



Newton City Council Agenda

May 20, 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 Public Works Week May 19–25, 2024

Presentation

3. Newton Public Library Programming Update, Phyllis Peter, Youth Services Librarian

Citizen Participation

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

Consent Agenda

5. May 6, 2024 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: GIT-N-GO CONVENIENCE STORE #14- LG0000558, 801 1ST AVE W, Class B Retail Alcohol License
7. Approve 2024 - 2025 Cigarette/Tobacco/Nicotine/Vapor License for Fareway, 120 N 3rd Ave E; Hy-Vee Iowa Speedway #1, 3333 Rusty Wallace Dr; Hy-Vee Iowa Speedway #2, 3333 Rusty Wallace Dr; Love's Travel Stop #361, 4400 S 222nd Ave E; Newton Convenience LLC/World Liquor & Tobacco + Vapors, 702 1st Ave E; Newton Gas LLC/World to Go, 403 1st Ave E; and Raceway 80, 4300 S 22nd Ave E.
8. Designate June 3, 2024 as a public hearing date for the 3rd Budget Amendment Fiscal year 2023-24
9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-04)
10. Resolution approving a Civil Engineering Services Agreement for the Westwood Clubhouse Building Project.

11. Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.
12. Resolution approving household hazardous waste service agreement with Metro Waste Authority.
13. Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Improvement Project.
14. Resolution correcting the low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton
15. Resolution authorizing the filing of a 657A petition for abandoned building for 601 East 13th Street North, Newton
16. Resolution Approving a One Year Extension to the Contract for Auditing Services and Preparation of Annual Financial Statements for Year Ending June 30, 2024
17. Resolution Approving a Property Tax Rebate for the CRH Properties LLC Property Located at 117 1st Ave W Within the North Central Urban Renewal Area
18. Resolution Approving a Property Tax Rebate for the Best Midwest Properties LLC Property Located at 109 1st Ave W Within the North Central Urban Renewal Area
19. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area
20. Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area
21. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area
22. Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with The Circle Development, LLC, Including Annual Appropriation Tax Increment Payments
23. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Pavement Rehabilitation Project.
24. Approve Bills

Ordinance

25. Second 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
 - 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.

26. Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 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
27. Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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
28. Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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
 - During the first reading of the ordinance on May 6, 2024, City Council amended the proposed ordinance to restrict parking on the west side instead of the east side.

Resolution

29. Resolution selecting Veenstra & Kim, Inc. to serve as the building inspection service for the City of Newton
 - The long-time City Building Official will retire on May 28, 2024.

- A Request for Qualifications was issued by the City for Building Inspection Services and two firms responded.
- Following a careful review of the proposals, staff recommends selecting Veenstra & Kim, Inc. to provide Building Inspection Services to the City.

30. Resolution selecting Bing Bang as agency of record for Marketing & Advertising Agency Services.

- Bing Bang of Waukee, Iowa is a marketing and advertising agency known for their expertise in storytelling, economic development, and community building.
- The attached resolution selects Bing Bang as the City's agency of record for Marketing and Advertising services.
- The financial impact is \$45,820 from FY24 budget and a retainer of \$3,825 per month in FY25 to provide ongoing strategy, planning and reporting, as well as over 30 new pieces of content including eight two-minute videos, a long-form video, a dedicated campaign website, 16 social media deliverables, and six 30-second videos.

31. Resolution approving D&D 2.0 Demo Grant for 901 North 8th Avenue East in Newton

- The property at 901 North 8th Avenue East is dilapidated and has been a problem property with nuisances.
- The property owner has made an application to the City's D&D 2.0 Demolition Grant Program for assistance.
- The grant provides up to \$20,000.00 as a reimbursement of paid costs.

32. Resolution authorizing the submission of an application to the Iowa Airport Improvement Program and certifying eligibility requirements.

- Included in FFY 2025 of the City's Five-Year Airport Improvement Program is a project to construct additional apron space at the Newton Airport.
- Due to consistent air traffic growth each year during events at the Iowa Speedway and considering anticipated future development in the area, additional apron space is needed to capture as much of this traffic locally as possible.
- The request to the state for the proposed project is in the amount of \$400,000, which would be an 85%-15% reimbursable grant, so the City's local match would be \$60,000. This action does not commit the City to this match at this time.

33. Resolution awarding contract for the Maytag Park Mini-Pitch PCC Pad Project

- Local citizens and Kick it Forward have been working on raising funds to install a mini-pitch court in Maytag Park. A new concrete pad was proposed to provide a defect-free surface meeting the suggested specifications for a mini-pitch court.
- Constructing a new concrete pad would also allow a specific location to be chosen that would not interfere with existing park amenities.
- The engineer's estimate was \$58,731.00. The apparent low bidder is A&A Concrete, LLC of Marshalltown, Iowa, with a bid of \$40,222.50. The project completion date is July 31, 2024. Project costs are to be paid using 2024A Bond Funds.

Discussion

34. Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 159 Commercial Business/Property Code
35. Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 150.008 Downtown Historic District Design Guidelines

Mayor/Council Comments

36. Mayor and Council Comments

Adjourn

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

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PROCLAMATION

National Public Works Week Proclamation

May 19 – 25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Newton; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Newton to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Evelyn George, Mayor, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at Newton, Iowa, this 20th day of May 2024.



Evelyn George, Mayor

NEWTON CITY COUNCIL MEETING MINUTES
MAY 6, 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, Wade, Dalton (via telephone), Hallam, Simbro, Ervin. Absent: None.

Proclamation

Mayor George proclaimed the following:

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
Rogers and Brandon Bingham presented the proposed marketing plan with Bing Bang.
8. Newton Municipal Airport Update, Ethan Nasalroad, President, Johnson Aviation
Nasalroad presented his annual update on the past year events and status of the airport.

Citizen Participation

9. Colfax Police Chief, Jeremy Burdess, spoke regarding his run for Jasper County Sheriff.

Consent Agenda

Moved by Ervin, seconded by Wade to approve consent agenda items 10-30. AYES: Six. NAYS: None. Consent Agenda was adopted.

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
Resolution 2024-137 adopted.
15. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-04)
Resolution 2024-138 adopted.
16. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-03)
Resolution 2024-139 adopted.
17. Resolution Approving the replacement of Newton Union Cemetery Dirt Shed
Resolution 2024-140 adopted.
18. Resolution approving the private sale and transfer of ownership of 1400 East 6th Street South
Resolution 2024-141 adopted.
19. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC
Resolution 2024-142 adopted.

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
Resolution 2024-143 adopted.
21. Resolution approving reduced prices on Maytag Pool single-day admissions for June 8, 2024
Resolution 2024-137 adopted.
22. Resolution authorizing the purchase of pre-season salt for snow and ice control.
Resolution 2024-145 adopted.
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).
Resolution 2024-146 adopted.
24. Resolution authorizing the purchase of a cab and chassis truck with a dump box for Water Distribution
Resolution 2024-147 adopted.
25. Resolution accepting completion of the WPC 1st ST N aerial sewer crossing repair project
Resolution 2024-148 adopted.
26. Resolution authorizing the purchase of a stand-on skid steer for Water Pollution Control
Resolution 2024-149 adopted.
27. Resolution Approving a Property Tax Rebate for the Jasper Point Plaza, LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2024-150 adopted.
28. Resolution Authorizing Approval of an Addendum to the Ambulance Restocking Agreement with MercyOne Medical Center-Newton.
Resolution 2024-151 adopted.
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.
Resolution 2024-152 adopted.
30. Approve Bills

Public Hearing

31. Public Hearing on a resolution adopting the FY25 through FY29 Capital Improvement Plan (CIP)
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. Due to the changes in legislature this item will come back before the council at a later date. There were no written comments. Moved by Mills, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
32. Public Hearing on Resolution Approving the Second Budget Amendment for Fiscal Year 2023-2024
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 Wade, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
33. Resolution Approving the Second Budget Amendment for Fiscal Year 2023-2024
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-153 adopted.
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
Mayor George stated that this is the time and place for a Public Hearing on the above Ordinance. There were no written comments. Moved by Wade, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
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
Moved by Simbro, seconded by Mills to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

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
Moved by Hallam, seconded by Simbro to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

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
Moved by Simbro, seconded by Ervin to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.
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
Moved by Hallam, seconded by Wade to approve the first consideration of the Ordinance. Discussion ensued over no parking should be on the east or west side of the street. It was moved by Dalton, seconded by Ervin to amend the ordinance specifying no parking on the west side of the street. AYES: Four. NAYS: Mills, Wade. Motion passed. To approve the first consideration of the amended ordinance: AYES: Five. NAYS: Mills. First Consideration of the amended Ordinance was approved.

Resolution

39. Resolution awarding the Westwood Clubhouse Site Design Grading Project
Moved by Mills, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-154 adopted.
40. Resolution approving the location of the mini-pitch soccer court and the donation agreement with Kick It Forward
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-155 adopted.
41. Resolution approving a low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton
Moved by Simbro, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-156 adopted.
42. Resolution approving the Award of a downtown improvement grant for 110 1st Avenue East
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-157 adopted.
43. Resolution approving United Way of Jasper County Downtown Improvement Grant
Moved by Ervin, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-158 adopted.
44. Resolution approving the award of a Downtown Improvement Grant for the building at 209-211 North 2nd Avenue West
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-159 adopted.
45. Resolution amending the Newton Downtown Improvement Program to add an additional program area for "Parking Lot Improvements"
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Five. NAYS: Mills. Resolution 2024-160 adopted.
46. Resolution approving City of Newton purchase of 1010 East 8th Street North, Nnewton, for the D&D program
Moved by Wade, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-161 adopted.

Mayor/Council Comments

47. Mayor and Council Comments
Mayor George announced that Newton has been selected by Channel 13 as an RV TV spot on Friday, September 6th for the Home Football game. Newton will set up as a tailgate party. Councilmen Ervin and Mayor George met with the Iowa Speedway about "Throttle Up Thursday", June 13th. Race fans are invited downtown for a fun event. Indy has announced a Free Family Friday on July 12, for families to come to the speedway. Hallam announced that World To Go is inviting everyone to come to their second grand opening on Wednesday at noon where they will be serving their Krispy Krunchy Chicken.

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 At 7:53 P.M., it was moved by Wade, seconded by Ervin to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

49. Return to Open Session
Council returned to open session at 9:17 P.M. with all members present.
50. Resolution approving salary increase for the City Administrator
Moved by Mills, seconded by Ervin to adopt the Resolution to include a 4% salary increase. AYES: Six. NAYS: None. Resolution 2024-162 adopted.

Adjourn

Moved by Wade, seconded by Hallam to adjourn the meeting at 9:18 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-04)

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: \$2,192.57

Report Number: 2024-464

Date:

May 20, 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 \$2,192.57.

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 24-04).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-04)**

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. 24-04 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-04, 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 24-04: 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 approving a Civil Engineering Services Agreement for the Westwood Clubhouse Building Project.

Summary:

Approve agreement with Bolton & Menk for civil design work on the project.

Financial Impact:

\$13,900 to be paid from the bond funds to be secured with the recent passage of the park bond referendum.

Report Number: 2024-465**Date:**

May 20, 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. In conjunction with the architectural redesign of the proposed clubhouse, civil engineering plans need to be revised. Staff sought a proposal from the City's engineering consultant, Bolton & Menk, to complete these tasks.

This resolution seeks approval on an Engineering Services Agreement (ESA) from Bolton and Menk needed to design the project. Tasks included in this ESA include:

- Digital site plan for walkways and outdoor space design
- Location of exterior site lighting
- Open air shelter design coordination
- Design meetings and deliverables

Recommendation:

City staff recommends approval of the \$13,900 Engineering Services Agreement with Bolton & Menk for the Westwood Clubhouse Building Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A CIVIL ENGINEERING SERVICES
AGREEMENT FOR THE WESTWOOD PROJECT

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

WHEREAS, in conjunction with the architectural redesign of the proposed clubhouse, civil engineering plans need to be revised; and

WHEREAS, Staff sought a proposal from the City’s engineering consultant, Bolton and Menk, to complete these tasks; and

WHEREAS, this resolution seeks approval on an Engineering Services Agreement (ESA) from Bolton and Menk needed to design the project; and

WHEREAS, tasks included in this engineering services agreement include:

- Digital site plan for walkways and outdoor space design
- Location of exterior site lighting
- Open air shelter design coordination
- Design meetings and deliverables

; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$13,9.00 Engineering Services Agreement with Bolton & Menk on the Westwood Clubhouse Building Project is hereby approved; with the costs to be paid from the bond funds to be secured with the recent passage of the park bond referendum.

BE IT FURTHER RESOLVED, that said Engineering Services Agreement be signed by the Mayor 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

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
430 East Grand Avenue, Suite 101
Des Moines, IA 50309
Ph. (515) 259-9190 Fax (515) 233-4430
(hereinafter referred to as BMI)
and

Date of Agreement: 3/20/2023

Agreement Number:

(BMI Project Number)

Project Location: Newton, IA

Client

Name: City of Newton

Address: 101 West 4th Street S

Address: _____

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

☐ Agent or Person Ordering Services and/or ☐ Billing Address (if different)

Agent or Person Ordering Services: Joe Grife, Public Works Director

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Design: \$13,900

as per the 2024 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the Westwood Clubhouse 2.0 project.

Special Conditions

The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Newton dated March 18, 2024, and approved by the Newton City Council on March 18, 2024, unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.



Matthew Ferrier, PE, Principal Engineer

4/03/2024

Date

Accepted by: City of Newton, Iowa

Evelyn George, Mayor

Da



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: [515] 259-9190
Fax: [515] 233-4430
Bolton-Menk.com

SCOPE OF SERVICES
WESTWOOD CLUBHOUSE SITE DESIGN 2.0
CITY OF NEWTON, IOWA
APRIL 8, 2024

The following scope of services include the site coordination, design, and site construction services for the Westwood Clubhouse Site Design in Newton, Iowa as identified on project extents identified below.

TASK 1: VALUE ENGINEERING DESIGN DEVELOPMENT | COSTING

Design Development scope assumes only minor site revisions based on site-related comments and changes. Major building adjustments or major site revisions driven by city or owner comments after the schematic design process shall be evaluated for additional services at this phase of the design process.

DD for Costing: Based on comments and revisions following Schematic Design, Bolton & Menk will prepare:

- + Digital Site Plan for costing showing access walks for accessibility and stairways, patio amenity space design, conceptual golf cart parking with circulation routes, preliminary stormwater management techniques, preliminary grading plan with FFE, and site utility plans for stormwater, sanitary, and water.
- + Exterior site lighting and electrical power pedestals will be schematically located for costing and coordination. Final location, fixture selection, and photometric plans are not in Bolton & Menk's scope of work and will be per MEP design documentation and specifications.
- + Open air shelter design coordination identifying standard manufacturer options and sizes.
- + One (1) design meeting with ISG and pertinent consultants to coordinate work and review design.
- + Respond to site-related costing questions with memos or design clarifications

Deliverables (Task 1):

Design Development Documents for Costing: Plans and associated details as mentioned above following SUDAS standards and City of Newton standard specifications

- + Electronic drawing files (PDF) to incorporate into architectural drawing package.

TASK 2: FINAL DESIGN | CONSTRUCTION DOCUMENTS

Construction Document scope assumes only minor site revisions based on DD level Costing Exercise. Major building adjustments or major site revisions driven by VE comments shall be considered as additional services at this phase of the design process.

Stormwater Management:

- + Bolton & Menk will coordinate parking lot and building storm water management with City of Newton and Westwood Golf Course to ensure proper management is incorporated into the final design

- + Bolton & Menk will review site stormwater paths and proposed patio space drainage to ensure no negative impact is caused to the adjacent golf course holes 1 and 9.
- + Where possible stormwater sustainable practices will be identified and discussed with the owner for consideration of implementation.

Construction Documents:

- + One (1) site coordination meeting at 50% CD phase to identify any utility conflicts of private utilities existing and/or proposed services.
- + Final signed drawings of plans, specs, and details as mentioned above for construction
- + Bi-weekly design meetings with the ISG team to coordinate work and review design. Assumed bi-weekly meetings during the Construction Documentation phase with a total of two (2) meetings.

Deliverables (Task 2):

Construction Documents: Signed Plans and specifications, as mentioned above. Specifications per SUDAS Specifications and City of Newton Standard Construction Specifications, or as noted on plans

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-2 shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Construction Staking will be available if necessary and can be negotiated at time of construction to match general contractor's needs. Upon proposal submittal for Construction Staking, the proposal will include, but not limited to the following items:

- + Find and verify existing property corners and benchmarks
- + Stake four control points at gridline intersections with offsets as requested for buildings
- + Benchmarks set for finish floor elevation for buildings

Additional services may consist of the following:

- + City site plan predevelopment meeting and Site Plan Submittal Process
- + Certified Survey Map, Title Commitment, or ALTA Survey
- + Deliverables associated with: Architectural plans, Structural plans and calcs, or MEP plans.
- + Details related to architectural elements
- + 3-D illustrations
- + Applying for and/or obtaining permits not specifically noted in the tasks above
- + Environmental clean-up and mitigation measures
- + Retaining wall design
- + Parking lot modifications design
- + Golf course area of play design

SCOPE OF SERVICES FEE PROPOSAL

Task 1 – VE Design Development and Costing	\$4,300
Task 2 – Construction Docs	\$9,600
Total – Bolton & Menk Estimated Fee	\$13,900

Additional services, owner requested re-design and services in excess of stated allowance lump sum design fee will be performed at Bolton & Menk’s standard hourly rates.

City of Newton Council Report

**Item:**

Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.

Summary:

A supplemental agreement is needed with the Iowa DOT for maintenance of Highway 6 through the City.

Financial Impact:

\$22,101.38 to be paid to the City

Report Number: 2024-479

Date:

May 20, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Every five (5) years, the Iowa Department of Transportation (DOT) presents cities with an agreement to maintain and repair primary highways through those cities. The Iowa DOT and the City of Newton entered into a five-year agreement for U.S. Highway 6 (1st Avenue) in 2021, effective from July 1, 2021, through June 30, 2026.

The Iowa DOT has provided the City of Newton a Supplemental Agreement for the 2024-2025 year that indicates the payment that the City will receive based on the State's standard maintenance rates. Per the supplemental agreement, the City of Newton is responsible for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4, and I.C.1 of the 5-year agreement for U.S. Highway 6 within the corporate limits of Newton. The City's responsibilities include pavement maintenance, storm sewer, snow/ice removal, and tree maintenance.

The maintenance payment rate for 2024-2025 will be an annual payment to the City of \$22,101.38.

Each year of the five-year agreement, the Iowa DOT will provide the City of Newton a Supplemental Agreement indicating the City's payment based on the State's standard maintenance rates.

Recommendation:

City staff recommends approval of the 1-year maintenance supplemental agreement with the Iowa DOT for U.S. Highway 6 within the corporate limits of Newton.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING ONE (1) YEAR SUPPLEMENTAL AGREEMENT WITH
THE IOWA DEPARTMENT OF TRANSPORTATION FOR CITY MAINTENANCE OF
U.S. HIGHWAY 6**

WHEREAS, the City of Newton has had an agreement with the Iowa Department of Transportation (DOT) for many years, which identified the responsibilities of the City and the DOT for maintenance of U.S. Highway 6 (1st Avenue) from the west corporate limits to the east corporate limits of the City of Newton; and

WHEREAS, the Iowa DOT is proposing to renew this one (1) year supplemental agreement under the same terms and conditions as described in the five (5) year agreement; and

WHEREAS, the Iowa DOT will provide the City with a Supplemental Agreement each year of the 5-year agreement that will provide the rate of payment to the City of Newton based on lane miles of roadway, and such payment will be \$22,101.38 for this year's agreement.

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 execute the attached Supplemental Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk



KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR
TROY JERMAN, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1
1020 South 4th Street
Ames, IA 50010
515-239-1635
www.iowadot.gov

May 8, 2024

Joe Grife
Public Works Director
1700 N 4th Avenue W
Newton, IA 50208

Subject: Fiscal Year 2025 Supplemental Maintenance Agreement with City of Newton

Dear Joe,

Enclosed is a copy of the proposed Fiscal Year 2025 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2024 and ending June 30, 2025.

The terms of the agreement are the same as last year. The compensation rate has been increased five percent and is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,

Benjamin Adey
District 1 – South Area Engineer

Enclosure

cc: Allison Smyth, IA DOT, District 1
Jeremey Vortherms, IA DOT, District 1
Bob Ellis, IA DOT, District 1
Kathy LaRue, IA DOT, District 1
File



SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Newton, Jasper County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department:

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see attached / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see attached	see attached	see attached	see attached	\$22,101.38

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2024 to June 30, 2025 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Newton
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

Print Name:

Allison Smyth, District 1 Engineer

Date _____

Date _____

Newton								
US 6								
From	To	miles	Total mi	2021 ADT	FY25 lane mile rate	# lanes	Lane miles	
Iowa 14	beg 3 lane	0.030	0.030	7400	\$ 2,315.25	4	0.120	\$ 277.83
beg 3 lane	beg 2 lane	0.090	0.120	7400	\$ 2,315.25	3	0.270	\$ 625.12
beg 2 lane	w of 8th at intersection	0.520	0.640	7400	\$ 2,315.25	2	1.040	\$ 2,407.86
w of 8th at intersection	W 8th Street	0.020	0.660	7400	\$ 2,315.25	3	0.060	\$ 138.92
W 8th Street	west of W.4th	0.280	0.940	6500	\$ 2,315.25	2	0.560	\$ 1,296.54
west of W.4th	W 4th	0.020	0.960	6500	\$ 2,315.25	3	0.060	\$ 138.92
W. 4th	W. 3rd	0.070	1.030	6500	\$ 2,315.25	3	0.210	\$ 486.20
W. 3rd	east of W.3rd at	0.030	1.060	6500	\$ 2,315.25	3	0.090	\$ 208.37
east of W. 3rd at intersection	W. 2nd	0.040	1.100	6500	\$ 2,315.25	2	0.080	\$ 185.22
W.2nd	W.1st Street North	0.060	1.160	7500	\$ 2,315.25	3	0.180	\$ 416.75
W.1st Street North	E 2nd St	0.070	1.230	7800	\$ 2,315.25	2	0.140	\$ 324.14
E 2nd St	East 4th Street	0.140	1.370	7800	\$ 2,315.25	3	0.420	\$ 972.41
East 4th Street	w of E 14th	0.740	2.110	8900	\$ 2,315.25	3	2.220	\$ 5,139.86
w of E 14th	East 14th	0.020	2.130	8900	\$ 2,315.25	4	0.080	\$ 185.22
East 14th	East 17th Street	0.120	2.250	8900	\$ 2,315.25	4	0.480	\$ 1,111.32
East 17th Street	East 23rd Street	0.451	2.701	9000	\$ 2,315.25	4	1.804	\$ 4,176.71
East 23rd Street	East 28th Street	0.253	2.954	7900	\$ 2,315.25	4	1.012	\$ 2,343.03
East 28th Street	East 31st Street/	0.180	3.134	7900	\$ 2,315.25	4	0.720	\$ 1,666.98
	also Speedway Drive							\$ 22,101.38

City of Newton Council Report

**Item:**

Resolution approving household hazardous waste service agreement with Metro Waste Authority.

Summary:

Approve a 3-year agreement with Metro Waste Authority for hazardous household waste disposal services.

Financial Impact:

\$36,527.22 annually from the Landfill Enterprise Fund.

Report Number: 2024-480

Date:

May 20, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Metro Waste Authority provides household hazardous waste collection disposal services to a multi-county area, including Jasper County, and the existing three-year contract with Metro Waste Authority will expire on June 30, 2024. Metro Waste Authority has provided an agreement to provide hazardous household waste collection disposal services for the Newton Sanitary Landfill for the next three years.

Metro Waste Authority has established an annual fee of \$36,527.22 (based on an annual per capita cost of \$1.02) to collect household hazardous wastes for the population served by the Newton Sanitary Landfill.

Recommendation:

City staff recommends approving the resolution and authorizes the Mayor and City Clerk to execute the attached Household Hazardous Waste Service Agreement with Metro Waste Authority. The cost of the services provided in this contract will be funded by the Landfill Operating Budget.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING HOUSEHOLD HAZARDOUS WASTE
SERVICE AGREEMENT WITH METRO WASTE AUTHORITY

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

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

WHEREAS, the existing three-year contract with Metro Waste Authority will expire on June 30, 2024; and

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

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

WHEREAS, Metro Waste Authority has established an annual fee of \$36,527.22 (based on an annual per capita cost of \$1.02) to collect household hazardous wastes for the population served by the Newton Sanitary Landfill; 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 and City Clerk to execute the attached Household Hazardous Waste Service Agreement with Metro Waste Authority. The cost of the services provided in this contract will be funded by the Landfill Operating Budget.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

This Agreement made this first (1) day of July 2024, by and between the Newton Sanitary Landfill, hereinafter referred to as “Customer”, and Metro Waste Authority, hereinafter referred to as “MWA”, an intergovernmental agency formed pursuant to chapter 28E of the Code of Iowa, with its principal office at 300 East Locust St., Des Moines, Iowa.

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

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

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

Terms

Section I Definitions

The following definitions shall apply to this Agreement:

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

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

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

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

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

Section II Purpose

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

Section III Effective Date

- A. Term: This Agreement shall become effective on July 1, 2024, and terminates at midnight on June 30, 2027.
- B. Renewal: This Agreement shall automatically renew for successive terms of one (1) year each, provided that this Agreement has not been terminated under Section III(C) herein or unless Customer gives Notice of Non-Renewal of Agreement no greater than sixty (60) days and no less than thirty (30) days prior to the end of the initial term or any subsequent additional one (1) year term of the Agreement. Such Notice of Non-Renewal of Agreement shall not relieve either party from those liabilities or costs already incurred pursuant to this Agreement.
- C. Termination: This Agreement may be terminated as follows:
 - 1. 1. Customer shall have the option to terminate this Agreement at any time for "Cause". "Cause" is defined as any breach by MWA of any provision or provisions of this Agreement. Customer shall exercise its option to terminate this Agreement for "Cause" under this provision providing written notice of the intent to terminate this Agreement setting forth therein the reason or reasons for such termination. MWA shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice or at such reasonable time thereafter if the cause for termination cannot practicably be remedied within this ten (10) day period and MWA is working diligently to remedy the cause. If MWA shall fail to remedy such cause within the appropriate time frame set forth in this Paragraph, this Agreement shall terminate. Upon termination under this provision, MWA shall be entitled to payment for all work performed to date

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

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

Section IV HHW Collections Services

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

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

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

Section V Responsibilities of MWA

- A. MWA Responsibilities: MWA shall provide:

For Mobile Collections events:

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

For Satellite Site:

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

Section VI Responsibilities of Customer

A. Customer Responsibilities: Customer shall provide:

For Mobile Collections events:

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

For Satellite Sites:

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

Section VII Costs

- A. Per Capita Costs: Customer shall pay MWA an annual per capita fee based on its total population as established by the United States Census Bureau or, if not available, similar governmental agency. For the first year of this Agreement, the annual per capita cost shall be \$1.02. For each subsequent year of this Agreement, the annual per capita cost shall increase by the same percentage as any over-the-year

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

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

Section VIII Hold Harmless and Indemnification-Mutual

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

Section X Ownership – Satellite Building

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

Section XI Insurance

- A. Mobile Collections: Customer shall provide general liability insurance coverage to protect itself and MWA against any liability which could result from the operation or acceptance, storage, processing or shipment of materials at a Mobile Collections event. This insurance policy shall also cover the truck, trailer, and the site at which the Mobile Collections event(s) will be held. Prior to July 1, 2024, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.
- B. Satellite Site: Customer shall provide sufficient insurance coverage to protect itself and MWA against any liability which could result from any property damage, injury or liability arising out of the operation or existence of the Satellite Site. Prior to July 1, 2024, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.

Section XII Compliance with Laws

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

Section XIII Cooperation

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

Section XIV Legal Jurisdiction

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

As to Metro Waste Authority

Michael McCoy Date
Executive Director

As to the Customer

By: Date

Attachment A

**Metro Waste Authority
Mobile Collection Program
Costs to Local Government**

2024

City/County	Population*	Per Capita Fee	HHW Program Fee	Quarterly Payments**
-------------	-------------	-------------------	--------------------	-------------------------

Newton Sanitary Landfill	35,811	\$1.02	\$36,527.22	\$9,131.81
Jasper County	37,813			
excluding				
Prairie City	1700			
Mingo	302			

*Population based on current information obtained at the U.S. Census Bureau.

**Quarterly payments due January 1, April 1, July 1, October 1.

City of Newton Council Report

**Item:**

Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Improvement Project.

Summary:

This resolution awards a contract for work to improve stormwater discharge infrastructure.

Financial Impact:

\$13,022.24 to be paid using the stormwater fund.

Report Number: 2024-466**Date:**

May 20, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

In late 2017, construction was completed on the Fairmeadows North Plat 8 subdivision in northeast Newton. As part of that plat, an overland stormwater easement was included that allowed stormwater to cross the backyards of the platted lots. This stormwater included not only the runoff from the new lots in Plat 8 but also public stormwater discharge from the neighboring Plat 7 created in the early 2000s.

Following the review of numerous issues raised by the residents in Plat 8, staff prepared plans to reroute the stormwater discharge from Plat 7 into Agnes Patterson Park in 2022. After construction, citizens expressed safety concerns about the open trench drain design, functionality, and appearance. This project would replace the trench drain with an HDPE pipe buried under the ground. Grading the surrounding terrain is also included in this project.

The Public Works Department sought bids from numerous contractors in central Iowa. The following top three bids were received on April 11, 2024:

Lanphier Excavating – Reasnor, IA	\$13,022.24
JC Midwest Services- Van Meter, IA	\$21,269.50
Jasper Construction Services – Newton, IA	\$21,829.50

If the Council chooses not to award the project, the stormwater discharge will continue as it is crossing citizens' properties in the platted stormwater easement.

The engineer's estimate was \$18,831.69. The apparent low bidder is Lanphier Excavating of Reasnor, Iowa. The project completion date is July 30, 2024. Project costs are to be paid using the stormwater fund.

Recommendation:

City Staff recommends that Council award a contract to Lanphier Excavating of Reasnor, Iowa, for \$13,022.24

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION AWARDING CONTRACT FOR THE FAIRMEADOWS NORTH PLAT 7
STORM SEWER RELOCATION PROJECT

WHEREAS, in late 2017, construction was completed on the Fairmeadows North Plat 8 subdivision in northeast Newton; and

WHEREAS, this stormwater included not only the runoff from the new lots in Plat 8 but also public stormwater discharge from the neighboring Plat 7 created in the early 2000's; and

WHEREAS, following the review of numerous issues raised by the residents in Plat 8, staff prepared plans and awarded a project to reroute the stormwater discharge from Plat 7 into Agnes Patterson Park in 2022; and

WHEREAS, after constructed, citizens expressed safety concerns about the open trench drain design, functionality, and appearance; and

WHEREAS, plans were developed to bury the storm flow in pipe; and

WHEREAS, public works staff prepared a bid package for said work and sought bids from numerous contractors in central Iowa; and

WHEREAS eight total bids were received on April 11, 2024,
the following top three bids were:

Lanphier Excavating – Reasnor, IA	\$13,022.24
JC Midwest Services- Van Meter, IA	\$21,269.50
Jasper Construction Services – Newton, IA	\$21,829.50
J & K Contracting – Urbandale, IA	\$54,953.00

; and

WHEREAS, City staff recommends that the City of Newton award a contract to Lanphier Excavating of Reasnor, Iowa, for the Fairmeadows North Plat 7 Storm Sewer Relocation Project based on the low responsive, responsible bid received in the amount of \$13,022.24.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Lanphier Excavating of Reasnor, Iowa, in the amount of Thirteen thousand, twenty-two dollars and twenty-four cents (\$13,022.24) for the Fairmeadows North Plat 7 Storm Sewer Relocation Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project; and that the project will be paid for using the stormwater fund.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Lanphier Excavating of Reasnor, Iowa, for the Fairmeadows North Plat 7 Storm Sewer Relocation 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.

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 correcting the low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton

Summary:

Resolution amending the total LMI grant award for 525 N 2nd AVE E

Financial Impact:

\$2,527.26 increase over previously approved grant

Report Number: 2024-468

Date:

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Resolution 2024-156 (May 6, 2024) approved a LMI Housing Rehab Grant for the property at 525 North 2nd Avenue East. When processing the application, staff inadvertently omitted a quote from Brian Finch Carpentry provided by the applicant, which was on a separate page. This action amends the previous award amount to include the additional quote from Brian Finch Carpentry.

The total grant goes from \$12,226.88 to \$14,754.14.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION CORRECTING THE 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, Resolution 2024-156 approved a grant to James Robinson, owner of 525 North 2nd Avenue East in a total amount of \$12,226.88; and

WHEREAS, a quote for work was inadvertently omitted from the total calculation, and it is desirable to provide additional funding for the full project scope

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 \$7,254.32 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.

Evelyn George, Mayor

ATTEST:

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 \$14,754.14** 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- \$9,672.43
 - 25% Applicant Cash Match- \$2,418.11
 - **Painting Improvement Grant – 7,257.32**
 - 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 authorizing the filing of a 657A petition for abandoned building for 601 East 13th Street North, Newton

Summary:

Authorizing staff to begin the 657A.10A process on the subject property.

Financial Impact:

Legal Fees associated with the action- approximately \$3,000-5,000 of D&D Bonded Funds

Report Number: 2024-486

Date:

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The subject property at 601 East 13th Street North appears to have been abandoned as evidenced by conversations with residents in the neighborhoods and the fact that more than \$6,000 of assessments are against the property.

Iowa Code 657A allows for local governments to petition for ownership of abandoned buildings. The action will clean up the title and can provide a positive path forward for the property, if successful.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION AUTHORIZING THE FILING OF A 657A.10A
PETITION FOR OWNERSHIP OF ABANDONED PROPERTY
AT 601 EAST 13TH STREET NORTH, NEWTON**

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

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and the property at 601 East 13th Street North appears to meet the criteria of abandoned buildings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A.10A for ownership of the abandoned building at

601 East 13th Street North, legally described as:

LOT TWELVE, BLOCK B OF EMERSON HOUGH PLACE BEING IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK “D” PAGE 270 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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 One Year Extension to the Contract for Auditing Services and Preparation of Annual Financial Statements for Year Ending June 30, 2024

Summary:

Resolution Approving a One Year Extension to the Contract for Auditing Services and Preparation of Annual Financial Statements

Financial Impact:

One year extension of current contract with a not to exceed amount of \$32,600 for FY24 Auditing Services. General Fund amount not to exceed \$24,200 and Utility Billing amount of \$8,400

Report Number: 2024-470**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton is required by Iowa Code to conduct an annual audit of its financial accounts and records. This process ensures that all public money is properly accounted for and that required accounting standards are being met.

The City has reached the end of a three-year agreement with the firm of Gronewold, Bell, Kyhnn, and Company to provide the auditing services. The City has had discussions with the current firm to extend the contract by one year due to the incorporation of the Water funds into the City's general ledger. The quote provided for FY24 auditing services is \$24,200 from the General Fund and \$8,400 from the Water Fund. This quote is \$200 more in the General Fund than in FY23, which is very reasonable.

Recommendation:

Staff recommends approving a one-year proposal from the Gronewold, Bell, Kyhnn, and Co., PC, of Atlantic, Iowa, to prepare the financial statements and perform the audit for the fiscal year ending June 30, 2024.

Matt Muckler, City Administrator

RESOLUTION NO. 2024– _____

**RESOLUTION APPROVING CONTRACT FOR AUDITING SERVICES
AND PREPARATION OF ANNUAL FINANCIAL STATEMENTS FOR
YEAR ENDING JUNE 30, 2024**

WHEREAS, the City’s three-year contract with the firm of Gronewold, Bell, Kyhnn, and Co. from Atlantic, Iowa for preparation of financial statements and auditing services has expired; and

WHEREAS, with the incorporation of the Water fund into the City’s general ledger the City has asked the current vendor to extend the contract by one year; and

WHEREAS, the proposal submitted by the firm of Gronewold, Bell, Kyhnn & Co., PC, of Atlantic, Iowa, for preparing and auditing the FY24 financial statements is \$32,600;

NOW THEREFORE, BE IT RESOLVED that a one-year contract extension with Gronewold, Bell, Kyhnn & Co., PC, be approved for preparation of financial statements and auditing services at a maximum cost of \$24,200 in General Funds and \$8,400 in Water Funds for Fiscal Year 2023-24.

