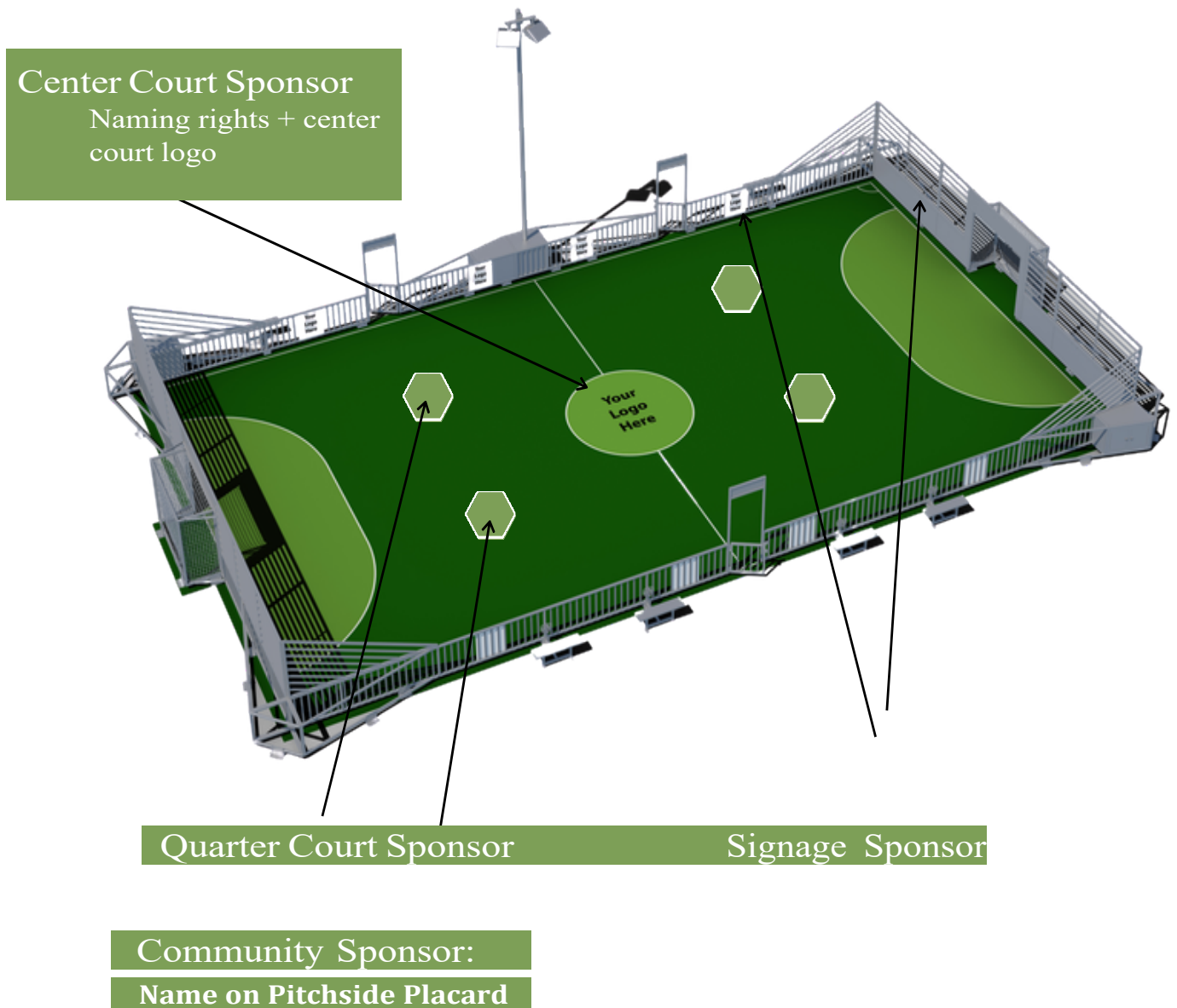


Exhibit A

Depiction of the Mini-Pitch System

Mini-Pitch System Includes

Court Dimensions: APPROX 60 ft x 120 ft (SIZE TBD)

2 – 20-foot candles with LED light fixtures

Square tubing and channel material: 11-gauge steel

2 – Goals: Dimensions - 70” tall x 90” wide x 34” deep

Storage – 20 cubic feet lockable cabinet place at each corner

Naming Rights and Logos, as approved by NEWTON and DONOR

ATTACHMENT 1

INSURANCE & INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR

1. GENERAL

For purposes of this Attachment “Contractor” shall refer to the General Contractor hired or otherwise engaged by Kick It Forward, to perform services at MAYTAG PARK under this Agreement. The Contractor shall purchase and maintain insurance to protect the Contractor, Kick It Forward, and NEWTON throughout the duration of this Agreement. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “B+.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to NEWTON. Certificates of Insurance confirming adequate insurance coverage shall be submitted to NEWTON prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of NEWTON is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of NEWTON is required.*** The policy shall be endorsed to include an Aggregate Per Location endorsement.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor’s business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of NEWTON is required.***