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 CRH Properties LLC Property Located at 117 1st Ave W Within the North Central Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate for the CRH Properties LLC Located at 117 1st Ave W Within the North Central Urban Renewal Area

Report Number: 2024-481**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$1,178 property tax rebate from the North Central Urban Renewal TIF Fund

Background:

The City of Newton entered into a development agreement in August of 2021 with CRH Properties LLC on the property located at 117 1st Ave W within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by CRH Properties LLC in Fiscal year 23/24.

CRH Properties LLC has provided documentation that the 2nd half of property taxes in the amount of \$2,393 have been paid to the Jasper County Treasurer for FY 2023/24 for the property and the amount of the 100% rebate from the TIF Fund would be \$1,178.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$1,178 to CRH Properties LLC for the 2nd half of the 23/24 property taxes

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR
CRH PROPERTIES, LLC PROPERTY LOCATED AT
117 1ST AVENUE WEST WITHIN THE NORTH CENTRAL
URBAN RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the North Central Urban Renewal Area; and

WHEREAS, a Development Agreement with CRH Properties, LLC was entered into on August 2nd of 2021 on the property located at 117 1st Avenue West within the North Central Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 23/24, and

WHEREAS, the Developer has paid the 2nd half of property taxes for the fiscal year 2023-2024 in the total amount of \$ 2,393 and is eligible to receive a 100% TIF rebate of \$ 1,178;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that, per the terms of the Development Agreement with CRH Properties, LLC a property tax rebate for the 2nd half of fiscal year 2023-2024 property taxes in the amount of \$1,178 is hereby approved.

PASSED this 20th 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 Best Midwest Properties LLC Property Located at 109 1st Ave W Within the North Central Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate to Best Midwest Properties According to the Approved Development Agreement

Financial Impact:

\$1,069 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 2024-474**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in July of 2021 with Best Midwest Properties LLC on the property located at 109 1st Ave W within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Best Midwest Properties LLC in Fiscal year 23/24.

Best Midwest Properties LLC has provided documentation that the 2nd half of property taxes in the amount of \$1,412 have been paid to the Jasper County Treasurer for FY 2023/24 for the property and the amount of the 100% rebate from the TIF Fund would be \$1,069.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$1,069 to Best Midwest Properties LLC for the first half of the 23/24 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR
BEST MIDWEST PROPERTIES LLC LOCATED AT 109 1ST
AVENUE WEST WITHIN THE NORTH CENTRAL URBAN
RENEWAL AREA**

WHEREAS, the City of Newton (City) has established the North Central Urban Renewal Area; and

WHEREAS, a Development Agreement with Best Midwest Properties LLC was entered into on July 19th of 2021 on the property located at 109 1st Avenue West within the North Central Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 23/24, and

WHEREAS, the Developer has paid the 2nd half of property taxes for the fiscal year 2023-2024 in the total amount of \$1,412 and is eligible to receive a 100% TIF rebate of \$1,069;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that, per the terms of the Development Agreement with Best Midwest Properties LLC, a property tax rebate for the 2nd half of fiscal year 2023-2024 property taxes in the amount of \$1,069 is hereby approved.

PASSED this 20th 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 Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Newton Elite Properties, LLC Property According to the Approved Development Agreement

Financial Impact:

\$4,921 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Report Number: 2024-476**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in November of 2020 with Newton Elite Properties, LLC on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area. The Agreement states that the City shall rebate 75% of all TIF property taxes paid by Newton Elite Properties, LLC in Fiscal year 23/24.

Newton Elite Properties, LLC has provided documentation that 2nd half of property taxes in the amount of \$12,829 have been paid to the Jasper County Treasurer for FY 2023-24 for the property, and the amount of the 75% rebate from the TIF fund would be \$4,921.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Newton Elite Properties, LLC for the 1st half of the 23/24 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
NEWTON ELITE PROPERTIES, 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 Newton Elite Properties, LLC was entered into in November of 2020 on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 75% TIF Property Tax Rebate in Fiscal Year 23-24, and

WHEREAS, the Developer has paid the 2nd half of property taxes for the fiscal year 2023-2024 in the total amount of \$12,829 and is eligible to receive a 75% TIF rebate of \$4,921;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Newton Elite Properties, LLC a property tax rebate for the 2nd half of fiscal year 2023-2024 property taxes in the amount of \$4,921 is hereby approved.

PASSED this 20th 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 Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Hopkins Properties LLC Property According to the Approved Development Agreement

Report Number: 2024-482**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$7,887 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Background:

In July of 2021 the City of Newton approved a Development Agreement with Hopkins Properties LLC on the property located at 1810 1st Ave E, within the 1st Avenue East Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Hopkins Properties LLC in Fiscal year 23/24.

Hopkins Properties 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 \$14,404 have been paid to the Jasper County Treasurer and is eligible for a rebate of \$7,887.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Hopkins Properties LLC.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
HOPKINS PROPERTIES 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 July of 2021 on property located at 1810 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, said Agreement states the City will provide Hopkins Properties 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 \$14,404 and is eligible to receive a TIF rebate of \$7,887 per the agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Hopkins Properties LLC, a property tax rebate for the fiscal year 2023-2024 taxes in the amount of \$7,887 is hereby approved.

PASSED this 20th 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 Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area

Summary:

Setting a date for a Public Hearing on June 17, 2024 to amend the 2019 Sports Entertainment Urban Renewal Area Plan

Financial Impact:

No Financial Impact, only sets a Public Hearing

Report Number: 2024-471

Date:

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council of the City of Newton, Iowa has created the 2019 Sports Entertainment Urban Renewal Area and has approved an urban renewal plan. Chapter 403 of the Code of Iowa requires that, before a City approves or amends any urban renewal projects within an urban renewal area, a City must amend the existing Urban Renewal Plan to include the new or amended project.

The Developer has agreed to a substantial increase in the minimum assessment of the property, thus increasing the amount of property taxes eligible for rebate. An amendment to the Plan has been prepared which includes increasing the amount of the property tax rebates to the Developer. It is now necessary to set a date of June 17, 2024 for a public hearing on the amendment to the urban renewal area plan.

Recommendation:

Staff recommends approval of the resolution setting a Public Hearing on June 17, 2024 to amend the 2019 Sports Entertainment Urban Renewal Plan.

Matt Muckler, City Administrator

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

504612-67

Newton, Iowa

May 20, 2024

The City Council of the City of Newton, Iowa, met on May 20, 2024, at 6:00 p.m., at the City Council Chambers , in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the 2019 Sports Entertainment Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.2024-_____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the 2019 Sports Entertainment Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which updates the description of the Sports Entertainment Complex Development Project previously approved by the City Council in the Plan and updated in the December, 2020 Amendment to the Plan; and

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

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

Section 1. This City Council will meet at the City Hall Council Chambers, Newton, Iowa on June 17, 2024, at 6:00 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

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

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

Passed and approved this May 20, 2024.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Newton, Iowa, on June 17, 2024, the City Council of the City of Newton, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the “Urban Renewal Plan”) for the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”) in order to update the description of the Sports Entertainment Complex Development Project previously approved by the City Council in the Urban Renewal Plan and updated in the December, 2020 Amendment to the Urban Renewal Plan.. A copy of the amendment is on file for public inspection in the office of the City Clerk.

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

Katrina Davis
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

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

WITNESS my hand this ____ day of _____, 2024.

City Clerk

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

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

ATTESTATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

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

WITNESS my hand this ____ day of _____, 2024.

City Clerk

CITY OF NEWTON, IOWA
URBAN RENEWAL PLAN AMENDMENT
2019 SPORTS ENTERTAINMENT URBAN RENEWAL AREA

June, 2024

The Urban Renewal Plan (the “Plan”) for the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”) for the City of Newton, Iowa (the “City”) is being amended for the purpose of updating the description of the City’s Sports Entertainment Complex Development Project.

1) Update Description of the Sports Entertainment Complex Development Project. The description of the Sports Entertainment Complex Development Project is hereby updated, as follows:

Name of Project: Sports Entertainment Complex Development Project

Date of Council Approval of Project: September 3, 2019, as updated
December 21, 2020 and June 17, 2024

Description of Project and Project Site: The Circle Development, LLC (the “Developer”) has proposed to undertake the development of a sports, recreation, entertainment, and hospitality complex (the “Project”) on certain real property more particularly described on Exhibit A hereto (the “Development Property”).

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

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) associated with the initiation, authorization and carrying out of the City’s participation therein in an amount not to exceed \$30,000 (increased from \$15,000 in the December, 2020 Amendment to the Plan).

Description of Use of TIF for the Project: The City has entered into a Development Agreement (the “Agreement”) with the Developer with respect to the construction, operation and maintenance of the Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Developer under the Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$19,500,000 (updated from \$13,750,000 as previously approved in the December, 2020 Amendment to the Plan), plus the Admin Fees.

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

Constitutional debt limit of the City:	<u>\$64,020,853</u>
Outstanding general obligation debt of the City:	<u>\$35,467,070</u>
Proposed maximum indebtedness to be incurred in connection with this June, 2024 Amendment:	<u>\$19,530,000</u>

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

EXHIBIT A

DEVELOPMENT PROPERTY DESCRIPTION

Certain real property situated in the City of Newton, Jasper County, State of Iowa, more particularly described as follows:

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

Legal: All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

Parcel 4:

Parcel ID: 1301300011

Legal: Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

Parcel 5:

Parcel ID: 1301300012

Legal: Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

City of Newton Council Report

**Item:**

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with The Circle Development, LLC, Including Annual Appropriation Tax Increment Payments

Summary:

Circle Development, LLC wishes to amend the minimum assessment portion of the agreement. All other items will remain the same. In order to accomplish this, a public hearing date must be set.

Financial Impact:

None. Setting a public hearing.

Report Number: 2024-473**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Circle Development, LLC wishes to amend the minimum assessment portion of the agreement. All other items in the development agreement will remain the same. In order to accomplish this, a public hearing date must be set.

The public hearing will be set for June 17, 2024.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

SET DATE FOR HEARING ON
AMENDED DEVELOPMENT
AGREEMENT AND TAX INCREMENT
PAYMENTS

(The Circle Development, LLC)

504612-67

Newton, Iowa

May 20, 2024

A meeting of the City Council of the City of Newton, Iowa, was held at _____ p.m., on May 20, 2024, at the _____, Newton, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 2024-_____

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with The Circle Development, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, the City previously entered into a certain development agreement, dated December 23, 2020 (the “Original Agreement”), with The Circle Development, LLC (the “Company”) pursuant to which the Company will undertake the development, construction and operation of a sports, recreation, entertainment and hospitality complex in the Urban Renewal Area (the “Project”), and the City will make incremental property tax payments to the Company; and

WHEREAS, the City and the Company entered into an amended development agreement, dated December 23, 2021 (the “First Amended Agreement”), which (1) updated the provisions related to the Assessment Agreement (as defined in the Original Agreement); (2) adjusted the time period during which the City will make incremental property tax payments to the Company; and (3) made other related changes; and

WHEREAS, the City and the Company entered into a second amended development agreement, dated December 19, 2022 (the “Second Amended Agreement”), which (1) updated the completion date of the Project; (2) updated certain provisions related to the Assessment Agreement (as defined in the First Amended Agreement); (3) adjusted the time period during which the City will make incremental property tax payments to the Company; and (4) made other related changes; and

WHEREAS, the City and the Company now propose to amend the Second Amended Agreement to (1) update the completion date of the Project; (2) update certain provisions related to the Assessment Agreement (as defined in the Second Amended Agreement); (3) adjust the time period during which the City will make incremental property tax payments to the Company; (4) increase the amount of incremental property tax payments to the Company; and (5) make other related changes; and

WHEREAS, it is necessary to set a date for a public hearing on a Third Amended Development Agreement (the “Third Amended Agreement”) and the proposal to increase the incremental property tax payments thereunder, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Newton, Iowa, as follows:

Section 1. This City Council shall meet on June 17, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve the Third Amended Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH THE
CIRCLE DEVELOPMENT, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION
TAX INCREMENT PAYMENTS

The City Council of the City of Newton, Iowa (the “City”), will meet on June 17, 2024, at _____ p.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to consider approval of an amended Development Agreement (the “Amended Agreement”) between the City and The Circle Development, LLC (the “Company”) in connection with the development, construction and operation of a sports, recreation, entertainment and hospitality complex in the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”). The proposed Amended Agreement (1) updates the completion date of the Project; (2) updates certain provisions related to the Assessment Agreement (as defined in the Amended Agreement); (3) adjusts the time period during which the City will make incremental property tax payments to the Company; (4) increases the amount of incremental property tax payments (the “Payments”) to the Company; and (5) makes other related changes. Under the Amended Agreement, the City will agree to make the Payments, as authorized by Section 403.9 of the Code of Iowa, in an amount not to exceed \$19,500,000 to the Company.

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

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

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

Katrina Davis
City Clerk

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

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

Passed and approved May 20, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve an Amended Development Agreement with The Circle Development, LLC.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

THIRD AMENDED DEVELOPMENT AGREEMENT

This Third Amended Development Agreement is entered into between the City of Newton, Iowa (the “City”) and The Circle Development, LLC (the “Company”) as of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Company has proposed to undertake the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property (“the Project”); and

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

WHEREAS, the City and the Company entered into a Development Agreement (the “Original Agreement”) dated December 23, 2020, pursuant to which the City agreed to provide tax increment financing assistance to the Company with respect to the Project; and

WHEREAS, the City and the Company entered into an Amended Development Agreement (the “First Amended Agreement”) dated December 23, 2021 in order to (1) update the provisions related to the Assessment Agreement (as hereinafter defined); (2) adjust the time period during which the City will make incremental property tax payments to the Company; and (3) make other related changes; and

WHEREAS, the City and the Company entered into a second amended development agreement, dated December 19, 2022 (the “Second Amended Agreement”) in order to (1) update the completion date of the Project; (2) update certain provisions related to the Assessment Agreement; (3) adjust the time period during which the City will make incremental property tax payments to the Company; and (4) make other related changes; and

WHEREAS, it is now necessary to amend the Second Amended Agreement to (1) update the completion date of the Project; (2) update certain provisions related to the Assessment Agreement; (3) adjust the time period during which the City will make incremental property tax payments to the Company; (4) increase the amount of incremental property tax payments the City will make to the Company; and (5) make other related changes; and

WHEREAS, this Third Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Second Amended Agreement; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$ _____ into capital improvements for the Project, including construction work and other furnishings. The Company submitted to the City a detailed preliminary site plan (the "Site Plan") on September 16, 2019 for the development of the Project, which is set forth as Exhibit B hereto. The Company agrees to construct the Project in substantial conformance with the Site Plan and to substantially complete such construction by no later than December 31, 2026.

2. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Thirty-Six Million Dollars (\$36,000,000) (the "Minimum Assessed Valuation") as of January 1, 2027 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompletion of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term of this Agreement.

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

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

5. Triggering Certification; Property Tax Payment Certification. The Company agrees to provide written notification (the “Triggering Certification”) to the City of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the calendar year immediately preceding the start of the fiscal year in which the initial Payments are intended to begin. In any event, the Triggering Certification shall be made by no later than October 15, 2027. (It is hereby acknowledged that the City’s fiscal years begin on July 1 and end on the following June 30.) The Company hereby acknowledges that the submission of the initial Worksheet (as hereinafter defined) will serve as the Triggering Certification

For purposes of this Agreement “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth Payment Year	72.3646%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15 of the year in which the Triggering Certification is made, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s estimate, the Company will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

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

The base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and pursuant to Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1 of the year prior to the year in which the Triggering Certification is submitted to the City by the Company.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Insurance.

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

- (i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) Comprehensive general liability insurance (including operations, contingent liability, completed operations when substantially completed and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
- (iii) Workers compensation insurance, with statutory coverage limited to employees of the Company.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

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

7. Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and

expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following, except to the extent caused by the negligent acts or omissions of the City, its officers, employees and departments:

- a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project.
- b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company is required to insure against under this Agreement in connection with the Project and/or the Property; and
- c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

8. Default Provisions.

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

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.
- (iii) Terminate this Agreement.

9. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of the Original Agreement, the First Amended Agreement, the Second Amended Agreement and this Agreement, including the necessary amendments to the Urban Renewal Plan for the Urban

Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$23,000 or (2) the Actual Admin Costs on a one-time basis from the initial Payment, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$19,500,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding the initial Payment under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

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

The Payments will be made on June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.2 below, beginning on June 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made, and continuing for a period of a total of twenty (20) fiscal years, provided, however, that no Payments will be made after the sooner of (1) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (2) June 1, 2048.

For example, assuming the Triggering Certification is made October 15, 2027 and all appropriation determinations are approved affirmatively by the City Council under Section B.2 below, then Payments will be made on each June 1, beginning June 1, 2029, and continuing through and including the sooner of June 1, 2048 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in the fiscal year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental

Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2048.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2029, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2027) provided, however, that no Payment shall exceed the Annual Percentage of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Jasper County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

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

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

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2048 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa more particularly described as follows:

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

Legal: All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

Parcel 4:

Parcel ID: 1301300011

Legal: Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

Parcel 5:

Parcel ID: 1301300012

Legal: Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

EXHIBIT B

SITE PLAN

EXHIBIT C
FORM OF ASSESSMENT AGREEMENT

**MINIMUM ASSESSMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

The Circle Development, LLC

Legal Description: See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2024, by and among the City of Newton, Iowa (the “City”), The Circle Development, LLC (the “Property Owner”), and the County Assessor of Jasper County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the 2019 Sports Entertainment Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property; and

WHEREAS, an amended development agreement (the “Development Agreement”), dated _____, 2024, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2027, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

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

1. Effective January 1, 2025, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Thirty-Six Million Dollars (\$36,000,000) until termination of this Agreement.
2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2027, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.
3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

5. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2023) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Evelyn George and Katrina Davis, the Mayor and City Clerk, respectively, of Newton, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024 by _____ the _____ of The Circle
Development, LLC, an Iowa limited liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

AND

Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

AND

Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Thirty-Six Million Dollars (\$36,000,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20____:
- \$_____.
- (3) Base Taxable Valuation of Property (January 1, 20__):
- \$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
- \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
- \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
- \$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth Payment Year	72.3646%

City of Newton Council Report

**Item:**

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

Summary:

Accept plans and order bids for the Newton Airport Pavement Rehabilitation Project.

Financial Impact:

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

Report Number: 2024-477**Date:**

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Included in the latest Airport Improvement Plan (AIP) and listed in FY25 of the City of Newton FY24-FY28 Capital Improvement Plan is a pavement rehabilitation project for the Newton Municipal Airport. The last rehabilitation project on the taxiway and runway was in 2010, so this project ("Newton Airport Pavement Rehab Project") is needed to extend the functional life of the existing pavement at the Newton Municipal Airport. The project will involve joint/crack sealing, patching, and markings, and it is anticipated the project will include a maximum of 30 working days.

On February 19, 2024, City Council approved Resolution 2024-052 to enter into an engineering services agreement with Kirkham Michael & Associates (KM) of Urbandale, Iowa. Kirkham Michael has prepared the construction plans and specifications for the Newton Airport Pavement Rehab Project, and they are now ready to be placed out for bid.

The proposed bid opening for the project will occur on Tuesday, June 11, 2024, at 10:00 am at the Community Development and Public Works Offices at 303 W. 4th St. N., Ste. 501. The public hearing to accept the bids and award the work will then occur at the regularly scheduled City Council meeting on June 17, 2024. At that same meeting, a resolution will be considered to award the project and authorize the grant application submission to the Federal Aviation Administration (FAA). This grant will reimburse 90% of construction costs, which are estimated at \$734,470.40. In other words, the City's 10% local match for the construction costs alone based on this estimate would be \$73,447.04. Depending on the bids received and how project costs align with the City budget, additional action may be necessary in the future. If the project is approved, construction work will not begin until the fall of 2024.

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

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

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

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

WHEREAS, 90% designed construction plans and specifications for the Newton Airport Pavement Rehabilitation Project have been prepared by Kirkham Michael & Associates, Inc. (KM) of Urbandale, Iowa, as per Resolution 2024-052, and they are ready to be placed out for bid; and

WHEREAS, the estimated total construction cost of the base bid is \$734,470.40; with the City's estimated out-of-pocket local match of \$73,447.04 to be paid from 2024 General Fund Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Newton Airport Pavement Rehabilitation Project in the City of Newton, Iowa is hereby ordered to be advertised for bids for construction; and the project will be paid for with 2024 General Bond funds.

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

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Community Development Department at 10:00 am on the 11th day of June 2024. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 17th day of 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

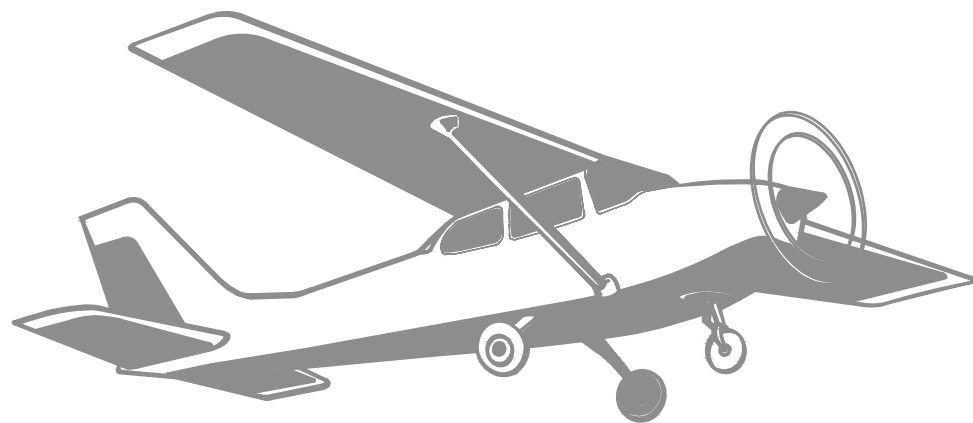
REHABILITATE RUNWAY 14/32

NEWTON MUNICIPAL AIRPORT (TNU) -EARL JOHNSON FIELD

FAA GRANT NO. 3-19-0065-022-2024

NEWTON, IOWA

MAY 2024



PROJECT DESIGN AIRCRAFT INFORMATION
RUNWAY 14/32 : B-II

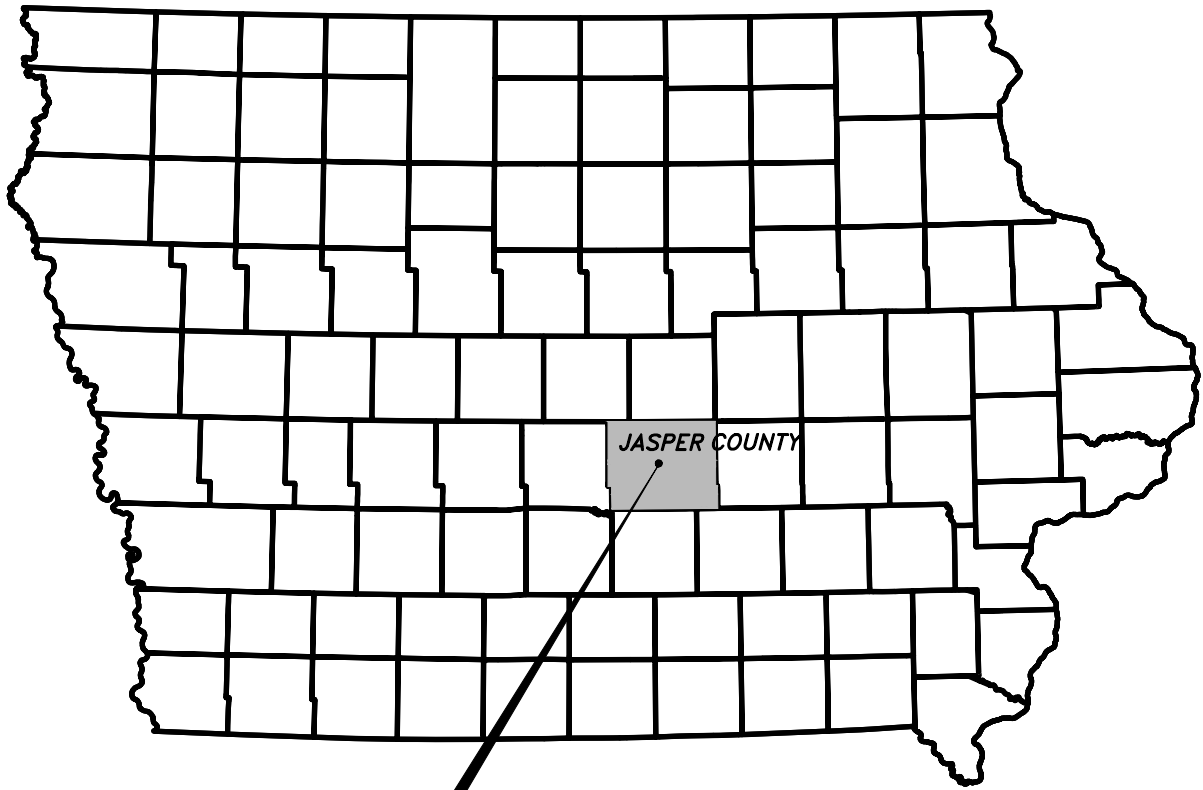
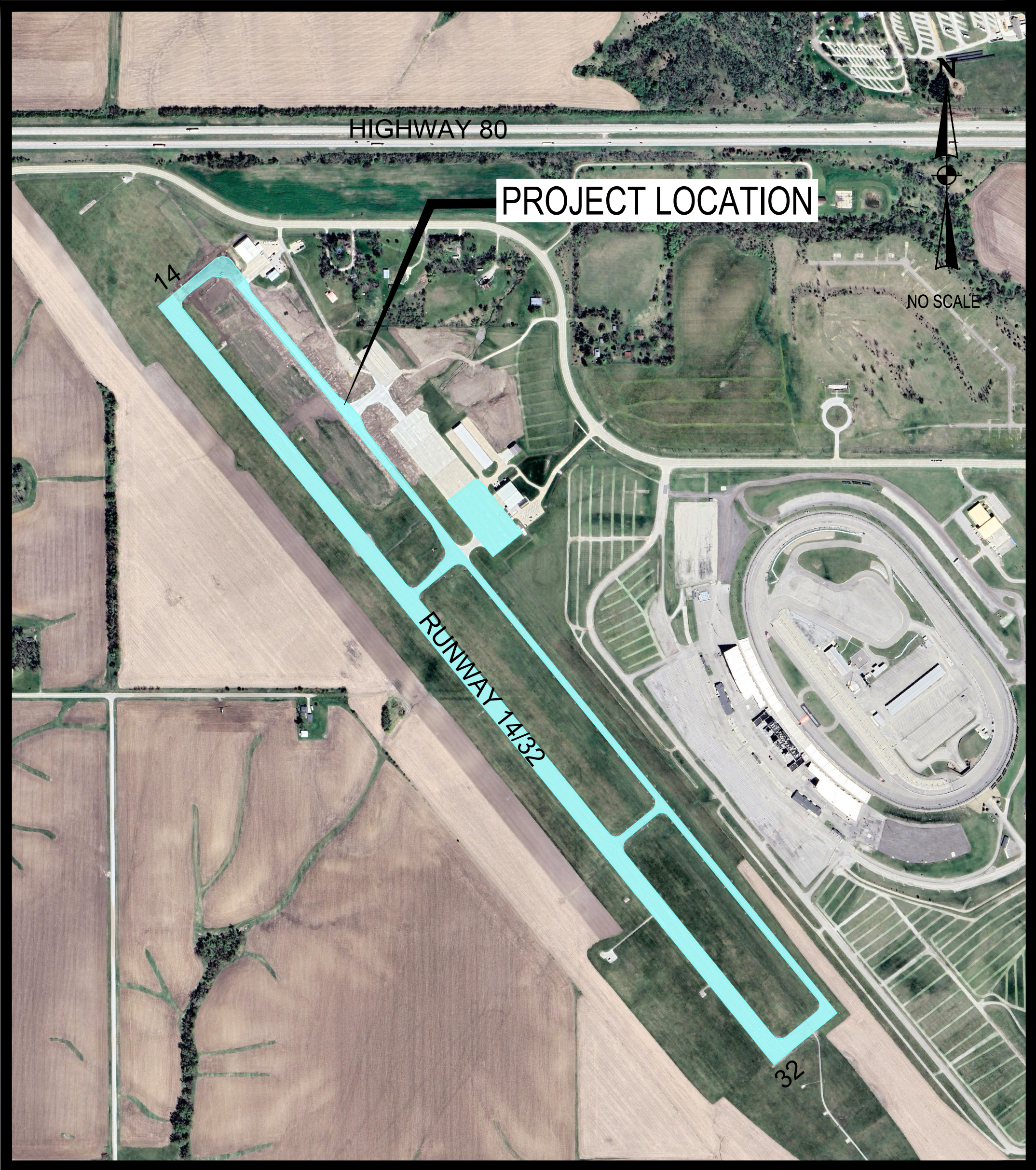
INDEX OF SHEETS

NO.	SHEET TITLE	REVISION DATE
I-1	GENERAL NOTES, SUMMARY OF QUANTITIES AND PROJECT CONTROL	
S-1 TO S-3	SAFETY AND PHASING PLAN	
R-1	REMOVAL PLAN-RUNWAY	
R-2	REMOVAL PLAN-RUNWAY AND TAXIWAY	
R-3	REMOVAL PLAN-TAXIWAYS AND APRON	
P-1 TO P-3	PAVING PLAN	
M-1 TO M-2	TEMPORARY MARKINGS PLAN	
M-3 TO M-6	PERMANENT MARKING PLAN	
M-5	MARKING DETAILS	
D-1	DETAILS	

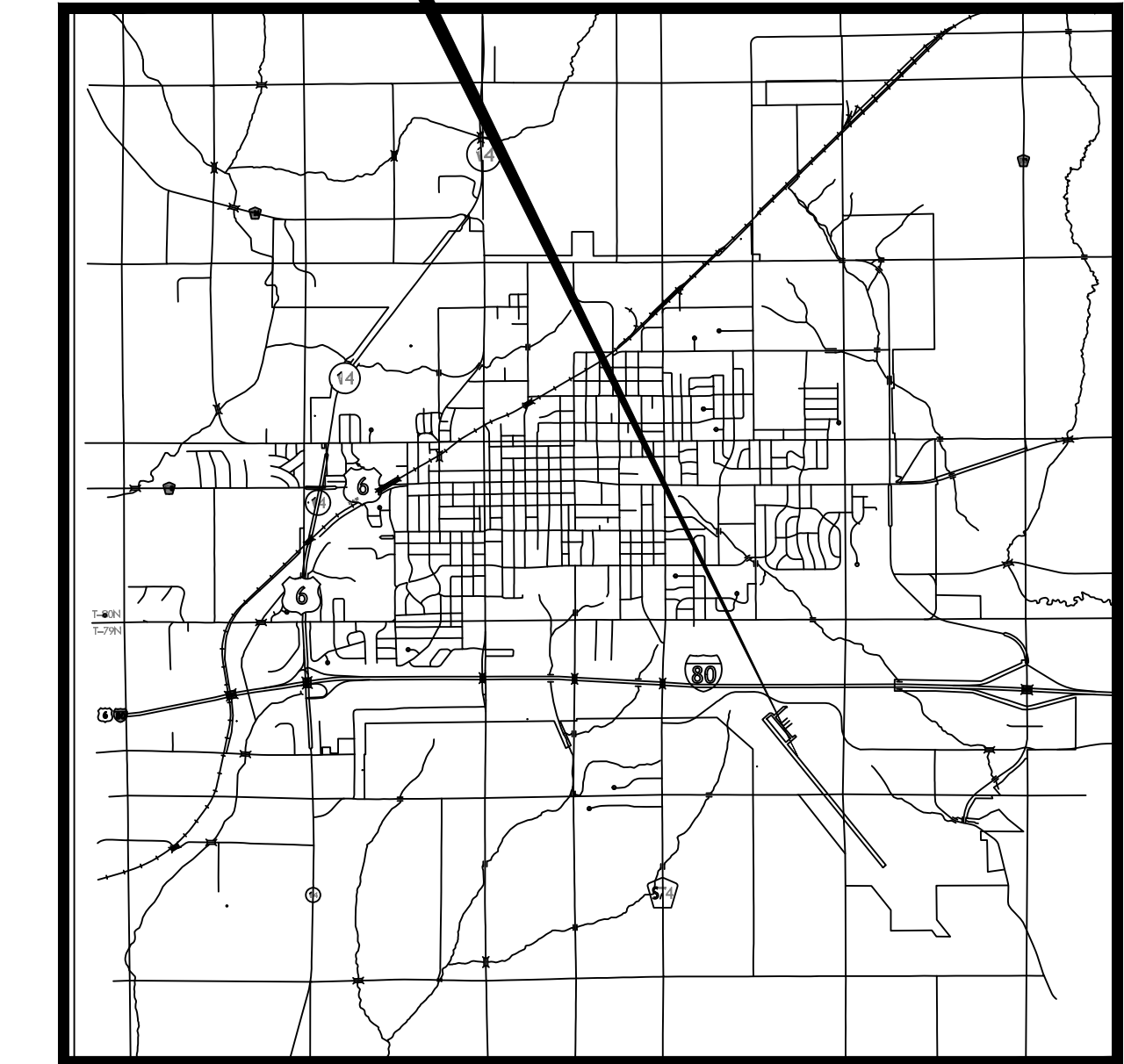
CONTRACTOR SHALL CONTACT



@ 1-800-331-5666 OR 811
BEFORE STARTING CONSTRUCTION



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE



May 15, 2024 -- 11:01am Plotted By: nozsez P:\24\2402250\cadd\plans\2402250_1-1.dwg Layout: 1-1

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL KEEP HIS WORK AREA NEAT AND ORDERLY AT ALL TIMES. STORAGE OF MATERIALS, EQUIPMENT, TOOLS, FORMS, ETC. WILL BE ALLOWED IN THE "CONTRACTOR STORAGE/STAGING AREA" ONLY.
3. THE PROJECT IS SUBJECT TO INSPECTION BY THE OWNER, OWNER'S REPRESENTATIVES, IOWA DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS (IOWADOT), AND THE FEDERAL AVIATION ADMINISTRATION (FAA) AT ANY TIME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL. ANY DAMAGE TO AIRPORT SYSTEMS FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. MATERIALS TO BE REMOVED FROM THE SITE SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER OFF OF THE AIRPORT PROPERTY.
6. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WILL BE PLACED BACK TO ORIGINAL CONDITION BY FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS. IF THE CONTRACTOR DISTURBS ANY AREAS OUTSIDE THE CONSTRUCTION LIMITS, THE CONTRACTOR IS RESPONSIBLE FOR FERTILIZING, THEN SEEDING AND MULCHING IN ACCORDANCE TO THE SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.
7. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE HAUL ROUTES (STATE HIGHWAYS, COUNTY ROADS, OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROPER CLEANUP OF ANY SPILLED FUEL, DIESEL FUEL, OR OTHER CONTAMINANTS. CONTAMINATION WILL NOT BE ALLOWED TO ENTER ANY WATER COURSE.
9. THE CONTRACTOR WILL DISCHARGE THEIR EXCESS CONCRETE AND CLEANOUT WATER IN ONE LOCATION FOR EASE OF REMOVING. LOCATION SHALL BE COORDINATED WITH THE AIRPORT MANAGER. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND REMOVALS. THE CONCRETE SHALL BE DISPOSED OF OFF OF AIRPORT PROPERTY.
10. THE CONTRACTOR SHALL MINIMIZE TRACKING OF MUD AND DEBRIS ON ALL PAVED SURFACES. THE CONTRACTOR, AT A MINIMUM, SHALL CLEAN PAVED SURFACES AT THE END OF EACH WORKING DAY. THE AIRPORT MANAGER MAY REQUIRE MORE FREQUENT CLEANING IF TRACKING IS AN ISSUE. CLEANING OF PAVEMENT IS SUBSIDIARY TO THE PROJECT.
11. THE CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND BE RESPONSIBLE FOR ALL DIMENSIONS AND ELEVATIONS ON THE JOB SITE.
12. THE CONTRACTOR SHALL NOT USE THE RUNWAYS/TAXIWAYS/TAXILANES/APRON FOR EQUIPMENT CROSSING OR AS A WORKING PLATFORM. ONLY DESIGNATED AREAS SHOWN ON THE SAFETY AND STAGING PLAN SHALL BE UTILIZED.