D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and

Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. ***Waiver of Subrogation in favor of NEWTON is required.***

- E. **ADDITIONAL INSURED ENDORSEMENT:** The General Liability Insurance policy shall include NEWTON as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor's insurance shall be primary to that of NEWTON and noncontributory to any other insurance or similar coverage available to NEWTON whether the other available coverage is primary, contributing or excess.
- F. **GOVERNMENTAL IMMUNITY ENDORSEMENT:** The General Liability Insurance policy shall include NEWTON Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

THE CITY OF NEWTON
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the The City of NEWTON as Additional Insured does not waive any of the defenses of governmental immunity available to the The City of NEWTON under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of NEWTON shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the The City of NEWTON.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of NEWTON under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by The City of NEWTON.
5. **No Other Change in Policy.** The insurance carrier and The City of NEWTON agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

- G. **CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT:** The General Liability Insurance policy shall be endorsed to provide NEWTON with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium.
- H. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Contractor hereby releases NEWTON, including its elected and appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of NEWTON or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of NEWTON including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- I. **PROOF OF INSURANCE:** The Contractor shall provide to NEWTON Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance.
- J. **AGENTS AND SUBCONTRACTORS:** The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section 3, the term "NEWTON" means The City of NEWTON and its elected and appointed officials, agents, employees and volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless NEWTON against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by NEWTON by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor's obligation to indemnify NEWTON contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

NEWTON shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and

others under the control of Contractor, except to the extent caused by or resulting from the negligent act of NEWTON.

Contractor expressly assumes responsibility for any and all damage caused to NEWTON property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on NEWTON property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

City of Newton Council Report

**Item:**

Resolution approving a low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton

Summary:

LMI Existing Housing grant for 525 North 2nd Avenue East in the exterior work and windows program areas.

Financial Impact:

\$12,226.88 in LMI Grant Funds set aside for this purpose

Report Number: 2024-400**Date:**

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has identified housing development as a serious need for the community. Some barriers to providing housing options are the cost of infrastructure construction, the cost of labor and materials, and the challenge of enticing regional developers into the community. To address such barriers to general housing development, the City of Newton utilizes Tax Increment Financing (TIF), when and where City Council has determined it is appropriate. When TIF funding is used for residential development, State of Iowa law requires that the City of Newton set aside a portion of the newly generated tax increment for Low-Moderate Income (LMI) Housing throughout the community.

Recent residential development activity (Fairmeadows North and Arbor Estates) has been spurred utilizing TIF, and a LMI Housing set-aside fund has been slowly growing. By resolution 2023-093, City Council established the Low-Moderate Income Housing Set-Aside Funds Policy which has several program areas for which the set-aside dollars can be used. Program areas include: LMI Existing Housing Improvement Grant; State/Federal Affordable Housing Application Financial Support; Neighborhood Sidewalk Construction, Reconstruction & ADA improvements; and Neighborhood Revitalization and Blight Removal (which includes acquisition & demolition and dead/dying trees). The US Department of Housing & Urban Development (HUD) establishes the median family income for every county in the United States. Persons who meet the "low income" requirements have earnings at or below 80% of the median household income for the county, based on household size.

Eligible grant program areas include foundation work; permanent/semi-permanent interior work such as flooring, cabinetry, paint; windows and doors; HVAC; plumbing; electrical, exterior treatments; and roofing. Funding Maximums per property are as follows:

1. Foundation Work: \$10,000
2. Permanent/Semi-permanent Interior Work, including wall reconstruction, floor refinishing and flooring, cabinetry, paint, etc. Not eligible items include window coverings, furnishings, etc.: \$15,000
3. Windows and Doors: \$10,000
4. HVAC: \$6,000
5. Plumbing: \$8,000
6. Electrical: \$5,000
7. Exterior Treatments, including siding, tuck-pointing, stucco, exterior paint, etc.: \$10,000
8. Roofing: \$6,000

525 North 2nd Avenue East: The property owners of 525 North 2nd Avenue East have made an application under the LMI Existing Housing Grant for Exterior Improvements and Windows/Doors. The project consists of replacing three dining room windows, three basement windows, a back entry door, and a storm door. The project also includes replacing the fencing with 4' high black chain-link style fencing.