SURVEY NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS/ELEVATIONS.
2. ALL DIMENSIONS SHOWN ARE TOP OF FINISHED GRADE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. CONTROL POINT TABLE PROVIDED ON SHEET 1-1. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL CONTROL STAKING.
4. THE PROPOSED PAVING GRADES SHOWN ON PLANS ARE THE TOP OF FINISHED SLAB.
5. ALL ELEVATIONS ARE REFERENCED TO NAD83 IOWA STATE PLANE, SOUTH ZONE, US FOOT.

TESTING NOTES

1. THE CONTRACTOR SHALL PERFORM TESTING AS REQUIRED WITHIN THE SPECIFICATIONS.

UTILITY NOTES

1. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES TO COORDINATE CONNECTION AND RELOCATIONS OF EXISTING PRIVATE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS AND PERMITTING ASSOCIATED WITH THE ADJUSTMENTS OF THE UTILITIES.
2. ALL EXISTING UTILITIES AND LIGHTING SYSTEMS SHOWN ARE FROM PUBLIC RECORDS AND FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
3. ANY AIRPORT EQUIPMENT/CABLE THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AND ALL SPLICES/CABLE REPAIRS SHALL MEET FAA SPECIFICATIONS AND BE ACCOMPLISHED TO THE SATISFACTION OF SPONSOR AND FAA. IF ANY SHUT DOWN OF ELECTRICAL/VISUAL NAVIGATIONAL EQUIPMENT IS NEEDED DURING THE COURSE OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE SPONSOR WELL IN ADVANCE OF CONSTRUCTION ACTIVITY TO ALLOW SUFFICIENT TIME TO LOCATE AND MARK EXISTING FIELD CABLES AND TO AVOID UNSCHEDULED FACILITY OUTAGES.
4. EXISTING ABOVEGROUND AND UNDERGROUND UTILITY LINES AND PERMANENT STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE KEPT FREE OF DAMAGE BY THE CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY FOR FURTHER INSTRUCTIONS.
IOWA ONE CALL -- PHONE: 1-800-292-8989 OR 811 WEBSITE: WWW.IOWAONECALL.COM

ESTIMATE OF QUANTITES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	SPECIFICATION REFERENCE
BASE BID				
1	MOBILIZATION	1	L.S.	C-105
2	CONSTRUCTION SAFETY PLAN AND TRAFFIC CONTROL	1	L.S.	S-100
3	PAVEMENT MARKING REMOVAL	108,937	S.F.	P-101
4	OVEREXCAVATION	500	C.Y.	P-152
5	12-INCH COMPACTED SUBGRADE	1,729	S.Y.	P-152
6	CRACK REPAIR / SEAL JOINTS (<0.5")	40	L.F.	P-101
7	CRACK REPAIR / SEAL JOINTS (0.5"-1.5")	664	L.F.	P-101
8	CRACK REPAIR / SEAL JOINTS (>1.5")	662	L.F.	P-101
9	FULL DEPTH ASPHALT PATCHING	1,729	S.Y.	P-499
10	RAPID CURE SEAL COAT (WITH AGGREGATE)	62,564	S.Y.	P-608-R
11	RAPID CURE SEAL COAT (NO AGGREGATE)	3,857	S.Y.	P-608-R
12	STRIATED PAVEMENT MARKINGS (WHITE)	76,784	S.F.	P-620
13	PAVEMENT MARKINGS (YELLOW)	1,020	S.F.	P-620
14	PAVEMENT MARKINGS (BLACK OUTLINE)	10,320	S.F.	P-620
ALTERNATE BID				
15	PAVEMENT REMOVAL	51	S.Y.	P-101
16	6-INCH AGGREGATE BASE COURSE	51	S.Y.	P-208
17	6-INCH PCC CONCRETE PANEL REPLACEMENT	51	S.Y.	IOWADOT SECTION 2301
3A	PAVEMENT MARKING REMOVAL	5,736	S.F.	P-101
5A	12-INCH COMPACTED SUBGRADE	51	S.Y.	P-152
6A	CRACK REPAIR / SEAL JOINTS (<0.5")	50	L.F.	P-101
7A	CRACK REPAIR / SEAL JOINTS (0.5"-1.5")	155	L.F.	P-101
8A	CRACK REPAIR / SEAL JOINTS (>1.5")	203	L.F.	P-101
9A	FULL DEPTH ASPHALT PATCHING	283	S.Y.	P-499
11A	RAPID CURE SEAL COAT (NO AGGREGATE)	19,585	S.Y.	P-608-R
13A	PAVEMENT MARKINGS (YELLOW)	2,347	S.F.	P-620
14A	PAVEMENT MARKINGS (BLACK OUTLINE)	4,690	S.F.	P-620

—W— WATER MAIN (SIZE AS NOTED)

—G— UNDERGROUND GAS (SIZE AS NOTED)

—UGE— UNDERGROUND ELECTRIC W/BOX

—UGT— UNDERGROUND TELEPHONE W/BOX

—OHE— OVERHEAD ELECTRIC

TV CABLE TV PEDESTAL

E ELECTRICAL PEDESTAL

⊕ TELEPHONE POLE

T TELEPHONE PEDESTAL

⊘ FIRE HYDRANT

W WATER VALVE

X WATER METER

⊗ GAS VALVE

⊗ GAS METER

⊗→ POWER POLE W/GUY

⊕ POWER POLE

⊕ LIGHT POLE

⊕ LIGHT POLE

◯ DECIDUOUS TREE

★ CONIFER TREE

◯ BUSH

⊕ TRAFFIC SIGN

⊕ SECTION CORNER

⊕ BENCHMARK

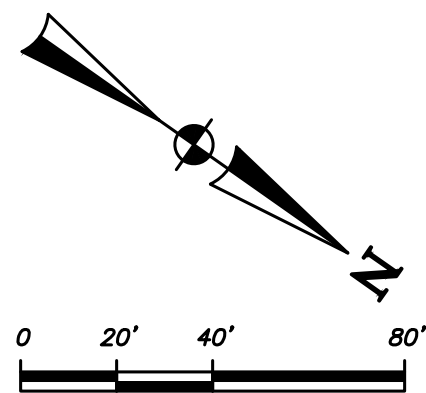
⊕ Found Pin FOUND PIN



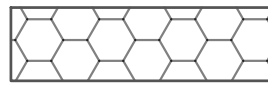
PROJECT ALIGNMENTS AND CONTROL

△ CONTROL POINT TABLE				
ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
#1	RUNWAY END PIN	1769312.06	612594.34	952.4'
#2	RUNWAY END PIN	1772843.38	608248.73	945.5'

NOTE: COORDINATES FOR ALIGNMENTS ARE IN NAD83 IOWA STATE PLANE, SOUTH ZONE, US FOOT.



LEGEND



PHASE 1 BOUNDARY



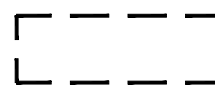
PHASE 2 BOUNDARY



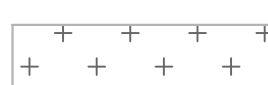
PHASE 3 BOUNDARY



PHASE 4 BOUNDARY



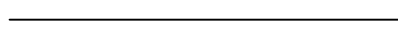
LIMITS OF CONSTRUCTION



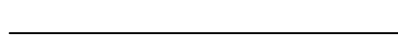
CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA

BARR

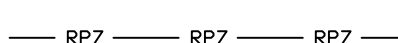
ROW OF BARRICADES



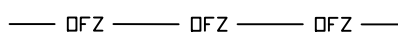
RUNWAY SAFETY AREA (RSA)



OBJECT FREE AREA (OFA)



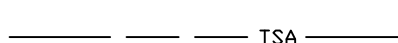
RUNWAY PROTECTION ZONE (RPZ)



OBSTACLE FREE ZONE (OFZ)



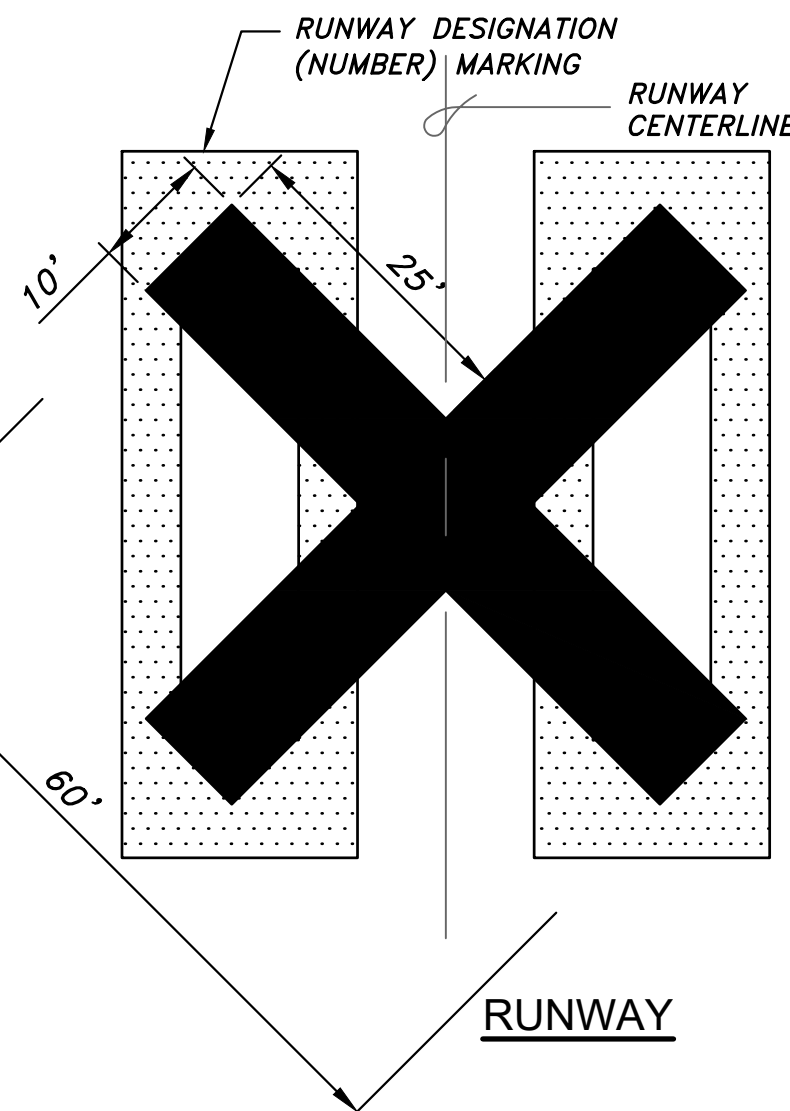
TAXIWAY OBJECT FREE AREA (TOFA)



TAXIWAY SAFETY AREA (TSA)



RUNWAY CLOSURE 'X'
SEE THIS SHEET FOR DETAILS



MARKING NOTES:

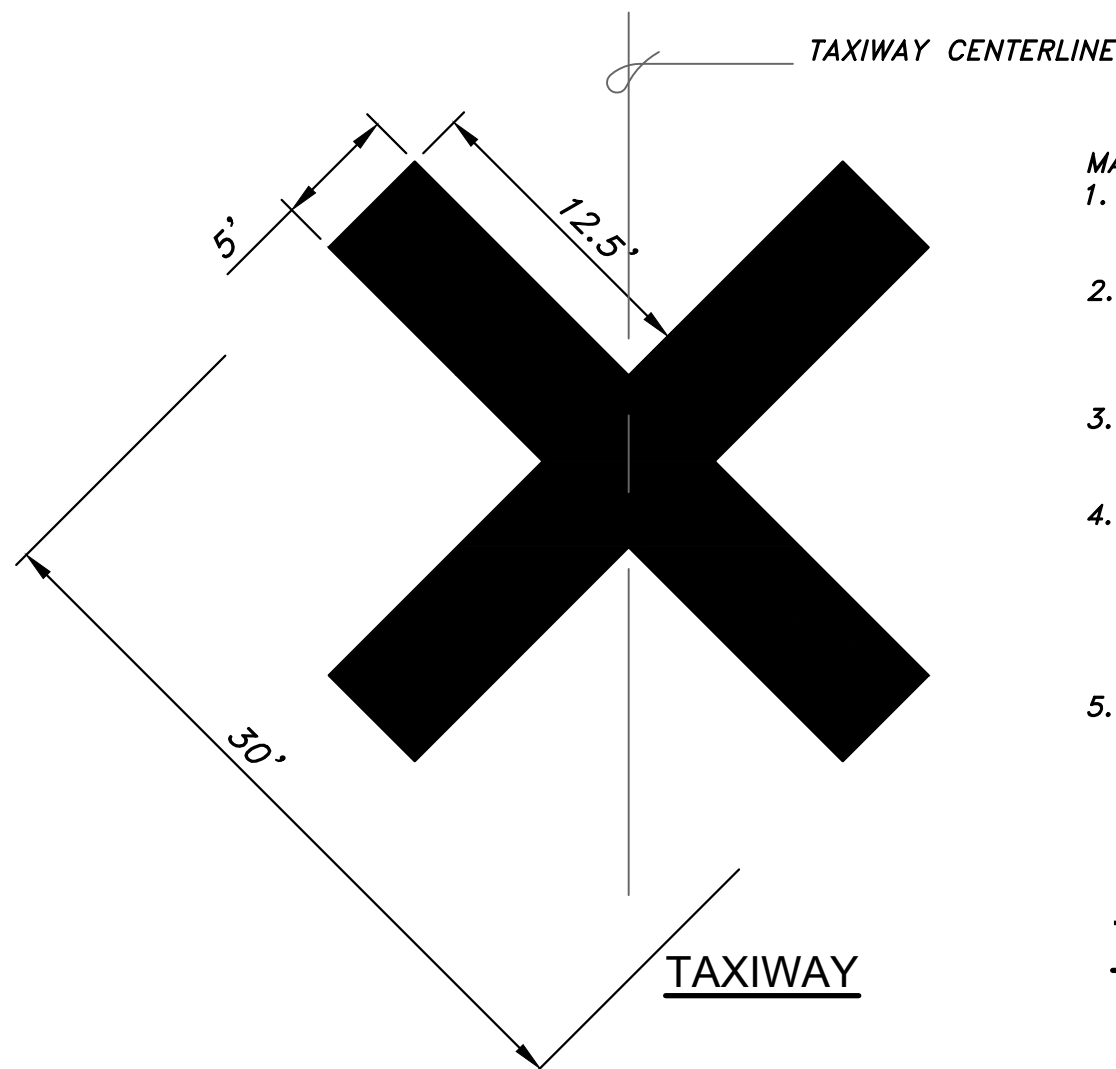
- MARKING WILL BE A YELLOW CROSS CONFORMING TO THE DIMENSIONS OF THIS DETAIL.
- THE MARKINGS WILL BE CONSTRUCTED OF AN EASILY REMOVED MATERIAL, SUCH AS PLYWOOD OR FABRIC, YELLOW IN COLOR.
- THE MATERIALS USED FOR THE MARKING MUST PROVIDE A SOLID APPEARANCE.
- THE MARKINGS MUST BE ANCHORED ALONG THE EDGES AND CENTERLINE OF THE ENTIRE LENGTH OF EACH PANEL TO PREVENT THE MARKING FROM MOVING. ANCHORING MATERIAL MUST BE YELLOW IN COLOR.
- THE CONTRACTOR SHALL PROVIDE CLOSURE PLACEMENT AND REMOVAL OF THE MARKINGS AS REQUIRED. THE MARKINGS SHALL BE CONSIDERED SUBSIDIARY TO WORK FOR WHICH PAYMENT IS ALREADY BEING MADE.

RUNWAY CLOSURE MARKING

NO SCALE

AIRPORT AND EMERGENCY CONTACTS FOR THE CONTRACTOR:

ETHAN NASALROAD (AIRPORT MANAGER)
641-792-1292
NEWTON FIRE DEPARTMENTS
641-792-3347
NEWTON LAW ENFORCEMENT
641-791-0850
NEWTON MEDICAL CENTER
641-792-1273



MARKING NOTES:

- MARKING WILL BE A YELLOW CROSS CONFORMING TO THE DIMENSIONS OF THIS DETAIL.
- THE MARKINGS WILL BE CONSTRUCTED OF AN EASILY REMOVED MATERIAL, SUCH AS PLYWOOD OR FABRIC, YELLOW IN COLOR.
- THE MATERIALS USED FOR THE MARKING MUST PROVIDE A SOLID APPEARANCE.
- THE MARKINGS MUST BE ANCHORED ALONG THE EDGES AND CENTERLINE OF THE ENTIRE LENGTH OF EACH PANEL TO PREVENT THE MARKING FROM MOVING. ANCHORING MATERIAL MUST BE YELLOW IN COLOR.
- THE CONTRACTOR SHALL PROVIDE CLOSURE PLACEMENT AND REMOVAL OF THE MARKINGS AS REQUIRED. THE MARKINGS SHALL BE CONSIDERED SUBSIDIARY TO WORK FOR WHICH PAYMENT IS ALREADY BEING MADE.

TAXIWAY CLOSURE MARKING

NO SCALE

SCOPE OF WORK

THIS PROJECT CONSISTS OF REHABILITATING THE RUNWAY, TAXIWAY, AND APRON PAVEMENT, TEMPORARY PAVEMENT MARKINGS, AND PERMANENT PAVEMENT MARKINGS.

THE DURATION OF THIS PROJECT IS 30 WORKING DAYS WITH A 30 DAY HOLDING PERIOD PRIOR TO PLACING PERMANENT MARKINGS.

PHASING

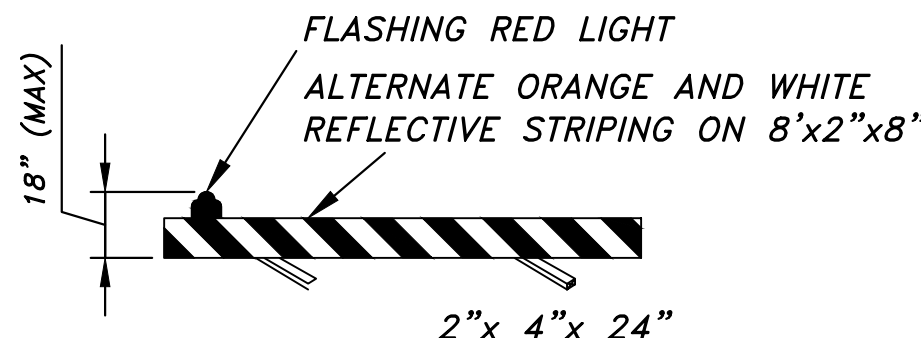
THIS PROJECT WILL BE CONSTRUCTED IN FOUR (4) PHASES. PHASES ARE SHOWN ON SHEETS S-2 AND S-3. DURING ALL FOUR PHASES, THE NORTH APRON AND AIRPORT WILL REMAIN OPEN FOR EMERGENCY HELICOPTER AND VEHICLE TRAFFIC. THE AIRPORT MANAGER WILL COORDINATE NOTAMS.

DETAIL NOTES:

- BARRICADES: SPACE BARRICADES END TO END, THERE IS TO BE NO SPACE BETWEEN BARRICADES
- CONNECTION BETWEEN 2x4 FOOT AND REFLECTIVE BOARD SHALL BE FRANGIBLE. FRANGIBLE SHALL NOT EXCEED 3 INCHES.
- BARRICADES: FASTEN TO SURFACE OR WEIGH DOWN TO PREVENT DISPLACEMENT FROM PROP WASH, JET BLAST, OR OTHER WINDS.
- BARRICADES SHALL BE PLACED OUTSIDE THE ACTIVE RUNWAY SAFETY AREA (RSA) AND/OR TAXIWAY OBJECT FREE AREA (TOFA).

BARRICADE DETAIL

NO SCALE



CONSTRUCTION SAFETY AND STAGING NOTES

- NO LATER THAN 10 WORKING DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL FROM THE SPONSOR A SAFETY/PHASING PLAN INDICATING HOW THEY INTEND TO COMPLY WITH THE MINIMUM REQUIREMENTS ILLUSTRATED ON THIS SHEET, AC 150/5370-2G, AND THE CONSTRUCTION SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE TO THE AIRPORT MANAGER PRIOR TO THE CLOSURE OR OPENING OF ANY RUNWAY, TAXIWAY, TAXILANE, APRON, OR OTHER AIRPORT FACILITY. THE CONTRACTOR SHALL NOT COMMENCE WORK ACTIVITIES IN ANY ACTIVE RUNWAY SAFETY AREA OR TAXIWAY/TAXILANE OBJECT FREE AREA UNTIL ALL APPROPRIATE NOTAMS ARE IN PLACE. CONTACT THE AIRPORT MANAGER FOR ISSUANCE OF NOTAMS. SEE 'AIRPORT AND EMERGENCY CONTACTS' ON THIS SHEET FOR AIRPORT MANAGER'S CONTACT INFORMATION.
- DAILY COORDINATION WILL BE MANAGED THROUGH THE AIRPORT MANAGER.
- THE CONTRACTOR SHALL PROVIDE A 24-HOUR EMERGENCY CONTACT PERSON AND PHONE NUMBER.
- THE CONTRACTOR WILL MARK AND LIGHT EQUIPMENT AND VEHICLES IN THE WORK AREA AS PER AC 150/5210-5D.
- THE CONTRACTOR IS REQUIRED TO FILE A FAA-7460-1 FORM FOR ANY EQUIPMENT EXCEEDING 25 FEET IN HEIGHT WITHIN THE WORK AREA. THE CONTRACTOR MUST SUBMIT THIS FORM AT LEAST 45 DAYS PRIOR TO INSTALLATION.
- ALL PROVIDED DIMENSIONS ON THIS PAGE ARE FOR CLARIFICATION PURPOSES AND SHALL BE FIELD VERIFIED TO CONFORM TO THE CRITERIA ESTABLISHED IN THE CONSTRUCTION NOTES.
- THE CONTRACTOR'S OPERATION AND MOVEMENTS ARE RESTRICTED TO THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT ENTER INTO OTHER AREAS WITHOUT PRIOR APPROVAL BY THE AIRPORT MANAGER.
- CONSTRUCTION TRAFFIC SHALL UTILIZE DESIGNATED AREAS FOR ALL HAUL ROUTES DURING CONSTRUCTION. THE USE OF RUNWAYS, TAXIWAYS, APRONS, OR OTHER AIRPORT PAVING FOR HAUL ROUTES OR WORKING PLATFORMS IS NOT PERMITTED.
- HAUL ROUTES FOR CONCRETE TRUCKS SHALL BE COORDINATED WITH THE AIRPORT MANAGER.
- AXLE LOADS MUST NOT EXCEED 12,500 LBS. ON PAVEMENT AREAS. DAMAGE TO PAVEMENT AREAS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- WHEN NOT IN USE, ALL EQUIPMENT WILL BE STORED IN THE AREA DESIGNATED "CONTRACTOR STAGING AREA". ANY DEVIATIONS IN EQUIPMENT MOVEMENT AND STORAGE WILL BE CONFIRMED IN WRITING BY THE OWNER.
- HIGH PROFILE EQUIPMENT SUCH AS CRANES SHALL BE LOWERED WHEN NOT IN USE.
- OPEN TRENCHES ARE NOT PERMITTED WITHIN SAFETY AREAS WHEN RUNWAYS, TAXIWAYS, AND TAXILANES ARE OPEN.
- STOCKPILES WILL BE LOCATED IN THE DESIGNATED "CONTRACTOR STAGING AREA".
- ALL TEMPORARY STOCKPILES, CONSTRUCTION STAGING AREAS, AND TEMPORARY ACCESS ROADS WILL BE REMOVED AND THE AREAS RE-ESTABLISHED TO THE PRE-CONSTRUCTION CONDITION PRIOR TO OPENING THE NEWLY CONSTRUCTED HANGAR AND DRIVES.
- NON-COMPLIANCE WITH AC 150/5370-2G AND THE APPROVED SAFETY PLAN COULD RESULT IN THE REMOVAL OF EMPLOYEES OR STOPPAGE OF WORK.

revisions

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

NEWTON

IOWA

SAFETY AND PHASING PLAN

date
05-2024
checked
NEW
CMG
2402250
SHEET
S-1

KIRKHAM
MICHAEL

May 15, 2024 -- 11:02am Plotted By: nozsez P:\24\2402250\cadd\plans\2402250_S-1.dwg Layout: S-2



SAFETY NOTES

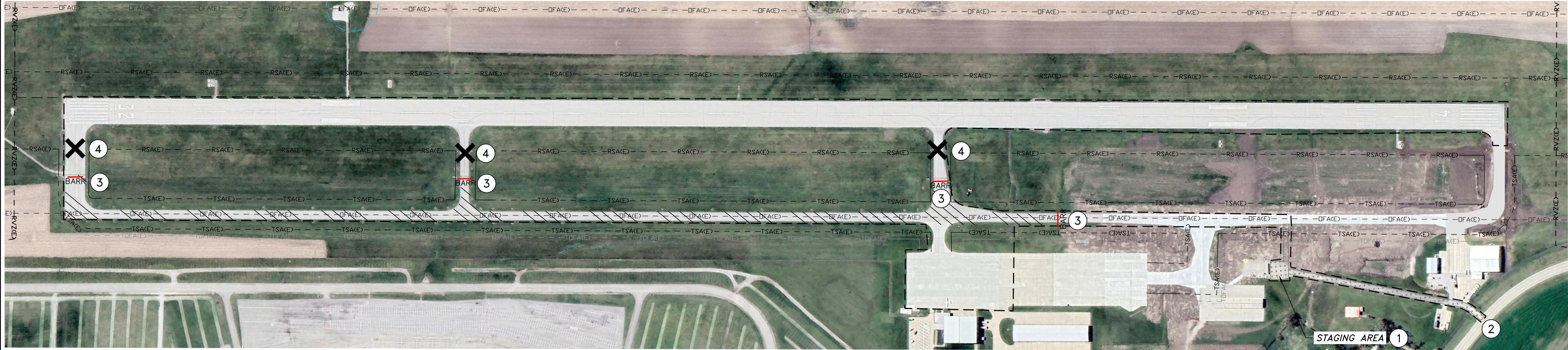
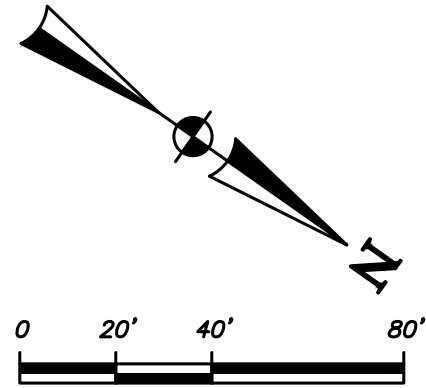
- ① STAGING AREA – CONTRACTOR STAGING, STORAGE, AND PARKING.
- ② ACCESS ROAD / HAUL ROUTE
- ③ BARRICADE (SEE BARRICADE DETAILS AND NOTES)
- ④ FURNISH AND INSTALL RUNWAY CLOSURE 'X' (SEE DETAILS AND NOTES ON SHEET S-1)

LEGEND

- PHASE 1 BOUNDARY
- LIMITS OF CONSTRUCTION
- CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA
- BARR
- ROW OF BARRICADES
- RUNWAY CLOSURE 'X' SEE S-1 SHEET FOR DETAILS

PHASE 1

DURING THIS PHASE, RUNWAY 14/32 AND THE PARALLEL TAXIWAY SHALL BE CLOSED. THE AIRPORT WILL BE OPEN FOR HELICOPTER AND EMERGENCY VEHICLES. CLOSURE 'X'S AND BARRICADES SHALL BE PLACED AND THE RUNWAY LIGHTS POWERED OFF. WORK CONSISTS OF PAVEMENT MARKING REMOVAL, CRACK SEAL, ASPHALT PATCHING, SLURRY SEAL, AND TEMPORARY PAVEMENT MARKINGS ALONG RUNWAY 14/32 AND CONNECTOR TAXIWAYS. A NOTAM SHALL BE ISSUED BY THE AIRPORT MANAGER PRIOR TO CONSTRUCTION. GENERAL NOTE #2 SHALL APPLY. WORK COMPLETED DURING THIS PHASE SHALL BE REVIEWED AND APPROVED BY THE ENGINEER AND AIRPORT MANAGER PRIOR TO OPENING RUNWAY 14/32. THE DURATION OF PHASE 1 IS 10 WORKING DAYS.



SAFETY NOTES

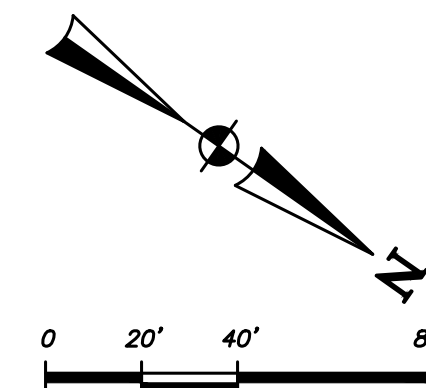
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- ② ACCESS ROAD / HAUL ROUTE
- ③ BARRICADE (SEE BARRICADE DETAILS AND NOTES)
- ④ FURNISH AND INSTALL TAXIWAY CLOSURE 'X' (SEE DETAILS AND NOTES ON SHEET S-1)

LEGEND

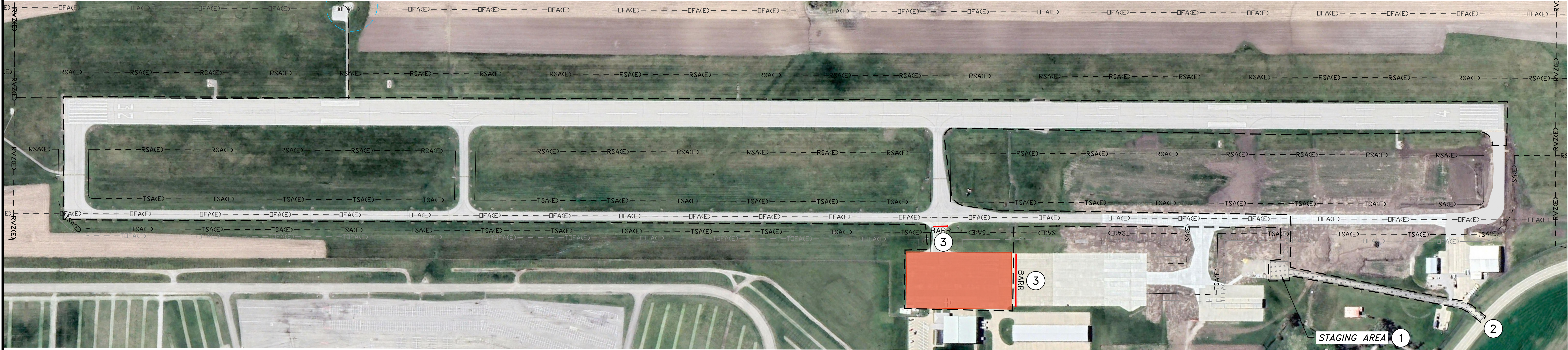
- PHASE 2 BOUNDARY
- LIMITS OF CONSTRUCTION
- CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA
- BARR
- ROW OF BARRICADES
- TAXIWAY CLOSURE 'X' SEE S-1 SHEET FOR DETAILS

PHASE 2

IF THE ALTERNATE BID ITEMS ARE ACCEPTED RUNWAY 14/32 WILL REMAIN OPEN DURING PHASE 2, AND THE SOUTH PARALLEL TAXIWAY SHALL BE CLOSED AND BARRICADED FOR THE DURATION OF THIS PHASE. WORK CONSISTS OF TAXIWAY CRACK SEALING, ASPHALT PATCHING, SLURRY SEAL, AND TEMPORARY PAVEMENT MARKINGS. A NOTAM SHALL BE ISSUED BY THE AIRPORT MANAGER PRIOR TO CONSTRUCTION. GENERAL NOTE #2 SHALL APPLY. WORK COMPLETED DURING THIS PHASE SHALL BE REVIEWED AND APPROVED BY THE ENGINEER AND AIRPORT MANAGER PRIOR TO OPENING OF THE SOUTH PARALLEL TAXIWAY. THE DURATION OF PHASE 2 IS 10 WORKING DAYS.



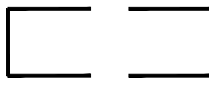
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SAFETY NOTES

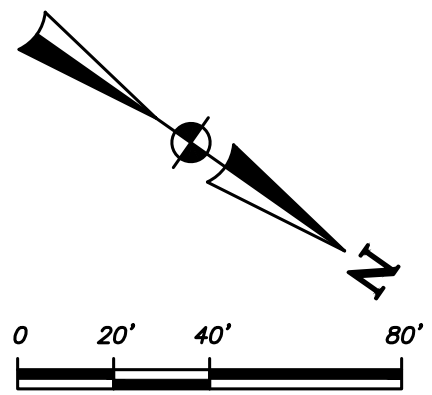
- 1 STAGING AREA - CONTRACTOR STAGING, STORAGE, AND PARKING.
- 2 ACCESS ROAD / HAUL ROUTE
- 3 BARRICADE (SEE BARRICADE DETAILS AND NOTES)

LEGEND

-  PHASE 3 BOUNDARY
-  LIMITS OF CONSTRUCTION
-  CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA
-  ROW OF BARRICADES

PHASE 3

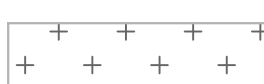
IF THE ALTERNATE BID ITEMS ARE ACCEPTED RUNWAY 14/32 AND PARALLEL TAXIWAY WILL REMAIN OPEN DURING PHASE 3, AND THE SOUTH APRON SHALL BE CLOSED. WORK CONSISTS OF CONCRETE PANEL REPLACEMENT FOR THE APRON. AIRCRAFT TO ACCESS RUNWAY VIA NORTH TAXIWAY CONNECTOR. A NOTAM SHALL BE ISSUED BY THE AIRPORT MANAGER PRIOR TO CONSTRUCTION. GENERAL NOTE #2 SHALL APPLY. THE DURATION OF PHASE 3 IS 5 WORKING DAYS.



SAFETY NOTES

- 1 STAGING AREA - CONTRACTOR STAGING, STORAGE, AND PARKING.
- 2 ACCESS ROAD / HAUL ROUTE
- 3 BARRICADE (SEE BARRICADE DETAILS AND NOTES)

LEGEND

-  PHASE 4 BOUNDARY
-  LIMITS OF CONSTRUCTION
-  CONTRACTOR SITE ACCESS, HAUL ROUTES, AND STAGING AREA
-  ROW OF BARRICADES

PHASE 4

PHASE 4 WILL TAKE PLACE AFTER A 30 DAY HOLDING PERIOD. DURING THIS PHASE, RUNWAY 14/32 AND ANY OF THE PARALLEL TAXIWAY IMPACTED SHALL BE CLOSED. CLOSURE X'S AND BARRICADES SHALL BE PLACED AND THE RUNWAY LIGHTS POWERED OFF. THE AIRPORT WILL BE OPEN FOR HELICOPTER AND EMERGENCY VEHICLES. WORK CONSISTS OF PERMANENT PAVEMENT MARKINGS ALONG RUNWAY 14/32, PARALLEL TAXIWAY, AND ASSOCIATED TAXIWAY CONNECTORS. A NOTAM SHALL BE ISSUED BY THE AIRPORT MANAGER PRIOR TO CONSTRUCTION. GENERAL NOTE #2 SHALL APPLY. THE DURATION OF PHASE 4 IS 5 WORKING DAYS.