Quotes have been obtained as follows:

Iowa Fence Inc: \$9,995.76

Brian Finch Carpentry: 6,306.74

The owners have submitted the necessary documentation, and staff has verified that the property owners income-qualify for the City's LMI grant program. Under the program, the property owners are required to pay the contractor(s) 25% of the project cost, and the City will directly pay the contractor(s) 75% of the project cost.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A LOW-MODERATE INCOME HOUSING SET-ASIDE GRANT FOR 525 NORTH 2ND AVENUE EAST, NEWTON

WHEREAS, the City of Newton has identified housing development as a serious need for the community and utilizes Tax Increment Financing (TIF) to address this need; and

WHEREAS, State of Iowa law requires that the City of Newton set aside a portion of newly generated residential tax increment for Low-Moderate Income (LMI) housing needs; and

WHEREAS, Resolution 2023-093 established a Low-Moderate Income Housing Set-Aside Funds Policy that includes an Existing Housing Improvement Grant policy area; and

WHEREAS, James Robinson, owner of North 2nd Avenue East, Newton meets the ownership and income requirements established by the policy; and

WHEREAS, James Robinson proposes to replace six windows, the back entry door, a storm door, and fencing;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Low-Mod Income Existing Housing Improvement Grant Funds be issued to the carpentry contractor, Brian Finch of Newton, Iowa in an amount equal to 75% of the total project cost up to \$4,730.06 or the window and door replacements portion of the project and to the fencing contractor, Iowa Fence of Ames, Iowa in an amount equal to 75% of the project cost up to \$7,496.82.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that the City shall obtain the signatures on the grant program agreement.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk



Newton

LMI Existing Housing Improvement Grant Agreement Between City of Newton and James Robinson

This Agreement made and entered into this _____ day of May, 2024 by and between the City of Newton, Iowa, hereinafter called "City" and James Robinson, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive LMI Existing Housing Improvement Grant funds for property located at 525 N 2nd AVE E; and

WHEREAS, the City's Community Development Department and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Project will receive a total **up to \$12,226.88** in grant funds for windows and doors improvements and exterior improvements to replace six windows, a storm door, and an entry door, and new fencing providing a 25% applicant cash match is met.
 - a. Funding breakdown for Windows and Doors area grant as follows:
 - Total Estimated Project Cost- \$6,306.74
 - 25% Applicant Cash Match- \$1,576.68
 - **Painting Improvement Grant - \$4,730.06**
 - b. Funding breakdown for Exterior Treatments area grant as follows:
 - Total Estimated Project Cost - \$ 9,995.76
 - 25% Applicant Cash Match - \$ 2,498.94
 - **Plumbing Improvement Grant - \$ 7,496.82**
- 2.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors, when required.
- 3.) The City of Newton will provide the grant funding directly to the contractor that completed the work in the amount referenced above once the project is fully completed. Contractors should submit an invoice to the City of Newton, 303 West 4th Street North, Suite 501, Newton, Iowa 50208.

- 4.) City staff will inspect and verify completeness of work prior to issuance of grant funds.
- a. The applicant shall provide a copy of the invoice from the licensed contractor that performed the work.
 - b. All work shall comply with applicable City Codes, including but not limited to, zoning and building codes. All completed work shall be inspected and approved by the City's Building Official/Inspector.
- 5.) The applicant will provide a 25% cash match to the grant funds for the approved work and pay that amount to the contractor directly.

Applicant:

_____	_____
James Robinson	Date

For City of Newton:

_____	_____
Evelyn George, Mayor	Date

Contractor Acknowledgement:

_____	_____
Brian Finch	Date
Finch's Carpentry Services	
2346 W 4th St N	
Newton, IA 50208	

_____	_____
Iowa Fence	Date
210 Freel Drive	
Ames, Iowa 50010	

City of Newton Council Report



Item:

Resolution approving the Award of a downtown improvement grant for 110 1st Avenue East

Summary:

Downtown Improvement grant for new storefront window and door.

Financial Impact:

\$5,800.00

Report Number: 2024-401

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:



Existing Conditions Photo, courtesy Google Street View

The storefront at 110 1st Avenue East is located within the building historically known as the "Allfree Building," and more recently known as the "Jewel Building." The subject building is considered a contributing structure to the Newton Downtown Historic District. While the building retains a high degree of integrity, the existing storefront of 110 1st Avenue East does not.

The applicant plans additional improvements for signage and other facade work in the near future, but, for the time being addressing, the storefront windows and door is the first priority.



Design option showing sign band in the transom and three-part display window.

At their meeting on April 24th, the downtown grant review board recommended approval of a grant in the amount of \$5,800.00 to the project provided the following conditions are met:

- Appliant provides a 1:1 match.
- Window and door framing shall be dark color (oil rubbed bronze or black) to align with downtown district design guidelines.

All grants are a reimbursement of work upon completion of the project.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE AWARD OF A
DOWNTOWN IMPROVEMENT GRANT FOR 110 1ST AVENUE
EAST**

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

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

WHEREAS, Tram Pham, Tips and Toes Nail Salon, has requested funding in the Façade Removal and Façade Rehabilitation Program Areas for the storefront at 110 1st Avenue East; and

WHEREAS, at their meeting on April 24, 2024, the Downtown Grant Review Board reviewed the project and recommended approval of the award of grant funds to the proposed project that includes removal of existing storefront window and door and installation of a new storefront window and door;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Tram Pham, as a reimbursement of paid costs in an amount not to exceed \$5,800.00, provided a 1:1 match is met by the grant recipient and the framing on the storefront window and door is dark (oil rubbed bronze or black;

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

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Tram Pham**

This Agreement made and entered into this _____ day of _____ 2024 by and between the City of Newton, Iowa, hereinafter called "City" and Dusty Clements, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 110 1st Avenue East; and

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

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$5,800** in grant funds for Façade Removal and Façade Rehabilitation provided a 1:1 match is met for each program area and new window/ door shall have dark (black or oil-rubbed bronze) framing.
- 2.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 303 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 3.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.

- 4.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses and upon all conditions specified in #1 of this agreement are met.

Applicant:

Tram Pham
Tips and Toes Nail Salon

Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report



Item:

Resolution approving United Way of Jasper County Downtown Improvement Grant

Summary:

A downtown improvement grant for United Way of Jasper County

Financial Impact:

\$13,885.00 of downtown grant funds

Report Number: 2024-402

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:



Historic Photo of the Subject Building (where arrow points)

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

- Removal of the siding and metal awning
- Window replacement
- New entry doors
- New name and logo signage
- Electrical work for downcast signage lighting
- Historic brick exterior repairs



Existing Conditions Photo, courtesy Google Street View

The current building at 312 1st Avenue West was originally known as Wert's Cafe from the 1940s to the 1960s. After that the building served as a number of different offices- medical, orthodontic, contractors, and insurance.

The significant project removes the non-historic facade on the building, which will positively impact the building's contribution to the historic district.

At their meeting on April 24th, the grant review board recommended approval of the project, noting that the new windows shall have dark framing to keep the project consistent with the district design guidelines.

Recommendation:

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive, with the first name "Matt" written in a larger, more prominent script than the last name "Muckler".

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE AWARD OF A
DOWNTOWN IMPROVEMENT GRANT FOR 312 FIRST
AVENUE WEST**

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

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

WHEREAS, United Way of Jasper County has requested funding in the Sign, Façade Removal, and Façade Rehabilitation Program Areas for the building at 312 1st Avenue West; and

WHEREAS, at their meeting on April 24, 2024, the Downtown Grant Review Board reviewed the project and recommended approval of the award of grant funds to the proposed project that includes removal of siding and awning, window replacement, new signage with electrical work for down cast lighting, and historic brick repairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to United Way of Jasper County as a reimbursement of paid costs in an amount not to exceed \$5,800.00, provided a 1:1 match is met by the grant recipient and the framing on the storefront window and door is dark (oil rubbed bronze or black);

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

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and United Way of Jasper County**

This Agreement made and entered into this _____ day of _____ 2024 by and between the City of Newton, Iowa, hereinafter called "City" and United Way of Jasper County, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 312 1st Avenue West; and

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

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$13,885.00** in grant funds for Façade Removal and Façade Rehabilitation, awning, and signage provided a 1:1 match is met for each program area and new windows shall have dark (black or oil-rubbed bronze) framing.
- 2.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 303 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 3.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.

- 4.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses and upon all conditions specified in #1 of this agreement are met.

Applicant:

Dusty Clements

Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report

**Item:**

Resolution approving the award of a Downtown Improvement Grant for the building at 209-211 North 2nd Avenue West

Summary:

Downtown improvement grant for the facade of 209-211 North 2nd Avenue West

Financial Impact:

\$26,000 of bonded funds for improvement grants

Report Number: 2024-403

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Existing Conditions Photo, courtesy Google Street View

The applicant proposes a facade improvement project which includes the following work:

- Removal of existing storefront windows and doors for both storefronts (209 and 211).
- Replacement of commercial windows and doors with black/dark framing.
- Removal of non-historic facade material (including upper level vinyl) and installation of a new EFIS (Exterior Insulation & Finish System) in sandpebble color on all sides.