SHEET

S-3

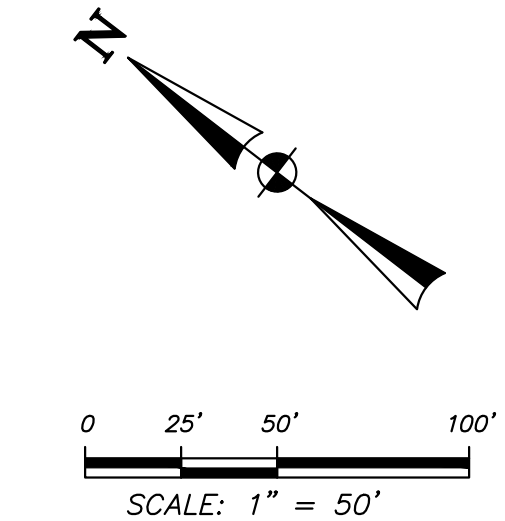
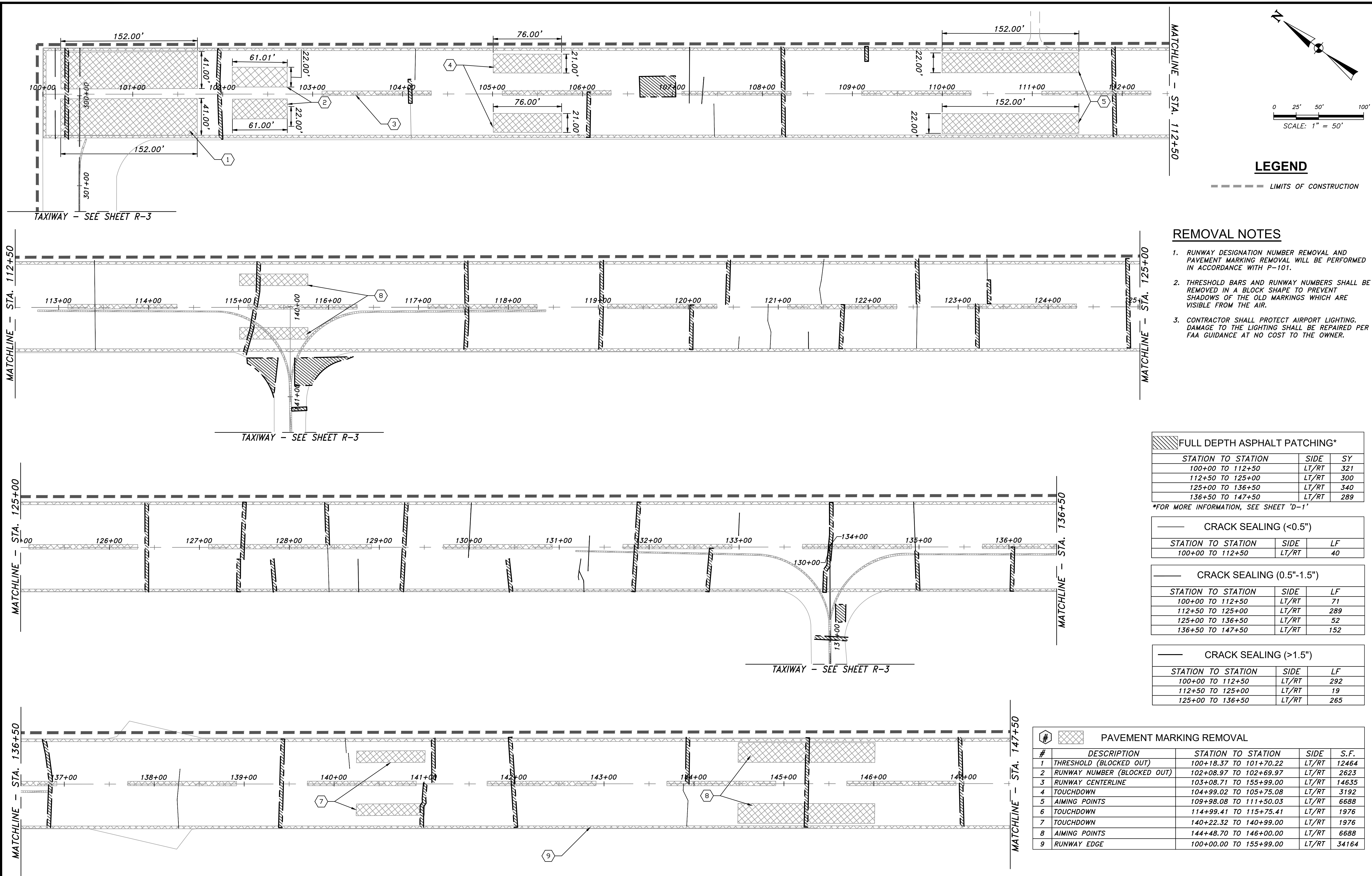
SAFETY AND PHASING PLAN

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

NEWTON

IOWA

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LEGEND

--- LIMITS OF CONSTRUCTION

REMOVAL NOTES

1. RUNWAY DESIGNATION NUMBER REMOVAL AND PAVEMENT MARKING REMOVAL WILL BE PERFORMED IN ACCORDANCE WITH P-101.
2. THRESHOLD BARS AND RUNWAY NUMBERS SHALL BE REMOVED IN A BLOCK SHAPE TO PREVENT SHADOWS OF THE OLD MARKINGS WHICH ARE VISIBLE FROM THE AIR.
3. CONTRACTOR SHALL PROTECT AIRPORT LIGHTING. DAMAGE TO THE LIGHTING SHALL BE REPAIRED PER FAA GUIDANCE AT NO COST TO THE OWNER.

FULL DEPTH ASPHALT PATCHING*		
STATION TO STATION	SIDE	SY
100+00 TO 112+50	LT/RT	321
112+50 TO 125+00	LT/RT	300
125+00 TO 136+50	LT/RT	340
136+50 TO 147+50	LT/RT	289

*FOR MORE INFORMATION, SEE SHEET 'D-1'

CRACK SEALING (<0.5")		
STATION TO STATION	SIDE	LF
100+00 TO 112+50	LT/RT	40

CRACK SEALING (0.5"-1.5")		
STATION TO STATION	SIDE	LF
100+00 TO 112+50	LT/RT	71
112+50 TO 125+00	LT/RT	289
125+00 TO 136+50	LT/RT	52
136+50 TO 147+50	LT/RT	152

CRACK SEALING (>1.5")		
STATION TO STATION	SIDE	LF
100+00 TO 112+50	LT/RT	292
112+50 TO 125+00	LT/RT	19
125+00 TO 136+50	LT/RT	265

#	DESCRIPTION	STATION TO STATION	SIDE	S.F.
1	THRESHOLD (BLOCKED OUT)	100+18.37 TO 101+70.22	LT/RT	12464
2	RUNWAY NUMBER (BLOCKED OUT)	102+08.97 TO 102+69.97	LT/RT	2623
3	RUNWAY CENTERLINE	103+08.71 TO 155+99.00	LT/RT	14635
4	TOUCHDOWN	104+99.02 TO 105+75.08	LT/RT	3192
5	AIMING POINTS	109+98.08 TO 111+50.03	LT/RT	6688
6	TOUCHDOWN	114+99.41 TO 115+75.41	LT/RT	1976
7	TOUCHDOWN	140+22.32 TO 140+99.00	LT/RT	1976
8	AIMING POINTS	144+48.70 TO 146+00.00	LT/RT	6688
9	RUNWAY EDGE	100+00.00 TO 155+99.00	LT/RT	34164

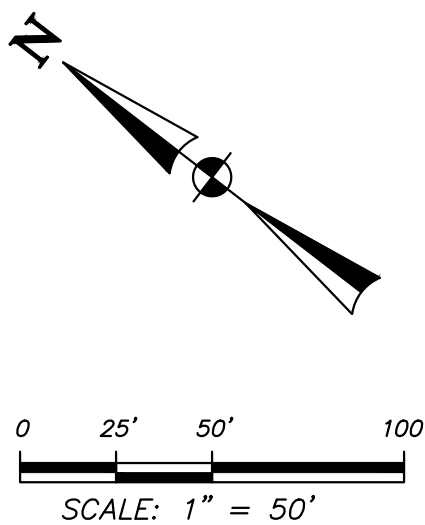
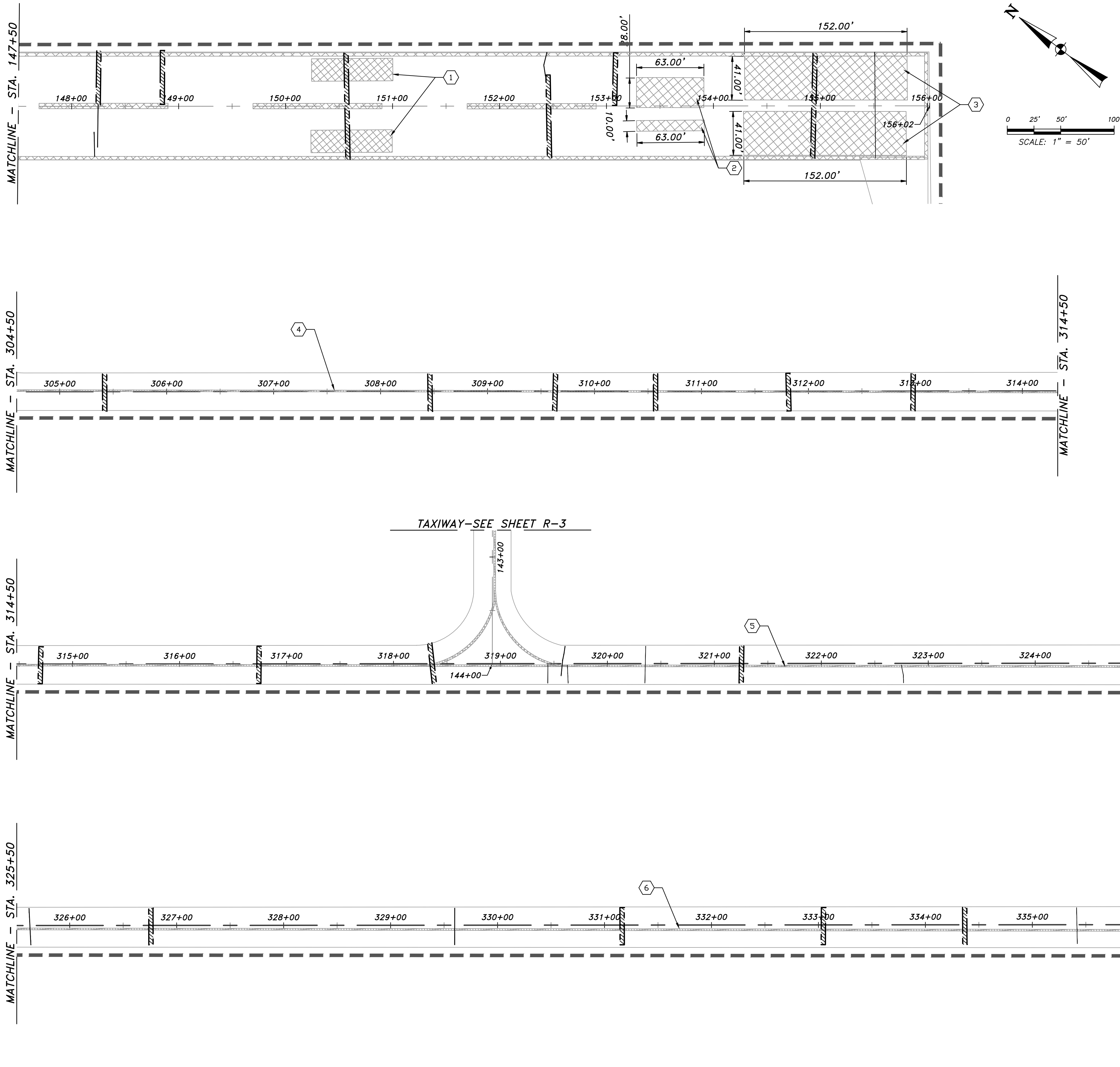
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REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

NEWTON
IOWA

REMOVAL PLAN-RUNWAY

date 05-2024
designed by NSA
checked by CMG
in charge 2402250
SHEET R-1



FULL DEPTH ASPHALT PATCHING*		
STATION TO STATION	SIDE	SY
147+50 TO 155+90	LT/RT	191

*FOR MORE INFORMATION, SEE SHEET 'D-1'

ALT FULL DEPTH ASPHALT PATCHING*		
STATION TO STATION	SIDE	SY
304+00 TO 314+50	LT/RT	112
314+50 TO 325+50	LT/RT	64
325+50 TO 338+50	LT/RT	78

*FOR MORE INFORMATION, SEE SHEET 'D-1'

CRACK SEALING (0.5"-1.5")		
STATION TO STATION	SIDE	LF
147+50 TO 155+90	LT/RT	100

ALT CRACK SEALING (0.5"-1.5")		
STATION TO STATION	SIDE	LF
314+50 TO 325+50	LT/RT	85
325+50 TO 338+50	LT/RT	35

CRACK SEALING (>1.5")		
STATION TO STATION	SIDE	LF
147+50 TO 155+90	LT/RT	86

ALT CRACK SEALING (>1.5")		
STATION TO STATION	SIDE	LF
314+50 TO 325+50	LT/RT	28
325+50 TO 338+50	LT/RT	68

#	DESCRIPTION	STATION TO STATION	SIDE	S.F.
1	TOUCHDOWN	150+22.65 to 150+98.64	LT/RT	3192
2	RUNWAY NUMBER (BLOCKED OUT)	153+26.38 to 153+89.3	LT/RT	2394
3	THRESHOLD (BLOCKED OUT)	154+27.64 to 155+79.64	LT/RT	12464
ALTERNATE REMOVALS				
4	TAXIWAY CENTERLINE MARKING	304+50.00 to 314+50.00	LT/RT	1500
5	TAXIWAY CENTERLINE MARKING	314+50.00 to 325+50.00	LT/RT	1650
6	TAXIWAY CENTERLINE MARKING	325+50.00 to 338+50.00	LT/RT	1950

REMOVAL NOTES

- RUNWAY DESIGNATION NUMBER REMOVAL AND PAVEMENT MARKING REMOVAL WILL BE PERFORMED IN ACCORDANCE WITH P-101.
- THRESHOLD BARS AND RUNWAY NUMBERS SHALL BE REMOVED IN A BLOCK SHAPE TO PREVENT SHADOWS OF THE OLD MARKINGS WHICH ARE VISIBLE FROM THE AIR.
- CONTRACTOR SHALL PROTECT AIRPORT LIGHTING. DAMAGE TO THE LIGHTING SHALL BE REPAIRED PER FAA GUIDANCE AT NO COST TO THE OWNER.

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

REMOVAL PLAN
RUNWAY AND TAXIWAY

date
05-2024
designed
by
NSA
checked
by
CMG
in
2402250

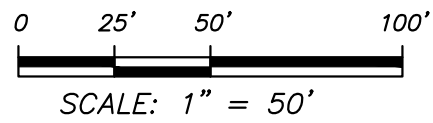
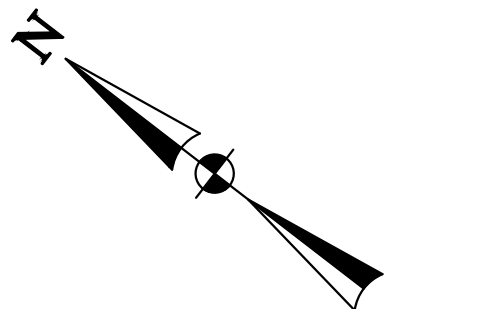
SHEET
R-2

revisions

NEWTON

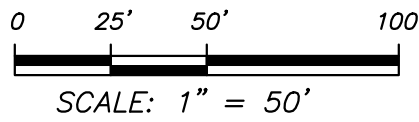
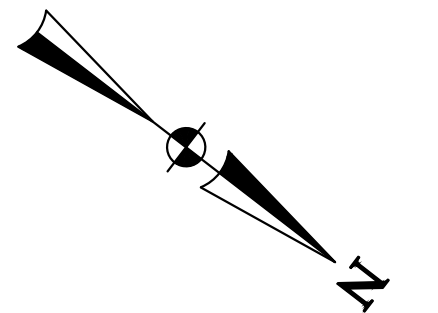
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REMOVAL NOTES

1. FULL DEPTH CONCRETE REMOVAL WILL BE PERFORMED IN ACCORDANCE WITH P-101
2. RUNWAY DESIGNATION NUMBER REMOVAL AND PAVEMENT MARKING REMOVAL WILL BE PERFORMED IN ACCORDANCE WITH P-101.
3. THRESHOLD BARS AND RUNWAY NUMBERS SHALL BE REMOVED IN A BLOCK SHAPE TO PREVENT SHADOWS OF THE OLD MARKINGS WHICH ARE VISIBLE FROM THE AIR.
4. CONTRACTOR SHALL PROTECT AIRPORT LIGHTING. DAMAGE TO THE LIGHTING SHALL BE REPAIRED PER FAA GUIDANCE AT NO COST TO THE OWNER.



ALTERNATE 6" P.C.C. CONCRETE PANEL REPLACEMENT	
DESCRIPTION	SY
APRON	55

ALT FULL DEPTH ASPHALT PATCHING*		
STATION TO STATION	SIDE	SY
132+53 TO 133+99	LT	29

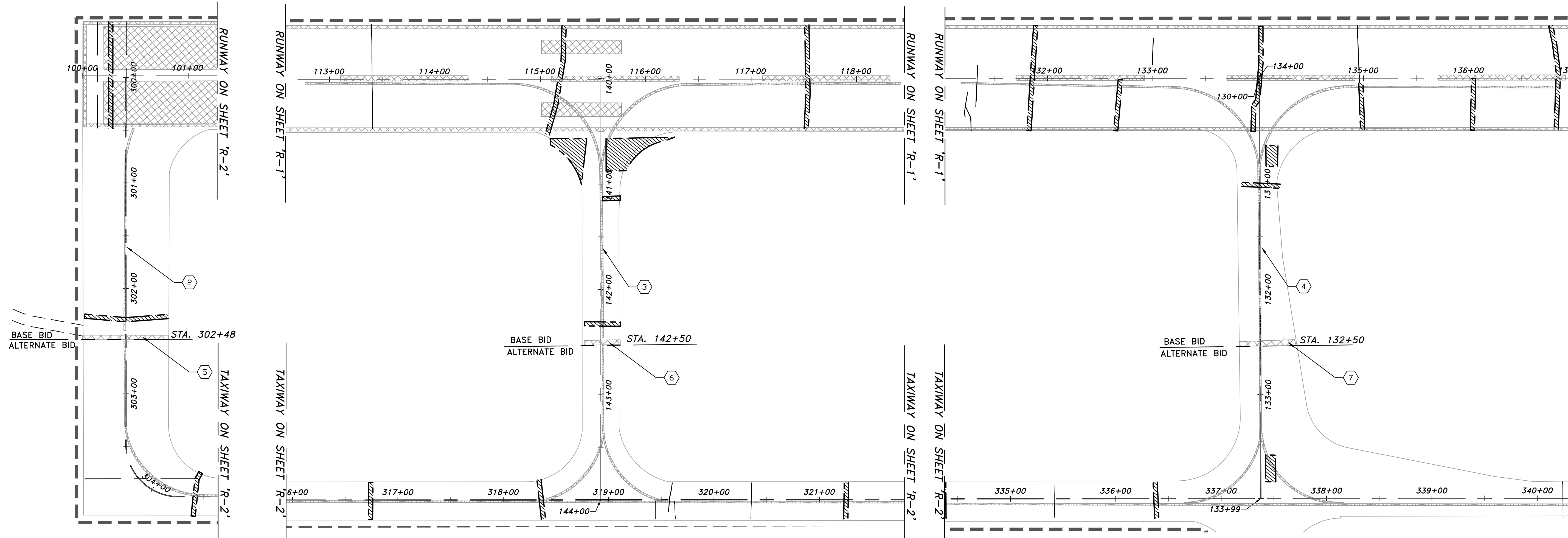
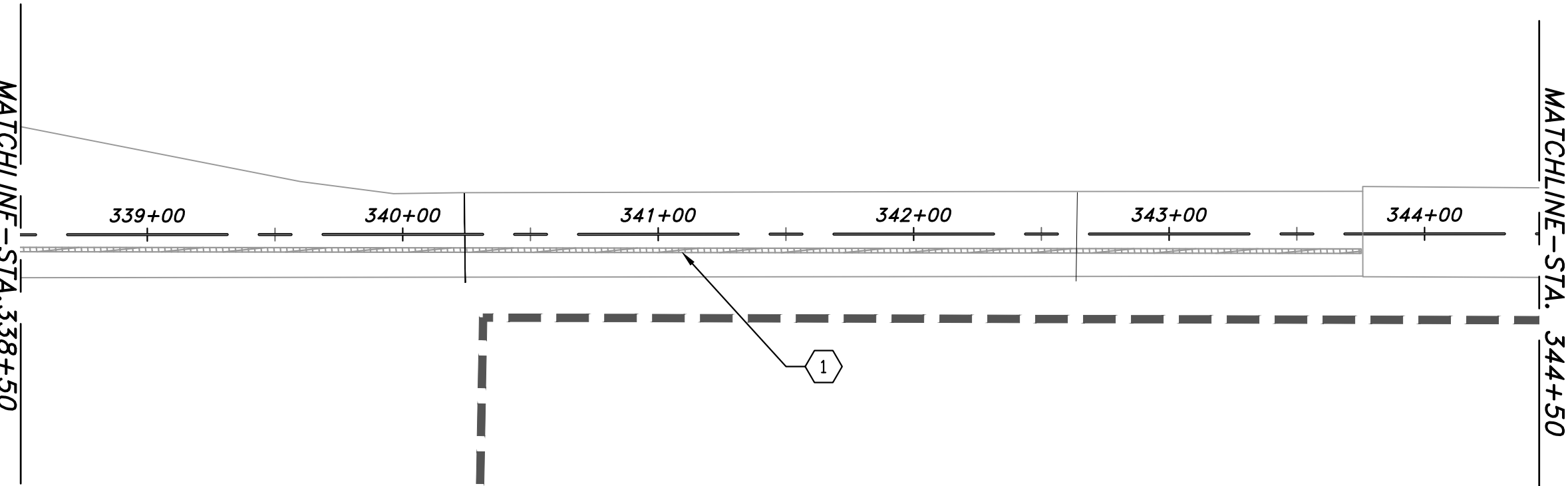
*FOR MORE INFORMATION, SEE SHEET 'D-1'

FULL DEPTH ASPHALT PATCHING*		
STATION TO STATION	SIDE	SY
300+00 TO 302+48	LT/RT	36
140+00 TO 142+53	LT/RT	215
130+00 TO 132+53	LT/RT	38

*FOR MORE INFORMATION, SEE SHEET 'D-1'

ALTERNATE CRACK SEALING				
STATION TO STATION	SIDE	LF	W(in)	SYMB.
300+00 TO 304+00	LT/RT	107	>1.5	_____
338+00 TO 344+00	LT/RT	35	1	_____
338+00 TO 344+00	LT/RT	35	<=0.5	_____
APRON	NA	15	<=0.5	_____

#	DESCRIPTION	STATION TO STATION	SIDE	S.F.
1	TAXIWAY CENTERLINE	338+50 to 343+75	LT/RT	789
2	TAXIWAY CENTERLINE	300+47 to 302+40	LT/RT	290
3	TAXIWAY CENTERLINE	140+00 to 142+53	LT/RT	1522
4	TAXIWAY CENTERLINE	130+00 to 132+53	LT/RT	1403
5	HOLD-POINT MARKINGS	302+44 to 302+48	LT/RT	324
6	HOLD-POINT MARKINGS	141+96 to 142+00	LT/RT	140
7	HOLD-POINT MARKINGS	131+96 to 132+00	LT/RT	186
ALTERNATE BID				
2A	TAXIWAY CENTERLINE	302+47 to 304+50	LT/RT	305
3A	TAXIWAY CENTERLINE	142+53 to 144+00	LT/RT	106
4A	TAXIWAY CENTERLINE	132+53 to 133+99	LT/RT	225



revisions

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

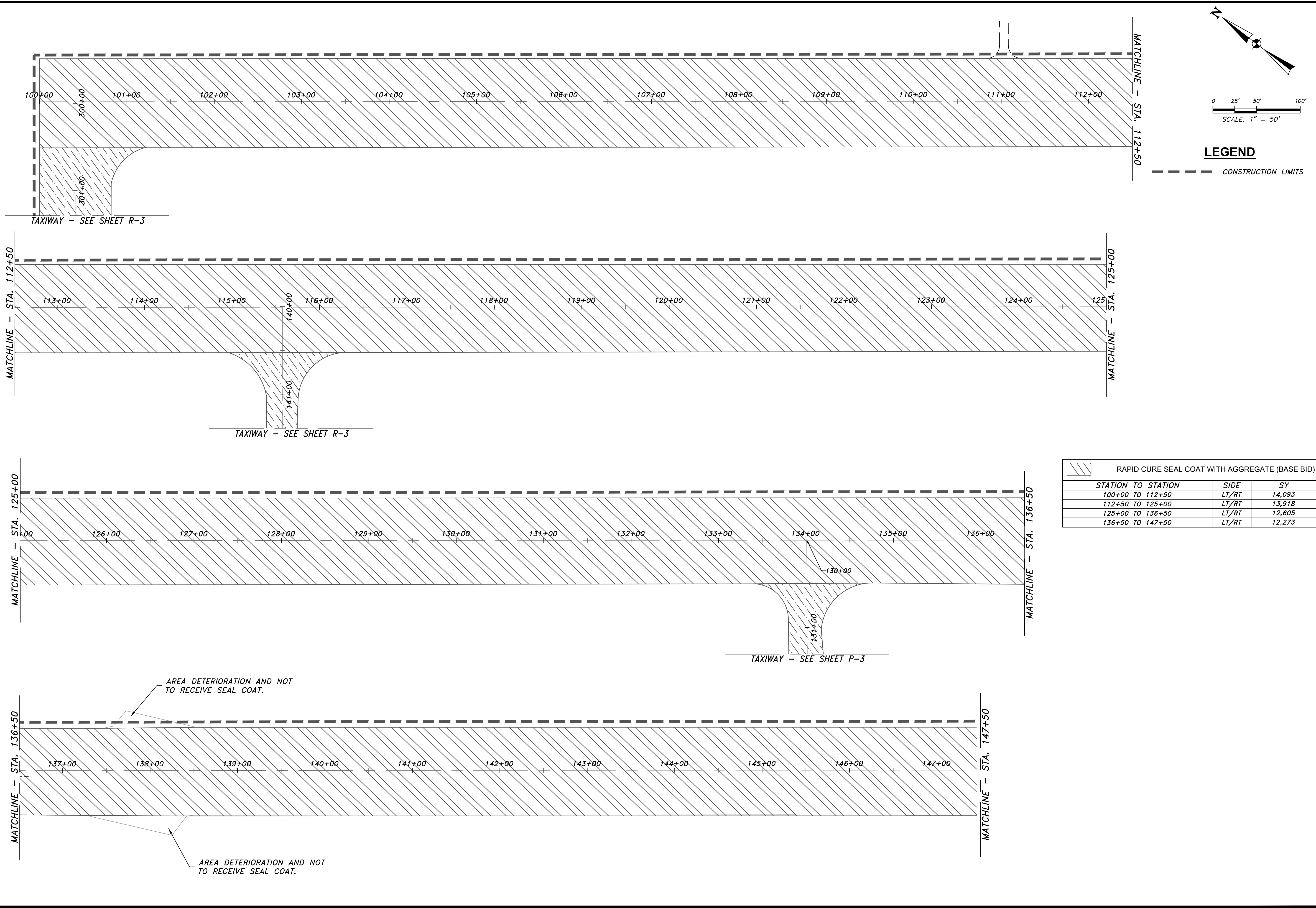
NEWTON

IOWA

REMOVAL PLAN
TAXIWAYS AND APRON

date 05-2024
designed by CMG
checked by CMG
in 2402250
SHEET R-3

May 15, 2024 -- 10:51am Plotted By: nozuez F:\24\2402250\cadd\plans\2402250_P-1.dwg Layout: P-1



revisions

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

NEWTON

IOWA

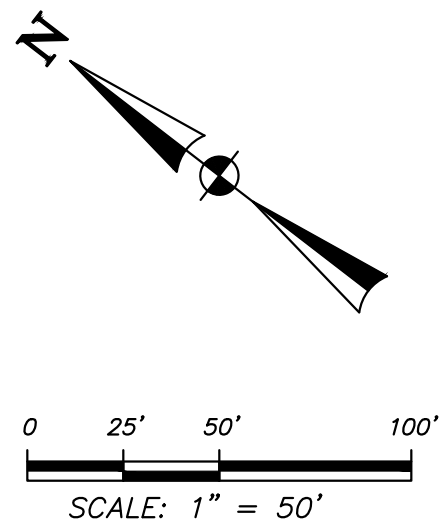
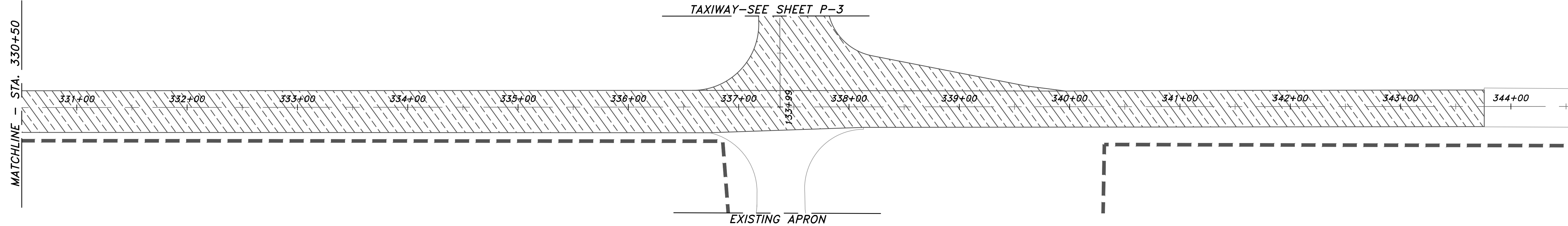
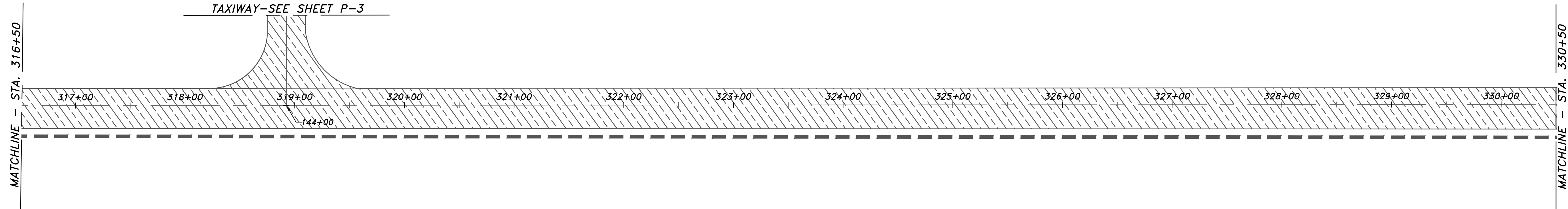
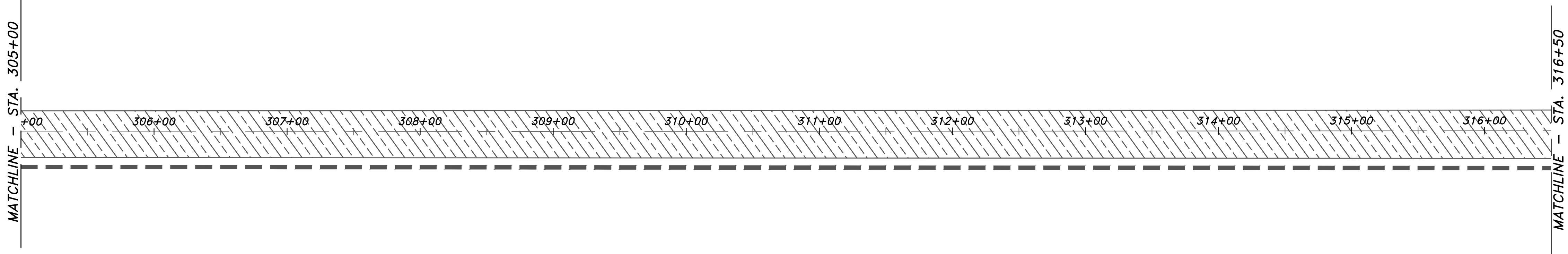
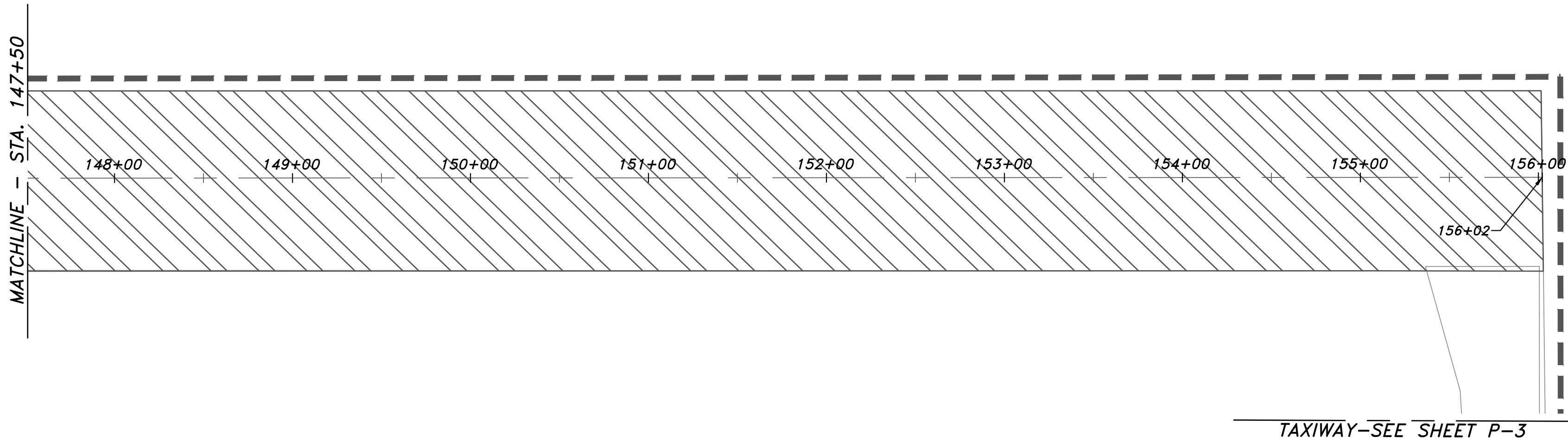
PAVING PLAN

date 05-2024
designed by CMG
checked by CMG
in charge CMG

SHEET P-1



May 15, 2024 -- 10:51am Plotted By: nozuez F:\24\2402250\cadd\plans\2402250_P-1.dwg Layout: P-2