The subject property is considered a non-contributing structure to the Newton Downtown Historic District. The building does not bear sufficient historic integrity because of past remodel projects.

The historic district design guidelines do not recommend installing an EFIS facade on buildings with historic integrity. As proposed, a fares new EFIS facade will be an improvement over the current mixed facade materials on the building. This is not considered an issue of non-compliance with the historic district design guidelines because the building is non-contributing. An EFIS system, once installed, has a look similar to stucco. The building owner will be using the same contractor that completed the facade on the building at 114 East 2nd Street South (across the street from the post-office).

At their meeting on April 24, 2024, the Downtown Grant Review Board recommended approval of a grant not to exceed \$26,000.00 for the project with the following conditions to be met by the applicant:

- New window and door farming shall be dark color (black or oil rubbed bronze).
- An inspection of the underlying building condition shall be performed by the City after existing facade removal and prior to installation of the EFIS material. (This is to ensure the City's investment is going on a sound building.)
- A 1:1 match is met by the applicant

All Downtown Improvement Grants are a reimbursement grant, following completion of the project and confirmation conditions of the grant have been met.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE AWARD OF A
DOWNTOWN IMPROVEMENT GRANT FOR THE BUILDING AT
209-211 NORTH 2ND AVENUE WEST**

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

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

WHEREAS, Dusty Clements, Clements Law, has requested funding in the Façade Removal and Façade Rehabilitation Program Areas for the building at 209-211 North 2nd Avenue West; and

WHEREAS, at their meeting on April 24, 2024, the Downtown Grant Review Board reviewed the project and recommended approval of the award of grant funds to the proposed project that includes new storefront windows and doors, removal of non-historic façade, and installation of new EFIS façade treatment;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Dusty Clements, as a reimbursement of paid costs in an amount not to exceed \$26,000, provided a 1:1 match is met by the grant recipient, the framing on the storefront windows and doors is dark (oil rubbed bronze or black), and that the building is inspected after removal of non-historic façade and prior to installation of EFIS system;

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

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

ATTEST: _____
Evelyn George, Mayor

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Dusty Clements**

This Agreement made and entered into this _____ day of _____ 2024 by and between the City of Newton, Iowa, hereinafter called "City" and Dusty Clements, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 209-211 North 2nd Avenue West; and

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

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$26,000.00** in grant funds for Façade Removal and Façade Rehabilitation provided a 1:1 match is met for each program area, new windows and doors shall have dark (black or oil-rubbed bronze) framing, and an inspection is completed by the City of Newton on the building to verify integrity after existing façade is removed and prior to installation of new EFIS system.
- 2.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 303 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 3.) Required building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required.

- 4.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses and upon all conditions specified in #1 of this agreement are met.

Applicant:

Dusty Clements

Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report

**Item:**

Resolution amending the Newton Downtown Improvement Program to add an additional program area for "Parking Lot Improvements"

Summary:

A new program area to be added to the Downtown Grant Improvement Program to support parking lot improvements.

Financial Impact:

None at this time, program amendment

Report Number: 2024-413

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The purpose of the Newton Downtown Improvement Grant program is to assist property and business owners with building improvements that will enhance the downtown experience and community aesthetics while preserving the historic character of the buildings.

To date, the Downtown Improvement Grant Program, along with other City incentives and support by the Main Street Program, has spurred over \$10 million in building investments in Newton's Historic District.

While there are not many privately owned parking areas in the Newton Historic District, several do exist. Providing a tool to help property owners improve their parking areas not only helps with curb appeal, but it improves resident and citizen experience in the downtown. There are approximately 18 privately owned parking areas within the Downtown Improvement Eligibility Boundary.

At their meeting on April 24, 2024, the Downtown Grant Review Board reviewed and unanimously recommended approval of the addition of the "Parking Lot Improvements" category as possible grant opportunity through the Downtown Improvement Grant Program. The Board recommended that projects receiving funding be reviewed by the City Engineer to ensure that underlying issues with the pavement are being addressed as part of the project.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION AMENDING THE NEWTON DOWNTOWN
IMPROVEMENT PROGRAM TO ADD AN ADDITIONAL PROGRAM
AREA FOR “PARKING LOT IMPROVEMENTS”**

WHEREAS, *Newton’s Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, improvements to privately owned parking lots have been identified as method to continue to enhance Newton’s Historic District by improving the aesthetics of the parking areas and increasing the functionality of private parking areas for residents and visitors,

WHEREAS, at their meeting on April 24, 2024, the Newton Downtown Grant Review Board reviewed, discussed, and unanimously recommended approval of new language which creates the new parking lot program area for the Downtown Improvement Grant Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Program is amended to establish the “Parking Lot Improvements” program area as found in Attachment A.

PASSED this _____ day of May, 2024

APPROVED this _____ day of May, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Newton Downtown Improvement Grant

Purpose: To assist property and business owners with building improvements that will enhance the downtown experience and community aesthetics while preserving the historic character of the buildings.

Eligibility: All commercial buildings, storefronts, and/or businesses in the Newton Downtown Historic District are eligible. The applicant must demonstrate ownership of the building or obtain written permission from the building owner.

All projects must meet the recommendations specified within the Downtown Historic District Design Guidelines as approved by the Newton City Council.

Program Activities:

- Sign or Sign Removal: Maximum award amount is \$750. A property or business may receive one award for sign removal and one award for new sign installation.
- Non-historic Façade Removal: Maximum award amount is \$2,000. A property or business may receive one award for non-historic façade removal.
- Façade Rehabilitation: Maximum award amount is \$5,000. May receive one award per street or alley façade. (Maximum \$20,000)
- Painting or Paint Removal: Maximum award amount is \$1,500. A property or business may receive one award for paint removal and one award for painting.
- New Awning or Awning Removal: Maximum award amount is \$2,500. A property or business may receive one award for awning removal and one award for new awning.
- Restaurant Improvements: Maximum award \$25,000. A property or business may receive one award for equipment to support the conversion of a historic building into a restaurant. Eligible expenses include equipment that is considered semi-permanent to the building such as hood and ventilation systems, fire suppression, grease interceptors. May receive one award per business address.
- Parking Lot Improvements: Maximum Award \$10,000. A property or business may receive one award for comprehensive parking lot repairs and improvements which result in improved aesthetics, repair underlying condition deficiencies, and improve the functionality of a parking lot. The Newton City Engineer shall review and approve

parking lot improvement plans as part of the approval process. Parking lots repairs which receive grant funding shall be required to establish a dumpster enclosure as a condition of funding for this program area.

- Professional Design Services fees: Architectural and/or Engineering Services fees up to a maximum award of \$3,750. A property or business may receive one award for professional design services fees.

Match Required: 1:1 for all program areas, Permit fees are not an eligible expense.

Application Process: Applicants must submit the Downtown District Grant Program Application and all required items stipulated within the Application Submittal Checklist. Applicants are strongly encouraged to schedule a consultation with the Main Street Iowa Design Specialists (this is a free service) prior to submitting an application. The Main Street Design Specialists can produce renderings that can be used in the application.

Review Process: A Downtown Grant Review Board will review the application against the program criteria. The Review Board will provide Newton City Council with a recommendation to Approve, Deny, or Approve with Conditions. The Application and Review Board's recommendation will be forwarded to Newton City Council for final decision. There is no appeal process. However, an applicant may resubmit an application an unlimited number of times.

Review Criteria: The Downtown Grant Review Board will use the following criteria in making their recommendation on grant awards.