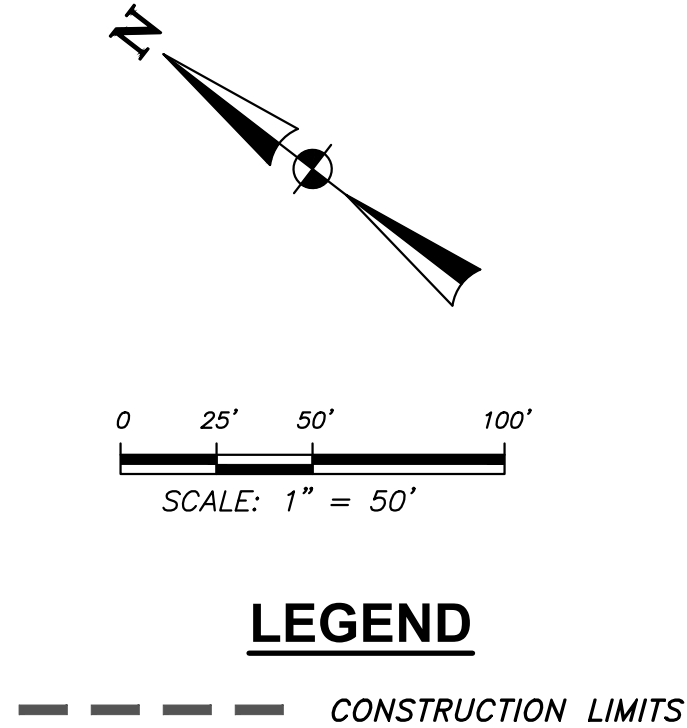
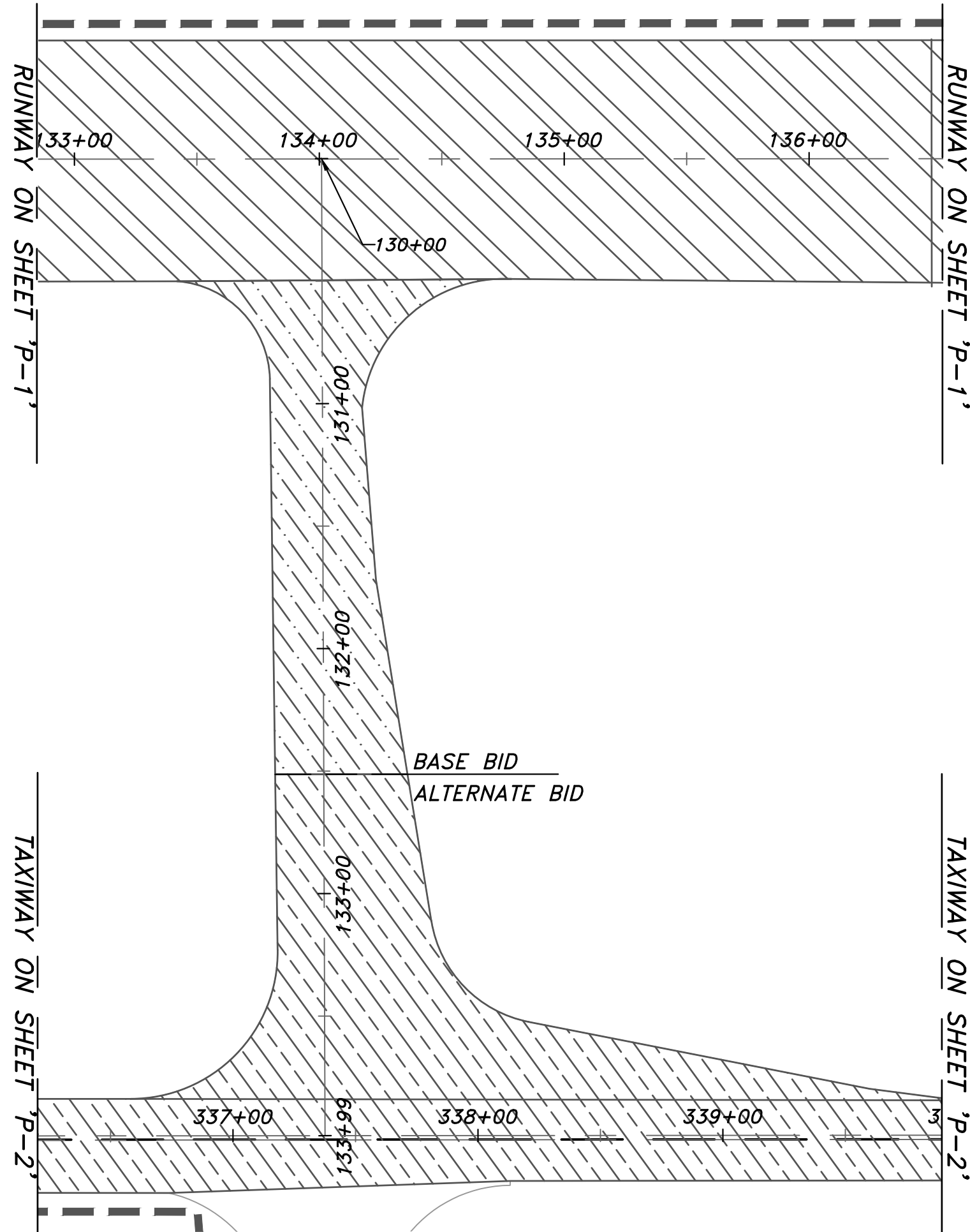
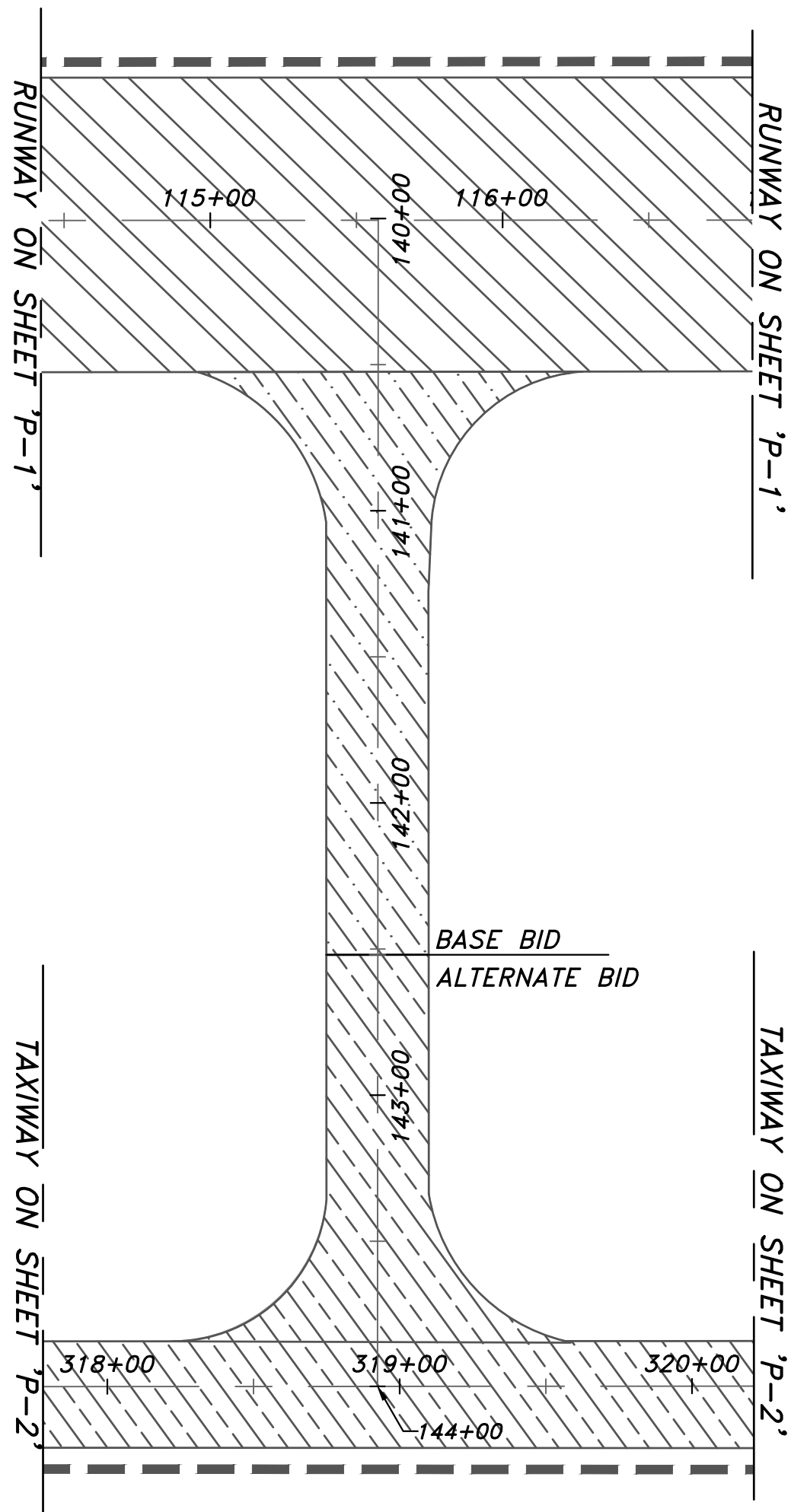
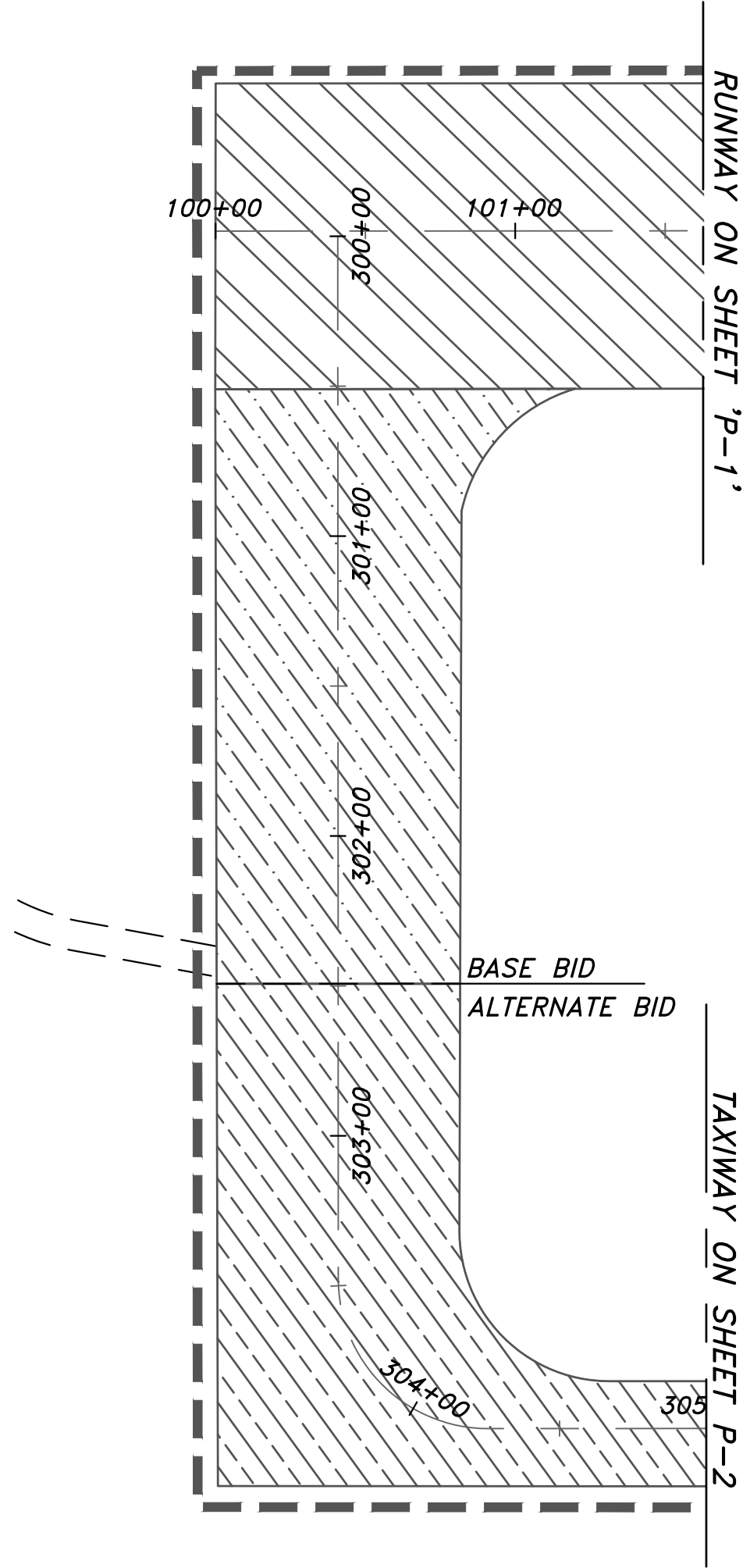


LEGEND

--- CONSTRUCTION LIMITS

RAPID CURE SEAL COAT NO AGGREGATE (ALTERNATE BID)		
STATION TO STATION	SIDE	SY
305+00 TO 316+50	LT/RT	4,558
316+50 TO 330+50	LT/RT	5,758
330+50 TO 343+75	LT/RT	5,281

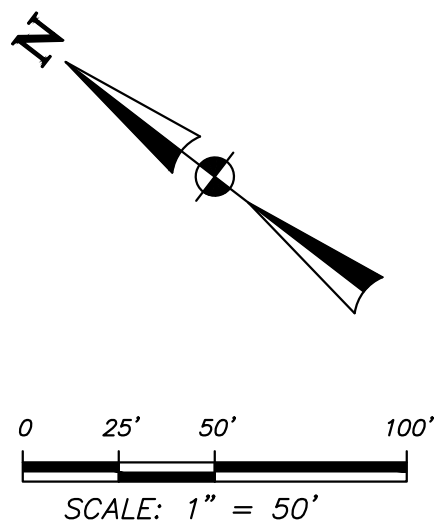
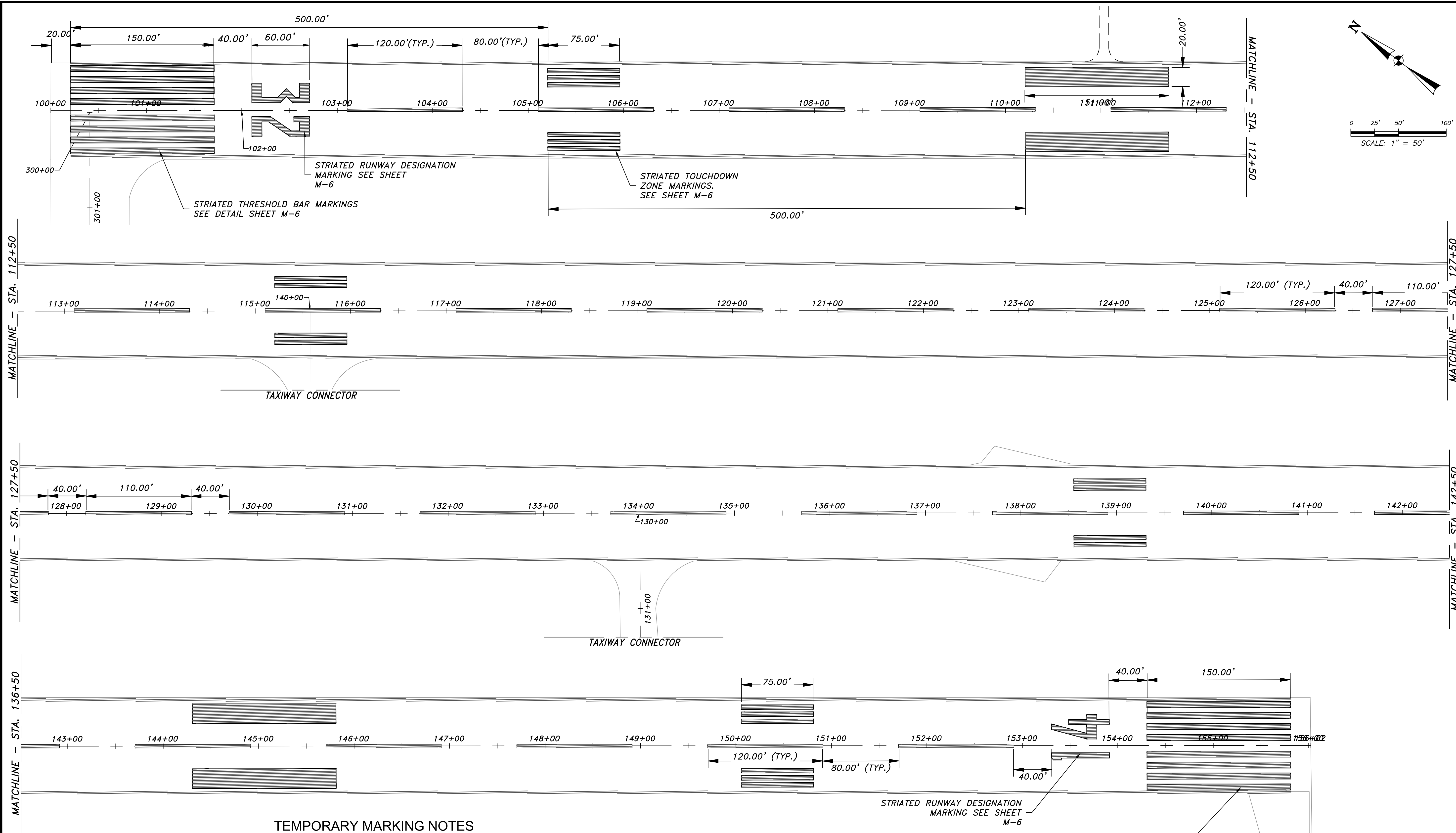
RAPID CURE SEAL COAT WITH AGGREGATE (BASE BID)		
STATION TO STATION	SIDE	SY
147+50 TO 156+02	LT/RT	9,555



RAPID CURE SEAL COAT NO AGGREGATE (BASE BID)		
STATION TO STATION	SIDE	SY
300+51 TO 302+50	LT/RT	1,855
140+52 TO 142+52	LT/RT	931
130+50 TO 132+21	LT/RT	1072

RAPID CURE SEAL COAT NO AGGREGATE (ALT. BID)		
STATION TO STATION	SIDE	SY
302+50 TO 305+00	LT/RT	1,889
132+49 TO 133+82	LT/RT	1,466
142+50 TO 143+82	LT/RT	662

May 15, 2024 -- 11:28am Plotted By: nozsez F:\24\2402250\cadd\plans\2402250-M-1.dwg Layout: M-1



LEGEND:

PAVEMENT MARKINGS	
MARKING COLOR	QUANTITY (S.F.)
WHITE	43336

*FOR INFORMATION ONLY

TEMPORARY MARKING NOTES

- TEMPORARY MARKING SHALL BE APPLIED AFTER THE SLURRY SEAL IS COMPLETED. A MINIMUM OF 24 HOURS SHALL ELAPSE BETWEEN THE APPLICATION OF THE RAPID CURE SEAL COAT AND THE APPLICATION OF TEMPORARY MARKINGS. TEMPORARY MARKINGS SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PAVEMENT MARKINGS BID ITEMS.
- ALL RUNWAY MARKINGS SHALL BE WHITE IN COLOR. ALL HOLDLINES SHALL BE YELLOW IN COLOR.
- CONTRACTOR IS RESPONSIBLE FOR SURVEYING AND LAYING OUT OF ALL MARKINGS.
- MARKINGS SHALL BE COMPLETELY DRY PRIOR TO OPENING THE RUNWAY.
- SEE SECTION P-620 OF THE PROJECT SPECIFICATIONS FOR FURTHER GUIDANCE.
- SEE SHEET M-6 FOR MARKING DETAILS.

revisions

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

NEWTON

IOWA

MARKING PLANS

date 05-2024
designed by NEM
checked by CMG
in charge CMG
2402250

SHEET M-1

KIRKHAM
MICHAEL

May 15, 2024 -- 11:17am Plotted By: chazellon \\KIRKHAMMICHAEL\projects\24\2402250\cadd\plans\2402250-M-1.dwg Layout: M-2

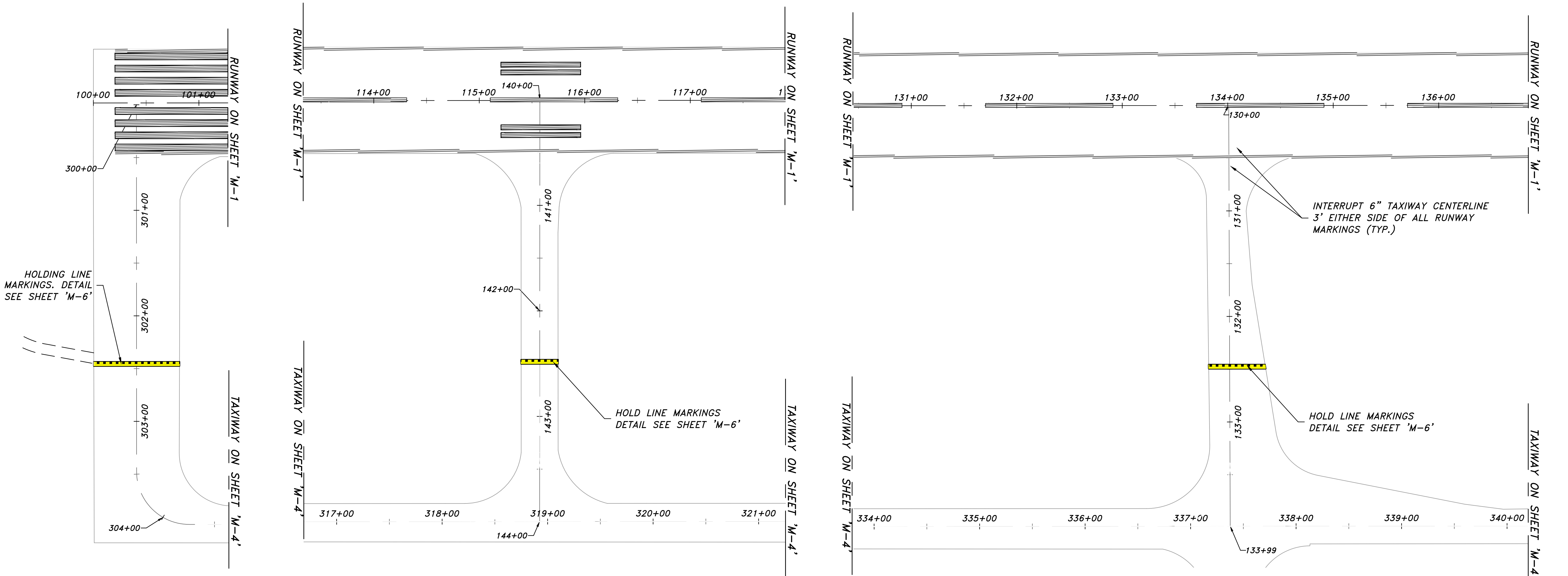
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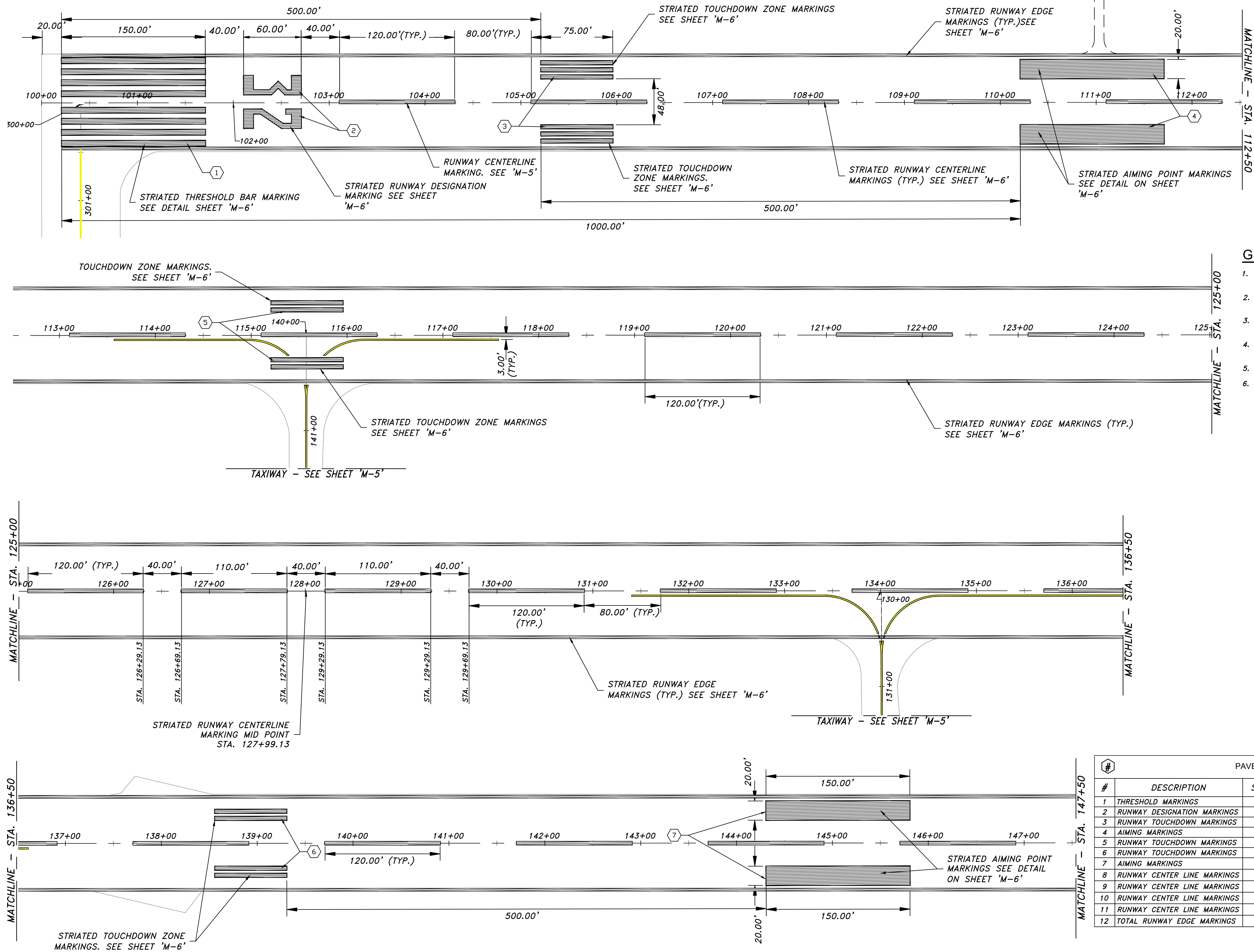
TEMPORARY PAVEMENT MARKINGS	
MARKING COLOR	QUANTITY (S.F.)
	RUNWAY
YELLOW	249

*FOR INFORMATION ONLY

TEMPORARY MARKING NOTES

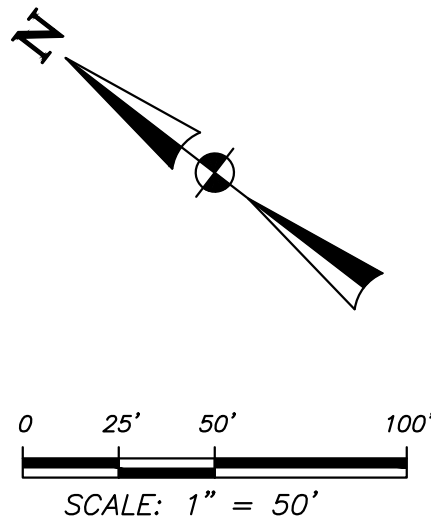
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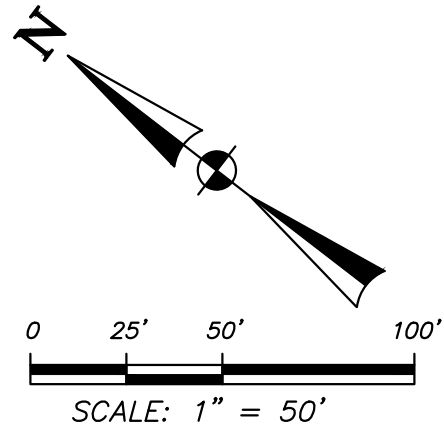
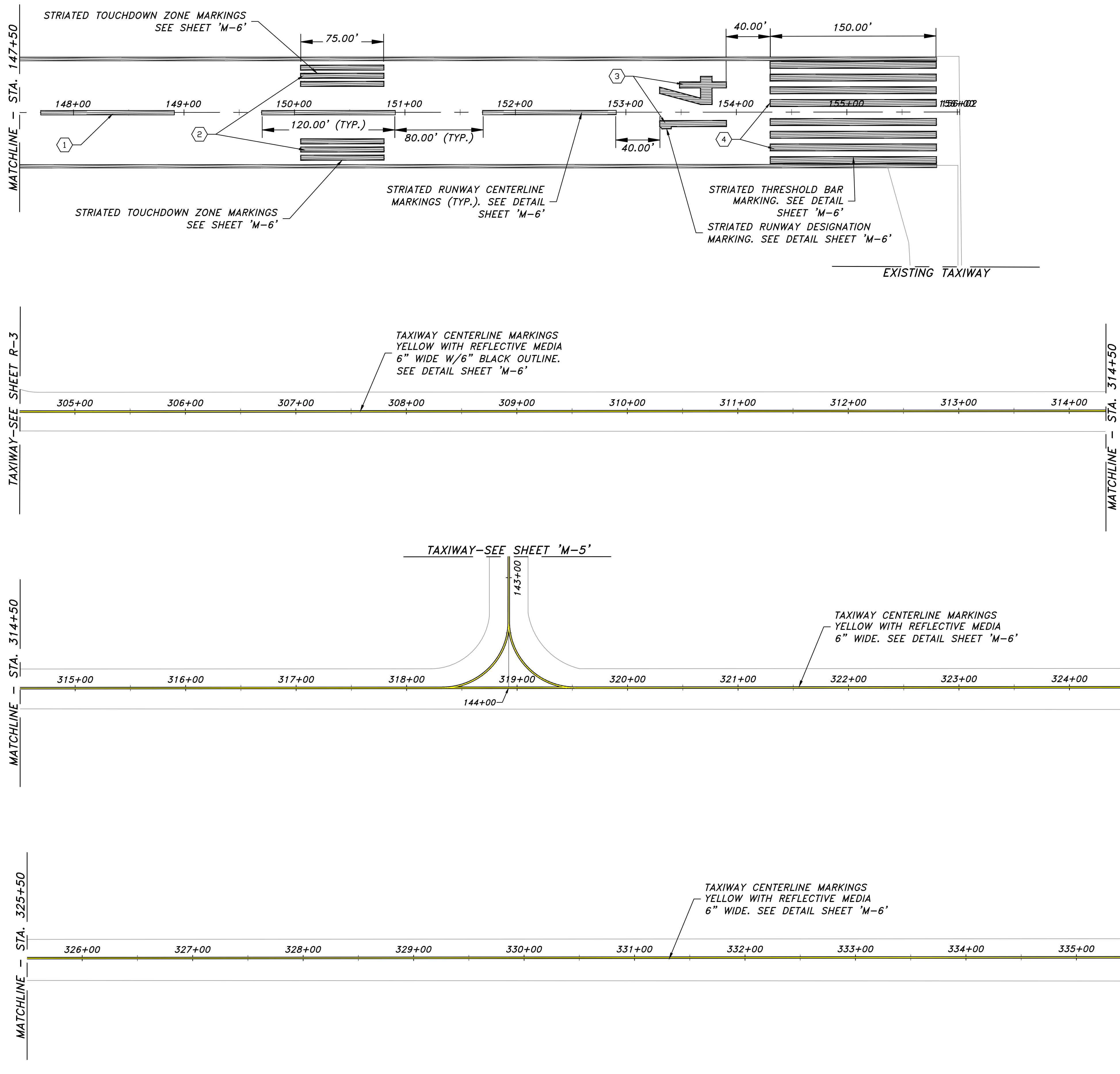


GENERAL MARKING NOTES

- MARKINGS SHALL BE INSTALLED IN ACCORDANCE TO P-620.
- ALL MARKINGS SHALL BE OUTLINED WITH 6" NON-REFLECTIVE SOLID BLACK PAINT.
- CONTRACTOR IS RESPONSIBLE FOR SURVEYING AND LAYING OUT OF ALL MARKINGS.
- MARKING DIMENSIONS DO NOT INCLUDE 6" BLACK OUTLINE.
- SEE SHEET 'M-6' FOR MARKING DETAILS.
- ALL WHITE MARKINGS SHALL BE STRIATED, CONSISTING OF A SERIES OF LONGITUDINAL PAINTED STRIPES 4" TO 6" WIDE WITH EQUAL WIDTH UNPAINTED SPACES. BASIS OF PAYMENT SHALL BE PER SQUARE FOOT OF THE GROSS AREA FOR THE NOMINAL DIMENSIONS SHOWN WITH NO DEDUCTIONS FOR THE SPACES BETWEEN LONGITUDINAL STRIPES.



PAVEMENT MARKING (S. F.)					
#	DESCRIPTION	STATION TO STATION	SIDE	WHITE	BLACK
1	THRESHOLD MARKINGS	100+19 TO 101+69	LT/RT	5,175	1254
2	RUNWAY DESIGNATION MARKINGS	100+18 TO 101+70	LT/RT	1,287	209
3	RUNWAY TOUCHDOWN MARKINGS	105+19 TO 105+94	LT/RT	1,810	481
4	AIMING MARKINGS	110+19 TO 111+69	LT/RT	6,000	342
5	RUNWAY TOUCHDOWN MARKINGS	115+19 TO 115+94	LT/RT	1,206	320
6	RUNWAY TOUCHDOWN MARKINGS	138+54 TO 139+29	LT/RT	1,207	320
7	AIMING MARKINGS	144+29 TO 145+79	LT/RT	6,000	342
8	RUNWAY CENTER LINE MARKINGS	100+00 TO 112+50	LT/RT	1,800	620
9	RUNWAY CENTER LINE MARKINGS	112+50 TO 125+00	LT/RT	2,160	744
10	RUNWAY CENTER LINE MARKINGS	125+00 TO 137+00	LT/RT	2,520	868
11	RUNWAY CENTER LINE MARKINGS	137+00 TO 147+50	LT/RT	1,800	620
12	TOTAL RUNWAY EDGE MARKINGS	100+19 TO 155+99	LT/RT	33,448	-



GENERAL MARKING NOTES

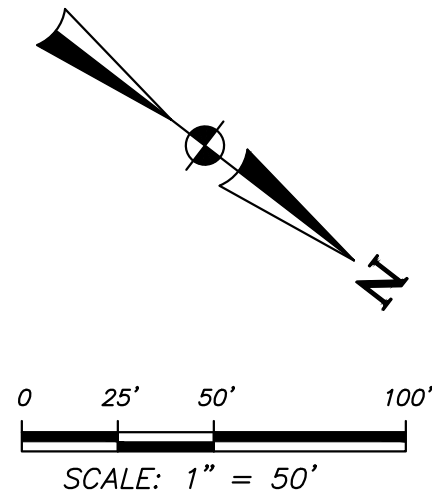
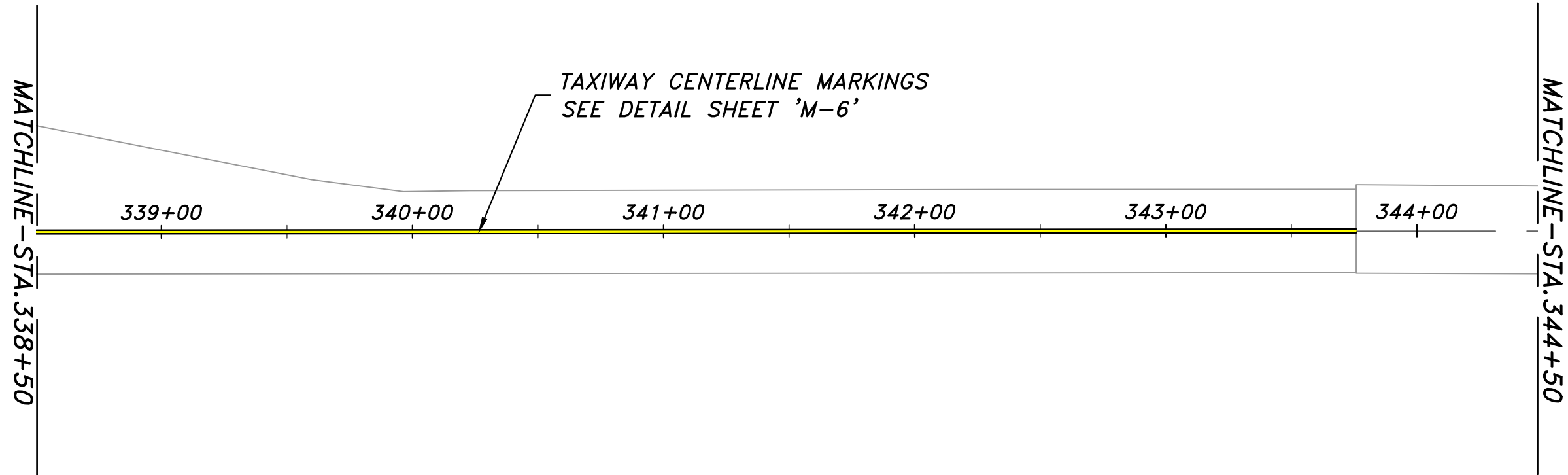
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- 3. CONTRACTOR IS RESPONSIBLE FOR SURVEYING AND LAYING OUT OF ALL MARKINGS.
- 4. MARKING DIMENSIONS DO NOT INCLUDE 6" BLACK OUTLINE.
- 5. SEE SHEET 'M-6' FOR MARKING DETAILS.
- 6. ALL WHITE MARKINGS SHALL BE STRIATED, CONSISTING OF A SERIES OF LONGITUDINAL PAINTED STRIPES 4" TO 6" WIDE WITH EQUAL WIDTH UNPAINTED SPACES. BASIS OF PAYMENT SHALL BE PER SQUARE FOOT OF THE GROSS AREA FOR THE NOMINAL DIMENSIONS SHOWN WITH NO DEDUCTIONS FOR THE SPACES BETWEEN LONGITUDINAL STRIPES.

#	PAVEMENT MARKING (S.F.)				
#	DESCRIPTION	STATION TO STATION	SIDE	WHITE	BLACK
1	RUNWAY CENTER LINE MARKINGS	147+50 TO 155+99	LT/RT	1,080	372
2	RUNWAY TOUCHDOWN MARKINGS	150+04 TO 150+79	LT/RT	1,810	481
3	RUNWAY DESIGNATION MARKINGS	153+29 TO 153+89	LT/RT	920	174
4	THRESHOLD MARKINGS	154+29 TO 155+79	LT/RT	5,175	1,254

#	ALTERNATE BID PAVEMENT MARKING (S.F.)				
#	DESCRIPTION	STATION TO STATION	SIDE	YELLOW	BLACK
1	TAXIWAY CENTERLINE MARKINGS	304+50 TO 314+50	LT/RT	500	1,000
2	TAXIWAY CENTERLINE MARKINGS	314+50 TO 325+50	LT/RT	550	1,100
3	TAXIWAY CENTERLINE MARKINGS	325+50 TO 338+50	LT/RT	650	1,300

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

PERMANENT MARKING PLAN

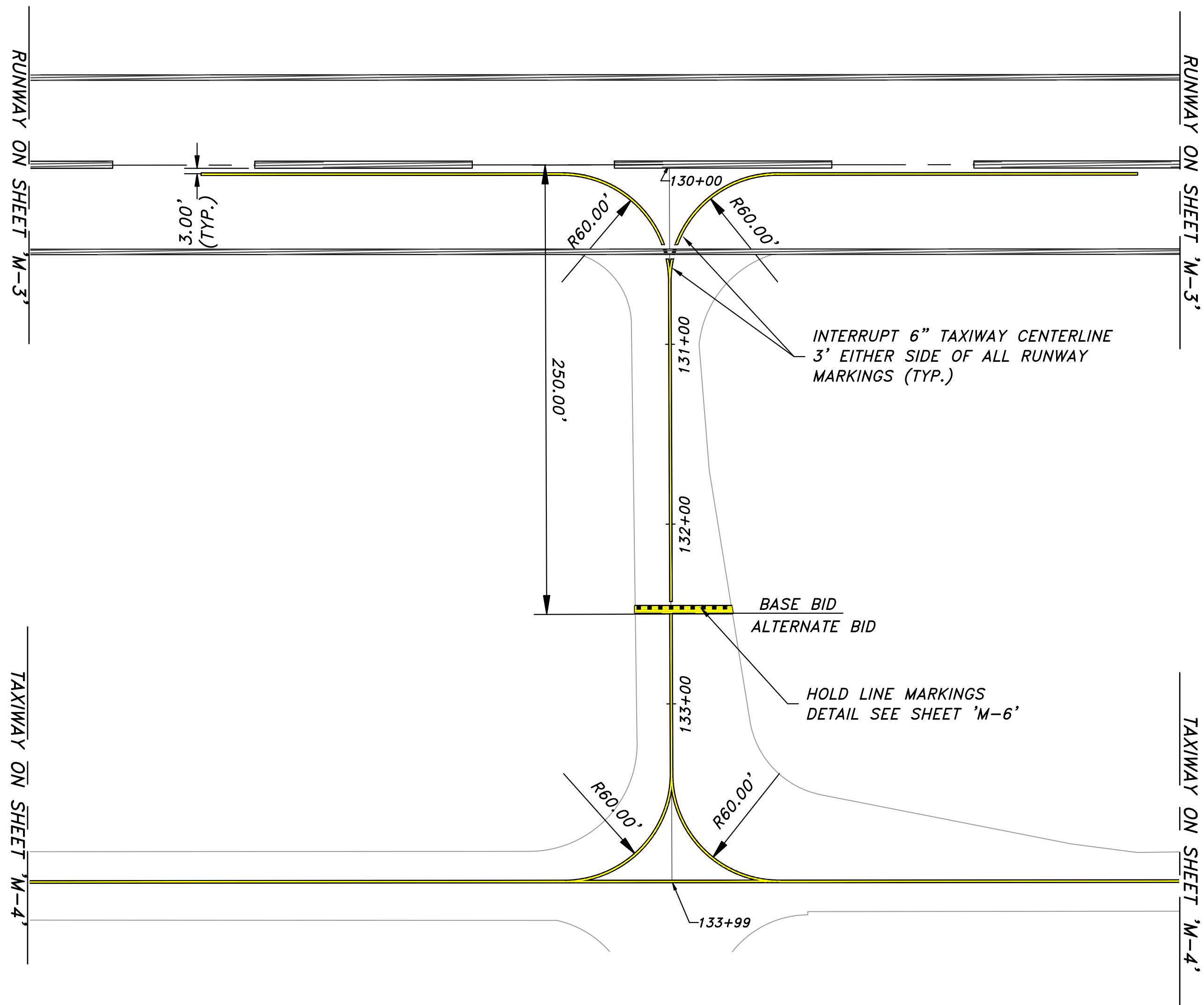
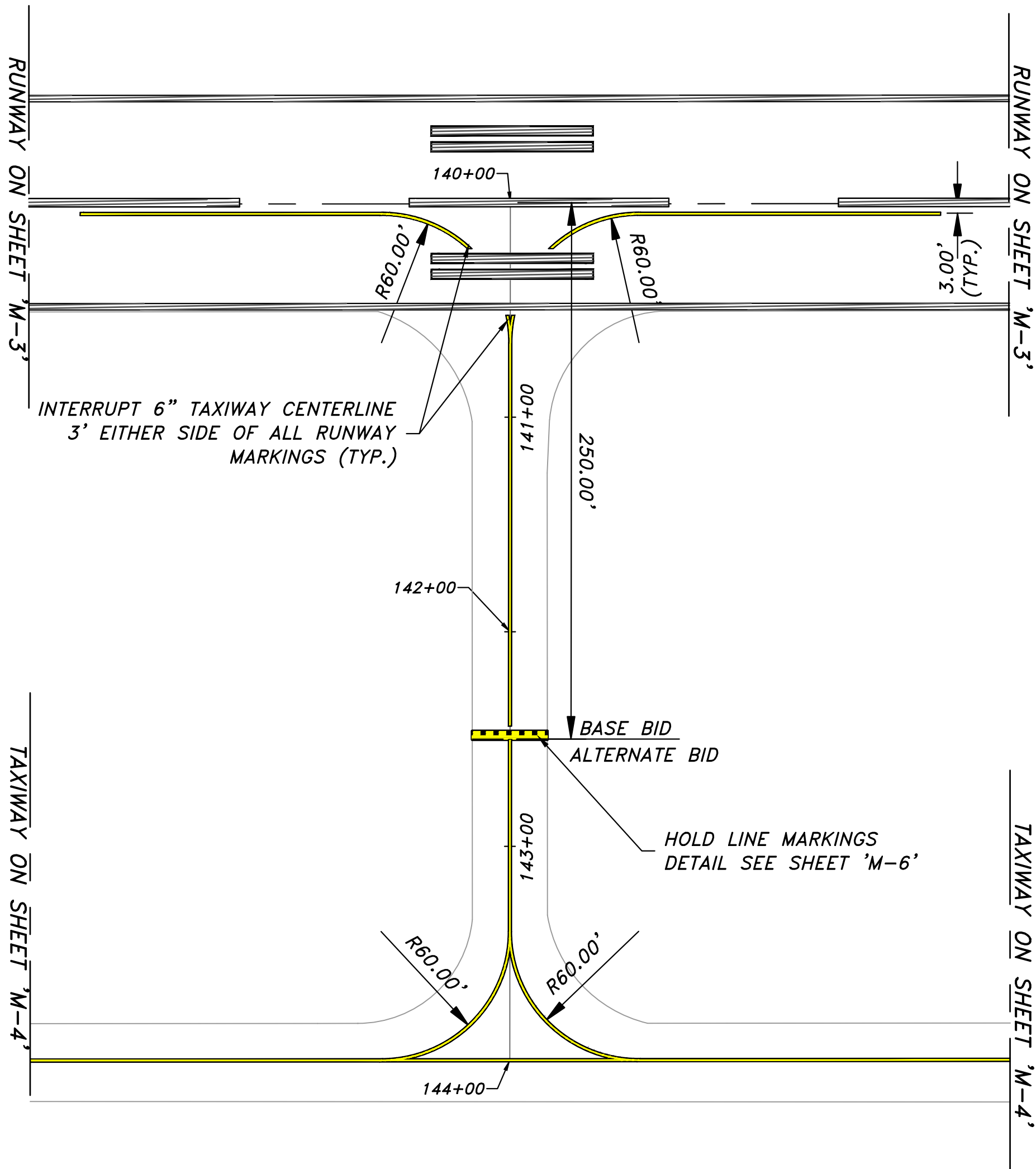
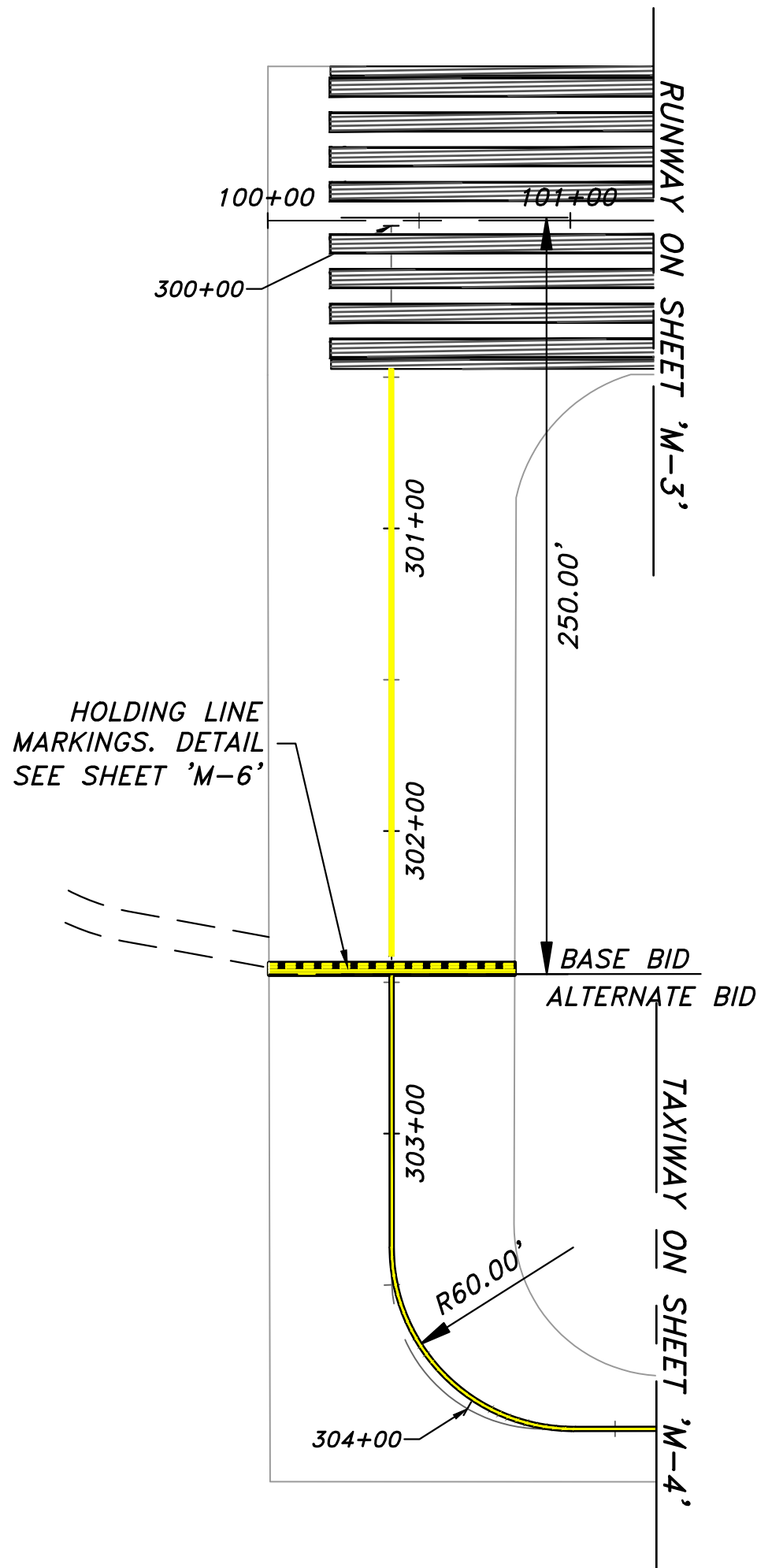


ALTERNATE BID PAVEMENT TAXIWAY CENTERLINE MARKING (S.F.)						
#	DESCRIPTION	STATION TO STATION	SIDE	YELLOW	BLACK	
	TAXIWAY CENTERLINE MARKINGS	338+50 TO 343+76	LT/RT	263	526	
	TAXIWAY CENTERLINE MARKINGS	142+50 TO 144+00	LT/RT	141	281	
	TAXIWAY CENTERLINE MARKINGS	132+50 TO 133+99	LT/RT	141	281	
	TAXIWAY CENTERLINE MARKINGS	302+47 TO 304+50	LT/RT	102	202	

BASE BID PAVEMENT TAXIWAY CENTERLINE MARKING (S.F.)						
#	DESCRIPTION	STATION TO STATION	SIDE	YELLOW	BLACK	
	TAXIWAY CENTERLINE MARKINGS	140+00 TO 142+50	LT/RT	384	769	
	TAXIWAY CENTERLINE MARKINGS	130+00 TO 132+50	LT/RT	384	769	
	TAXIWAY CENTERLINE MARKINGS	300+47 TO 304+50	LT/RT	294	590	
	HOLDING POSITION MARKING	302+43 TO 304+47	LT/RT	118	207	
	HOLDING POSITION MARKING	141+96 TO 142+00	LT/RT	53	102	
	HOLDING POSITION MARKING	131+96 TO 132+00	LT/RT	67	201	

GENERAL MARKING NOTES

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- CONTRACTOR IS RESPONSIBLE FOR SURVEYING AND LAYING OUT OF ALL MARKINGS.
- MARKING DIMENSIONS DO NOT INCLUDE 6" BLACK OUTLINE.
- SEE SHEET 'M-6' FOR MARKING DETAILS.
- ALL WHITE MARKINGS SHALL BE STRIATED, CONSISTING OF A SERIES OF LONGITUDINAL PAINTED STRIPES 4" TO 6" WIDE WITH EQUAL WIDTH UNPAINTED SPACES. BASIS OF PAYMENT SHALL BE PER SQUARE FOOT OF THE GROSS AREA FOR THE NOMINAL DIMENSIONS SHOWN WITH NO DEDUCTIONS FOR THE SPACES BETWEEN LONGITUDINAL STRIPES.



revisions

REHABILITATE RUNWAY 14/32
NEWTON MUNICIPAL AIRPORT (TNU)

PERMANENT MARKING PLAN

date 05-2024
designed by NSA
checked by CMG
in charge 2402250
SHEET M-5

NEWTON

IOWA



A diagram illustrating the layout of a taxiway hold marking. The diagram shows a cross-section of a taxiway with a black outline and yellow dashed markings. The markings consist of four lines (yellow) at 6" each and three spaces (black) at 6" each, centered on the taxiway. The markings are 3' in length. The entire yellow hold marking and the spaces between the dashes are outlined in 6" black. The diagram also shows the taxiway centerline marking, the distance to the runway centerline (14-32 CL), and the aircraft holding side. The edge of the pavement is indicated on the left.

EDGE OF PAVEMENT

4 LINES (YELLOW) AT 6" EACH AND 3 SPACES (BLACK) AT 6" EACH

DASHES (YELLOW) AND SPACES 3' IN LENGTH CENTERED ON TAXIWAY

6" BLACK OUTLINE AROUND ENTIRE YELLOW HOLD MARKING AND BETWEEN DASHES

TAXIWAY CENTERLINE MARKING

AIRCRAFT HOLDING SIDE

14-32 CL

DISTANCE TO RUNWAY CENTERLINE

The diagram illustrates the layout of a taxiway edge marking. It shows a cross-section of a taxiway with a yellow centerline and a black edge line. The centerline is labeled "TAXIWAY CENTERLINE" and the edge line is labeled "TAXIWAY EDGE". The distance from the centerline to the edge is labeled "1/2 TAXIWAY WIDTH". The centerline marking is described as "TAXIWAY CENTERLINE MARKING YELLOW WITH REFLECTIVE MEDIA 6\"

The diagram illustrates the layout of runway lighting markings. It shows a top-down view of a runway section. Key features include:

- Runway Centerline:** A dashed line running horizontally through the center of the runway.
- Runway Edge:** Two vertical lines on the left and right sides of the runway.
- Touchdown Zone (TDZ) Markings:** Three sets of three parallel vertical bars on each side of the centerline, located within the first 100 feet of the runway.
- Dimensions:**
 - A vertical dimension of 75' is shown on the left side, indicating the width of the runway.
 - A horizontal dimension of 100' is shown at the bottom, indicating the length of the TDZ markings.
- Marking Labels:**
 - A:** 48'-00" (Distance from the start of the TDZ markings to the centerline)
 - B:** 4'-00" (Distance between the centerline and the first set of TDZ markings)
 - C:** 3'-4" (Distance between the first and second sets of TDZ markings)
 - D:** 7'-3" (Distance between the second and third sets of TDZ markings)
- Note:** 6" BLACK OUTLINE NOT SHOWN (Referring to the TDZ markings)

Diagram illustrating the layout of a runway, showing dimensions and markings.

Dimensions:

- Runway width: 75'
- Runway centerline distance: 100'

Markings:

- Runway Edge
- Runway Centerline
- Touchdown Markings (A, B, C, D) on both sides of the centerline.

ALL MARKINGS SHOWN ON TOUCHDOWN MARKINGS ARE WHITE WITH GLASS BEADS.

Dimensions for Touchdown Markings:

- A: 48'-00"
- B: 4'-00"
- C: 3'-4"
- D: 14'-7"

NOTE: 6" BLACK OUTLINE NOT SHOWN

The diagram illustrates a runway layout with the following dimensions and features:

- Runway Centerline:** Indicated by a vertical line with a lightning bolt symbol at the top.
- Runway End/Threshold:** Indicated by a horizontal line with a lightning bolt symbol at the bottom.
- Runway Width:** 100' (indicated at the bottom).
- Runway Length:** 1,020' (indicated on the left side).
- Obstacle Dimensions:** Two rectangular obstacles are shown, each 20' wide and 150' high.
- Clearance Dimensions:** The distance between the obstacles is 24', and the distance from each obstacle to the runway centerline is 24'.

Diagram illustrating the layout of runway markings, showing the side view and the top view (plan view).

Side View (Top): Shows the runway width (150') and the Runway Centerline. The Runway Edge is indicated on both sides.

Top View (Bottom): Shows the runway width (100') and the Runway End. The Runway Edge is indicated on both sides. The diagram shows the placement of markings A, B, C, and D relative to the Runway End.

Marking Dimensions:

- A: 11'-6"
- B: 5'-9"
- C: 5'-9"
- D: 4'-0"

NOTE: 6" BLACK OUTLINE NOT SHOWN

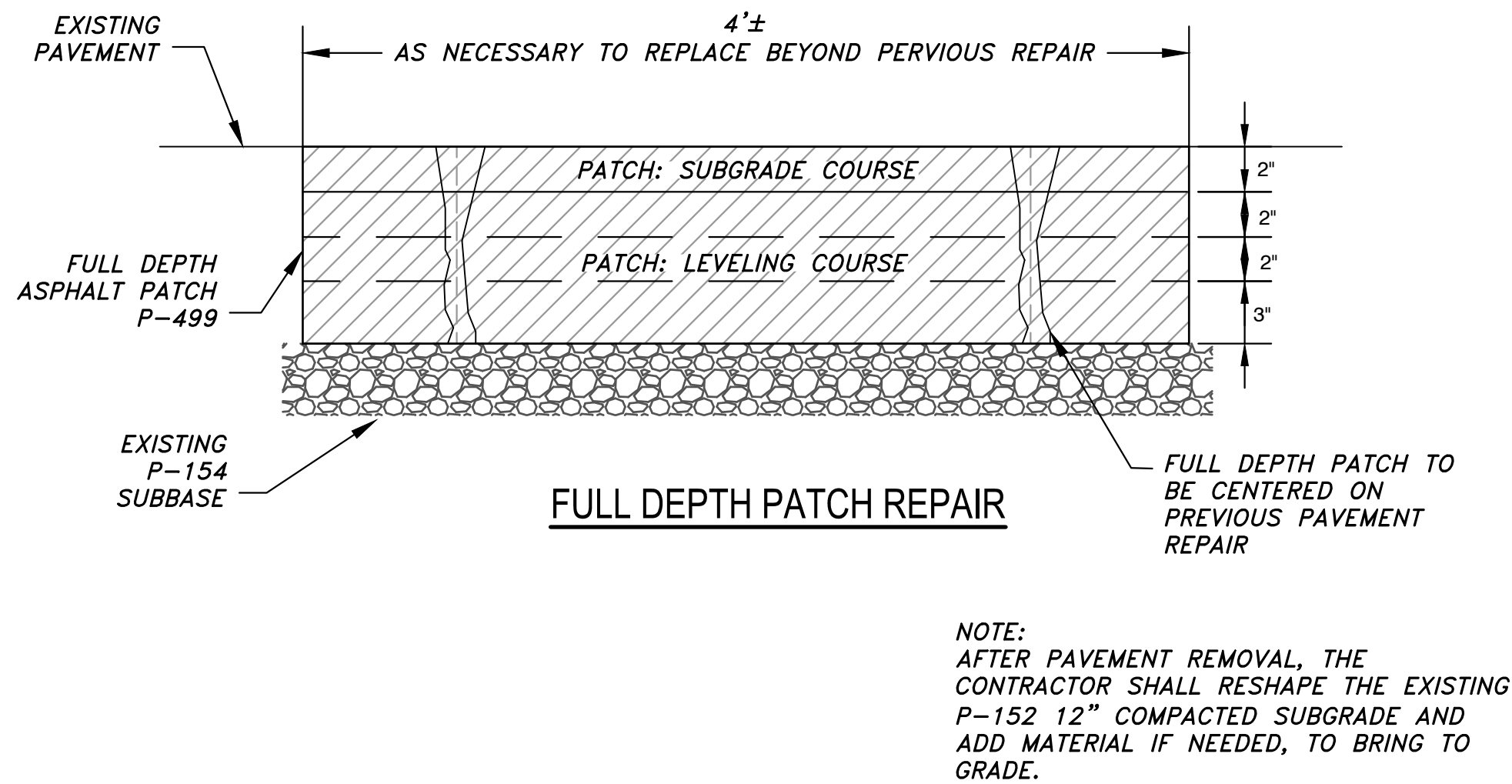
ALL MARKINGS SHOWN ON THRESHOLD MARKINGS ARE WHITE WITH GLASS BEADS.

Diagram illustrating the dimensions and components of a runway centerline and edge markings:

- Runway Centerline:** White with reflective media, 18" wide, with a 6" black outline centered on the runway.
- Runway Edge:** Marked with a 120' segment, followed by a 60' segment, and another 120' segment.
- Runway Width:** Indicated as $\frac{1}{2}$ Runway Width.
- Runway Centerline:** Indicated as Runway Centerline.

AIMING POINT MARKINGS
NO SCALE

SHEET	M-6	date	05-2024	designed	NSA	checked	CWG	km no.	2402250	MARKING DETAILS	NEWTON	IOWA	revisions
										REHABILITATE RUNWAY 14/32	NEWTON MUNICIPAL AIRPORT (TNU)		



City of Newton Disbursements 05-21-24

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 369.07
Ahlers & Cooney P C	Legal Services	Services	\$ 60.00
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 3,560.36
Airgas USA LLC	Fire	Supplies	\$ 140.12
Alliant Energy/IPL	All	Utilities	\$ 72,275.99
Allspach, Peggy	Utility Billing	Refund	\$ 73.35
Amazon Capital Services	All	Supplies	\$ 1,327.51
Axon Enterprise Inc	Police	Supplies	\$ 256.88
Beck's	Community Beautification	Supplies	\$ 1,195.16
Bituminous Materials & Supply	Street	Supplies	\$ 487.94
Black Hills Energy	Parks/Water Treatment Plant	Utilities	\$ 1,803.50
Bolton & Menk Inc	Utility Billing	Services	\$ 2,125.00
Bound Tree Medical LLC	Fire	Supplies	\$ 574.41
Brady, Jolene	Administration	Training	\$ 60.03
Brick Gentry P.C.	Legal Services	Service	\$ 33,632.65
Brisel, Dustin	Police	Reimbursement	\$ 29.48
Caldwell Brierly & Chalupa PLLC	North Central TIF/Housing Demolitions	Service	\$ 420.00
Card Services	All	Training	\$ 4,279.43
CCL Supply LLC	Water Pollution Control	Supplies	\$ 621.47
CDW Government Inc	Administration/Library	Service	\$ 2,444.56
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 576.00
Chamber of Commerce	Community Marketing	Membership	\$ 110.00
Cintas	All	Service	\$ 773.49
Clapsaddle-Garber Assoc	Airport	Service	\$ 1,191.35
Compass Business Solutions	Utility Billing	Supplies	\$ 251.29
Computer Resource Specialists	Administration/WPC/Water Treatment Plant	Service	\$ 1,687.50
Con-Struct Inc	Water Pollution Control/RESO 2024-112	Services	\$ 17,976.67
Core & Main	Water Distribution	Supplies	\$ 3,250.00
Costa Oil Newton	Fire	Service	\$ 69.16
Dannen, Ryan	D&D	Services	\$ 2,535.00
Department of Veterans Affairs	Fire	Reimbursement	\$ 2.42
Dinges Fire Company	Fire	Service	\$ 102.52
Dodd Trash Hauling & Recycling	Cemetery	Service	\$ 55.00
Dudley, Kaeden Vam Soelen & Sara	Utility Billing	Refund	\$ 2.51
Eckert, Bernard	Police	Reimbursement	\$ 339.94
EMS Logik	Fire	Supplies	\$ 1,800.00
EZ Lease	Fire/Water Pollution Control	Supplies	\$ 245.01
Fastenal	Parks	Supplies	\$ 5.28
Financial Forms & Supplies	Fire	Supplies	\$ 280.40
Fire Service Training Bureau	Fire	Service	\$ 50.00
Forbes Office Solutions	All	Services	\$ 495.79
Four Points Golf Cars	Golf	Supplies	\$ 209.97
FOX Strand	2021 Sewer Revenue Bonds	Services	\$ 2,331.00
Galls LLC	Police/Fire/	Supplies	\$ 1,260.14
Garcia, Jose	Police	Reimbursement	\$ 172.42
Garr, Teresa & Loren	Utility Billing	Refund	\$ 10.43
General Traffic Controls Inc	Traffic Control	Service	\$ 1,066.00
Gilbert Lawn Care and Snow Removal LLC	Library/City Center	Service	\$ 1,793.00
Graff, Missy	Police	Reimbursement	\$ 21.40

Gralnek-Dunitz	Snow Removal/Landfill	Supplies	\$ 163.00
Gregg Young Auto Center	Police	Service	\$ 2,185.16
Greiner, Taylor	Police	Service	\$ 240.00
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 6,141.66
Hawkeye Lock & Security	Utility Billing/City Center	Service	\$ 1,824.22
Hawkins Water Treatment	Water Treatment Plant/Water Pollution Control	Supplies	\$ 8,621.62
Hewitt Service Center	Landfill	Supplies	\$ 1,441.00
Hillyard / Des Moines	Fire	Supplies	\$ 354.17
HLW Engineering Group	Landfill	Service	\$ 2,471.00
Home Depot Pro	Parks	Supplies	\$ 1,311.52
Hornung's	Golf	Merchandise	\$ 41.09
Housby Heavy Equipment LLC	Landfill	Supplies	\$ 2,743.03
Hy-Vee Inc	Water Treatment Plant/Police/Fire	Supplies	\$ 187.74
I & S Group Inc	Streets	Supplies	\$ 4,802.50
IEMSA	Fire	Service	\$ 350.00
Iowa Department of Transportation	Traffic Control	Supplies	\$ 4,397.54
Iowa Dept of Natural Resources	Water Distribution	Services	\$ 60.00
Iowa Native Trees LLC	Parks	Supplies	\$ 820.00
Iowa Plains Signing Inc	Traffic Control	Supplies	\$ 1,250.00
Iowa Prison Industries	Street/Landfill	Supplies	\$ 1,907.40
Iowa State University Registration	Street	Training	\$ 180.00
Jasper Construction Services	Street	Supplies	\$ 85.40
Jasper County Extension	Parks	Supplies	\$ 20.00
Jasper County Recorder	Water Pollution Control/Planning & Zoning	Services	\$ 196.00
Jasper County Treasurer	D&D	Services	\$ 236.00
JETCO Inc	Water Treatment Plant	Services	\$ 283.50
Johnson Aviation	Airport	Reimb	\$ 52.78
Keltek Incorporated	Police	Supplies	\$ 3,873.87
Key Cooperative	All	Supplies	\$ 13,372.53
Kinetic Edge Physical Therapy	Water Distribution	Service	\$ 90.00
Kolpin, Joseph	Water Distribution	Reimbursement	\$ 30.00
Lanman, Colton	Police	Reimbursement	\$ 55.82
Lust, Taylor	Utility Billing	Refund	\$ 2.50
Lyman, Rick	D&D	Services	\$ 2,270.28
Magnum Automotive	Fire/Police	Service	\$ 2,383.07
Mahaska Bottling Co	Golf	Concessions	\$ 554.40
Manatts - Brooklyn	Water Distribution	Service	\$ 149,993.12
Manatts - D.M.	Street/Landfill	Supplies	\$ 3,288.87
Maxim Advertising	Administration	Service	\$ 30.00
McCall Monument	Cemetery	Supplies	\$ 500.00
McMaster-Carr	Water Pollution Control	Supplies	\$ 35.37
Menards-Altoona	Cemetery	Supplies	\$ 293.30
Menards-Ankeny	Fire	Supplies	\$ 384.84
Mercy Clinics Occupational Medicine Clin	Fire	Service	\$ 967.00
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 1,551.23
Metering and Technology Solutions	Water Distribution	Supplies	\$ 38,241.10
Microbac Laboratories Inc	Water Distribution	Services	\$ 5,952.00
Midwest Critical Power LLC	Water Pollution Control	Supplies	\$ 553.25
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 24,003.66
Mow Pow'r	Water Distribution	Supplies	\$ 53.50
MTI Distributing Inc	Parks	Supplies	\$ 927.02
Municipal Collections of America Inc	Police/Fire	Service	\$ 344.62
Municipal Supply Inc	Water Distribution/RESO 2024-014	Supplies	\$ 12,607.60
PowerPlan	Landfill	Supplies	\$ 286.90
NAPA Auto Parts	All	Supplies	\$ 1,821.37

News Printing Company	All	Service	\$ 5,380.57
Newton Community School	Police	Supplies	\$ 36.95
Niemann Ace Hardware 650	All	Supplies	\$ 283.42
Nolte Cornman & Johnson	Utility Billing	Service	\$ 8,250.00
O'Halloran International	Landfill	Supplies	\$ 699.90
Phelps Uniform Specialists	City Center/Fire	Service	\$ 113.25
Plumb Supply Company	Maytag Pool	Supplies	\$ 398.46
Prairie Ag Supply	City Garage	Supplies	\$ 485.10
Premier Office Equipment	Police	Service	\$ 193.29
Premier Wireless	Police	Supplies	\$ 779.00
GrowyourCaptains.com LLC	Fire	Service	\$ 2,500.00
Quill Corporation	Finance/Fire	Supplies	\$ 124.20
R&R Products Inc	Parks	Supplies	\$ 444.08
Ratcliff, Glenn	Water Distribution	Reimbursement	\$ 30.00
Ray, Randy	D&D	Services	\$ 1,780.00
Reynolds, Chandler	Police	Reimbursement	\$ 308.69
Ryan's Tire & Auto	City Garage	Supplies	\$ 874.07
Secretary of State	Police	Service	\$ 30.00
Security Equipment Inc	Maytag Pool	Service	\$ 184.00
Sharp, Brian	Utilities Billing	Refund	\$ 73.22
Smith Quality Rental	ALL	Supplies	\$ 262.61
Spahn & Rose Lumber Co	All	Supplies	\$ 119.90
Stanard & Associates	Police	Service	\$ 80.50
State Hygienic Laboratories	Water Treatment Plant	Services	\$ 791.50
T2 Systems Inc	Police	Service	\$ 30.71
Tek To Tek	Fire	Service	\$ 1,803.00
The Lifeguard Store Inc	Maytag Pool	Supplies	\$ 467.15
Theisen's	All	Supplies	\$ 1,200.68
Tool, Joel	Police	Reimbursement	\$ 71.04
Town & Country Wholesale Co	Golf	Concessions	\$ 426.52
True Pitch Inc	Parks	Supplies	\$ 230.00
Two Rivers Cooperative	All	Fuel	\$ 8,872.29
United States Cellular	All	Service	\$ 1,793.26
Unity Point Health	Fire	Service	\$ 332.32
UnityPoint Clinic-Occupational	Utility Billing	Service	\$ 84.00
Utility Equipment Co	Water Pollution Control/Landfill	Supplies	\$ 3,274.34
Utility Metals	Street Lighting	Supplies	\$ 2,095.00
Van Maanen Electric Inc	Airport/Water Utility Billing	Service	\$ 1,636.21
Van Manen, Austin	Police	Reimbursement	\$ 25.74
Van Wall Equipment	City Garage/Water Treatment Plant	Supplies	\$ 4,163.18
Vernon Co	All	Supplies	\$ 1,098.75
Waste Solutions of Iowa	Parks/Golf	Service	\$ 701.00
Williams Scotsman Inc	Golf	Service	\$ 628.00
Windstream	Utility Billing/Fire	Service	\$ 162.18
Witmer Public Safety Group	Fire	Supplies	\$ 291.17
Woodruff Construction LLC	2021 Sewer Revenue Bonds	Services	\$ 145,834.95
Xerox Corporation	Water Treatment Plant	Services	\$ 38.13
Zonar Systems	Snow Removal/Street Closing	Service	\$ 1,409.04
			\$ 672,125.52

Pre-Authorized Payments

AT&T Mobility	Landfill/Police	Service	\$ 401.70
Beverage Distributors of Iowa	Golf	Concessions	\$ 481.87
Black Hills Energy	All	Utility	\$ 386.05
Black Hills Energy	Cemetery	Utility	\$ 97.18
Dish Network	Airport	Utility	\$ 152.10
Doll Distributing LLC	Golf	Concessions	\$ 1,104.00
Henderson, Curtis	Housing Demolitions/RESO 2021-092	Rehab Grant	\$ 23,075.00
Iowa Beverage System	Golf	Concessions	\$ 661.40
Redeemed Painting	Fairmeadows TIF/RESO 2024-130	Grant	\$ 361.12
Windstream	All	Utility	\$ 1,182.47
Windstream	Admin	Utility	\$ 9.93
Windstream	All	Utility	\$ 781.68

Total:			\$ 28,694.50
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ACH Payments from Great Southern Bank/1st Newton National Bank

Advantage Credit Union	All	Insurance	\$ 13,500.00
Bank Iowa	All	Insurance	\$ 4,050.00
Kabel	All	Insurance	\$ 50.00
GEMT	Fire	Fees	\$ 23,479.18
Self Funded Insurance	All	Insurance	\$ 96,412.67
Payroll 4-12-24	All	Payroll	\$ 462,804.54
Payroll 4-26-24	All	Payroll	\$ 466,670.88
Mutual of Omaha	All	Insurance	\$ 4,831.82
Great Southern Bank	Golf	Fees	\$ 1,252.95
Met Life Dental	All	Insurance	\$ 11,213.44
State of Iowa	General	Sales Tax	\$ 5,076.05
Lambs Grove	Utility Billing	Fees	\$ 2,913.31
Wet Tax	Utility Billing	Tax	\$ 8,761.39
Returned ACH Fees	Utility Billing	Charges	\$ 630.63
GILA - Fees	Utility Billing	Fees	\$ 164.34
Returned Check Fees	Utility Billing	Fees	\$ 180.41

Total:			\$ 1,101,991.61
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City of Newton Council Report

**Item:**

Second 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

Summary:

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

Financial Impact:

No Financial Impact

Report Number: 2024-469

Date:

May 20, 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:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600-700 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 20, 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:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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 20, 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

DeShet

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



02 1P

0000915132

MAILED FROM ZIP CODE 50208

\$ 000.530

MAR 21 2024



City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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 20, 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.

During the first reading of the ordinance on May 6, 2024, City Council amended the proposed ordinance to restrict parking on the west side instead of the east side of the street.

Recommendation:

Matt Muckler, City Administrator

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.**

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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 stop ~~stop~~ 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!!!

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"

West 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

City of Newton Council Report

**Item:**

Resolution selecting Veenstra & Kim, Inc. to serve as the building inspection service for the City of Newton

Summary:

Selection of V&K to provide Building Inspection Services for the City of Newton

Financial Impact:

More budget predictability, Building Inspection Revenues and Costs should now always be in alignment.

Report Number: 2024-419

Date:

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The current Building Official, Melvin Duncan, has announced his retirement. His last day with the City is planned to be May 28, 2024.

During the most recent budgeting process (for FY24-25), it was decided that a contract building inspection service would provide a continuation in building inspection expertise while offering more predictability and some cost savings in the budget.

The City issued a Request for Qualifications (RFQ) last month. Two firms responded to the City's RFQ. They were:

- Veenstra and Kimm, Inc. (also known as V&K) from West Des Moines, Iowa (and other locations across the Midwest)
- Safe Building LLC from Polk City, Iowa

The City of Newton has utilized both of these inspection services in the past when needing assistance on large projects or to provide substitute services when the Building Official is on vacation. Both firms are well qualified to perform building permit reviews and inspections for the City. A team of six City Staff members reviewed the proposals and recommends selection of Veenstra and Kim, Inc for the following reasons:

- V&K retains an International Code Council CBO. This is the highest certification attainable, which means this individual could perform an inspection in all the disciplines. That does not mean Safe Building is not qualified. Safe Building simply does not have at least one staff member who could provide inspections in all areas.
- V&K proposes an hourly rate rather than capturing all or a portion of the City's building permit fees. V&K would capture the plan review fee for large commercial/industrial projects. Staff believes that this arrangement will be financially advantageous to the City.
- V&K proposes to assign a primary and secondary inspector to the City of Newton in order to provide consistency in service.
- As a larger firm, V&K provides access to other disciplines which may prove helpful for the City from time to time, such as access to structural engineer expertise.

- V&K provides inspections for other communities that are comparable to Newton and/or are growing at a rapid rate (Knoxville, Marshalltown, Bondurant, Oskaloosa, etc.).

The resolution approves a contract with Veenstra and Kimm, Inc. Specifics of that contract include:

- Service paid for at an hourly rate of \$109/hour for the regular building inspector. If a senior inspector is needed for a complicated project or matter, that rate is \$140/hr.
- For projects that require building plan review fee (commercial and industrial), V&K retains the building plan review fee for the project.
- V&K maintains liability insurance and names the City as additionally insured in all areas except Professional Liability.
- Contract duration is 2 years, but can be terminated at any time with a 30-day notice by either party.

When the City completed the comprehensive review of fees earlier this year, all building permit and trade permit fees were purposefully left alone, knowing that adjustments may be necessary depending upon selection of outside inspection service. With V&K's proposal of an hourly rate, an adjustment to the building permit fees is not necessary at this time. However, the City's trade permit fees (mechanical, electrical, plumbing) are extremely out of date and out of line with comparable cities. It is anticipated that future council action on amending the trade permit fee schedules is forthcoming.

If council approves the attached resolution, V&K intends to shadow Building Official Duncan in the week before his retirement.

Alternative:

- The only available alternative to maintain continuous Building Division services at this time is to select the other submitting firm Safe Building, Inc., which for reasons listed above is not preferable.

Recommendation:

Staff recommends approval of the resolution selecting Veenstra and Kim, Inc for Building Inspection Services.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION SELECTING VEENSTRA & KIM, INC. TO SERVE AS THE BUILDING INSPECTION SERVICE FOR THE CITY OF NEWTON

WHEREAS, the City’s Building Official retires on May 28, 2024 and the City is in need of a Building Inspector upon that date; and

WHEREAS, the City of Newton issued a Request for Qualifications for Building Inspection Services and received two responses;

WHEREAS, Veenstra & Kim, Inc. is qualified to provide Building Inspection Services for the City of Newton and provides International Code Council certified staff; and

NOW, THEREFORE, BE IT RESOLVED that Veenstra & Kim, Inc. is selected as the Building Inspection Service for the City of Newton for a term with a duration of two years from the date of the agreement, and that the Mayor is hereby authorized to sign the Building Department Services Agreement between the City of Newton and Veenstra & Kim, Inc.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

Building Department Services Agreement

BUILDING INSPECTION

Newton, Iowa

THIS AGREEMENT, made and entered into this ____ day of _____, 2024 by and between the **CITY OF NEWTON, IOWA**, a municipal corporation, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Building Official/Engineer**.

WITNESSETH: THAT WHEREAS, the City has enacted by ordinance certain codes for building standards for construction within the City, and

WHEREAS, The City Council desires to insure the proper inspection of building construction to assure compliance with adopted building codes, and

WHEREAS The City Council has determined third party inspection service through 'Veenstra & Kimm, INC.' to be the best means to provide such inspections.

NOW, THEREFORE, BE IT RESOLVED by the City council the parties agree that the retention of 'Veenstra & Kimm, INC.' as a third party building inspector shall be subject to the following terms and conditions, to wit:

- 1. SCOPE OF SERVICES.** The Engineer agrees when requested by City to provide those services necessary to comply with the requirements of the building code ordinance and zoning ordinance. With said services including but not necessarily limited to the following:
 - a. Provide inspection of new construction, remodeling, renovation, and other associated services for residential, commercial and industrial structures in accordance with the Code of Ordinances of the City of Newton.
 - b. Coordinate building code inspection and enforcement with building codes and fire code according to City policy and procedure.
 - c. Review applications and issue permits for various types of residential, commercial and industrial building construction, and renovation including electrical, plumbing and mechanical permits where required.

- d. Follow City procedures, and prepare necessary forms for initial inspection, follow-up and final inspection on all assigned projects including issuance of appropriate occupancy permits.
 - e. Perform required plan checks and site plan reviews in accordance with applicable standards as requested by the City.
 - f. Attend meetings of the City Council, Planning and Zoning Commission, Building Trades Board, and Zoning Board of Adjustment when required.
 - g. Assess structural damage to residential, commercial and industrial buildings caused by neglect, fire or natural disaster.
 - h. Advise the City of current trends and changes in the construction field and building code requirements when applicable. Perform the ISO Audit every 5 years, as required, to maintain/improve the city PPC rating (Public Protection Classification).
 - i. Hold scheduled pre-development meetings to discuss potential projects with residents, builders, and businesses.
 - j. Provide guidance and training to city staff, such as the Building Inspector, to ensure consistent application of building and city codes.
2. **PLAN REVIEW AND CHECKING.** In accordance with the provisions of the building codes, a plan review and plan check fee may be required for new commercial, multi-family or tenant improvement projects. The Building Official/Engineer when requested by City shall make a determination for those projects subject to the plan review requirement whether the plan review is required. A 65% plan review fee will be assessed for new commercial, multi-family or tenant improvement projects within 10 working days. In order to provide this, the contractor must provide all of the required submittals with the permit application. A proven process has been established and attached to this document.

3. **INDEMNIFICATION AND INSURANCE.** The Building Official/Engineers

shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Building Official/Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Building Official/Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

The Building Official/Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. The certificate must, except for those coverages that are on an aggregate basis, disclose on the face of the certificate the coverage is on an occurrence basis.

General Liability*, ****	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B****	1,000,000
Professional Liability**, ***	2,000,000/2,000,000

*Occurrence/Aggregate

** The City is not to be named as an additional insured

***Claims made basis

****Waiver of Subrogation Required

4. COMPENSATION. The City shall compensate the Building Official/Engineers a lump sum amount for each building inspection activity in accordance with the following schedule:

- a. All Residential, Commercial, and industrial building permit fees will be based on the adopted fee schedule of Newton, and all permit fees will be kept by the city.
- b. All building plan review fees are retained 100% by V&K.
- c. All new & existing permits will be inspected by the contracted Inspector/Engineer on an hourly basis using the currently hourly rate for 'Building Inspector II' (\$109/hr) plus current IRS mileage rate (one way). If additional assistance for an issue is needed 'Building Inspector IA' (\$140/hr) may be utilized at the current hourly rate plus IRS mileage (one way).

d. The Engineers will bill for services provided on a monthly basis. The City shall make payment to Veenstra & Kimm, Inc. within thirty (30) days of the invoice for service is received by the City.

5. **PAYMENT.** The City shall make payment to the Building Official/Engineer fees due for building inspection and plan check within thirty (30) days after the receipt of the fee from the applicant.

6. **CONTRACT DURATION AND TERMINATION.** This Agreement is in effect for 2 years from the date of approval by resolution of the Newton City Council. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF NEWTON, IOWA

ATTEST: _____

Katrina Davis, City Clerk

By _____
Evelyn George, Mayor

VEENSTRA & KIMM, INC.

By _____ DATE: _____, 2024.

City of Newton Council Report



Item:

Resolution selecting Bing Bang as agency of record for Marketing & Advertising Agency Services.

Summary:

City staff issued an RFQ for Marketing & Advertising Agency Services and after a thorough review, which included interviews, is recommending the City enter into an agreement with Bing Bang out of Waukee, Iowa. Bing Bang stood out for its expertise in storytelling, a crucial aspect of effective marketing. Their proposal demonstrated a deep understanding of economic development, community building, and growth, aligning perfectly with our objectives.

Financial Impact:

\$45,820 from the FY24 budget and a monthly retainer of \$3,825 for FY25, running from July 1, 2024, to June 30, 2025

Report Number: 2024-463

Date:

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Last year, our previous agency of record, Liebl Marketing Group, decided not to renew their contract with the city. This prompted City staff to issue a Request for Qualifications (RFQ) for Marketing & Advertising Agency Services, focusing on finding a firm to lead the development and execution of a strategic marketing and advertising campaign, particularly emphasizing digital content. The RFQ was posted on our City website and shared with agencies recommended your previous agency of record as well as other agencies in the Central Iowa region. Our aim was precise: highlighting Newton's small-town charm, big-city amenities, vibrant small business community, attractions, and events. We want to showcase Newton as a compelling destination for residents and visitors while aligning our marketing efforts with the State Tourism Office's Marketing Plan and the Envision Newton 2042 Comprehensive Plan.

After a thorough review process that included internal team evaluation and interviews with several firms, we are pleased to recommend Bing Bang, based in Waukee, Iowa, as our first choice. Bing Bang stood out for its expertise in storytelling, a crucial aspect of effective marketing. Their proposal demonstrated a deep understanding of economic development, community building, and growth, aligning perfectly with our objectives. Through strategic content creation, Bing Bang aims to elevate awareness of Newton as a dynamic destination for residents and visitors alike. The goal is to create content and craft experiences that resonate deeply with the audience. The approach involves:

- Collaboration and community.
- Focusing on creating wins for Bing Bang, the City of Newton, and most importantly.
- The individuals who will experience Newton firsthand.

The initiative aims to spark conversations, build relationships, and ultimately drive economic growth by amplifying the Get to Know Newton brand across digital platforms.

While their approach represents a change from previous agency services, it promises to be comprehensive and well-aligned with our existing plans and strategies. Before Bing Bang creates content, it lays the groundwork for a strategic roadmap. This involves defining clear success metrics, identifying the target audience, and strategizing how they'll captivate them. Bing Bang's creative strategy encompasses everything from compelling messaging to captivating visual assets, ensuring the brand's story resonates and inspires action.

Bing Bang's visual design services provide the secret weapon for making lasting first impressions. Video is the heart of modern storytelling. Bing Bang excels at bringing the brand's vision to life, whether it's a cinematic masterpiece or a quick social media clip. Additionally, their audio production ensures the message is heard clearly, providing an immersive experience for the audience. With a tailored website and a strategic digital marketing campaign, Bing Bang helps build credibility, foster engagement, and drive meaningful conversions, ensuring the brand stands out in the digital age.

Bing Bang has experience working with municipalities; they worked with West Des Moines on their Go West campaign and the City of Waukee on showcasing their Kettlestone development.

- The "Go West" campaign was designed for a national audience. It coincided with the prestigious 2017 Solheim Cup event in West Des Moines. The primary objective was to showcase the diverse offerings of the host city, leveraging a 30-second TV ad aired during the event broadcast to drive traffic to the dedicated Go West Des Moines website. The website was strategically crafted to stand apart from the city's official site, focusing on themes of business, work, life, culture, and community, with curated content to tell the vibrant story of West Des Moines and entice visitors to explore further.
- The City of Waukee embarked on a visionary project to transform a once-vacant area into a vibrant hub of commerce, entertainment, and community. To showcase the progress and potential of Kettlestone, the city sought to create a compelling video highlighting the development's current achievements, inspiring future business leaders to invest in the area, and exciting residents and visitors about the forthcoming entertainment and retail destinations.

Bing Bang has also worked with the Wisconsin Counties Association, Iowa Corn, Southwest Community College, the Greater Des Moines Partnership, Vibrant Arena at The MARK in the Quad Cities, and Manatt's.

Working with Bing Bang will enable us to make long-term plans and campaigns supported by a structured funding and retainer model. The agreement features an initial upfront financing of \$45,820 from the FY24 budget and a monthly retainer of \$3,825 for FY25, running from July 1, 2024, to June 30, 2025. Since our previous agency of record ended their contract with us, we have budgeted marketing funds from this current fiscal year (FY24) that the City has not spent and will allow us to catch up on content and marketing efforts from the last six months. With this Bing Bang proposal, while it is notably higher cost than our previous agency of record, it fits within the City's approved marketing budget and will provide ongoing strategy, planning and reporting, as well as over 30 new pieces of content including eight two-minute videos, a long-form video, a dedicated campaign website, 16 social media deliverables, and six 30-second videos.

If Bing Bang is selected, we anticipate a substantial output of content and deliverables, including videos, digital campaigns, and a dedicated campaign site. Importantly, any media buys or advertising initiatives will undergo Council approval before placement, ensuring transparency and accountability.

In conclusion, partnering with Bing Bang will propel our marketing efforts forward, helping us to showcase Newton's unique strengths and opportunities to a broader audience.

Recommendation:

Staff recommends approval of this resolution.

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 more compact, stylized way and the last name "Muckler" written in a more extended, flowing script.

Matt Muckler, City Administrator

RESOLUTION NO. 2024- _____

**RESOLUTION SELECTING BING BANG AS AGENCY OF RECORD FOR
MARKETING & ADVERTISING AGENCY SERVICES.**

WHEREAS, the City’s Envision Newton 2042 Comprehensive Plan contains a vision statement that invites visitors, businesses and residents to experience Newton’s authentic, small-town charm and big city amenities, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, Bing Bang is an award-winning marketing agency known for assisting its clients to share their story through the power of strategy, content creation and digital, and

WHEREAS, Bing Bang provides full-service marketing agency that can assist the City Staff with all aspects of marketing and advertising needs, and

WHEREAS, the Community Marketing Manager will work closely with Bing Bang for content creation, media buying, video production, and agency representation,

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution authorizes City Staff to retain Bing Bang for marketing & advertising agency service with an initial funding fee of \$45,820 from budgeted FY24 budgeted Hotel/Motel Tax funds and TIF funds and a \$3,825 retainer billed monthly from July 1, 2024 – June 30, 2025 from FY25 budgeted Hotel/Motel tax funds and TIF funds.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON MARKETING & ADVERTISING MANAGEMENT SERVICES

This agreement outlines the marketing management services retained by the City of Newton, Iowa from Bing Bang on May 20, 2025 for agency of record status, creative services and media buying. This agreement shall remain in effect until June 30, 2025; with the intent that discussion on renewal of the agreement to begin 90-days prior to the expiration.

Bing Bang has provided the following scope of services and pricing; each service includes a brief explanation.

- **Quarterly Strategy/Planning/Creative Meeting** \$6,000
 - In-person meeting each quarter with the City of Newton & Bing Bang team members to discuss upcoming strategies, content and priorities for next few months
- **Monthly Check-In Meeting** \$4,200
 - Consistent touch base with the City of Newton's community marketing manager and Bing Bang team member designated for new information, timely updates and/or proofing and approval check-ins
- **Strategy & Campaign Development** \$6,300
 - Development of annual media plan, negotiation of buys, and setup of campaigns with media partners
- **Digital Media Analysis & Reporting** \$2,100
 - Analysis of digital campaign data, provided in report form with overall performance indicators and optimization recommendations as needed
- **Full Day Video Shoot (Long Form Video)** \$10,500
 - To create longform Get to Know Newton Brand Video
- **Media Deliverables** \$6,300
 - Six (6) :15-:30 cutdown videos for digital media campaigns
- **Quarterly (4) Full Day Shoots**..... \$43,800
 - To capture current, fresh content for social and digital media. Includes eight (8) 2:00-3:00 stories/ videos plus 16 social media deliverables for designated platforms (:06-:30 short form video and/or reels)
- **Get to Know Newton Website Development** \$5,000
 - GetToKnowNewton.com dedicated site
- **Landing Page for Digital Campaigns** \$1,500
 - Associated with digital campaigns as needs determine
- **Website Hosting (per year)**..... \$420
- **Visual Design Bucket**..... \$5,600
 - Bucket of hours to be utilized as needed

This agreement between the City of Newton and Bing Bang features initial upfront funding for the above services as well as an ongoing retainer that runs from July 1, 2024 to June 30, 2025. The breakdown is show below:

- **Initial Funding – billed prior to June 30, 2024 (FY24)** \$45,820
- **FY25 Monthly Retainer – billed monthly July 1, 2024 - June 30, 2025 (FY25)** \$3,825

Any media placements made will be presented to City council on a project basis for approval prior to start and be paid on top of the monthly retainer.

Brandon Bingham

Signed: Brandon Bingham (Apr 29, 2024 11:40 EDT)

Printed Name: Brandon Bingham

Date: 04/29/2024

Bing Bang

Signed: _____

Printed Name: _____

Date: _____

City of Newton

AGREEMENT

Final Audit Report

2024-04-29

Created:	2024-04-24
By:	Bing Bang LLC (lori@itsbingbang.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUI8En2TxzJi7AtLEWtbn6vMU76SvQud

"AGREEMENT" History

-  Document created by Bing Bang LLC (lori@itsbingbang.com)
2024-04-24 - 0:45:53 AM GMT
-  Document emailed to Brandon Bingham (brandon@itsbingbang.com) for signature
2024-04-24 - 0:45:56 AM GMT
-  Email viewed by Brandon Bingham (brandon@itsbingbang.com)
2024-04-29 - 3:40:18 PM GMT
-  Document e-signed by Brandon Bingham (brandon@itsbingbang.com)
Signature Date: 2024-04-29 - 3:40:48 PM GMT - Time Source: server
-  Agreement completed.
2024-04-29 - 3:40:48 PM GMT



Adobe Acrobat Sign

City of Newton Council Report

**Item:**

Resolution approving D&D 2.0 Demo Grant for 901 North 8th Avenue East in Newton

Summary:

A D&D 2.0 Demolition Grant request for the demolition of 901 North 8th Avenue East.

Financial Impact:

Up to \$20,000.00

Report Number: 2024-467**Date:**

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Kenneth Kirk owns 901 North 8th Avenue East in Newton. The subject property has a dilapidated home on it that is vacated. Persistent problems with squatters and nuisance issues plague the property. The property owner has submitted an application to the City's D&D 2.0 Grant Program for assistance with the demolition.

The grant program provides up to \$20,000.00 of grant funds, provided as a reimbursement of paid, invoiced costs. The program requires that all footings, foundations, and ground work are removed as part of the demolition, there can be no outstanding utility bills for the property, and no unpaid nuisance fees/assessments in order for the grant to be provided as a reimbursement.

This project represents a positive path forward for a property that is a detriment to the surrounding neighborhood and that, presently, requires significant staff time across multiple departments, including Police, Utilities, and Community Development.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE D&D GRANT APPLICATION FOR
PRIVATE DEMOLITION OF 901 NORTH 8TH AVENUE EAST, NEWTON**

WHEREAS, *Envision Newton 2042* emphasizes the importance of improving the community’s curb appeal; and

WHEREAS, the City of Newton has added a grant program to the Newton Dangerous and Dilapidated Program to assist private citizens with the demolition of dilapidated structures; and

WHEREAS, Kenneth Kirk owns the dilapidated property at 901 North 8th Avenue East and has requested assistance to demolish the structure;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the D&D Grant Funds in an amount of up to \$20,000.00 be provided to Kenneth Kirk for the demolition of 901 North 8th Avenue East as a reimbursement of paid demolition costs;

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the D&D Grant Agreement and that copies of paid invoices be provided by the property owner to the City of Newton prior to issuance of the grant funds.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



D&D Grant for Private Demolition Between City of Newton and Kenneth Kirk

This Agreement made and entered into this _____ day of _____ 2024 by and between the City of Newton, Iowa, hereinafter called "City" and Kenneth Kirk, owner of 901 North 8th Avenue East, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive D&D grant funds for assistance with the demolition of property located at 901 North 8th Avenue East, Newton.

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$20,000** in grant funds for the demolition of the dilapidated structure at 901 North 8th Avenue East.
- 2.) The Demolition Project shall be completed by a professional demolition contractor.
- 3.) A Demolition Permit will be obtained by the Applicant or Applicant's contractor.
- 4.) Footings, foundations, and other ground work will be removed as part of the demolition project.
- 5.) The City of Newton will provide the grant funding as a reimbursement of completed and paid work.
- 6.) Copies of all **paid** receipts for 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.

7.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

- a. All outstanding utility bills with franchised Utilities and Newton Water shall be paid in full, and all assessments to the property and taxes shall be paid in full before the City issues reimbursement grant funds.

Applicant:



Kenneth Kirk

Owner

5/10/24
Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report

**Item:**

Resolution authorizing the submission of an application to the Iowa Airport Improvement Program and certifying eligibility requirements.

Summary:

This resolution approves the submittal of a grant application to the Iowa DOT for the construction of the 2025 Airport Apron Expansion Project at the Newton Airport.

Financial Impact:

No financial impact with this initial grant application. Should the project be awarded a grant from the state and if said grant is separately accepted and approved by Council, then the City's estimated local match would be \$60,000.

Report Number: 2024-478**Date:**

May 20, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Included in the latest Airport Improvement Plan (AIP) for the Newton Municipal Airport is an apron expansion project. This project is not only needed to provide additional aircraft parking areas which are in short supply on race weekends, but it will also aid Johnson Aviation in providing services throughout the year. The project, which is currently listed as NW Apron Expansion in the City's current approved Capital Improvement Plan (CIP), was originally placed in FY 27 - FY 28. However, due to consistent air traffic growth each year during events at the Iowa Speedway and considering anticipated future development in the area, additional apron space is needed in the more immediate future to capture as much of this traffic locally as possible. This is also the reason why an apron expansion project was identified as a top Council Goal for 2023-2025.

To meet project deadlines, the City needs to submit an application for fiscal year 2025 Iowa Airport Improvement Program (AIP) funding to the Iowa Department of Transportation for this apron expansion project by May 23, 2024. If the project is selected for funding, the Iowa DOT grant would pay 85% of the project cost and the remaining 15% would be paid from local contributions. The request to the state is for \$400,000, so the 15% local contribution would be \$60,000. Kirkham Michael & Associates has prepared the attached application describing the proposed improvements.

Recommendation:

Staff recommends approval of the resolution authorizing the Mayor to sign the application for the proposed apron expansion project grant request and authorizing the Sr. City Planner to submit said application to the Iowa DOT.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING THE SUBMISSION OF
APPLICATION FOR IOWA AIRPORT IMPROVEMENT
PROGRAM FUNDING AND CERTIFYING ELIGIBILITY
REQUIREMENTS

WHEREAS, the City of Newton, Iowa desires to make application for fiscal year 2025 Airport Improvement Program (AIP) funding to the Iowa Department of Transportation for certain improvements at the Newton Municipal Airport as described as follows:

- Southeast Apron Expansion; and

WHEREAS, the Iowa Department of transportation requires a resolution certifying certain application requirements, commitments, and criteria; and

WHEREAS, if the project is selected for state funding, the Iowa DOT grant would pay up to 85% of the project cost and the remaining 15% is required to be paid from local contributions; and

WHEREAS, the estimated project cost of the preliminary plan for the Southeast Apron Expansion has been estimated to be \$1,528,138; and

WHEREAS, the request to the state is in the amount of \$400,000 with the 15% local contribution being \$60,000; and

WHEREAS, on behalf of the City, Kirkham Michael & Associates, Inc. has prepared an application describing the proposed improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the City hereby endorses the Application for Iowa Airport Improvement Program funding for said improvements; that the Mayor is hereby authorized to sign and submit the Application; and the City hereby commits to the availability of the local share of the funds as outlined in the Application.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024.

(SEAL)

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- ☒ Airport State Funding Application Checklist
- ☒ Project data sheet, including a detailed cost breakdown. Use one for each project.
- ☒ City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- ☒ Five-Year Capital Improvement Program (CIP)
- ☒ Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- ☐ Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- ☒ Protective land use zoning and/or planning (please answer the following).

Height zoning	☒ Yes	Date adopted <u>2011</u>	☐ No	☐ Pending
Land use planning/zoning	☒ Yes	Date adopted <u>2011</u>	☐ No	☐ Pending
Comprehensive plan adopted with airport land use included		☐ Yes	☐ No	☐ Pending
Other (please explain) _____				
- ☒ Provide verification that you have either updated the www.basedaircraft.com website or submitted based aircraft N - numbers to Iowa DOT Aviation.
- ☒ Minority Impact Statement (Iowa DOT Form 105101C)

Send **one signed** copy of the application materials to the address listed below.

Please e-mail the signed application to:

aviation@iowadot.gov

AIRPORT STATE FUNDING APPLICATION

Airport Name: Newton Municipal - Earl Johnson Field, TNU, Newton, Iowa

Airport Sponsor Name: City of Newton

Contact Person: Brian Dunkelberger Title: Sr. City Planner

Address: 303 W Fourth St N, Suite 501

City: Newton State: IA ZIP Code: 50208

Daytime Phone: 641.792.6622 E-mail: BrianD@newtongov.org

FAX: _____

Project Description: If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.		Project Type	Total Project Amount	State Amount Requested	Percent State Share
Apron expansion		Airport development	\$1,528,138.00	\$400,000.00	26.175646
					NaN
					NaN
					NaN
					NaN

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

Signature of Authorized Sponsor's Representative

Mayor
Title

Evelyn George
Typed Name

Date: _____

e-Mail the signed application to: Shane.Wright@iowadot.us

**AIRPORT STATE FUNDING APPLICATION
PROJECT DATA SHEET**

Fiscal Year: 2025

Submit a separate data sheet for each project.

Airport:

Newton Municipal - Earl Johnson Field, TNU

Date:

Funding Program:

AIP - Airport Development

Project Description:

Apron expansion

Engineering Firm

(If unknown, write unknown):

Kirkham, Michael & Associates, Inc.

Shown on current Airport Layout Plan (ALP)

☒ Yes ☐ No

Current ALP Date:

September 21, 2020

Sketch:

Attach separate sketch from ALP if applicable.

Project Justification

(Include detailed
information and
data to support
need):

Current apron space is not adequate for the amount of traffic wanting to utilize the airport for multiple annual events. See the attached sheet for additional information.

**Detailed Cost
Estimate** (Attach
separate sheet if
necessary):

See attached.

	Amount	Percentage
Total Project Cost:	\$1,528,138	100
Local Share:	\$1,128,138	73.82
Requested State Share:	\$400,000	26.18

Signature

Mayor

Sponsor's Title

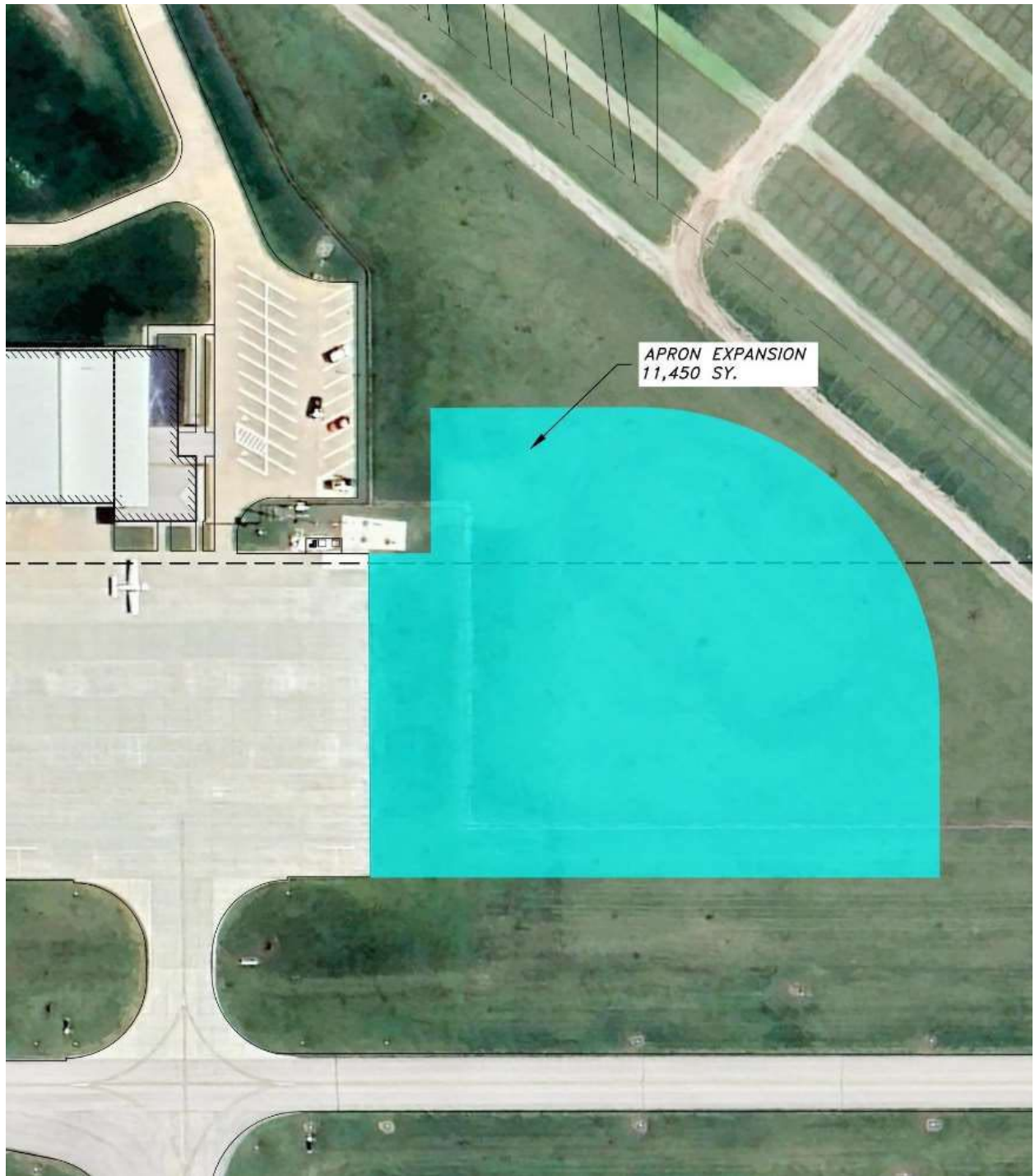
Please e-mail the signed application to: Shane.Wright@iowadot.us

After construction of the Iowa Speedway in 2005, the Newton Municipal Airport has experienced steady growth and increased traffic over time. By pairing such a large tourist attraction immediately adjacent to the airport with all other services provided, the economic impact of the airport on the City and the region as a whole continues to surge. Newton's population is approaching its highest total in history, annual visits to the community are near an all-time high, and attendee counts at local events continue to impress.

As a result of this growth and the airport's local impact, several notable projects have been pursued as measured responses to the increasing traffic and demand for services. Such projects range anywhere from a new Airport Master Plan in 2016 to a Taxiway Relocation in 2021 – all of which were completed in accordance with applicable local, state, and federal rules and regulations. Although such projects require plenty of attention, the services and facilities at the Newton Municipal Airport have never suffered thanks to the longstanding relationship and collaboration between the fixed-based operator, Johnson Aviation, and the City of Newton. In fact, Johnson Aviation has expanded services and the facilities at the airport continue to be upgraded to provide a first-class experience to all users and visitors.

Since 2015, NASCAR has owned and operated the Iowa Speedway which has reinvigorated the track. With each passing year, the Indy Car Race Series weekend sets a new record for generating traffic at the airport. In October 2023, however, Iowa Speedway announced that a NASCAR Cup Series race was set for Sunday, June 16, 2024, which will likely surpass any previous traffic count record and demand more of the airport than any other event before.

It is the City of Newton's intent to capture as much of this traffic locally as possible, and the airport presents one of the best opportunities to do just that. Recognized as another essential gateway to the community, the Newton Municipal Airport must be equipped with the services, facilities, and infrastructure necessary for accommodating the high-demand race weekends. Unfortunately, the airport had to turn away aircraft during the 2023 Indy Car race weekend due to capacity limitations. It is predicted that the upcoming NASCAR Cup Race will be no different. For a smaller city like Newton, the ability to provide ample parking for the increased number of itinerant aircraft is imperative for capturing a larger portion of the projected \$100 million economic impact of the race.



APRON EXPANSION
11,450 SY.

Apron Parking Area Calculations for Based & Transient Aircraft

NOTE: Planning Purposes Only. Apron calculations only assess parking and apron taxiway needs for ADG I & II. All other apron needs will need to be calculated separately. Refer to AC 150/5300-13, Chapters 4 & 5, for guidance. ACRP publications offer additional GA apron planning considerations and should be reviewed. AIP apron eligibility and justification may differ. Provide apron layout sketch with dimensioning upon final calculations.

Airport Location **Newton Municipal Airport**
Newton Iowa

1. Calculate Based Aircraft Apron Need

Enter # of Validated Based Aircraft → 15
 Select % Parking on Apron → 10
 Total Based Aircraft on Apron = 2
 Enter # ADG I Parked on Apron → 1
 Enter # ADG II Parked on Apron → 1
 Total Based Aircraft Apron Area (sq yds) = 2,065

Existing Apron¹
 Enter Square Yards → 21,868

Reference Sq Yds Key Below

Select Sq Yds per ADG I Aircraft³ → 705
 ADG I Apron Area (sq yds) = 705
 Select Sq Yds per ADG II Aircraft → 1360
 ADG II Apron Area (sq yds) = 1,360

Enter Total Annual Ops⁴ 5,000

2. Busiest Month (% of Annual Ops)

Select % of Annual Ops That Occur in Busiest Month → 15
 Busiest Month Operations = 750

4. # Itinerant Aircraft

Select % of Itinerant Operations of Busiest Day⁵ → 50
 # Itinerant Aircraft Operations = 13
 # Itinerant Aircraft Landing Operations = 7
 Select % of Itinerant Operations to Parking → 50
 # of Itinerant Aircraft Parking = 3.33
 Select % ADG I Itinerant Parking⁶ → 50
 Select % ADG II Itinerant Parking⁶ → 50

6. Planned Apron (10%⁶)

Square Yards = 6,050

3. Busiest Day (10%⁶ Avg Day)

Select Busiest Month (e.g. August) → Jul
 Avg Day Busy Month = 24
 Busiest Day 10% > avg. day = 27

5. Apron area (Reference Sq Yds Key Below)

Select Sq Yds per ADG I Aircraft³ → 705
 ADG I Apron Area (sq yds) = 1,173
 Select Sq Yds per ADG II Aircraft → 1360
 ADG II Apron Area (sq yds) = 2,262

Combined Total Parking Apron Area (sq yds) = 5,500

7. Apron Parking Area Need (Net area)

Square Yards = 15,818
 (Negative value = Apron Parking Deficiency)

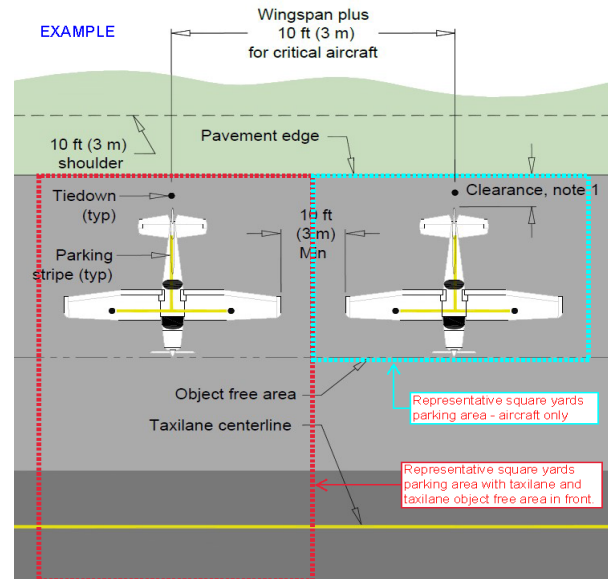
Sq Yds accounts for various parking position sizing, wingtip clearances, taxiway width, and taxiway object free area as per AC 150/5300-13, Airport Design.

Sq Yds Key

Sq Yds	Group	Sq Yds	Group
230	ADG I small parking only	705	ADG I small w/ADG II taxiway & TLOFA in front
330	ADG I large parking only	805	ADG I large w/ADG II taxiway & TLOFA in front
643	ADG II small no parking only	1360	ADG II small w/ADG II taxiway & TLOFA in front
791	ADG II med parking only	1508	ADG II med w/ADG II taxiway & TLOFA in front
940	ADG II large parking only	1657	ADG II large w/ADG II taxiway & TLOFA in front
490	ADG I small w/ADG I taxiway & TLOFA in front	*Apron taxiway and TLOFA pavement that may be needed for circulation to the left or right of a parking position not calculated. Add separately.	
590	ADG I large w/ADG I taxiway & TLOFA in front		

Footnotes

- Do not include hangar aprons (i.e., any pavement 50 feet from the face of a building) and pavement needed for anything other than aircraft - calculate those needs separately. A sketch identifying this area is needed.
- In absence of airport records, assume 10%. ADG II aircraft are not typically stored long-term on an apron; however, each airport is different.
- If ADG II is the critical group for apron circulation, use the ADG I sq yds value that has ADG II taxiway and TLOFA in front.
- Calculate from TFMS data. In absence of TFMS data, the amount of activity can be determined from fuel sales or from actual airport operations records. For example, if month with highest fuel sales accounts for 20% of annual sales, use 20% of annual as busy month. If actual traffic counts are available, use those.
- In absence of TFMS data or airport records, assume 50% of itinerant operations.
- In absence of TFMS data or airport records, assume 50% ADG I and 50% ADG II. Combined total must equal 100%.



Project Funding Summary
Apron Expansion
Newton Municipal Airport (TNU)
Newton, Iowa

Cost Opinion
FFY 2025

Date: 4/24/2024

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
2	Site Prep	1	LS	\$ 15,000.00	\$ 15,000.00
3	Clearing and Grubbing	2.4	AC	\$ 500.00	\$ 1,200.00
4	Pavement Removal, PCC	850	SY	\$ 8.00	\$ 6,800.00
5	Embankment	800	CY	\$ 10.00	\$ 8,000.00
6	Overexcavation	1200	CY	\$ 10.00	\$ 12,000.00
7	Cement Treated Subgrade, 12"	12886	SY	\$ 5.00	\$ 64,430.00
8	8" Base Course	12886	SY	\$ 14.00	\$ 180,404.00
9	8" PCC	12886	SY	\$ 65.00	\$ 837,590.00
10	Seeding	1	AC	\$ 2,500.00	\$ 2,500.00
11	Mulch	1	AC	\$ 1,000.00	\$ 1,000.00
12	Silt Fence	1200	LF	\$ 7.50	\$ 9,000.00
13	Pavement Marking	1	LS	\$ 15,000.00	\$ 15,000.00
14	Tie Downs	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 1,262,924.00

Construction Engineering and Administration	\$ 265,214.04
Project Total	\$ 1,528,138.04

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Newton Municipal - Earl Johnson Field, TNU, Newton, Iowa

Prepared by: City of Newton

Sponsor's E-mail: BrianD@newtongov.org

Date Prepared: May 06, 2024

Sponsor's Signature: _____

Sponsor's Phone: 641.792.6622

Printed Name: Brian Dunkelberger

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2025	Apron expansion	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	450,000.00 290,000.00 400,000.00 678,138.00 1,528,138.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$0.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$0.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$0.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$0.00

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The project provides no impact, positive or negative, to minority persons as it only enhances the use of the airport for all.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: Evelyn George

Title: Mayor

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

City of Newton Council Report

**Item:**

Resolution awarding contract for the Maytag Park Mini-Pitch PCC Pad Project

Summary:

This resolution awards a contract for work to construct a concrete pad for a proposed mini-pitch court.

Financial Impact:

\$40,222.50 to be paid using 2024A Bond Funds.

Report Number: 2024-483**Date:**

May 20, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Local citizens and Kick it Forward have been working on raising funds to install a mini-pitch court in Maytag Park. A new concrete pad was proposed to provide a defect-free surface meeting the suggested specifications for a mini-pitch court. Constructing a new concrete pad would also allow a specific location to be chosen that would not interfere with existing park amenities.

The Public Works Department drafted plans and specifications and sought bids from numerous contractors in central Iowa. The following bids were received on May 14, 2024:

A&A Concrete, LLC – Marshalltown, IA	\$40,222.50
JRF Concrete, LLC - Tama, IA	\$45,491.00
TK Concrete, Inc. – Pella, IA	\$46,872.00
Jerry's Quality Concrete – Bondurant, IA	\$58,570.00
Central Iowa Excavation, LLC – Kellogg, IA	\$66,023.51

The engineer's estimate was \$58,731.00. The apparent low bidder is A&A Concrete, LLC of Marshalltown, Iowa. The project completion date is July 31, 2024. Project costs are to be paid using 2024A Bond Funds.

Recommendation:

City Staff recommends that Council award a contract to A&A Concrete, LLC of Marshalltown, Iowa, for \$40,222.50.

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION AWARDING CONTRACT FOR THE MAYTAG PARK
MINI-PITCH PCC PAD PROJECT**

WHEREAS, local citizens and Kick it Forward have been working on raising funds to install a mini-pitch court in Maytag Park. A new concrete pad was proposed to provide a defect-free surface meeting the suggested specifications for a mini-pitch court; and

WHEREAS, constructing a new concrete pad would also allow a specific location to be chosen that would not interfere with existing park amenities; and

WHEREAS, public works staff prepared plans and specifications and sought bids from numerous contractors in central Iowa; and

WHEREAS, the following bids were received on May 13, 2024,

A&A Concrete, LLC – Marshalltown, IA	\$40,222.50
JRF Concrete, LLC - Tama, IA	\$45,491.00
TK Concrete, Inc. – Pella, IA	\$46,872.00
Terry’s Quality Concrete – Bondurant, IA	\$58,570.00
Central Iowa Excavation, LLC – Kellogg, IA	\$66,023.51

; and

WHEREAS, City staff recommends that the City of Newton award a contract to A&A Concrete, LLC of Marshalltown, Iowa, for the Maytag Park Mini-Pitch PCC Pad Project based on the low responsive, responsible bid received in the amount of \$40,222.50.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from A&A Concrete, LLC of Marshalltown, Iowa, in the amount of Forty thousand, Two Hundred and Twenty-two Dollars and Fifty cents (\$40,222.50) for the Maytag Park Mini-Pitch PCC Pad Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project; and that the project will be paid for using 2024A bond funds.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by A&A Concrete, LLC of Marshalltown, Iowa, for the Maytag Park Mini-Pitch PCC Pad Project t 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.

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:**

Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 159 Commercial Business/Property Code

Summary:

This ordinance reinstates the requirement for commercial businesses to register with the city and spells out the commercial occupancy requirements.

Financial Impact:

No impact from adoption of the ordinance

Report Number: 2024-487**Date:**

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

In 2020 council adopted Chapter 159, Commercial Business/Property Code in conjunction with the Commercial Business/Property Inspection program. In September of 2023 council rescinded the Chapter completely when the contracted inspection program was assigned internally to the Fire Marshal.

Included in the previous Chapter 159 was the business registration requirement. Council has requested that this process be reinstated in order to better communicate with owners in cases of issues or emergencies. The other aspect of former Chapter 159 was Occupancy Permits. This process is still a requirement for commercial occupancy.

Recommendation:

Staff recommends adoption of the ordinance reinstating Chapter 159 with regards to registration and the occupancy permit process only.

Matt Muckler, City Administrator

ORDINANCE NO. ____

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

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

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

CHAPTER 159: COMMERCIAL BUSINESS/PROPERTY CODE

General Provisions

- 159.01 Purpose
- 159.02 Scope
- 159.03 Title
- 159.04 Definitions

Permit Procedures

- 159.10 Registration
- 159.11 Commercial business/property occupancy permit
- 159.12 Contact information
- 159.13 Violations

Requirements and Conditions

- 151.25 Code Compliance
- 151.26 Garbage disposal
- 151.27 Space and security
- 151.28 Access
- 151.29 Lighting in public halls and stairways
- 151.30 Potable water supply
- 151.31 Structure and materials
- 151.32 Site and neighborhood
- 151.33 Occupancy standards
- 151.34 Ownership responsibilities
- 151.35 Tenant/occupant responsibilities
- 151.36 Substandard commercial business/property units

Appeals and Variances; Enforcement

- 151.55 Appeal
- 151.56 Variances
- 151.57 Open meetings
- 151.58 Appeal of decision
- 151.59 Recorded
- 151.60 Municipal infraction appeal

Cross-references:

- Building Code, see § 150.001
- Electrical Code, see § 150.002
- Fire Code, see § 150.004
- Mechanical Code, see § 150.005
- Plumbing Code, see § 150.003
- Property Maintenance Code, see § 150.006

GENERAL PROVISION

§ 159.01 PURPOSE.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use, occupancy and maintenance of all commercial businesses/properties and related structures within the city.

§ 159.02 SCOPE.

The provisions of this chapter shall apply to all buildings or portions thereof within the jurisdiction of the city which are used or intended to be used for commercial business or as commercial business/property. Additionally, all accessory buildings or structures are hereby subject to all applicable sections regarding health, safety and maintenance thereof, as contained in the city's Building Code.

§ 159.03 TITLE.

The regulations set out in the chapter, together with the International Building Code, the International Property Maintenance Code and the International Fire Code, current additions as adopted by the city shall be known as the “Newton Commercial Business/Property Code,” and may be cited as such. To the extent any of the provisions of the codes are inconsistent with the provisions of this chapter, then the provisions of this chapter shall apply and the conflicting provisions of such other codes shall not apply to this chapter.

§ 159.04 DEFINITIONS.

For the purpose of this chapter, certain terms and words are defined in this section and are used in addition to definitions found in the codes adopted by reference that together, with this chapter are known as the Newton Commercial Business/Property Code.

ACCESSORY STRUCTURE. A structure which is not used or intended to be used for living or sleeping by human occupants.

APPURTENANCE. That which is directly or indirectly connected or accessory to some other structure.

CODE – Any ordinance, code, law, or regulation in effect for the City of Newton concerning fitness for habitation or the construction, maintenance, occupancy, use, or appearance of any building, unit or structure, including but not limited to the Zoning Ordinance, International Building Code, Plumbing, Electrical, Fire Prevention and Property Maintenance Codes, as promulgated by the International Code Council, the Uniform Construction Code, the Solid Waste Management and Recycling Ordinance; and the Nuisance Ordinance.

COMMERCIAL BUSINESS/PROPERTY – Any Commercial Business/Property that meets the definitions as outlined in the International Building Code as an Assembly, Business, Educational, Factory and Industrial, High Hazard, Institutional, Mercantile, Residential, Storage or Utility and Miscellaneous.

COMMERCIAL BUSINESS PROPERTY OCCUPANCY PERMIT. A document issued by the city evidencing authority to occupy a commercial business property.

EXTERMINATION. The control and elimination of insects, rodents or other pests by eliminating the harborage places, by removing or making inaccessible materials that may serve as their food, by poisoning, spraying, fumigating or trapping or by any other recognized **and legal pest elimination methods approved by the Inspector.**

GARBAGE. Animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food, and shall also mean combustible waste material in accordance with the city’s burning regulations.

INSPECTION, FOLLOW-UP. One of a number of re-inspections of a commercial unit following an initial inspection, designed to determine and achieve compliance with deficiencies noted in the initial and any other follow-up inspection.

INSPECTION, INITIAL. A periodic inspection of a commercial unit conducted to determine compliance with the provisions of this chapter, whether initiated by the Inspector or by written complaint.

INSPECTOR. The official who is charged with the administration and enforcement of this code, or any duly authorized representative. Also, CODE OFFICIAL.

OPERATION. Any person who has charge, care or control of a building or part thereof, in which commercial businesses/properties are let. Also, OPERATOR.

OWNER. Any person who, alone or jointly or severally with others: shall have legal title to any commercial property, with or without accompanying actual possession thereof; or shall have charge care or control of any commercial business/property, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual OWNER shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the OWNER.

OWNERS DUTIES – It shall be the duty of every owner to keep and maintain all Commercial Businesses/Properties in compliance with all applicable State laws and regulations and local ordinances and to keep such property in good and safe condition. This ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the City of Newton against an owner, occupant or guest thereof.

PLUMBING. All of the following supplied facilities and equipment: gas pipes; gas burning equipment; water pipes; garbage disposal units waste pipes; water closets sinks; dishwashers; lavatories; bathtubs; shower baths; clothes washing machines; catch basins; drains; vents; and any other similar supplied fixtures, together with all connections and to water sewer or gas lines.

REFUSE. Waste material, except human waste, including garbage, rubbish, ashes and dead animals.

RENT. Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a commercial building not owned by the occupant.

STRUCTURE – Anything constructed or erected on the ground or attached to the ground including, but not limited to, buildings, sheds, mobile homes and other similar items.

TENANT – Any person who has the right of occupancy, either singly or with others, of a Commercial Business/Property.

PERMIT PROCEDURES

§ 159.10 REGISTRATION.

Registration. All commercial business properties within the corporate limits of the City of Newton shall be registered annually with the city by the owner or the owner's representative. The owner or owner's representative shall file a completed registration form (as provided by the city) within 30 days of the property becoming a commercial business/property, and subsequently upon any changes in ownership or in the case where the property owner's representative changes.

§ 159.11 COMMERCIAL BUSINESS/PROPERTY OCCUPANCY PERMIT.

When the owner has complied with all requirements of this chapter the city shall issue a Commercial Business/Property Occupancy Permit to the owner for such commercial business/property.

- (A) Expiration of occupancy permit.
 - (1) A Commercial Business/Property Occupancy Permit for a commercial business/property shall be valid until the date of expiration as printed on the face of the issued permit, unless the unit, at any time, is found to be in violation of the requirements of this chapter.
 - (2) No new Commercial Business/Property Occupancy Permit shall be issued with respect to such commercial business/property until the owner has complied with all requirements of this chapter.
- (B) Location of occupancy permit. The owner shall cause the occupancy permit to be placed in each property/unit where it is readily available for examination by prospective tenants, current tenants and the Inspector at all times. If the permit is not available for examination during any inspection, the owner shall be required to immediately replace such permit.
- (C) Effect of issuance of occupancy permit.
 - (1) The issuance of a Commercial Business/Property Occupancy Permit for a commercial business/property shall not be construed to mean that the commercial business/property complies with the provisions of this chapter or with any of the provisions of any other chapters of this code, including, but not limited to, city zoning.
 - (2) After issuance of a Commercial Business/Property Occupancy Permit for a commercial business/property, if it is determined that the commercial business/property, or the structure of which the commercial business/property is a part, fails to comply with any of the provisions of this chapter, the City of Newton may require the owner to bring said commercial business/property or structure into compliance with all of the provisions of this chapter. Failure to bring said commercial business/property into compliance shall result in an invalid Commercial Business/Property Occupancy Permit.
- (D) Temporary occupancy permit. The City of Newton may, but is not required to, issue a temporary Commercial Business/Property Occupancy Permit under either of the following circumstances:
 - (1) Reasonable time to inspect. If the Fire Chief or designee determines that it is impractical to inspect a commercial business/property/business within a reasonable time after an owner makes application for occupancy permit, provided the owner has made application prior to expiration of said permit. In such case, the City of Newton may issue a temporary Commercial Business/Property Occupancy Permit which shall be valid for the minimum reasonable period of time which the Fire Chief or designee determines is needed in order to complete the inspection of the commercial property/business; or
 - (2) Previously issued permit. If an occupancy permit previously issued with respect to a commercial property has expired, by reason of the next initial inspection of the commercial business/property having been conducted and if the commercial business/property does not then comply with all of the requirements of this chapter. In such case, the Fire Chief or designee may, but is not required to, issue a temporary occupancy permit for the minimum reasonable period of time which the Fire Chief or designee determines is needed by the owner to bring the commercial business/property into compliance with all of the requirements of this chapter, provided life-safety of tenants is not at risk.
 - (3) In either case, the expiration date of the temporary occupancy permit shall be stated on the face of the permit.

§ 159.12 CONTACT INFORMATION.

All commercial business/properties shall have the name and contact information of the property owner and/or the property owner's representative clearly and visibly posted for tenants.

§ 159.13 VIOLATIONS.

Commercial business/properties that fail to comply with this chapter, including but not limited to failure to register a property, shall be referred to the City of Newton Fire Department and the Newton City Attorney for prosecution as a municipal infraction. Failure to comply with this chapter may result in the revocation of a certificate of occupancy, revocation of a Commercial Business/Property Occupancy Permit, and/or a requirement to vacate the property.

REQUIREMENTS AND CONDITIONS

§ 159.25 CODE COMPLIANCE.

All commercial business/properties shall comply with adopted codes for the City of Newton. Reference Chapter 150, City of Newton, Code of Ordinances.

§ 151.26 GARBAGE DISPOSAL.

- (A) Performance requirements. The commercial business/property shall contain suitable space and equipment for the sanitary disposal of food wastes and garbage, including facilities for temporary storage where necessary.
- (B) Structural requirements. Structural requirements garbage disposal facilities shall be as provided in § 159.25 of this chapter pertaining to sanitary requirements.
- (C) Acceptability criteria. Temporary and permanent garbage receptacles shall be free of leaks, shall be covered and should not show buildup of deposits due to lack of cleaning. If plastic bags are used for garbage disposal, they should be placed in a container indoors.

§ 159.27 SPACE AND SECURITY.

- (A) Performance requirements. The commercial business/property shall afford the occupants adequate space and security.
- (B) Structural requirements.
 - (1) Permissible occupancy; floor area per occupant. Every commercial business/property shall contain space as required by the International Building Code. In determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five feet and shall not be considered when computing the total floor area of the room.
 - (2) Maximum occupancy. No building shall be occupied in excess of the calculated occupancy required by the International Building Code.
 - (3) Ceiling heights. The ceiling height in every habitable room shall be at least seven feet. Obstructions of space by such items as water and gas pipes, cabinetry and the like shall be permitted when such obstructions are located in such a fashion that they do not interfere with normal or emergency ingress or egress and are approved by the Inspector. In no event may an obstruction be located nearer than six feet, four inches to the floor.
 - (4) Acceptable criteria. The commercial business/property shall conform to this division (B) pertaining to structural requirements. Latches or locks should be of the type to permit swift emergency exit in accordance with the International Fire Code.

§ 159.28 ACCESS.

- (A) Performance requirements. Access to each commercial business/property shall not require first entering any other commercial business/property and/or other private property; except that, access to commercial business/properties may be through a common space provided and maintained by the owner or operator of the structure.
- (B) Acceptability criteria. The commercial business/property shall be usable and capable of being maintained without unauthorized use of other private properties.

§ 151.29 LIGHTING IN PUBLIC HALLS AND STAIRWAYS.

- (A) Performance requirements. Public passageways and stairways in commercial business/properties accommodating two or more commercial business/property units shall be provided with a convenient wall-mounted light switch which activates an adequate lighting system.
- (B) Structural requirements. Switches shall be placed at both the top and bottom of stairwells and must be of the types which meet the Electrical Code of the city.
- (C) Acceptability criteria. Acceptability criteria shall be the requirements set out in divisions (A) and (B) above.

§ 159.30 POTABLE WATER SUPPLY.

- (A) Performance requirements. Where installed, the water supply shall be free from contamination.
- (B) Structural requirements.
 - (1) Generally. The provisions of the city's Plumbing Code shall apply to the water supply.
 - (2) Required water heating facilities. Every clean-up sink and lavatory basin required in accordance with the provisions of this chapter shall be properly connected with supplied water heating facilities. Every water heating facility shall be properly connected and shall

be capable of heating water to such temperature as to permit an adequate amount of water to be drawn on every clean-up sink and lavatory basin required at a temperature of not less than 120 degrees Fahrenheit (43 degrees Celsius).

- (C) Acceptability criteria. The commercial business/property shall be served by an approved public or private sanitary water supply. Water heating facilities shall meet requirements stated in division (B)(2) above.

§ 159.31 STRUCTURE AND MATERIALS.

- (A) Performance requirements. The commercial business/property shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.
- (B) Structural requirements.
 - (1) Generally. Structural requirements shall be as provided in § 159.35 of this chapter.
- (C) Acceptability criteria. Ceilings, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weather-tight. The exterior wall structure and exterior wall surface shall not have any serious defects as serious leaning, buckling, sagging, cracks, holes, loose siding or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways and the like shall be such as not to present danger or tripping or falling. Elevators shall be maintained in safe and operating condition.

§ 159.32 SITE AND NEIGHBORHOOD.

This section shall comply with Chapter 94 of this Code of Ordinances.

- (A) Performance requirements. The site shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants of the neighborhood.
- (B) Structural requirements.
 - (1) Buildings should be maintained so as not to present a deteriorated condition indicating a blighted area.
 - (2) The site should be free of trash and maintained in conformance with accepted standards within the neighborhood. Parking should be organized and parking rules shall be enforced. Garbage receiving areas shall be maintained and kept clean and shall not provide access to rodent infestation or fire hazards.
- (C) Acceptability criteria. The site shall not be subject to serious adverse environmental conditions, natural or human-made, such as dangerous sidewalks, steps poor drainage, septic tank backup, sewage hazards, mudslides, dust and smoke, excessive accumulation of trash, vermin or rodent infestation or fire hazards.

§ 159.33 OCCUPANCY STANDARDS.

- (A) Performance requirements. No occupant shall allow the occupancy of any commercial business/property to violate the occupancy standards outlined in this chapter pertaining to occupant's responsibilities.
- (B) Owner's responsibility. No owner shall knowingly allow the occupancy of any commercial business/property which does not then have a valid Commercial Business/Property Occupancy permit in effect.
- (C) Occupancy permit. No person shall occupy, nor shall the owner allow the occupancy of, any commercial unit which does not then have a valid commercial business/property occupancy permit in effect.
- (D) Structural requirements. Structural requirements are provided in § 151.35 of this chapter.
- (E) Acceptability requirements. Acceptability criteria are the same as performance and structural requirements.

§ 159.34 OWNER RESPONSIBILITIES.

- (A) Generally. The owner's responsibilities under this chapter are as set out in this section.
- (B) Maintenance of structure.
 - (1) Sound condition. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, sidewalk and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
 - (2) Weather-proof. Every foundation, floor exterior wall, interior door, window and roof shall be maintained in a reasonably weather-tight, water-tight, rodent-proof and insect-proof condition.
 - (3) Doors/windows. Every door and window, to include all hardware associated with every door and window, shall be maintained in good and functional condition.

- (4) Interior. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition and, where appropriate, shall be capable of providing privacy.
- (C) Maintenance of accessory structures. Every foundation, exterior wall, roof, window, exterior door and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats, or other vermin and shall be maintained in a reasonably water-tight, structurally-sound condition capable of withstanding imposing wind and snow loads.
- (D) Drainage.
 - (1) Rainwater drainage. Rainwater shall be directed away from the building so as to prevent water damage to structure.
 - (2) Grading and drainage. Every premise shall be graded so no stagnant water will accumulate or stand thereon,
 - (3) Exception. This section shall not affect the existence or maintenance of approved storm water detention systems.
- (E) Chimneys. Every chimney shall be adequately supported and maintained in a reasonable good state of repair.
- (F) Protection of wood exterior surfaces.
 - (1) Generally. All exterior wood surfaces of a commercial business/property and its' accessory structures, porches and similar appurtenances shall be protected from the elements against decay by non-lead paint or other approved protective covering.
 - (2) Exception. Any exterior wood surface comprised of a type of species of wood which resists or which has been treated to resist decay and infestation shall be exempted from the requirement of division (F)(I) above when approved by the Inspector.
- (G) Egress from structure. Every means of egress shall be maintained in good condition and shall be free from obstruction at all times.
- (H) Hanging screens and storm windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows, except when there is a written agreement between the owner and the occupant to the contrary. Any such agreement shall be available to the Inspector during the inspection of the commercial business/property.
- (I) Electrical system. The electrical system of every commercial business/property or accessory building shall not, by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause, expose the occupants to hazards of electrical shock. The owner should allow tenant access to fusing and electrical disconnect means.
- (J) Maintenance of plumbing fixtures. Every plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition. Water pressure shall be adequate to permit proper flow of water from all open outlets at all times, except during maintenance and repair.
- (K) Maintenance of gas appliances and facilities.
 - (1) Gas piping. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion and obstruction causing reduced pressure or volume.
 - (2) Gas pressure. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times, except during maintenance.
- (L) Maintenance of heating and cooling facilities. The heating equipment of each commercial unit shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this chapter. However, heating and cooling equipment shall not be required to be maintained in operational condition during what is considered to be the off-season periods.
- (M) Floors. Every toilet room floor surface, bathroom floor surface and kitchen floor surface shall be maintained so as to permit them to be kept in a clean, dry and sanitary condition.
- (N) Supplied facilities. No supplied facility shall be removed, shut off disconnected from any occupied commercial business/property, except for such temporary interruptions as may be necessary while actual repairs, replacement or alterations are being made, unless authorized by court order.
- (O) Maintenance of sanitary facilities. All toilets, baths and lavatory basins shall be maintained in good working condition.
- (P) Fire protection. All fire extinguishers, fire suppression, and early warning fire safety systems shall be maintained in proper working order at all times. Anyone who fails to take immediate action to abate a hazard when notified by the code official shall be subject to citation.
- (Q) Pest extermination. The owner or operator shall be responsible for extermination of pests when it is determined by the County Health Officer or his or her designated agent that the infestation is present in two or more commercial business/properties within a structure.
- (R) Garbage disposal. Every owner or operator of a commercial business/property shall supply adequate facilities for the disposal of garbage in compliance with this chapter, except when there is a written agreement between the owner and the occupant to the contrary. Any such agreement shall be available to the Inspector during the inspection of the commercial business/property.
- (S) Address numbers. New and existing buildings shall have approved address numbers, building numbers or approved identification placed in a position that is plainly legible and visible from the

street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm).

§ 159.35 TENANT/OCCUPANT RESPONSIBILITIES.

(A) General. The occupant of a commercial business/property shall keep in a clean, safe and sanitary condition that part of the commercial business/property or premises thereof that he or she occupies and controls, to include the following:

- (1) Flooring. Every floor and floor covering shall be kept reasonably clean and sanitary.
 - (2) Walls/ceilings. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
 - (3) Refuse storage. No commercial business/property shall be used for storage of refuse, except as provided in this chapter.
 - (4) Outside areas. Outside areas shall comply with the city's nuisance codes.
- (B) Plumbing fixtures. The occupant of a commercial business/property shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use and proper operation thereof.
- (C) Extermination of pests. The occupant of a single commercial business/property shall be responsible for the extermination of any insects, rodents or other pests on the premises. The occupant of a commercial business/property containing two or more commercial business/property units shall be responsible for such extermination within the unit occupied whenever the unit is the only one infested. However, whenever it is determined by the County Health Officer or his or her designated agent that infestation is caused by failure of the owner to maintain a commercial unit in a reasonable rodent proof or insect proof condition, extermination shall be the responsibility of the owner.
- (D) Storage and disposal of garbage. The occupant of a commercial business/property shall dispose rubbish, garbage and any other organic waste in a clean and sanitary manner by placing it in the proper facilities or containers required by this chapter.
- (E) Electrical wiring. The occupant of a commercial business/property shall use no temporary wiring or extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms or similar structural elements or are attached thereto. The occupant shall not knowingly overload the circuitry of the commercial business/property.
- (F) Supplied facilities. The occupant of a commercial business/property shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use and proper operation thereof.
- (G) Fire safety devices. The occupant shall not tamper with or disable any fire extinguisher or early warning protection device or system. All tenants listed on the commercial business/property lease agreement shall be held responsible for any tampering or disabling within the unit and shall be subject to citation. Anyone who fails to take immediate action to abate a hazard when notified by the code official shall be subject to citation.
- (H) Filing a complaint. In the event that a tenant files a complaint against his or her landlord to the Inspector, the complaint must be in writing stating what the complaint is and must be signed and dated by the tenant.

§ 159.36 SUBSTANDARD COMMERCIAL BUSINESS/PROPERTY UNITS.

- (A) Generally. Any commercial business/property or portion thereof, including any premises on which the commercial business/property is located, in which there exists any of the conditions listed in this section, to the extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby is declared to be a substandard building.
- (B) Substandard conditions. Substandard conditions shall include, but not be limited to, the following:
- (1) Lack of proper sanitation (where required);
 - (2) Lack of hot and cold running water to plumbing fixtures;
 - (3) Lack of heating facilities;
 - (4) Lack of or improper operations required ventilating equipment;
 - (5) Lack of or minimum amounts of natural light and ventilation require by this chapter;
 - (6) Room and space dimensions less than required by this chapter;
 - (7) Lack of required electrical lighting;
 - (8) Infestation of insects, vermin or rodents as determined by the Inspector;
 - (9) General dilapidation or improper maintenance;
 - (10) Lack of connection to the required sewage disposal system;
 - (11) Lack of adequate garbage and rubbish storage and removal facilities as determined by the Health Officer; and
 - (12) Lack of valid Commercial Business/Property Occupancy Permit.
- (C) Structural hazards. Structural hazards shall include, but not limited to, the following:

- (1) Deteriorating or inadequate foundations;
 - (2) Defective or deteriorating flooring or floor supports;
 - (3) Flooring or flooring supports of insufficient size to carry imposed loads with safety;
 - (4) Members of wall, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
 - (5) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;
 - (6) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
 - (7) Members of ceiling, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;
 - (8) Fireplaces or chimneys which list, bulge or settle due to material deterioration; and
 - (9) Fireplaces or chimneys which are insufficient size or strength to carry imposed loads with safety.
- (D) Hazardous wiring. Hazardous wiring shall include all wiring, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner,
- (E) Hazardous plumbing. Hazardous plumbing shall include all plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphoning between fixtures.
- (F) Hazardous mechanical equipment. Hazardous mechanical equipment shall include all mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition.
- (G) Faulty weather protection. Faulty weather protection shall include, but not be limited to, the following:
- (1) Deteriorated, crumbling or loose plaster;
 - (2) Deteriorating or ineffective water-proofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
 - (3) Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and
 - (4) Broken, rotted, split or buckled exterior wall coverings or roof.
- (H) Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the Chief of Fire Department or his or her designee, is in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.
- (I) Faulty materials of construction. Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.
- (J) Hazardous or unsanitary premises. Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards.
- (K) Inadequate maintenance. Any building or portion thereof which is determined to be an unsafe building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.
- (L) Inadequate exits. All buildings or portion thereof not provided with adequate exit facilities as required by this chapter shall be deemed to have inadequate exits. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed.
- (M) Inadequate fire-resistive construction or firefighting equipment.
- (1) Fire-resistive. All buildings or portion thereof which are not provided with the fire-resistive construction required by this chapter shall be deemed to have inadequate fire-resistive construction, except those buildings or portions thereof which the owner proves by clear satisfactory and convincing evidence:
 - (a) Conformed with all applicable laws at the time of their construction, conversion to commercial business/property status and increase in number of commercial business/properties; and
 - (b) Whose fire-resistive construction has been adequately maintained and improved with any increase in number of commercial units or occupant load, and with any alteration, addition or change in occupancy.
 - (2) Deemed inadequate. All buildings or portions thereof which are not provided with the fire extinguishing system or equipment required by this chapter shall be deemed to have inadequate fire extinguishing systems or equipment.

- (N) Improper occupancy. Improper occupancy shall include any occupancy of a building or portion thereof occupied for commercial business/property use which was not designed or intended to be used for such occupancy. Improper occupancy shall also include the occupancy of, or allowing the occupancy of, any commercial business/property for which there is not in effect a valid and current Commercial Business/Property Occupancy Permit or a valid and current registration receipt with respect to said commercial business/property.

APPEALS AND VARIANCES; ENFORCEMENT

§ 159.55 APPEAL.

- (A) Any person affected by any written notice or order issued under the provisions of this chapter may appeal such notice or order to the Newton Building and Trades Board Appeals.
- (B) The appeal may request that the notice or order be modified or revoked, or that a variance be granted.

§ 159.56 VARIANCES.

In the case of appeals requesting a variance, the Board may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the Board makes specific findings of fact based on the evidence presented on the record as a whole, that the following factors have been established by the required standard of proof:

- (A) There are practical difficulties or unnecessary hardships in carrying out the strict letter of the notice or order;
- (B) Due to the particular circumstances presented, the effect of the application of the provisions of this chapter would be arbitrary in the specific case;
- (C) An extension of time to bring the property into compliance with the provisions of this chapter would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect;
- (D) Such a variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare;
- (E) The granting of such variance will not render the structure unsafe; and
- (F) The structure benefitted by the variance conformed with all applicable provisions of this Code of Ordinances, including, but not limited to, zoning provisions, at each of the following times:
- (1) At time of construction;
 - (2) At the time of its conversion to commercial business/property status; and
 - (3) At the time of any increase in number of commercial business/property units in the structure.

§ 159.57 OPEN MEETINGS.

Hearings conducted under this section shall be open to the public during the presentation of testimony and other evidence and during any argument or discussion the Board may permit. Upon completion of the submission of evidence, the Board shall make findings and determination based upon thereon. The Board may request assistance from the City Attorney's office in formalizing its findings and determinations, which shall be issued in written form. Findings and determination shall be made no later than 30 days after the hearing.

§ 159.58 APPEAL OF DECISION.

The party who is appealing or the city may appeal the decision of the Board to a court of competent jurisdiction within 30 days of the date of the decision of the Board. If the decision of the Board is not appealed, it shall become final.

§ 159.59 RECORDED.

Variances issued by the Board shall be recorded in the city's official building file for the property.

§ 159.60 MUNICIPAL INFRACTION APPEAL.

A municipal infraction citation that is issued to any person for a violation of any provisions of this chapter shall not be the subject of an appeal or a request for a variance under this section. All municipal infraction citations shall be governed by the provisions of this Code of Ordinances and by Iowa Code § 364.22.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

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

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

The Mayor declared Ordinance No. _____(2024) was adopted on _____.

I certify that the foregoing was published as Ordinance No. ____ (2024) on the __ day of _____ 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 150.008 Downtown Historic District Design Guidelines

Summary:

This ordinance amends the Code of Ordinances by adding Chapter 150.008 Downtown Historic District Design Guidelines

Financial Impact:

No impact from adoption of the ordinance

Report Number: 2024-488

Date:

May 20, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Newton was established as a Main Street Community in February 2014 and the Newton Downtown Historic District was listed on the National Register of Historic Places in September 2014. The Newton Historic Preservation Commission and Newton Main Street collaborated and led the development of the Downtown Historic District Design Guidelines, which included three public input opportunities, with the assistance from consultants Bolton & Menk and Bergland + Cram.

The Downtown Design Guidelines will serve as an advisory document for the improvement and redevelopment of downtown structures; and the Newton Historic Preservation Commission unanimously recommended approval of the Design Guidelines at their regular meeting on November 2, 2015. The Design Guidelines apply only to buildings that are listed as contributing structures to the Newton Downtown Historic District on the National Register of Historic Places in order to improve the overall aesthetic value and atmosphere of the historic downtown.

Recommendation:

Staff recommends amending the Code of Ordinances by adding Chapter 150.008 Downtown Historic District Design Guidelines

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, TITLE XV LAND USAGE, BY ADDING CHAPTER 150.008 DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES

WHEREAS, Newton was established as a Main Street Community in February 2014; and

WHEREAS, the Newton Downtown Historic District was listed on the National Register of Historic Places in September 2014; and

WHEREAS, the Newton Historic Preservation Commission and Newton Main Street collaborated and led the development of the Downtown Historic District Design Guidelines, which included three public input opportunities, with the assistance from consultants Bolton & Menk and Bergland + Cram; and

WHEREAS, the Downtown Design Guidelines will serve as an advisory document for the improvement and redevelopment of downtown structures; and

WHEREAS, the Newton Historic Preservation Commission unanimously recommended approval of the Design Guidelines at their regular meeting on November 2, 2015;

WHEREAS, the Design Guidelines apply only to buildings that are listed as contributing structures to the Newton Downtown Historic District on the National Register of Historic Places in order to improve the overall aesthetic value and atmosphere of the historic downtown.

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

Section 1. The Code of Ordinances, City of Newton, Iowa Title XV, is hereby amended by adding the following new Chapter 150.008 entitled Downtown Historic District Design Guidelines, which shall read as follows:

150.008. DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES. The City hereby adopts by reference the Downtown Historic District Design Guidelines required by buildings that are listed as contributing structures to the Newton Downtown Historic District on the National Register of Historic Places.

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