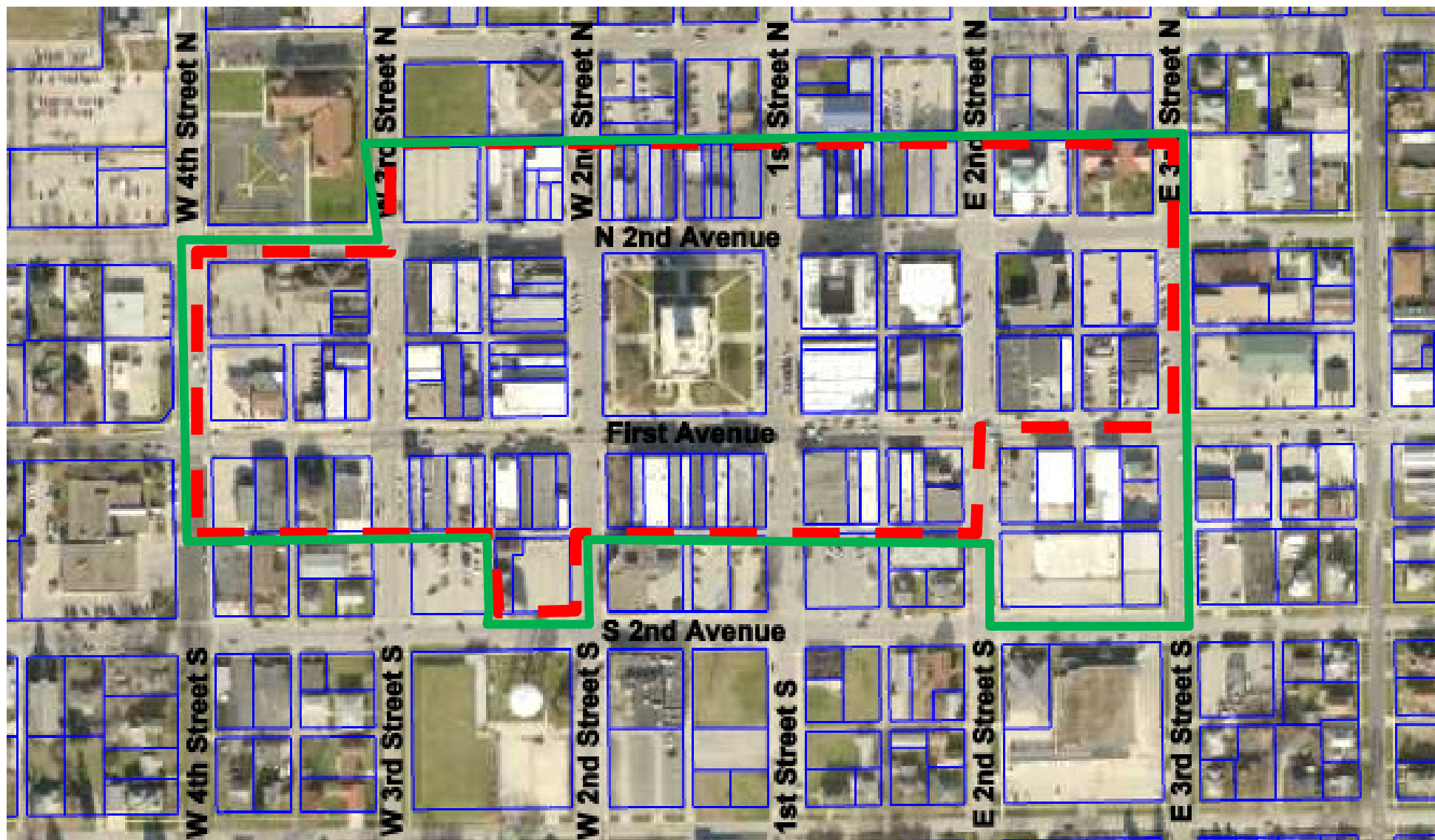
- Compliance with the Downtown Historic District Design Guidelines
- Finding of no adverse impact on the historic character of the building (In certain cases, the Design Review Board may refer to and incorporate into the review process, National Park Service Historic Preservation Briefs)

If you are considering applying for grant funds, please contact the Newton Main Street office or the City of Newton Community Development office early on in your project planning process.

City of Newton Community Development
Erin Chambers
303 W 4th Street North, Suite 501
Newton, Iowa 50208
641-792-6622
erinc@newtongov.org

Newton Main Street
Erin Yeager
303 W 4th Street North, Suite 509
Newton, Iowa 50208
641-791-9617
newtonmainstreet@gmail.com

Downtown Improvement & Housing Grants
Eligibility District



— = Downtown Grants District

- - - = Historic District

City of Newton Council Report

**Item:**

Resolution approving City of Newton purchase of 1010 East 8th Street North, Nnewton, for the D&D program

Summary:

Acquisitino of dilapidated property through direct purchase.

Financial Impact:

\$25,000.00 of D&D funds

Report Number: 2024-441

Date:

May 6, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Since 2014, the City has aggressively addressed dilapidated property in the 1000 Block of East 8th Street North and East 9th Street North. One dilapidated home remains to be addressed. The City now has an opportunity to purchase the home at 1010 East 8th Street North for \$25,000.00. This is 59% of the assessed value of the property per the Jasper County Assessor's Office. The assessed value is \$42,190.00. This purchase price is consistent with other past acquisitions the City has made through the program. Roughly \$110,000 of D&D funds are available at this time.

Additionally, through the negotiations for this property, the City has also received assurance from the seller that the issues with 1008 East 8th Street North will be resolved, and a corrected deed for that property will be provided to the City of Newton upon approval of this purchase agreement (See Item #25 of the agreement.)

Once the City owns the property, staff will begin actively marketing it to private parties. Initially, the goal would be sell the property as is, requesting a private entity tear the building down. Staff believes this can be accomplished. Any sale of property owned by the City is required to step through an offering and public hearing process.



1010 East 8th Street North, Photo Credit Google Street View

Recommendation:

Staff recommends approval

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

Matt Muckler, City Administrator

RESOLUTION APPROVING CITY OF NEWTON PURCHASE OF 1010 EAST 8TH STREET NORTH, NEWTON, FOR THE D&D PROGRAM

WHEREAS, the property located at:
1010 East 8th Street North legally described as: THE NORTH TWENTY-TWO FEET OF LOT 8 AND THE SOUTH TWENTY-TWO FEET OF LOT 9, ALL IN BLOCK FOUR, IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AND THE WEST ONE-HALF OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE EAST OF THE NORTH TWENTY-TWO FEET OF LOT 8 AND THE SOUTH TWENTY-TWO FEET OF LOT 9, ALL IN BLOCK FOUR, IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA; align with the goals of the Newton D&D program for acquisition and demolition;

WHEREAS, Home Key LC, has agreed to sell the properties to the City of Newton for a total amount of \$25,000.00 (Twenty-Five Thousand Dollars and No Cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 1010 East 8th Street North is hereby approved; and

Section 2: That the Mayor is authorized to sign the purchase agreements for said property.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



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

To: Home Key LC *aka Donna Jo Smith and Ken Smith* (herein designated as "Seller")

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 1010 East 8th Street North known as the Kori Cunningham property in the City of Newton, Jasper County, Iowa, described as follows:

THE NORTH TWENTY-TWO FEET OF LOT 8 AND THE SOUTH TWENTY-TWO FEET OF LOT 9, ALL
IN BLOCK FOUR, IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY,
IOWA

and

THE WEST ONE-HALF OF THE NORTH-SOUTH ALLEY ADJACENT AND TO THE EAST OF THE
NORTH TWENTY-TWO FEET OF LOT 8 AND THE SOUTH TWENTY-TWO FEET OF LOT 9, ALL IN
BLOCK FOUR, IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA

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

1. **PURCHASE PRICE.** City offers to buy said property for the total price of **Twenty-Five Thousand Dollars and 00/100 (\$25,000.00)**, payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 13 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 20 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** Sellers shall pay all regular real estate taxes to the date of closing.

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

4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the property within 20 days following final approval of this offer by the City Council and delivery to the City by the Seller a continued abstract of title showing free and merchantable title. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and liability insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** (a) This property is being acquired by the City for demolition. The Seller retains the right to salvage materials until transfer of title to the City.

8. **STATUS QUO MAINTAINED.** Said real estate is being acquired by the City for demolition. The Seller shall not compromise the structural integrity of the buildings by their salvage operations. The Seller shall keep the buildings secured against entry until the time possession is given to the City.

9. **ENVIRONMENTAL MATTERS.** (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. Sellers warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here:

10. **ABSTRACT AND TITLE.** Seller shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to City for examination. The abstract shall become the property of the City when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Seller shall pay costs of additional abstracting and/or title work due to act or omission of seller, including transfers or death of Seller or assigns.

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

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

13. APPLICATION OF PROCEEDS. It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if any, of other parties; abstracting; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.

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

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

16. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.

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

18. EXECUTION. This offer to be accepted or rejected within ten (10) days from the date of this offer after which this offer shall be null and void.

19. REPRESENTATIONS. This document represents the entire agreement of both parties and can only be amended by a writing signed by both parties.

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

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

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

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

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

25. IT IS FURTHER AGREED. After approval of this offer by resolution of the Newton City Council and the mayor's signature is entered upon this agreement; (a.) the seller shall immediately present the signed deed for the Lot 1008 East 8th Street North prepared by the City's Attorney, Brick Gentry P.C., to the City of Newton. (b.) Immediately upon receipt of the signed deed to Lot 1008 East 8th Street North the City of Newton shall terminate the lawsuit against the owners.

DATE OF OFFER: April 22, 2024 Negotiator For City

Melvin Duncan

CITY OF NEWTON, IOWA

By

Mayor

Date

The foregoing offer is accepted this 23rd day of April, 2024

Home Key L.C.

Seller

Corporate ID Number / Social Security Number

by: Donna Jo Smith, mgr.

Seller's Spouse

Donna Jo Smith (manager)

Social Security Number

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING SALARY INCREASE FOR
CITY ADMINISTRATOR**

WHEREAS, the City Council met on May 6, 2024 to discuss the City Administrator’s annual review; and

WHEREAS, the City Council has determined a _____% salary increase in lieu of the July 1, 2024 cost of living increase for the City Administrator from a present base salary of \$146,764 to _____ retroactive to the anniversary date of March 27, 2024; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that a salary increase for the City Administrator of _____%, as set forth above, is approved, effective March 27, 2024.

PASSED this _____ day of May 2024.

APPROVED this _____ day of May 2024.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk