



Newton City Council Agenda

June 3, 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

Citizen Participation

2. 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

3. May 20, 2024 Regular City Council Meeting Minutes
4. Approve Liquor Licenses for the following: GEZELLIG BREWING COMPANY, LLC - BW0099095, 403 W 4TH ST N, STE 103, Special Class C Retail Alcohol License; Newton/Des Moines East KOA, 1610 E 36th Street S Special Class B Retail Native Wine License; Cobblestone Inn & Suites- BW0094189, 4222 S 22nd Ave. E, Special Class C Retail Alcohol License; Lucky Wife Wine Slushies, 124 N 2nd Ave W, June 25th and July 9th, Special Class C Retail Alcohol License; CASEY'S #1911-LE0003308, 1018 1ST AVE E Class E Retail Alcohol License; Wal-Mart Supercenter #748- LE0000974, 300 Iowa Speedway Dr, Class E Retail Alcohol License
5. Approve 2024 - 2025 Cigarette/Tobacco/Nicotine/Vapor License for Dollar General #3032, 1803 1st Ave E; Git-N-Go Convenience Store #14, 801 1st Ave W; Git-N-Go Convenience Store #45, 1708 S 8th Ave E; Kwik Star #1001, 1910 1st Ave E; Murphy USA #6513, 200 Iowa Speedway Dr; Newton 66 #963, 1806 S 12th Ave W; Newton Market, 321 1st Ave W; Pit Stop Liquors, 1324 1st Ave E; Walgreens, 1204 1st Ave E.; Walmart #748, 300 Iowa Speedway Dr; West End Sinclair #961, 1325 1st Ave W
6. Certify Police Officer Candidate List
7. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2024-2025

8. Resolution Authorizing Fund Transfers in FY 24/25
9. Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area
10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-05)
11. Resolution approving an engineering services agreement for the Aurora Park Tennis Courts Project
12. Resolution accepting completion of the City of Newton Roof Replacement Project 2023-01 - Parks
13. Resolution approving change order #1 for the W 6th St S Widening and Overlay Project
14. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-02
15. Resolution approving a Project Services Agreement for the Public Works Community Development Wash Bay Project
16. Resolution approving an emergency storm culvert purchase for the Newton Sanitary Landfill
17. Resolution granting a permanent ingress/egress easement to Taldoe Timber LLC
18. Resolution granting a permanent ingress/egress easement to Generational Acres LLC
19. Resolution Approving a Letter of Support for the DMACC Newton Campus Legacy Plaza Greenspace Project
20. Resolution approving an amendment to a Professional Services Agreement for updates to the planning documents for the Westwood Clubhouse Replacement Project
21. Resolution approving the purchase and upfit services for two 2024 Ford Police Interceptor SUVs
22. Resolution awarding the purchase of a thermal imaging camera and accessories
23. Resolution setting a public hearing for the sale of City-owned property at 315, 319, and 321 East 8th Street South in Newton, Jasper County, Iowa
24. Approve Bills

Public Hearing

25. Public Hearing on a Resolution Approving the Third Budget Amendment for Fiscal Year 2023-2024
 - Council designated June 3, 2024 as the public hearing date to consider the third budget amendment for fiscal year 2024.
 - The proposed budget amendment adjust the current year 2023-24 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2024. Amended line items include expenses related to Tax Increment Financing Economic Development projects and Housing Initiative funds for Arbor Estates Phase 2 and Housing Incentives

Ordinance

26. Resolution Approving the Third Budget Amendment for Fiscal Year 2023-2024
27. Third 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.
28. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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
29. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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
30. 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 block of E 15th St N
 - The City received safety concerns regarding street parking in the 600 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

- During the City Council meeting on May 20th, City Council amended the original proposal and voted to restrict parking only in the 600 blk.

31. First Consideration of an Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 159 Commercial Business Property Code

- The City has experienced some difficulty in keeping up to date contact information for commercial/business properties.
- The Chapter 159: Commercial/Business Property Code ordinance contained language requiring annual registration of commercial business/property.
- City Council discussed the item at the 5/20/2024 meeting and requested the ordinance be placed on a future agenda.

Resolution

32. Resolution Adopting The Vacant Building Administrative Policy

- The Vacant Building Administrative Policy will provide specific guidance on the application and implementation of the Vacant Building Ordinance.

33. Resolution on Vacant Building Fees

- It is desirable that the costs associated with the administration of the Vacant Building Ordinance and Policy be off-set by fees.
- The resolution adopts a fee schedule to be added to the City's comprehensive schedule of fees.

34. Resolution directing publication of notice of intent to fill the Ward 4 vacancy by appointment

- Ward 4 Council member Vicki Wade has provided a written notice of resignation from City Council as of June 19, 2024.
- As allowed by Iowa Code Section 372.13(2)(a), City Council may choose to fill the vacancy by appointment.
- Interested parties must submit their name, address, phone number, and brief biographical information to Katrina Davis, City Clerk at City Hall, 101 W 4th St S., no later than 12:00 pm on June 21, 2024.

Staff Report

35. Stormwater & Wastewater Systems During Heavy Rain Events - Utilities Director Jody Rhone and Public Works Director Joe Grife

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.

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
MAY 20, 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, Hallam, Simbro, Ervin. Absent: None.

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. Randy Camp, 713 E 15th St N, spoke regarding the parking restrictions in the 700 block of E 15th St N. Bruce Showalter, Newton Housing Development Corporation Director, announced a Housing Reception on Wednesday from 5 to 7 PM at Legacy Building 20. Donna Stumie, 401 E 10th St S, spoke about parking on W 3rd St S where you have to swerve in and out of traffic. She requested a reminder to citizens about parking 5 feet from fire hydrants, and also to make sure people make their house numbers visible in order for EMS can get to the correct address faster.

Consent Agenda

Moved by Ervin, seconded by Hallam to approve consent agenda items 5-24. AYES: Six. NAYS: None. Consent Agenda was adopted.

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)
Resolution 2024-163 adopted.

10. Resolution approving a Civil Engineering Services Agreement for the Westwood Clubhouse Building Project.
Resolution 2024-164 adopted.

11. Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6.
Resolution 2024-165 adopted.

12. Resolution approving household hazardous waste service agreement with Metro Waste Authority.
Resolution 2024-166 adopted.

13. Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Improvement Project.
Resolution 2024-167 adopted.

14. Resolution correcting the low-moderate income housing set-aside grant for 525 North 2nd Avenue East, Newton
Resolution 2024-168 adopted.

15. Resolution authorizing the filing of a 657A petition for abandoned building for 601 East 13th Street North, Newton
Resolution 2024-169 adopted.

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
Resolution 2024-170 adopted.

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
Resolution 2024-171 adopted.
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
Resolution 2024-172 adopted.
19. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2024-173 adopted.
20. Resolution Approving a Property Tax Rebate for the Hopkins Properties LLC Property Located Within the 1st Avenue East Urban Renewal Area
Resolution 2024-174 adopted.
21. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area
Resolution 2024-175 adopted.
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
Resolution 2024-176 adopted.
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.
Resolution 2024-177 adopted.
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 Moved by Dalton, seconded by Simbro to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.
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
Moved by Dalton, seconded by Wade to approve the second consideration of the Ordinance. Cody Pearson, 615 E 15th St N indicated the parking is only an issue on the 600 block. Moved by Dalton, seconded by Wade to amend the Ordinance to only include the 600 block. AYES: Four. NAYS: Mills, Ervin. The amendment passed to only include the 600 block. Moved by Mills, seconded by Dalton to amend this reading of the ordinance back to the first consideration. AYES: Six. NAYS: None. Motion passed to amend back to the First Consideration. AYES: Six. NAYS: None. The First Consideration of the amended Ordinance was approved.
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
Moved by Wade, seconded by Hallam to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.
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
Moved by Dalton, seconded by Wade to approve the second consideration of the Ordinance. Council discussed changing back to the original recommended east side. Moved by Dalton, seconded by Mills to amend back to restrict parking on the original east side. AYES: Six. NAYS: None. The amendment passed. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

29. Resolution selecting Veenstra & Kim, Inc. to serve as the building inspection service for the City of Newton
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-178 adopted.
30. Resolution selecting Bing Bang as agency of record for Marketing & Advertising Agency Services.
Moved by Ervin, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-179 adopted.
31. Resolution approving D&D 2.0 Demo Grant for 901 North 8th Avenue East in Newton
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-180 adopted.
32. Resolution authorizing the submission of an application to the Iowa Airport Improvement Program and certifying eligibility requirements.
Moved by Wade, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-181 adopted.
33. Resolution awarding contract for the Maytag Park Mini-Pitch PCC Pad Project
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-182 adopted.

Discussion

34. Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 159 Commercial Business/Property Code
Discussion ensued regarding registering businesses in order to have contact information and fines versus infractions
35. Ordinance amending the Code of Ordinances, Title XV Land Usage by adding Chapter 150.008 Downtown Historic District Design Guidelines
This ordinance would only affect contributing buildings. Discussion ensued. Council wanted the opportunity to review this further.

Mayor/Council Comments

36. Mayor and Council Comments
Wade announced her resignation on June 19th because of purchasing another home outside of Ward 4. Mills announced that he and other partners would be doing office hours in the future to give people an opportunity to ask questions and make comments. Dalton attended the state Main Street conference in Burlington Alabama.

Adjourn

Moved by Wade, seconded by Hallam to adjourn the meeting at 8:15 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor



**City of Newton Civil Service Commission
Police Officer Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following list of candidates for the purpose of filling vacancies within the City of Newton Police Department. The following list shall expire one year from the date of certification, or upon exhaustion.

Police Officer Candidates

Nathan Nardini
Levi Fiedler
Brady Shay

Date: June 3, 2024

Signed:

Dave Zellinger

Teresa Ray

Gary Johnson

Witness by:

Katrina Davis, City Clerk

Date:

City of Newton Council Report

**Item:**

Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2024-2025

Summary:

This Resolution formally allocates the Local Option tax revenues per the adopted 2024-25 budget.

Financial Impact:

Appropriates approximately \$2,150,000 per the adopted 2024-25 budget

Report Number: 2024-501

Date:

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The voters of the City of Newton instituted a one-cent Local Option Sales and Service Tax in 2006. The approval language on the ballot required that at least 35% of the tax collections be utilized for property tax relief. The remainder of the taxes could be used for any other governmental purpose.

The City has budgeted to satisfy the property tax relief requirement by transferring 35% of the sales tax revenues directly to the City's Employee Benefits fund. For the 2024-25 fiscal year, \$752,500 of the budgeted \$2,150,000 in local option sales tax has been applied to the employee benefits fund. This "buys down" the City's tax levy by over \$1.38 per \$1,000 of taxable valuation.

In addition to property tax relief, when the Local Option Sales and Service Tax was originally passed, it was made clear that an acceptable use of those funds would be to assist local community organizations. Through its budgeting process for the 2024-25 fiscal year, the City Council received requests from several community agencies for funding. The following amounts were approved in the adopted budget:

Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 5,000
United Way of Jasper County	\$ 15,000

The remainder of the Local Option Sales and Services Tax revenues would go to the City's General Fund. In order to satisfy the requirements of the City's auditors, these funds are to be specified for a particular use, not just remain as general revenues. To that end, the City's adopted 2024-25 budget splits these funds between salaries for the Police, Fire, and Parks departments.

The attached Resolution officially appropriates the Local Option Sales and Service Tax funding for the 2024-2025 fiscal year.

Recommendation:

Staff recommends approval of the attached Resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING ALLOCATION OF LOCAL OPTION SALES AND SERVICE TAXES FOR FISCAL YEAR 2024-25

WHEREAS, the voters of the City of Newton have instituted a one-cent Local Option Sales and Service Tax, with a requirement that at least 35% of the tax collections go directly toward property tax relief; and

WHEREAS, the City Council has budgeted for fiscal year 2024-25 certain allocations of anticipated Local Option Sales and Service Tax revenues; and

WHEREAS, the City Council determines the appropriations are legal and that a public purpose will reasonably be accomplished by the allocation of these funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Local Option Sales and Service Taxes be allocated as follows and paid in half-year installments during fiscal year 2024-25:

Entity	Allocation
City of Newton Employee Benefits Fund	35% of all Local Option Tax revenues
Heart of Iowa Regional Transit Agency	\$ 35,251
Newton YMCA	\$ 18,000
Retired Senior Volunteer Program	\$ 5,000
United Way of Jasper County	\$ 15,000
City of Newton General Fund towards Salaries of Police, Fire, and Parks employees	Remainder of all Local Option Sales and Service Tax revenues after above distributions

; and

BE IT FURTHER RESOLVED the above allocation shall remain in effect for City of Newton’s fiscal year 2024-25 unless subsequently modified by City Council.

PASSED this 3rd day of June, 2024

APPROVED this _____ day of June, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Authorizing Fund Transfers in FY 24/25

Summary:

This Action Approves Fund Transfers in FY 24/25

Financial Impact:

This resolution authorized transfers between City of Newton Funds as approved in the FY25 budget

Report Number: 2024-503**Date:**

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Iowa Code section 384.15 was amended in April of 2019 and requires all transfers between City funds to be approved by a Council resolution.

In order to meet the requirements of this amendment, the Council must approve a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred.

During the FY25 budget process and budget adoption, the following transfers were approved:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	General Fund	Reimburse General Fund for Services	86,560
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	431,111
Road Use Tax	General Fund	Reimburse General Fund for Engineering Services	10,017
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	40,337
Landfill	General Fund	Reimburse General Fund for Services	209,799
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	92,120
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts - Property Tax Relief	752,500
WPC Fund	Debt Service	Principal & Interest Payments	108,150
WPC Fund	General Fund	Reimburse General Fund for Services	204,791
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	126,576
N Central TIF	Debt Service	Principal & Interest Payments	888,366
1 st Ave E TIF	Debt Service	Principal & Interest Payments	10,110

1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	74,002
1 st Ave E TIF	Cap Improvements	Reimburse for Capital Improvements	154,137
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,383,599
Storm Water	General Fund	Reimburse General fund for Services	9,799
Water Fund	General Fund	Reimburse General fund for Services	144,791

Recommendation:

Staff recommends approving the budgeted transfers between funds for fiscal year 2024/25.



Matt Muckler, City Administrator

RESOLUTION NO. 2024- _____

RESOLUTION ATHORIZING FUND TRANSFERS IN FY 24/25

WHEREAS, Iowa Code section 384.15 was amended in April of 2019; and

WHEREAS, this amendment requires all cities in Iowa to approve by resolution all transfer amounts between funds; and

WHEREAS, this resolution must include a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred; and

WHEREAS, the budgeted FY24/25 not to exceed transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	Debt Service	Principal & Interest Payments	86,560
Fairmeadows N TIF	General Fund	Reimburse General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	431,111
Road Use Tax	General Fund	Reimburse General Fund for Engineering Services	10,017
Cardinal Ridge TIF	Housing Initiative	Reimburse Housing Initiative for Infrastructure	40,337
Landfill	General Fund	Reimburse General Fund for Services	209,799
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	92,120
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts - Property Tax Relief	752,500
WPC Fund	Debt Service	Principal & Interest Payments	108,150
WPC Fund	General Fund	Reimburse General Fund for Services	204,791
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	126,576
N Central TIF	Debt Service	Principal & Interest Payments	888,366
1 st Ave E TIF	Debt Service	Principal & Interest Payments	10,110
1 st Ave E TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
1 st Ave E TIF	General Fund	Reimburse General fund for Services	74,002
1 st Ave E TIF	Cap Improvements	Reimburse for Capital Improvements	154,137
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,383,599
Stormwater Fund	General Fund	Reimburse General Fund for Engineering Services	9,799
Water Fund	General Fund	Reimburse General fund for Services	144,791

NOW THEREFORE, BE IT RESOLVED that the budgeted fund transfers for FY24/25 be approved.

PASSED this 3rd day of June, 2024

APPROVED this _____ day of June, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate for the Ex Nihilo Property Located at 107 1st Ave W Within the North Central Urban Renewal Area

Report Number: 2024-494**Date:**

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$911.00 property tax rebate from the North Central Urban Renewal TIF Fund

Background:

The City of Newton entered into a development agreement in December of 2023 with Ex Nihilo on the property located at 107 1st Avenue West within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Ex Nihilo in Fiscal year 23/24.

Ex Nihilo has provided documentation that the 2nd half of property taxes in the amount of \$1,171 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 \$911.00.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$911.00 to Ex Nihilo for the 2nd half of the 23/24 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE EX NIHILO PROPERTY LOCATED AT 107 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 Ex Nihilo was entered into in December of 2023 on the property located at 107 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 \$1,171 and is eligible to receive a 100% TIF rebate of \$911.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Ex Nihilo a property tax rebate for the 2nd half of fiscal year 2023-2024 property taxes in the amount of \$911.00 is hereby approved.

PASSED this 3rd day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-05)

Summary:

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

Financial Impact:

Cost Recovery: \$2,126.53

Report Number: 2024-518

Date:

June 3, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 24-05)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-05: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 24-05: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 24-05: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 24-05: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-05: 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
2C Industries LLC	835405004	508 E 21st St S	Newton	\$76,940	\$ 60.00	\$75.00	\$135.00	AURORA HEIGHTS SD LOT 30 BLK D	4/29/2024
Michael Ault	835204007	200 E 20th St N	Newton	\$177,830	\$ 90.00	\$75.00	\$165.00	FAIRMEADOWS ADD PHASE 2 LOT 54	4/29/2024
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$ 1,086.25	\$75.00	\$1,161.25	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	4/12/2024
Patrick McDermott	835401007	506 E 19th St S	Newton	\$97,750	\$ 90.00	\$75.00	\$165.00	AURORA HEIGHTS SD LOT 20 BLK B	4/29/2024
Nationstar Mortgage LLC	833206003	1116 1st Ave W	Newton	\$87,080	\$ 90.00	\$75.00	\$165.00	EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE	4/29/2024
William Straight	827412011	731 N 9th Ave E	Newton	\$43,190	\$ 260.28	\$75.00	\$335.28	EDMUNDSON'S ADD LOTS M-N BLK 19	4/29/2024
Total:							\$2,126.53		

City of Newton Council Report

**Item:**

Resolution approving an engineering services agreement for the Aurora Park Tennis Courts Project

Summary:

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

Financial Impact:

\$55,030 to be paid 2024A Bond Funds.

Report Number: 2024-411**Date:**

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The existing six tennis courts at Aurora Park, used by both the Newton Community School District and the public, have begun to deteriorate. The existing surface was last replaced in 2015, and staff and Newton Schools have also seen a need to increase the number of courts from 6 to 8 to better handle tennis tournaments. Along with additional courts and new surfaces, the project will include fence, lighting, and ADA improvements.

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

- Data Collection
- Project Coordination
- Construction Drawings
- Coordination with a subconsultant providing electrical engineering

Design work will begin with coordinating the proposed improvements with the city and school staff.

Recommendation:

City staff recommends approval of the \$55,030 Engineering Services Agreement with Bolton & Menk for the Aurora Park Tennis Courts Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT FOR THE AURORA PARK TENNIS COURTS
PROJECT**

WHEREAS, the existing six tennis courts at Aurora Park, used by both the Newton Community School District and the public, have begun to deteriorate. The existing surface was last replaced in 2015, and staff and Newton Schools have also seen a need to increase the number of courts from 6 to 8 to better handle tennis tournaments; and

WHEREAS, prior to seeking bids and awarding a contract for construction, engineering plans need to be prepared; 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 and coordinate the project; and

WHEREAS, tasks included in this engineering services agreement include:

- Data Collection
- Project Coordination
- Construction Drawings
- Coordination with a subconsultant providing electrical engineering

; and

WHEREAS, should this resolution be approved, no design work will begin with coordinating the proposed improvements with City and School staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$55,030.00 Engineering Services Agreement with Bolton & Menk on the Aurora Park Tennis Courts Project is hereby approved, with the costs to be paid from 2024A Bond Funds.

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

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 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: 5/10/2024

Agreement Number:

0A1.133348

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.:

641-792-6622 ext. 2309

Fax No.:

Fee Arrangement

Hourly, Not-to-Exceed

Design: \$55,030

as per the 2024 Bolton & Menk rate schedule

Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the Aurora Park Tennis Courts Improvements.

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 19, 2024, and approved by the Newton City Council on April 9, 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.

Accepted by: City of Newton, Iowa

Matthew Ferrier, PE, Principal Engineer

Evelyn George, Mayor

Date

Date



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
AURORA PARK TENNIS COURTS
CITY OF NEWTON, IOWA
MAY 10, 2024

The following scope of services include the site coordination, design, and site construction services for the Aurora Park Tennis Courts Design in Newton, Iowa as identified on project extents identified below.

TASK 1: DESIGN PHASE SERVICES

For purposes of this specific project, services to be provided by CONSULTANT are as follows:

Subtask A – Data Collection

1. Topographic Survey

CLIENT will provide all topographic, boundary, and existing utility survey of the site in CAD and PDF format. **CONSULTANT** will coordinate file data transfer and survey coding for use as base files for **CONSULTANT** final design.

Subtask B – Project Coordination

1. Project Management

The project manager for the **CONSULTANT** shall be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task shall also include scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

2. Project Review Meetings

The **CONSULTANT** shall meet with the **CLIENT** or its designated representative to review progress and to discuss specific elements of the project design. The meetings shall also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **CONSULTANT** shall document and distribute minutes for all meetings.

The following meetings are included with the scope of work:

- a. Project Kickoff Meeting
- b. Preliminary Design
- c. 60% Design Progress Meeting
- d. 90% Design Progress Meeting

Subtask C – Construction Drawings

CONSULTANT will complete all aspects of design needed for construction. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the **CLIENT** for review and approval. The anticipated plan elements include:

- a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, and project number.

- b. **Typical Details and Sections (B Sheets).** The typical Sections will include but not be limited to proposed grading, drainage and paving improvements. The Typical Details will include but not be limited to asphalt court surface and adjacent PCC surface improvements.
- c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding the project.

Plan and Profiles (D Sheets). This task consists of the development of plan sheets that will show the existing topography along with the proposed improvements. Included will be the necessary CAD work to show the design features for the proposed improvements.

- d. **Plan Layout(D Sheets).**
 - e. **Existing Conditions & Removal Plan (F Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement, trees, and other existing park amenities required to be removed or relocated. Plans do not include removal of existing architectural structures or buildings.
 - f. **Underground Utilities (M Sheets).** Plans include storm sewer connections for underdrains and area drains as required.
 - g. **Lighting Plan (P Sheets)** Plans include lighting layout and circuitry for tennis courts to be considered as an add alternative lump sum bid item.
 - h. **Erosion Control Plan (R Sheets).** This task will include erosion control plan sheet and best management practices to prevent sediment from leaving the site and restoration means and areas.
- 2. **Project Manual:** **CONSULTANT** will prepare a project manual for the project in accordance with Iowa SUDAS and City of Newton standards. Project Manual will be provided at the 90% design phase.
 - 3. **Engineer's Estimate:** **CONSULTANT** will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provide at the 60% and 90% Design phases.
 - 4. **CLIENT Review:** Plans will be reviewed with **CLIENT** at the 60%, and 90% complete stages. The project manual will be reviewed with **CLIENT** at the 90% complete stage. If required, changes will be made to the contract documents based on **CLIENT**'s review and comments. The final contract documents will be presented to **CLIENT** for approval.
 - 5. **CONSUTLANT** will provide the following bidding assistance:

- a. Assist **CLIENT** in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication
- b. Post advertisement for bids on **CONSULTANT's** website.
- c. Upon request by prospective bidders, subcontractors or suppliers, **CONSULTANT** will distribute copies of the contract/bidding documents – hard copy or electronic documents, or both. A nominal refundable fee may be charged for bidding documents.
- d. Maintain and update plan holders list throughout bidding period.
- e. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- f. Assist **CLIENT** with the public opening and reading of the bids.
- g. Review bids and prepare bid tabulation and abstract of all bid items.
- h. Conduct pre-award review of the low bidder and significant subcontractors and perform other research to investigation capabilities and qualifications of the low bidder.
- i. Assist **CLIENT** in preparing recommendation for CLIENT Council regarding the award of the bid. **CONSULTANT** will attend **CLIENT** Council meeting to answer any questions regarding the recommendation.

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Task 1 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

SCOPE OF SERVICES FEE PROPOSAL

Task 1 – Design Phase Services	\$34,030
Subconsultant – KCL Electrical Engineering	\$21,000
Total – Bolton & Menk Estimated Fee	\$55,030

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 accepting completion of the City of Newton Roof Replacement Project 2023-01 - Parks

Summary:

Accept completion of a contract for roofing repairs throughout the Parks system.

Financial Impact:

Council previously approved a contract for \$83,905.00 on October 16th, 2023; and this action would accept the project and authorize payment of the retainage amount of \$4,195.25.

Report Number: 2023-1486

Date:

June 3, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

On March 5, 2022, a hailstorm caused roof damage to numerous city buildings throughout the park system. Following that storm, City Council awarded a contract for \$83,905.00 to McCoy Roofing of Newton, Iowa on October 16, 2023 for roof repairs.

The Community Development Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed is \$83,905.00.

Recommendation:

City staff recommends accepting the completion of the City of Newton 2023 Roofing Repair Project and authorizing the retainage of \$4,195.25 to be paid to the contractor no sooner than 30 days after the approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION ACCEPTING COMPLETION OF THE CITY OF
NEWTON ROOF REPLACEMENT PROJECT 2023-01 - PARKS

WHEREAS, the May 7, 2023 hail storm caused significant damage across Newton, including 24 structures in eight different City parks and cemetery locations; and

WHEREAS, by Resolution 2023-285, McCoy Roofing of Newton, Iowa was selected to complete the repair work with a contract amount of \$83,905.00; and

WHEREAS, the roof replacement project 2023-01- Parks has been completed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Community Development Director to execute payment of the retainer in the amount of \$4,195.25 to McCoy Roofing of Newton, Iowa no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of June, 2024

APPROVED this _____ day of June, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving change order #1 for the W 6th St S Widening and Overlay Project

Summary:

Approving change order #1 to Manatt's Inc. for the W 6th St S Widening and Overlay Project

Financial Impact:

Council previously approved a contract for \$217,409.26 on March 12, 2024; this action would approve a change order for an additional \$44,444.35 to be paid from 2023 bond funds.

Report Number: 2024-502**Date:**

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On March 12, 2024, Manatt's Inc. was awarded the widening and overlay of W 6th St S between S 8th Ave W and S 11th Ave W. The project included new curb and gutters on W 6th St S between S 9th Ave W and S 11th Ave W and an overlay between S 8th Ave W and S 11th Ave W. No work was planned for the intersection of W 6th St S and S 11th Ave W, although it is also in poor condition. Based on the original contract being \$78,980.74 less than the engineer's estimate, staff proposed adding the reconstruction of the W 6th St S and S 11th Ave W intersection to the project. After reviewing the proposed changes, Manatt's Inc. has proposed a net increase to the project of \$44,444.35. To accommodate the additional work, Manatt's Inc. has also requested extending the contracted completion date of July 31, 2024, to August 14, 2024. The additional costs will be paid from 2023 Bond Funds.

Recommendation:

City staff recommends approving change order #1 from Manatt's, Inc. in the amount of \$44,444.35

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING CHANGE ORDER #1 FOR THE W
6TH ST S WIDENING AND OVERLAY PROJECT**

WHEREAS, on March 12, 2024, Manatt's Inc. was awarded the widening and overlay of W 6th St S between S 8th Ave W and S 11th Ave W. The project included new curb and gutters on W 6th St S between S 9th Ave W and S 11th Ave W and an overlay between S 8th Ave W and S 11th Ave W. No work was planned for the intersection of W 6th St S and S 11th Ave W, although it is also in poor condition; and

WHEREAS, based on the original contract being \$78,980.74 less than the engineer's estimate, staff proposed adding the reconstruction of the W 6th St S and S 11th Ave W intersection to the project. After reviewing the proposed changes, Manatt's Inc. has proposed a net increase to the project of \$44,444.35; and

WHEREAS, to accommodate the additional work, Manatt's Inc. has also requested extending the contracted completion date of July 31, 2024, to August 14, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that change order #1 to Manatt's Inc. in the amount of Forty-Four Thousand, Four Hundred and Forty-Four dollars and Thirty-Five Cents (\$44,444.35), for the W 6th St S Widening and Overlay Project, is hereby approved and will be funded from 2023 Bond funds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #1 executed by Manatt's Inc of Brooklyn, IA for the W 6th St S Widening and Overlay Project, be signed by the Mayor on behalf of the City.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Public Works
303 W 4th St N, Suite 501
Newton, IA 50208

CHANGE ORDER NO. 1

Owner: City of Newton Project Title: W 6th St S Widening and Overlay

Contractor: Manatts Inc.

Contract Date: 3-12-24 Date Prepared: 5-21-24 Prepared By: BLS Checked By: _____

In accordance with the General Regulations for the referenced Contract, you are directed to make the following changes in the work:

After the awarded of the contract, it was decided to add the reconstruction of the intersection of S 11th Ave W at the south end of the project. The following are the price for the additional

Nature of Change (Reasons, Item, Units)	Price Change (Add/Deduct)	Time Change (ADD)
ADD, Excavation Class 10, 50CY @ \$23.10 per CY	\$ 1,155.00	No Additional Time
ADD, Below Grade Excavation (core out) 100 SY @ \$14.85 per SY	\$ 1,485.00	No Additional Time
ADD, Subbase 6" 295 SY @ \$14.18 per SY	\$ 4,183.10	No Additional Time
ADD, Valve box Adjustment, Minor 3 @ \$1050 per EA	\$ 3,150.00	No Additional Time
ADD, Manhole Adjustmetn, Minor 1 @ 1050 per EA	\$ 1,050.00	No Additional Time
ADD, Pavement PCC 7" 295 SY @ \$89.65 per SY	\$ 26,446.75	14 days
ADD, Curb and Gutter 2.5' Curb 6" (Replaces 8" Curb)	\$ 52,560.00	No Additional Time
REMOVE, Curb and Gutter 2.5' Curb 8"	\$ (52,800.00)	No Additional Time
ADD, Pavement Removals, 295SY @ \$23.10 per SY	\$ 6,814.50	No Additional Time
Temporary Traffic Control, Lump Sum @ \$400.00	\$ 400.00	No Additional Time

These Changes Result in the following adjustments of Contract Price & Contract Time

Contract Price Prior to this Change Order	\$ 217,409.26
Net Increase Resulting From this Change Order	\$ 44,444.35
Current Contract Price Including this Change Order	\$ 261,853.61
Contract Time Prior To this Change Order (Completion Date)	July 31 2024
Net Increase Resulting From this Change Order(Completion Date)	14 days
Current Contract Time Including This Change Order(New completion Date)	August 14 2024

The above changes are approved:

City of Newton, IA

Date: _____

By: _____

The above changes are accepted:

Contractor: Manatts Inc

Date: _____

By: _____

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-02

Summary:

An agreement with Windstream Iowa Communications, LLC to utilize public right-of-way for installing a fiber optic communications network.

Financial Impact:

\$106.80 fee to be paid to the City by Windstream Iowa Communications, LLC.

Report Number: 2024-503

Date:

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Windstream Iowa Communications, LLC of Little Rock, Arkansas, is proposing an extension of its fiber optic network in Newton. This extension covers a large area in SE Newton and is shown on the route attachment.

The proposed underground portion of the route includes 1,780 linear feet of improvements in the City of Newton right-of-way. Based on the rates the City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$106.80.

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH WINDSTREAM IOWA COMMUNICATIONS, LLC – 2024-2**

WHEREAS, Windstream Iowa Communications, LLC of Little Rock, Arkansas, is proposing an extension of its fiber optic network in Newton; and

WHEREAS, this extension covers a large area in SE Newton and is shown on the route attachment; and

WHEREAS, the proposed underground portion of the route includes 1,780 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$106.80.

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

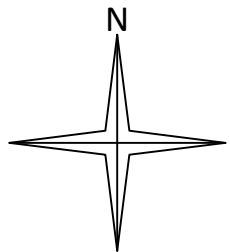
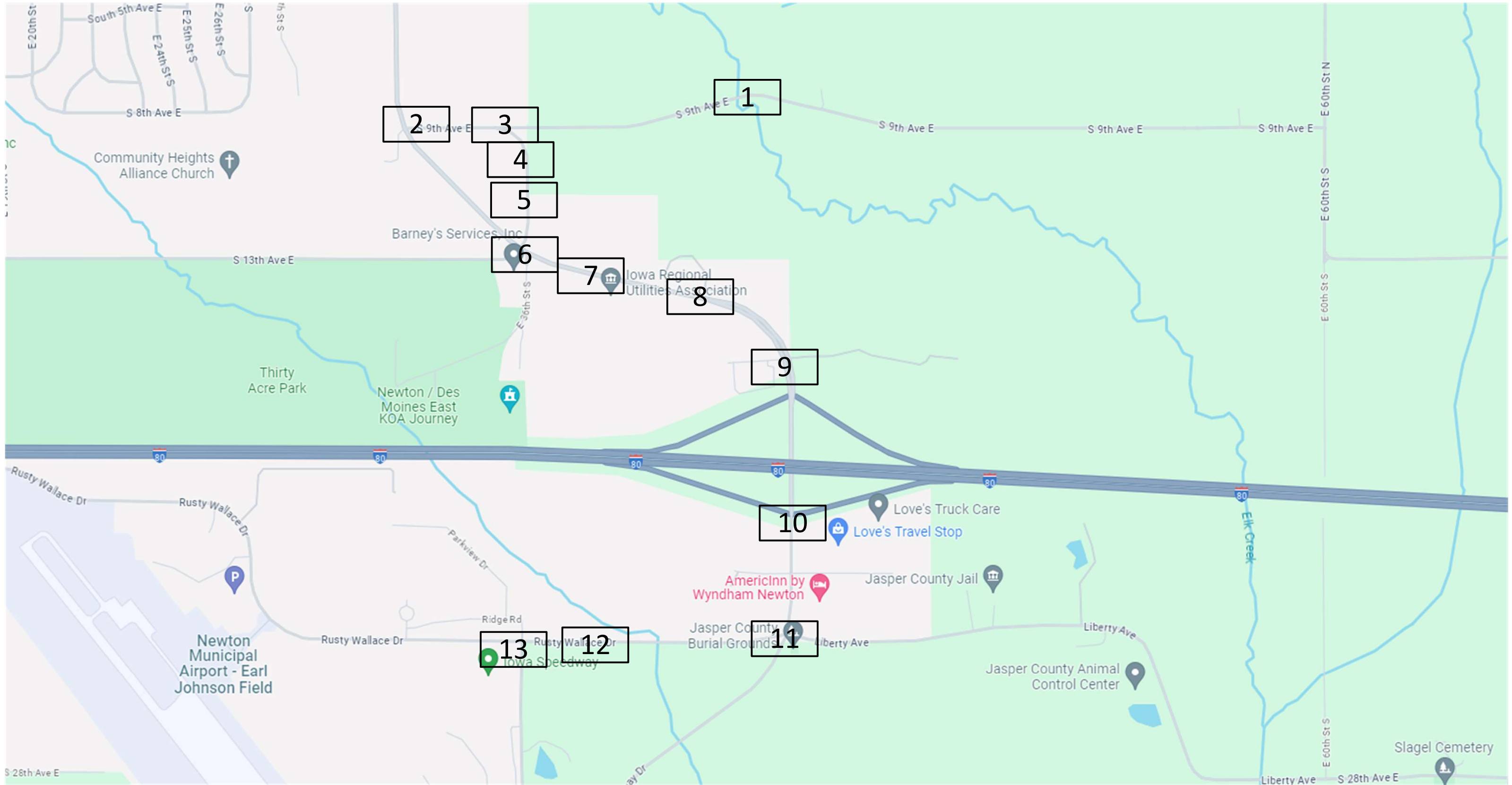
PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



PURPOSE:

OSP Planning proposes placing approx. 4,300' of buried fiber. Included in project will be placing a new FDP and fiber out of NT4K remote to existing 48 fiber cable and splicing fibers FP0018:1-2 from existing CWDM east to fiber splice at 20300/2 41.692334 - 93.014203 and beginning of new fiber placement from 20300/2 to 4A308/1 splicing FP0018:1-2 to XD fibers in existing 48 strand cable to new fiber entrance at customer location. Serving 10G circuit WS/KGUS/928681/ /WXN /



windstream

ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989			
48 HOURS PRIOR TO CONSTRUCTION			
EXCH NAME:		NEWTON	
DATE:		5/1/2024	
WO #:		713442118	
EPM:		CWIF362441	
TITLE:			
FB NWTNIA FB NWTNIA ATT 10G 3333 RUSTY WALLACE			
DRWN:		HALEY SANDBERG 515-401-2668	
PRINT:		MAP	

City of Newton Council Report

**Item:**

Resolution approving a Project Services Agreement for the Public Works Community Development Wash Bay Project

Summary:

Approve agreement with Farnsworth Group, Inc. for project design on the project

Financial Impact:

\$49,500 to be paid from road use tax funds.

Report Number: 2024-504**Date:**

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The current wash bay is constructed within an existing pole building with metal sheeting placed on the walls and ceiling. The constant use of water during washing operations and road salt from snow removal operations is deteriorating the building to the point it is rotting the structure. Additionally, the extra use with moving Parks operations to this location has expedited the rot and corrosion, and the size of the current wash bay does not fit all of the larger equipment.

This resolution seeks approval on a Project Services Agreement (PSA) from Farnsworth Group, Inc. to design and coordinate the project. Tasks included in this PSA include:

- Architecture design
- Structural design
- Plumbing, Mechanical, & Electrical Design
- Bidding phase assistance

No design work will begin before coordinating the proposed improvements with Public Works and Community Services staff.

Recommendation:

City staff recommends approval of the \$49,500 Project Services Agreement with Farnsworth Group, Inc. for the Public Works Community Development Wash Bay Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A PROJECT SERVICES
AGREEMENT FOR THE PUBLIC WORKS COMMUNITY
DEVELOPMENT WASH BAY PROJECT

WHEREAS, the current wash bay is constructed within an existing pole building with metal sheeting placed on the walls and ceiling. The constant use of water during washing operations and road salt from snow removal operations is deteriorating the building to the point it is rotting the structure; and

WHEREAS, the extra use with moving Parks operations to this location has expedited the rot and corrosion, and the size of the current wash bay does not fit all of the larger equipment; and

WHEREAS, prior to seeking bids and awarding a contract for construction, project plans need to be prepared; and

WHEREAS, Staff sought a proposal from the Farnsworth Group, Inc., to complete these tasks; and

WHEREAS, this resolution seeks approval on a Project Services Agreement (PSA) from Farnsworth Group, Inc., needed to design and coordinate the project; and

WHEREAS, tasks included in this engineering services agreement include:

- Architecture design
- Structural design
- Plumbing, Mechanical, & Electrical Design
- Bidding phase assistance

; and

WHEREAS, should this resolution be approved, no design work will begin before coordinating the proposed improvements with Public Works and Community Services staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$49,500 Project Services Agreement with Farnsworth Group, Inc. on the Public Works Community Development Wash Bay Project is hereby approved, with the costs to be paid from road use tax funds.

BE IT FURTHER RESOLVED, that said Project Services Agreement be signed by the Mayor on behalf of the City.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



PROJECT SERVICES AGREEMENT

Public Works - Wash Bay

City of Newton

May 16, 2024

May 16, 2024

Joe Grife, Public Works Director

RE: Project Services Agreement for Public Works - Wash Bay

Dear Joe:

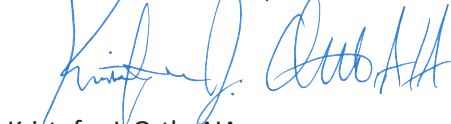
Thank you for the opportunity to submit this proposal for the new Wash Bay for the City of Newton's Public Works department. We have been partnering with Bolton & Menk on several recent projects, and we look forward to continuing our relationship with them and working with the City of Newton on this project. Most of our work is repeat work with clients who have been extremely satisfied with our performance on their behalf. Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to City of Newton ("Client") to provide architectural and engineering design services for the **Public Works - Wash Bay** located in Newton, Iowa. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

Provide architectural, structural, mechanical, electrical, and plumbing design and construction administration services for new 40' x 60' pre-engineered wash bay building.

Please let me know if there are any questions regarding the scope as we've outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.



Kristofer J. Orth, AIA
Architecture Principal

PROJECT OVERVIEW /

Our understanding of the project is based on the following documents and communications:

- A. Introductory meeting with Joe Grife on April 19, 2024, to discuss the scope of work and proposal process.
 - 1. New Wash Bay building (40' x 60') to be located at Public Works Operations Center, 1700 N 4th Ave W. Discussed locating new wash bay south of main building and east of arched fabric covered structure.
 - a. A pre-engineered metal building system with 18' high side walls will likely be utilized.

SCOPE OF PROFESSIONAL SERVICES / SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included architectural, structural, mechanical, electrical, and plumbing design services, as well as necessary interface with the Client, review agencies, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- A. Architecture:
 - 1. Review building code and generate a Life Safety Code Analysis document. Preliminary review meeting with Building Official.
 - 2. Generate schematic design drawings and (2) review meetings with the client.
 - 3. Generate design development documents and (2) review meetings with the client.
 - 4. Generate Architectural Building Permit/Bid Drawings and Specifications and (3) review meetings with the client.
 - 5. Presentation to City Council at regular meeting prior to bidding, if required.
 - 6. Provide Bid Phase assistance: Generate Addenda, Respond to Contractor questions, attend public bid opening.
- B. Structural:
 - 1. Provide input on Geotechnical Investigation and review and incorporate findings into foundation design.
 - 2. Generate conceptual design drawings and detailed design drawings for Permit/Bid.
 - 3. Provide conceptual detailing and delegated design requirements for pre-engineered metal building.
- C. Plumbing:
 - 1. Generate conceptual design drawings and detailed design drawings for Permit/Bid.
 - 2. Size and layout plumbing equipment and piping.
 - 3. Complete calculations for sand/oil interceptor. Size and specify unit.
 - 4. Coordinate requirements for owner furnished power washer.
 - 5. Produce installation details and equipment schedules.

D. Mechanical:

1. Complete Ventilation Calculations in accordance with the locally adopted codes and standards. Size and specify ventilation equipment.
2. Complete heating load calculations. Size and specify heating equipment.
3. Produce installation details, equipment schedules, and coordinate integration with plumbing and electrical systems.
4. Generate conceptual design drawings and detailed design drawings for Permit/Bid.

E. Electrical:

1. Lighting design for interior and exterior including luminaire selection and schedule.
2. Distribution system engineering, one-line diagram, feeder sizing, panel sizing and schedules, and branch circuit design.
3. If extending capacity from existing is not feasible, then coordinate power provisions with local utility company.
4. Produce installation details, equipment schedules, and coordinate integration with plumbing and mechanical systems.
5. Generate conceptual design drawings and detailed design drawings for Permit/Bid.

F. Construction Administration:

1. A separate agreement will be negotiated following receipt of bids to cover construction administration phase services.

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

A. Architecture:

1. 100% Schematic Design drawings: Floor Plan, Exterior Elevations, 3D Views.
2. 100% Design Development drawings: Plans, sections, elevation, typical construction details.
3. Permit/Bid drawings: Life Safety Code Sheet, Floor Plan, Roof Plan, Exterior Elevations, Building Section(s), Wall Sections, Details, Door & Room Finish Schedules, Door & Window Details, and Reflected Ceiling Plan.
4. Procurement, General Requirements, and detailed Architectural Specifications for Permit/Bid.

B. Structural:

1. 100% Design Development drawings: preliminary foundation plan and typical details.
2. Permit/Bid drawings: General Notes, Foundation Plan, Foundation and Precast Panel Details.
3. Detailed Structural Specifications for Permit/Bid.
4. Structural Calculations for Permit.

C. Plumbing:

1. 100% Design Development drawings: preliminary plans, schedules, and typical details.
2. Permit/Bid drawings: Underground and above ground plumbing plans, details, diagrams, and schedule.

3. Detailed Plumbing Specifications for Permit/Bid.
- D. Mechanical:
 1. 100% Design Development drawings: preliminary plans, schedules, and typical details.
 2. Permit/Bid drawings: Heating and Ventilating Systems plans, details, and schedule drawings.
 3. Detailed Mechanical Specifications for Permit/Bid.
- E. Electrical:
 1. 100% Design Development drawings: preliminary plans, schedules, and typical details.
 2. Permit/Bid drawings: Lighting and Power plans, details, and schedule drawings.
 3. Detailed Electrical Specifications for Permit/Bid.

BIM STRATEGY

The design team will produce a coordinated design package to capture the listed scope of work. The extent to which AutoCAD or 3D BIM software will be used is described in the BIM strategy as follows:

- A. Level of Development (LOD) Specification
 1. Revit models will be developed to AIA Document G202-2013 document **LOD 300** Standards:
 - a. Equipment Revit Family based on basis of design vendor information.
- B. Exclusions to BIM Scope of Work:
 1. Architectural/Interior Design:
 - a. Duct and pipe wall/floor penetrations will not be modeled
 2. Structural:
 - a. Door and window openings are not modeled.
 - b. Installing contractor will be required to create their own fabrication/shop drawings.
 3. Plumbing:
 - a. Conduits or Piping that is 1" size or less are not modeled.
 - b. Installing contractor will be required to create their own fabrication/shop drawings.
- C. BIM Software
 1. Revit 2024.
- D. BIM Deliverables
 1. None.
- E. Model management/sharing
 1. Project Design Team will use the standard Farnsworth Group network project directory for file sharing or Project Design Team to utilize BIM360/One-Drive for BIM Model sharing.
- F. Farnsworth Group BIM Standards to be used.
- G. Precision and Dimensioning
 1. Model accuracy minimum of 1/16"
 2. Dimensions rounded to 1/8"

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: Kristofer J. Orth, AIA

DESIGN TEAM

The Design Team selected for this project includes the following members:

Architecture Principal:	Kristofer J. Orth, AIA	Farnsworth Group, Inc.
Architect:	Nathan Doggett, AIA	Farnsworth Group, Inc.
Structural Engineer:	Adrienne Coussens, PE	Farnsworth Group, Inc.
Mechanical/Plumbing Engineer:	Wade Ross, PE	Farnsworth Group, Inc.
Electrical Engineer:	Steve Wagner, PE	Farnsworth Group, Inc.
Owner's Civil Consultant:	Matt Ferrier, PE	Bolton & Menk

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Time & Materials (T&M) Not to Exceed (NTE) fee, based on an hourly basis per the attached Schedule of Charges, of **\$49,500 (Forty-nine thousand five hundred dollars)**, plus normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

Based on the current understanding of the project scope and budget, the proposed fee is based on a construction budget of **\$660,000** and a percentage fee of **7.5%**. While our fees shall not be reduced should the overall construction cost reduce, in the event of a 5% or more increase in the construction costs at any phase of the project, Farnsworth Group is due the adjusted increase fee. Additional details regarding payment terms and related policies are included in the attached General Conditions

PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

- Project Award June 21, 2024
- Schematic Design Review July 12, 2024
- Design Development Design Review August 2, 2024
- 50% Permit/Bid Document Review August 23, 2024
- Issued for Permit/Bid September 17, 2024
- Bid Date October 10, 2024
- Construction Procurement Start November 11, 2024
- Construction Start (On-site) March 17, 2025
- Substantial Completion October 17, 2025
- Final Completion November 11, 2025

The project schedule proposed above may be adjusted upon written agreement between both parties.

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

A. General

1. The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.
2. Design revisions required as a result of code changes adopted after delivery of 100% construction documents are not included.
3. The following codes and standards apply to this project:
 - a. International Fire Code 2015
 - b. International Building Code 2015
 - c. International Mechanical Code 2015
 - d. International Energy Conservation Code 2015
 - e. National Electric Code 2020
 - f. Uniform Plumbing Code 2015
4. Taxes or government fees are not included in the fee but are payable as provided in the General Conditions.
5. This work is expected to commence in June 2024. Significant delays in start date may require reassessing necessary services, schedule, and fees.
6. Energy modeling beyond ComCheck is not included.
7. Life cycle cost analysis on equipment not included.
8. Record as-built drawings are not included; nor are Record As-Built drawing revisions and reformatting based on contractor provided as-built markups.
9. Detailed construction schedule is not included in the scope.
10. Readily available access to the project site will be provided.
11. Value engineering exercises are not included.
12. Opinion of Probable Cost or detailed cost estimates are not included in the scope.
13. Design services during startup, commissioning, response to 3rd Party Commissioning or performance validation activities are not included.
14. Consulting or completion of energy and utility rebate forms is not included, including LEED.
15. Multiple design alternatives finalized after Design Development phase are not included.
16. Revisions caused by Client, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.

B. Architecture

1. Client provided consultants, such as legal services and associated surveying, civil engineering, geotechnical engineering, traffic engineering, environmental analysis are excluded. We have included coordination with these consultants.
2. Fees for permits or agency reviews will be processed as a reimbursable expense.
3. Topography and boundary survey in electronic AutoCAD format shall be provided by Client.
4. Existing site and utility information shall be provided by Client.

C. Structural

1. New installations will be located at an exterior, at-grade location on the project site. We assume no building structure modifications related to the new work installations.
2. We assume all foundations may be shallow, spread-type foundations. Farnsworth Group will confirm this assumption with the geotechnical report.
3. Design of typical gravity supports and lateral restraint/bracing along the path of utility routing is assumed to be provided by the Contractor as a delegated design item and is excluded from our scope of work.
4. Seismic restraints design is not required based on the seismic zone.
5. Raised platforms, access stairs/ladders, or catwalks are excluded.
6. We assume that a site-specific geotechnical report will be provided to the design team prior to the start of the project. We assume the Client will engage a geotechnical engineer, as needed, to conduct site geotechnical investigations.

D. Fire Protection

1. Fire sprinkler system design is not included.

E. Plumbing

1. Design includes piping in the building and 5 feet outside the building.
2. Design or layout of site utilities, including gas, storm, water and sewer are not included.

F. Mechanical

1. Geothermal design or consulting is not included.

G. Electrical

1. Modeling to determine breaker trip settings and arc flash analysis is not included but available upon request as a separate proposal.
2. Assumed the customer has up-to-date panel schedules and record drawings.
3. Fire alarm system design excluded, unless required by code.
4. No access control system design included.

5. Assumed there is adequate power distribution panel capacity to accommodate the new work. No new power distribution upgrades are included.
6. Assume metering of the existing service and panels will be done by Client if required.
7. Assume client will assign circuits based on load requirements from engineer. Engineer will then update one-line and panel schedules for client use.
8. Assume all meetings will be attended remotely via conference call.
9. Networking design of voice or data systems is not included.
10. Design of audio/video systems and signaling or master clock systems not included.
11. Design of nurse call is not included.
12. Renewable energy design or consulting is not included.

H. Survey / Civil / Landscape Architecture

1. Survey, Civil Engineering, and Landscape Architecture work are not included. Coordination with the owner's consultant is included.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost Opinion Services.
- Value Engineering exercises.
- Attendance at additional meetings or site visits requested by the CLIENT.
- Architectural Renderings or special presentation graphics beyond what is included in the scope above.

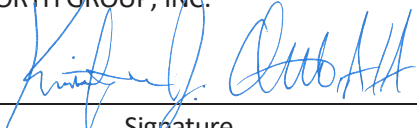
CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth to complete the scope of services outlined above.

- Native CAD files are required for site layouts and backgrounds.
- Site-specific soils/geotechnical report, including foundation design parameters and recommendations.
- Provide any available AutoCAD drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

[Signatures on Following Page]

FARNSWORTH GROUP, INC.


Signature

Kristofer J. Orth, AIA
Typed Name

Architecture Principal
Title

May 16, 2024
Date

CITY OF NEWTON

Signature

Typed Name

Title

Date



Schedule of Charges – January 1, 2024

Engineering / Surveying / Commissioning Professional Staff	Per Hour
Administrative Support / Project Controls	\$ 100.00
Environmental Scientist I	\$ 110.00
Environmental Scientist II	\$ 120.00
Engineering Associate I / Cx Specialist I / Process Associate I / Env. Scientist III	\$ 145.00
Engineering Associate II / Cx Specialist II / Process Associate II / Env. Scientist IV	\$ 155.00
Engineer / Land Surveyor / Sr. Cx Specialist / Sr. Env. Scientist	\$ 165.00
Sr. Engineer / Sr. Land Surveyor / Cx Project Manager / Sr. Env. Scientist III.....	\$ 175.00
Project Engineer / Project Land Surveyor / Sr. Cx Project Manager / Process Engineer/ Env. Manager I	\$ 185.00
Sr. Process Engineer.....	\$ 195.00
Sr. Project Engineer / Sr. Project Land Surveyor / Cx Manager / Process Project Engineer/ Env. Manager II	\$ 205.00
Sr. Process Project Engineer	\$ 220.00
Engineering Manager / Land Surveying Manager / Sr. Cx Manager / Process Engineering Manager.....	\$ 230.00
Sr. (Process) Engineering Manager / Sr. Land Surveying Manager / Sr. Cx Director	\$ 250.00
Principal / Vice President.....	\$ 265.00
Process Director of Engineering	\$ 290.00
Process Principal / Process Vice President	\$ 320.00
Technical Staff	Per Hour
Technician I / Env. Specialist I	\$ 102.00
Technician II / Env. Specialist II	\$ 125.00
Sr. Technician / Cx Technician / Env. Specialist III	\$ 135.00
Chief Technician / Env. Specialist IV	\$ 155.00
Designer / Computer Specialist / Lead Technician / Process Designer I	\$ 165.00
Sr. Designer / Process Designer II	\$ 170.00
Project Designer / Project Technician / Process Designer III.....	\$ 185.00
Sr. Project Designer / Systems Integration Manager / Sr. Process Designer I / Sr. Project Technician	\$ 205.00
Design Manager / Grants Manager / Program Manager	\$ 210.00
Technical Manager / Program Director.....	\$ 220.00
Sr. Process Designer II	\$ 230.00
Sr. Process Designer III / Process Design Manager	\$ 235.00
Sr. Technical Manager/ Sr. Program Director.....	\$ 245.00
Sr. Process Design Manager	\$ 255.00
Architecture / Landscape Architecture / Interior Design Professional Staff	Per Hour
Architectural Associate I / Landscape Associate I / Interiors Associate I	\$ 130.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer	\$ 140.00
Architect / Architectural Associate III / Landscape Associate III / Interior Associate III	\$ 155.00
Project Coordinator / Urban Planner I / Sr. Interior Designer	\$ 155.00
Sr. Architect / Sr. Project Coordinator/ Urban Planner II / Interior Design Manager	\$ 165.00
Project Architect / Project Manager	\$ 180.00
Sr. Project Architect / Sr. Project Manager / Sr. Urban Planner.....	\$ 195.00
Architectural Manager / Sr. Urban Planner Manager.....	\$ 210.00
Sr. Architectural Manager / Sr. Urban and Community Planner	\$ 225.00
Architecture Principal / Vice President.....	\$ 265.00



Schedule of Charges – January 1, 2024

Units

Expert Testimony.....	2.0x bill rate
Software/CAD/Revit Station.....	\$15.00 / hr.
ATV & Trailer	\$17.50 / hr.
Field Vehicle	\$27.00 / hr.
Automobile mileage	IRS Rate
Handheld GPS.....	\$15.00 / hr.
GPS Unit (each).....	\$25.00 / hr.
Environmental GPS Data Collector.....	\$80.00 / day
Utility Locator / Robotic Total Station.....	\$29.00 / hr.
Stationary Scanner (low res) High-Def Scanner / UAV	\$315 / day \$525 / day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2025 UNLESS OTHERWISE NOTIFIED

ENGINEER | ARCHITECTS | SURVEYORS | PLANNERS



GENERAL CONDITIONS

Date: May 16, 2024
Client: City of Newton
Project: Public Works - Wash Bay

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current

Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and / or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:
City of Newton
Attn: Joe Grife, Public Works Director
303 W 4th St N, Suite 501
Newton, IA 50208
E-mail: JoeG@newtongov.org

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Kristofer J. Orth, AIA
14225 University Ave, Suite 110
Waukee, IA 50263
E-mail: korth@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and / or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and / or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a

contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and / or any subconsultant's right to enter property owned by Client and / or others in order for Farnsworth Group and / or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and / or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and / or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files

may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and / or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and / or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and / or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and / or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and / or any subconsultant to take immediate measures to protect human health and safety, and / or the environment. Farnsworth Group and / or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and / or any subconsultant to take any and all measures that in Farnsworth Group's and / or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and / or any subconsultant's personnel and the public, and / or the environment, and Client agrees to compensate Farnsworth Group and / or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and / or any subconsultant for any time spent and expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and / or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and / or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and / or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be

interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and / or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and / or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and / or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and / or any subconsultant shall review shop drawings and / or submittals solely for their general conformance with Farnsworth Group's and / or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and / or any subconsultant shall not be responsible for any aspects of a shop drawing and / or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and / or submittals and approve them in these respects before submitting them to Farnsworth Group and / or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and / or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and / or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and / or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and / or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence,

strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and / or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF

AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and / or any subconsultant to subpoenas issued by any party other than Farnsworth Group and / or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

City of Newton Council Report

**Item:**

Resolution approving an emergency storm culvert purchase for the Newton Sanitary Landfill

Summary:

Approve the purchase of a 72-inch diameter corrugated metal pipe with apron for the Newton Sanitary Landfill.

Financial Impact:

\$11,088.12 from the Newton Sanitary Landfill Enterprise Fund

Report Number: 2024-506

Date:

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The Newton Sanitary Landfill is currently filling four active cells, Areas B, C, and D1-D2. The main haul road to the active cells crosses a stream that carries the watershed through the landfill north to south and ultimately discharges into the South Skunk River.

Recent heavy rains in the area created high water runoff, which washed out the existing culvert and a portion of the haul road. This pipe has been in place for many years, and its actual installation date is unknown. Also, while assessing the damage, the existing culvert was found to be partially collapsed. The culvert must be replaced, and the haul road must be rebuilt, as there are no alternative accesses to the active cells.

Staff reviewed the stormwater drainage area and determined the size and length of pipe needed. Once purchased, the city staff will install the pipe. Staff obtained a quote from Contech Engineering Solutions of Ankeny, IA, for \$11,088.12.

The pipe will be fabricated and delivered in two to three weeks; the quoted price includes all delivery charges. The project will be paid for using Newton Sanitary Landfill Enterprise Funds.

Recommendation:

Approve the purchase of a corrugated metal pipe and flared end section from Contech Engineering Solutions of Ankeny, Iowa, for \$11,088.12.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING AN EMERGENCY STORM CULVERT PURCHASE FOR THE NEWTON SANITARY LANDFILL

WHEREAS, the Newton Sanitary Landfill is currently filling four active cells, Areas B, C, and D1-D2. The main haul road to the active cells crosses a stream that carries the watershed through the landfill north to south and ultimately discharges to the South Skunk River; and

WHEREAS, recent heavy rains in the area created high water runoff, which washed out the existing culvert and a portion of the haul road; and

WHEREAS, the culvert must be replaced, and the haul road must be rebuilt, as there are no alternative accesses to the active cells; and

WHEREAS, staff reviewed the stormwater drainage and determined a 72-inch corrugated metal pipe with a length of 70 feet is needed for the project; and

WHEREAS, based on the quote received, staff recommends approving the purchase of \$11,088.12 from Contech Engineering Solutions of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the purchase from Contech Engineering Solutions of Ankeny, Iowa, in the amount of Eleven Thousand, eighty-eight dollars and twelve cents (\$11,088.12) be approved and the cost of which will be paid using Newton Sanitary Landfill Enterprise Funds.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution granting a permanent ingress/egress easement to Taldoe Timber LLC

Summary:

approving an access easement to allow the land owner access to their property south of the South Well Field

Financial Impact:

Less than \$100

Report Number: 2024-509

Date:

June 3, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

A real estate ingress/egress easement agreement was agreed upon between the city of Newton Utilities Department and Taldoe Timbers LLC. The purpose of the agreement is to provide the land owner a 40-foot permanent access easement across the South Well Field to access their land.

The following easement, as represented by Real Estate Easement executed by the property owner, subject to City Council approval.

Recommendation:

Approve ingress/egress easement as described above.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION GRANTING A PERMANENT INGRESS/EGRESS
EASEMENT TO TALDOE TIMBER LLC.**

WHEREAS, a real estate ingress/egress easement agreement was agreed upon between the City of Newton Utilities Department and Taldoe Timbers Llc. and;

WHEREAS, the purpose of the agreement is to provide the land owner a 40-foot permanent access easement across the South Well Field to access their land and;

WHEREAS, the following easement, as represented by Real Estate Easement executed by the property owner, subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the following ingress/egress easement(s), as represented by Real Estate Easement executed by the property owner subject to City Council approval, is hereby approved:

BE IT FURTHER RESOLVED, that the City Council of Newton Iowa authorizes the Mayor to execute the Real Estate Easement documents for the affected property.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

EASEMENT

Prepared by: Allison M. Udelhoven, Otto Law Office PLLC, 123 W 2nd St N, Newton, IA 50208; Phone 641.792.7000

THIS AGREEMENT is made and entered into the 9th day of May, 2024 by and between the City of Newton, (hereinafter "Grantor"), and TALDOE Timber, LLC, (hereinafter "Grantee").

RECITALS:

Grantor is the owner of the following described real estate, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of Section 18 Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, said point is also the Northeast corner of the Southeast Quarter of Section 13, Township 79 North, Range 20 West of the 5th P.M., Jasper County Iowa, thence East 696.58 feet along the North line of the Southwest Quarter of said Section 18; thence South 27°45'49" East 870.90 feet; thence South 7°55'17" West 1,098.35 feet; thence South 13°31'48" West 288.46 feet; thence North 49°00'25" West 245.28 feet; thence North 30°24'12" West 1,021.32 feet; thence North 10°19'06" West 556.14 feet; thence North 29°36'51" West 636.90 feet to the North line of the Southeast Quarter of said Section 13; thence South 89°05'38" East 232.91 feet to the point of beginning; AND Commence at a point 696.58 feet East of the Northwest corner of the Southwest Quarter of Section 18, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, run thence East 174.75 feet, thence S 27°03'43" East 1169.79 feet, thence S 13°19'01" East 259.38 feet, thence S 01°07'51" West 967.98 feet, thence, N 80°10'20" West 388.06 feet thence N 72°55'17" East 1098.35 feet, thence N 27°45'49" West 870.90 feet to the place of beginning, containing 17.18 acres, more or less.

Grantee is the owner of the following described real estate, to-wit:

Southeast Quarter of Section 13, Township 79 North, Range 20 West of the 5th P.M., Jasper County, Iowa EXCEPT Parcel B as appears in the Amended Plat of Survey recorded at Instr. Number 202300001705, in the office of the Recorder of said County and EXCEPT Parcel C as

appears in the Amended Plat of Survey recorded at Instr. Number 202300001706, in the office of the Recorder of said County; AND the West Half of the Northeast Quarter of Section 24, Township 79 North, Range 20 West of the 5th P.M. lying North and East of the Skunk River ditch, the Northeast Quarter of the Northeast Quarter of Section 24, Township 79 North, Range 20 West of the 5th P.M., EXCEPT Parcel C as appears in the Amended Plat of Survey recorded at Instr. Number 202300001706, in the office of the Recorder of said County; AND the West 12 Acres in the Southeast Quarter of the Northeast Quarter of lying North and East of the Skunk River ditch, AND East 28 Acres of the Southeast Quarter of the Northeast Quarter of Section 24, Township 79 North, Range 20 West of the 5th P.M., Jasper County, Iowa AND the West Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 19, Township 79 North, Range 19 West of the 5th P.M., EXCEPT Parcel C as appears in the Amended Plat of Survey recorded at Instr. Number 202300001706, in the office of the Recorder of said County.

AND

East Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 19, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa EXCEPT Parcel C as appears in the Amended Plat of Survey recorded at Instr. Number 202300001706, in the office of the Recorder of said County.

Grantee desires to obtain an easement for ingress and egress over, across and through Grantor's property above described.

A Plat of Survey was filed March 30, 2023, in Instrument No. 202300001481 and re-recorded in Instrument No. 202300001706, in the Office of the Jasper County Recorder, wherein there is a 40 feet wide perpetual unobstructed access easement, referenced as Permanent Access Easement Description NO. 3, across and through Grantor's property above described. However, in consideration of the use of the property owned by the City of Newton, including the recurring alterations to the property and the everchanging location of wells, the parties hereby desire to establish a permanent access easement which is not limited to the centerline described on the aforementioned Plat of Survey.

Grantor and Grantee accordingly agree that an easement should be made of record.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor and Grantee agree as follows:

Grantor does hereby grant, assign and set over to Grantee a perpetual, non-exclusive right and easement for the purpose of ingress and egress over, across and through the above-described

property described as a 40 feet wide ingress/egress easement which shall coincide with the existing access road constructed and maintained by the City of Newton, as it may from time to time be established, for the benefit of the Grantee's property. The point of terminus of such easement shall be Point "I" from the Permanent Access Easement Description NO. 1 referenced above.

Grantor covenants that it is the owner in fee simple of the above-described land and that the lands are free and clear of all encumbrances and liens.

The easement granted is perpetual, shall run with the land and shall be binding upon the successors or assigns of both Grantor and Grantee. The easement includes the following terms:

1. Grantee's use of the easement area for ingress and egress is not exclusive and Grantor may make additional use or grants of such property which does not interfere with Grantee's use.
2. Grantee shall indemnify and hold harmless the Grantor from all claims of any nature arising out of the grant or use of the easement area.
3. In the absence of an access road established by the City of Newton, then the parties hereby agree to cooperate in establishing a new permanent access easement description which is agreeable to both parties.

Words used in this easement including the acknowledgment below shall be read as plural or singular and as masculine, feminine or neuter as required by the context.

Grantor and Grantee hereby acknowledge that this grant includes only a portion of the easement points described in Permanent Access Easement Description NO. 3 referenced above. This easement is an extension of that separate easement agreement between Generational Acres and the Grantee, recorded separately, which references the same Permanent Access Easement Description NO. 3, so as to create complete, and lawful access to the Grantee's property, as herein before described.

In witness whereof, the parties hereto have duly executed this agreement.

_____ City of Newton, Grantor By _____ as _____ of City of Newton	Date: _____, 2024
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_____ City of Newton, Grantor Acknowledged By	Date: _____, 2024
---	-------------------

_____ as
_____ of
City of Newton


TALDOE Timber, LLC, Grantee
By William Talsma, Member of
TALDOE Timber, LLC

Date: May 9th, 2024

STATE OF IOWA)
)ss:
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ as _____ of the City of Newton.

Notary Public in the State of Iowa

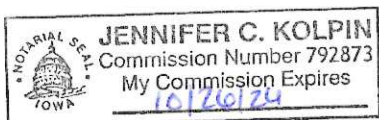
STATE OF IOWA)
)ss:
_____ COUNTY)

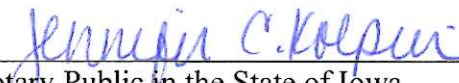
This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ as _____ of the City of Newton.

Notary Public in the State of Iowa

STATE OF IOWA)
)ss:
Jasper COUNTY)

This instrument was acknowledged before me on the 9th day of May, 2024, by
William Talsma, as Member of TALDOE Timber, LLC, an Iowa Limited Liability Company.




Notary Public in the State of Iowa

City of Newton Council Report

**Item:**

Resolution granting a permanent ingress/egress easement to Generational Acres LLC

Summary:

approving an access easement to allow the land owner access to their property, south of the South Well Field

Financial Impact:

Less than \$100

Report Number: 2024-510

Date:

June 3, 2024

Lead Department:

Utilities

Recommendation:

Approve

Background:

A real estate ingress/egress easement agreement was agreed upon between the City of Newton Utilities Department and Generational Acres LLC. The purpose of the agreement is to provide the land owner a 40-foot permanent access easement across the South Well Field to access their land.

The following easement, as represented by Real Estate Easement executed by the property owner, subject to City Council approval.

Recommendation:

Approve ingress/egress easement as described above.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION GRANTING A PERMANENT INGRESS/EGRESS
EASEMENT TO GENERATIONAL ACRES LLC.**

WHEREAS, a real estate ingress/egress easement agreement was agreed upon between the City of Newton Utilities Department and Generational Acres Llc. and;

WHEREAS, the purpose of the agreement is to provide the land owner a 40-foot permanent access easement across the South Well Field to access their land and;

WHEREAS, the following easement, as represented by Real Estate Easement executed by the property owner, subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the following ingress/egress easement(s), as represented by Real Estate Easement executed by the property owner subject to City Council approval, is hereby approved:

BE IT FURTHER RESOLVED, that the City Council of Newton Iowa authorizes the Mayor to execute the Real Estate Easement documents for the affected property.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

EASEMENT

Prepared by: Allison M. Udelhoven, Otto Law Office PLLC, 123 W 2nd St N, Newton, IA 50208; Phone 641.792.7000

THIS AGREEMENT is made and entered into the ____ day of _____, 2024 by and between the City of Newton, (hereinafter "Grantor"), and Generational Acres, LLC, (hereinafter "Grantee").

RECITALS:

Grantor is the owner of the following described real estate, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of Section 18 Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, said point is also the Northeast corner of the Southeast Quarter of Section 13, Township 79 North, Range 20 West of the 5th P.M., Jasper County Iowa, thence East 696.58 feet along the North line of the Southwest Quarter of said Section 18; thence South 27°45'49" East 870.90 feet; thence South 7°55'17" West 1,098.35 feet; thence South 13°31'48" West 288.46 feet; thence North 49°00'25" West 245.28 feet; thence North 30°24'12" West 1,021.32 feet; thence North 10°19'06" West 556.14 feet; thence North 29°36'51" West 636.90 feet to the North line of the Southeast Quarter of said Section 13; thence South 89°05'38" East 232.91 feet to the point of beginning; AND Commence at a point 696.58 feet East of the Northwest corner of the Southwest Quarter of Section 18, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, run thence East 174.75 feet, thence S 27°03'43" East 1169.79 feet, thence S 13°19'01" East 259.38 feet, thence S 01°07'51" West 967.98 feet, thence, N 80°10'20" West 388.06 feet thence N 72°55'17" East 1098.35 feet, thence N 27°45'49" West 870.90 feet to the place of beginning, containing 17.18 acres, more or less.

Grantee is the owner of the following described real estate, to-wit:

Parcel C in the West One Half of the Southwest Quarter of Section 18, and of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 19, Township 79 North, Range 19 West of the 5th P.M., and of the East One Half of the Southeast Quarter of Section 13, and of the Northeast Quarter of the

Northeast Quarter of Section 24, Township 79 North, Range 20 West of the 5th P.M., Jasper County, Iowa, as appears in the Amended Plat of Survey recorded at Instr. Number 202300001706, in the office of the Recorder of said County.

AND

Parcel D in the Southwest Quarter of Section 18, and of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 19, Township 79, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Instrument No 202300001482 in the office of the Recorder of said County.

Grantee desires to obtain an easement for ingress and egress over, across and through Grantor's property above described.

A Plat of Survey was filed March 30, 2023, in Instrument No. 202300001481 and re-recorded in Instrument No. 202300001706, in the Office of the Jasper County Recorder, wherein there is a 40 feet wide perpetual unobstructed access easement, referenced as Permanent Access Easement Description NO.1, across and through Grantor's property above described. However, in consideration of the use of the property owned by the City of Newton, including the recurring alterations to the property and the everchanging location of wells, the parties hereby desire to establish a permanent access easement which is not limited to the centerline described on the aforementioned Plat of Survey.

Grantor and Grantee accordingly agree that an easement should be made of record.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor and Grantee agree as follows:

Grantor does hereby grant, assign and set over to Grantee a perpetual, non-exclusive right and easement for the purpose of ingress and egress over, across and through the above-described property described as a 40 feet wide ingress/egress easement which shall coincide with the existing access road constructed and maintained by the City of Newton, as it may from time to time be established, for the benefit of the Grantee's property. The point of terminus of such easement shall be Point "I" from the Permanent Access Easement Description NO. 1 referenced above.

Grantor covenants that it is the owner in fee simple of the above-described land and that the lands are free and clear of all encumbrances and liens.

The easement granted is perpetual, shall run with the land and shall be binding upon the successors or assigns of both Grantor and Grantee. The easement includes the following terms:

1. Grantee's use of the easement area for ingress and egress is not exclusive and Grantor may make additional use or grants of such property which does not interfere with Grantee's use.

2. Grantee shall indemnify and hold harmless the Grantor from all claims of any nature arising out of the grant or use of the easement area.

3. In the absence of an access road established by the City of Newton, then the parties hereby agree to cooperate in establishing a new permanent access easement description which is agreeable to both parties.

Words used in this easement including the acknowledgment below shall be read as plural or singular and as masculine, feminine or neuter as required by the context.

Grantor and Grantee hereby acknowledge that this grant of easement, by itself, creates lawful access to Parcel C.

The Grantor and Grantee further acknowledge that this grant of easement is an extension of that separate easement agreement between the owner of Parcel C and the owner of Parcel D, recorded separately, which references Permanent Access Easement Description NO. 2 on the same Plat of Survey referenced herein, filed March 30, 2023, in Instrument No. 202300001418 and re-recorded in Instrument No. 202300001706, so as to create complete, and lawful access to Parcel D as well.

In witness whereof, the parties hereto have duly executed this agreement.

City of Newton, Grantor
By _____ as
_____ of
City of Newton
Date: _____, 2024

City of Newton, Grantor
Acknowledged By
_____ as
_____ of
City of Newton
Date: _____, 2024



Generational Acres, LLC, Grantee
By Eric Brand, President of
Generational Acres, LLC
Date: 5/9, 2024

STATE OF IOWA)
)ss:
_____ COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____ as _____ of the City of Newton.

Notary Public in the State of Iowa

STATE OF IOWA)
)ss:
_____ COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____ as _____ of the City of Newton.

Notary Public in the State of Iowa

STATE OF IOWA)
)ss:
_____ COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2024, by
Eric Brand, as President of Generational Acres, LLC, an Iowa Limited Liability Company.

Notary Public in the State of Iowa

City of Newton Council Report

**Item:**

Resolution Approving a Letter of Support for the DMACC Newton Campus Legacy Plaza Greenspace Project

Summary:

Resolution Approving a Letter of Support for the DMACC Newton Campus Legacy Plaza Greenspace Project

Financial Impact:

No Financial Impact

Report Number: 2024-511**Date:**

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The DMACC Newton Campus Legacy Plaza Greenspace Project is a significant element in the Newton Legacy Reinvestment District and aims to create a vibrant space for DMACC students, Newton residents and visitors. DMACC, Christensen Development Newton LLC, Jasper County and the City of Newton have partnered on this reinvestment district.

DMACC is seeking funding for the project from the Aureon Community Development Grant program and is requesting letters of support from elected officials for the application.

Recommendation:

It is recommended the City Council adopt the attached Resolution and letter approving support for the DMACC Newton Campus Legacy Plaza Greenspace Project.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A LETTER OF SUPPORT FOR THE DMACC NEWTON
CAMPUS LEGACY PLAZA GREENSPACE PROJECT**

WHEREAS, the DMACC Newton Campus Legacy Plaza Greenspace Project is a significant element in the Newton Legacy Reinvestment District and aims to create a vibrant space for DMACC students, Newton residents and visitors. The Newton Campus Legacy Plaza Greenspace project supports Newton’s authentic sense of place with historic preservation and public amenity investments for the enjoyment of both residents and visitors; and

WHEREAS, DMACC, Christensen Development Newton LLC, Jasper County and the City of Newton have partnered on this reinvestment district; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council of Newton, Iowa fully supports the DMACC Newton Campus Legacy Plaza Greenspace project to enhance our reinvestment district and downtown to the benefit of residents and visitors.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Newton

June 3, 2024

To Whom It May Concern:

I am writing to you today to express the city's support for the DMACC (Des Moines Area Community College) Newton Campus Legacy Plaza Greenspace project. This project is a significant element in the Newton Legacy Reinvestment District which aims to create a vibrant space for DMACC students, Newton residents and visitors. DMACC, Christensen Development Newton LLC, Jasper County and the City of Newton have partnered on this reinvestment district.

Located where the Maytag Plant One production facility once stood, the [Newton Legacy Plaza Greenspace](#) will be the centerpiece of the DMACC Newton Campus and serve to foster community, create connections, and beautify Legacy Plaza. The project will connect the five acres on the east side of DMACC's Buildings 1 and 2 to the adjacent Legacy Plaza (former Maytag buildings) to create a multi-use plaza.

Construction of 80 new apartments is well underway and expected to be available for lease in October this year. Reservations and interest are strong as they provide a new option in downtown living in Newton.

In the future, this plaza will link to a walkway connecting Legacy Plaza and Newton's historic downtown to increase walkability throughout Newton's full Main Street district. The Newton Campus Legacy Plaza Greenspace project supports Newton's authentic sense of place with historic preservation and public amenity investments for the enjoyment of both residents and visitors.

Thank you for consideration to support the DMACC Newton Campus Legacy Plaza Greenspace project to enhance our reinvestment district and downtown to the benefit of residents and visitors.

Sincerely,

Evelyn George, Mayor

City of Newton Council Report

**Item:**

Resolution approving an amendment to a Professional Services Agreement for updates to the planning documents for the Westwood Clubhouse Replacement Project

Summary:

This resolution approves an amendment to an agreement with ISG Inc. of Des Moines, Iowa, for a revised site plan, floor plan, building elevations, and estimate of costs for the revised building.

Financial Impact:

The council previously approved an agreement for \$99,800 on April 15th, 2024; the amended agreement reduces the cost by \$9,300.00. This is to be paid for from American Rescue Plan funds.

Report Number: 2024-512

Date:

June 3, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On July 6, 2016, the City Council authorized an architectural services agreement with Big Creek Design Group and then Ethos Design Group of Polk City, Iowa, to prepare a floorplan, concept drawings, elevations, and an estimate of cost for the construction of a new clubhouse at Westwood Golf Course. On February 6, 2023, after ISG Inc. acquired ETHOS, ISG was reassigned the work of designing the proposed clubhouse.

Due to high bid prices received, the City Council rejected the bids per Resolution 2023-245 on Sept 5, 2023. City staff began working on an alternate plan to construct a more affordable clubhouse, which satisfies the language of the bond referendum while still meeting the golf course's needs.

To meet these needs and all required Iowa bidding laws, staff contacted ISG Inc. as staff felt that ISG Inc., with their prior project knowledge, would be best suited for the project. A proposal from ISG was sought to modify the existing plan set, including revising the base architectural work and HVAC, electrical, lighting, and structural engineering design work by other subconsultants under the oversight and direction of ISG. The construction schedule provided by ISG would have a clubhouse completed in time for the 2025 golfing season.

The council approved a professional services agreement with ISG on April 15, 2024, for \$99,800.00. Since that time, multiple meetings have occurred between ISG and City Staff. After those meetings, ISG staff determined the revised scope of the project would not require as much design time as previously estimated. This resulted in ISG providing a revised proposal, which reduced the total compensation to \$90,500.00

Recommendation:

Staff recommends approval of the resolution to amend the Professional Services Agreement with ISG of Des Moines, Iowa, which now totals \$90,500 for a revised site plan, floor plan, building elevations, and estimate of costs for the revised Westwood Clubhouse replacement project.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT FOR UPDATES TO THE PLANNING DOCUMENTS FOR THE WESTWOOD CLUBHOUSE REPLACEMENT PROJECT

WHEREAS, on July 6, 2016, the City Council authorized an architectural services agreement with Big Creek Design Group and then Ethos Design Group of Polk City, Iowa, to prepare a floorplan, concept drawings, elevations, and an estimate of cost for the construction of a new clubhouse at Westwood Golf Course; and

WHEREAS, on February 6, 2023, after ISG acquired ETHOS, ISG was reassigned the work of designing the proposed clubhouse; and

WHEREAS, due to the high bid prices received, the City Council rejected the bids per Resolution 2023-245 on September 5, 2023. City staff began working on an alternate plan to construct a more affordable clubhouse, which satisfies the language of the bond referendum while still meeting the golf course's needs; and

WHEREAS, to meet these needs and all required Iowa bidding laws, staff contacted ISG as staff felt that ISG, with their prior project knowledge, would be best suited for the project; and

WHEREAS, a proposal from ISG was sought to modify the existing plan set, including revising the base architectural work. HVAC, electrical, lighting, and structural engineering design work will also be revised by subconsultants under the oversight and direction of ISG. The construction schedule provided by ISG states that revised plans and specifications will be ready for Council approval on July 15th, 2024, and project completion in time for the 2025 golfing season; and

WHEREAS, council approved a professional services agreement with ISG on April 15, 2024 for \$99,800.00. Since that time, multiple meetings have occurred between ISG and City Staff. After those meetings, ISG staff determined the revised scope of the project would not require as much design time as previously estimated. This resulted in ISG providing a revised proposal, which reduced the total compensation to \$90,500.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed amendment to the Professional Services Agreement with ISG on the Westwood Clubhouse Replacement Project is hereby approved; with the costs to be paid from American Rescue Plan Funds.

BE IT FURTHER RESOLVED, that said amendment be signed by the Mayor on behalf of the City.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Newton - Westwood Golf
Course New Clubhouse (31016)
3387 Hwy F48 W
Newton, IA 50208

AGREEMENT INFORMATION:
Date: April 15, 2024

AMENDMENT INFORMATION:
Amendment Number: 001

Date: May 23, 2024

OWNER: *(name and address)*
City of Newton
403 W 4th Street North, Suite 501
Newton, IA 50208

ARCHITECT: *(name and address)*
I&S Group, Inc. (ISG)
217 East 2nd Street, Suite 110
Des Moines, IA 50309

The Owner and Architect amend the Agreement as follows:

The building is now proposed to be a 60' x 100' single story pole barn. The pole barn scope is expected to be Owner-procured.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Construction Documents + Bidding + Negotiation Total Lump Sum Fee: \$90,500.00

Construction Administration to be billed as Time + Materials in addition to \$90,500.00

Schedule Adjustment:

City Approval to Proceed: Value Engineering + Design Development Validation: June 3, 2024

Construction Documents: June 4 - July 10, 2024

City Approval to Post for Bid: July 15, 2024

Bidding + Negotiation: July 15 - September 9, 2024

Construction Administration: Anticipated September 9, 2024 - March 1, 2025

SIGNATURES:

I&S Group, Inc. (ISG)

ARCHITECT *(Firm name)*

SIGNATURE

Erik Pingel, Project Manager

PRINTED NAME AND TITLE

05-23-2024

DATE

City of Newton

OWNER *(Firm name)*

SIGNATURE

Evelyn George, Mayor

PRINTED NAME AND TITLE

DATE

City of Newton Council Report

**Item:**

Resolution approving the purchase and upfit services for two 2024 Ford Police Interceptor SUVs

Summary:

Purchase two patrol vehicles and emergency equipment to replace existing units that have exceeded their operational life for patrol purposes

Financial Impact:

\$127,590

Report Number: 2024-516

Date:

June 3, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The Police Department historically replaces 2 patrol vehicles annually in order ensure police officers are able to safely respond to calls for service and emergencies when the need arises. Units that are older than 4 years old generally have well over 100,000 miles and 20,000 engine hours (equivalent to nearly 600,000 driving miles) requiring higher levels of maintenance and repair are in need of replacement. Due to the supply chain issues caused by Covid-19 the vehicle rotation schedule is off, and the Police Department is in need of two new vehicles to replace a 2016 and 2019 unit.

Stiver's Ford of Waukeg, IA is the State of Iowa contract holder for law enforcement vehicles and has two 2024 Ford Police Interceptor SUVs in stock for \$45,535 per unit. Upfit services (ie. purchase and installation of new emergency equipment) per unit was quoted in the amount of \$18,260 for a total purchase price of \$127,590.

The de-commissioned police vehicles may be kept by the City for transportation needs by the Police Department or other City department, traded in, or auctioned off based on the needs of City operations.

Recommendation:

Staff recommends approval of this resolution

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE PURCHASE AND UP-FIT SERVICES FOR TWO
2024 FORD POLICE INTERCEPTOR SUVs**

WHEREAS, the City has recognized the necessity of annually replacing older squad cars used by the Police Department in daily operations; and

WHEREAS, Stivers Ford of Waukee, IA has the State of Iowa contract for law enforcement vehicles and submitted a bid amount of \$127,590 for the purchase of two 2024 Ford Interceptor SUVs and for upfit services, and

WHEREAS, the Police Department is authorized to trade-in, auction or transfer to another City department the de-commissioned units that will no longer be needed due to the accumulation of the new vehicle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the purchase and upfit services of two 2024 Ford Police Interceptor SUV from Stivers Ford of Waukee, IA for a total cost of \$127,590 to be paid through 2023A, 2024, 2024A bond funding.

PASSED this _____ day of _____, 2024.

APPROVED this _____ day of _____, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding the purchase of a thermal imaging camera and accessories

Summary:

Resolution to purchase a new thermal imaging camera and accessories for the Fire Department

Financial Impact:

A total of \$7,698.95 from the Interest from the 2023A Bonds.

Report Number: 2024-517**Date:**

June 3, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their engines with thermal imaging camera equipment that provides heat detection imaging for emergency functions. This includes but is not limited to: firefighting inside and outside buildings, hazardous materials identification and detection, rescue of lost or missing people.

Project Specifications were prepared by the Fire Department and vendors came in to demonstrate the products they represented. We received bids from thermal imaging camera vendors and made comparison by internet search:

Company	Camera	Quote
<i>Thermal Imaging Camera</i>		
MacQueen Equipment LLC	FLIR K65	\$ 7,850.00
Dinges Fire Company	Bullard QXT	\$ 7,698.95
Danko Fire Supply	Argus Mi-TIC	\$ 6,626.26
Curtis – Tools for Heroes(Internet)	Bullard QXT	\$ 8,026.55

Crews researched each camera and recommended/requested the Bullard QXT Camera based on ergonomics, being both a more user friendly user interface and being lighter weight. Dinges offers a \$750 trade in for any old thermal imaging camera as long as it turns on. The listed price reflects the trade in option. This camera would replace a unit that you can no longer get repaired and is over 15 years old. The Bullard QXT unit is readily available from the manufacturer.

The Bullard QXT and the FLIR K65 are comparable models with similar functionality and features. The Argus Model lacked some of the basic features and did not match up well against the other models features.

Recommendation:

City Staff recommends Council award the purchase of the thermal imaging camera and accessories to Dinges Fire Company of Amboy, Illinois for the purchase in the amount of \$ 7,698.95.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-

**RESOLUTION AWARDING THE PURCHASE OF A THERMAL IMAGING CAMERA
AND ACCESSORIES**

WHEREAS, firefighters rely on effective and efficient technology to identify immediate hazards to their safety and health; and

WHEREAS, fire department staff have utilized advanced thermal imaging technology to provide assistance in firefighting, rescue, and hazardous materials identification; and

WHEREAS, specifications were prepared and bids sought from vendors on the latest thermal imaging cameras.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids for a thermal imaging camera be accepted from Dinges Fire Company of Amboy, Illinois for the purchase of one (1) Bullard QXT thermal imaging camera and accessories in the amount of \$ 7,698.95.

NOW, THEREFORE, BE IT RESOLVED, the total purchase of seven-thousand six hundred-ninety eight dollars and ninety-five cents (\$ 7,698.95) for the 2024 thermal imaging camera project, is hereby approved. The project cost will be paid from the Interest from the 2023A Bonds..

PASSED this _____ day of June 2024.

APPROVED this _____ day of June 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 315, 319, and 321 East 8th Street South in Newton, Jasper County, Iowa

Summary:

Setting a public hearing with a corrected legal description for a consolidated lot. City Council previously approved a sale of the property to VL Construction for a Homes for Iowa House.

Financial Impact:

None.

Report Number: 2024-519

Date:

June 3, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City Council approved a purchase agreement for the subject property to VL Construction. As part of the closing procedures, a title opinion was prepared. The Buyer's attorney is requesting a new public hearing and publication with a clear, consolidated legal description.

This is the first step in addressing the attorney's concern.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 315, 319, AND 321 EAST 8TH STREET SOUTH IN NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at

THE SOUTH 38 FEET OF LOT 8 IN BLOCK 1, OF THE SUB-DIVISION OF BLOCK 2, OF SOUTHEAST ADDITION, BEING IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS THE SAME APPEARS ON PLAT RECORDED IN BOOK 167 AT PAGE 415 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; AND

THE SOUTH 49.61 FEET OF THE NORTH 115.61 FEET OF LOT 8 IN BLOCK 1 OF THE SUB-DIVISION OF BLOCK 2 OF SOUTHEAST ADDITION TO NEWTON, JASPER COUNTY, IOWA; AND

THE NORTH 66 FEET OF LOT 8 AND PART OF LOT 7, DESCRIBED AS COMMENCING AT A POINT LOCATED ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 13.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7, THENCE RUN EAST TO THE SAID SOUTHEAST CORNER OF SAID LOT 7, THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 7, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 9.92 FEET THENCE IN A SOUTHERLY DIRECTION TO THE POINT OF BEGINNING, SAID LOT 8 AND SAID PART OF LOT 7 HEREINBEFORE DESCRIBED ALL BEING IN BLOCK 1, OF THE SUB-DIVISION OF BLOCK 2, OF SOUTHEAST ADDITION, BEING IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS THE SAME APPEARS ON PLAT RECORDED IN BOOK 167 AT PAGE 415 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that a public hearing shall be held on June 17, 2024 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. June 17, 2024, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 315, 319, and 321 East 8th Street South, legally described as: THE SOUTH 38 FEET OF LOT 8 IN BLOCK 1, OF THE SUB-DIVISION OF BLOCK 2, OF SOUTHEAST ADDITION, BEING IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS THE SAME APPEARS ON PLAT RECORDED IN BOOK 167 AT PAGE 415 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; AND THE SOUTH 49.61 FEET OF THE NORTH 115.61 FEET OF LOT 8 IN BLOCK 1 OF THE SUB-DIVISION OF BLOCK 2 OF SOUTHEAST ADDITION TO NEWTON, JASPER COUNTY, IOWA; AND THE NORTH 66 FEET OF LOT 8 AND PART OF LOT 7, DESCRIBED AS COMMENCING AT A POINT LOCATED ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 13.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7, THENCE RUN EAST TO THE SAID SOUTHEAST CORNER OF SAID LOT 7, THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 7, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 9.92 FEET THENCE IN A SOUTHERLY DIRECTION TO THE POINT OF BEGINNING, SAID LOT 8 AND SAID PART OF LOT 7 HEREINBEFORE DESCRIBED ALL BEING IN BLOCK 1, OF THE SUB-DIVISION OF BLOCK 2, OF SOUTHEAST ADDITION, BEING IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS THE SAME APPEARS ON PLAT RECORDED IN BOOK 167 AT PAGE 415 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; Additional information about the property is available at the Community Development Department, (641)-792-6622.

PASSED this _____ day of May, 2024.

APPROVED this _____ day of May, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 06-04-24

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 494.80
Ag-Grow Plus Lawn Care	Airport	Service	\$ 123.60
Alliant Energy/IPL	All	Utilities	\$ 4,882.55
Amazon Capital Services	All	Supplies	\$ 3,724.24
American Business Phones	Water Pollution Control	Services	\$ 70.00
Baker & Taylor	Library	Books	\$ 4,560.11
Baker & Taylor Entertainment	Library	DVDs	\$ 20.98
Bituminous Materials & Supply	Street	Supplies	\$ 975.57
Blackstone Publishing	Library	books	\$ 608.88
Bolton & Menk Inc	All	Service	\$ 41,068.00
Braun Intertec Corporation	Streets	Service	\$ 1,067.00
Capital One	Fire, Parks, Maytag Pool	Supply	\$ 306.50
Cardinal Corner	Fire	Supplies	\$ 185.00
CDW Government Inc	Administration, Library	Supply	\$ 4,730.01
Center Point Large Print	Library	Books	\$ 106.98
Central Pump and Motor LLC	Water Pollution Control	Supplies	\$ 3,400.00
Cintas	All	Service	\$ 547.51
Condy, Ryne Mohrfeld & Luke	Utility Billing	Refund	\$ 42.66
Costa Oil Newton	Fire	Service	\$ 89.06
Dannen, Ryan	D&D, Parks	Services	\$ 2,535.00
Diesel Depot	Water Pollution Control	Supplies	\$ 2,750.00
Digium Cloud Services LLC	Executive, Finance, Administration	Service	\$ 451.49
DMACC - Ankeny Campus	All/RESO 2020-068	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 69,316.98
Driving Cap Entertainment LLC	Community Marketing/RESO 2023-300	Service	\$ 1,500.00
EBSCO Information Services	Library	Databases	\$ 3,371.00
EMS MC Inc	Fire	Service	\$ 4,449.47
Fastenal	Water Pollution Control, Parks	Supplies	\$ 92.01
FBG Service Corporation	Library	Service	\$ 1,644.00
Fire Service Training Bureau	Fire	Service	\$ 50.00
Forbes Office Solutions	Planning & Zoning, Library, Golf	Supplies	\$ 174.81
FOX Strand	Water Treatment Plant	Services	\$ 12,165.89
Frasier, Lisa	City Center	supply	\$ 24.99
Galls LLC	Fire	Supplies	\$ 724.19
Gregg Young Auto Center	Police	Service	\$ 2,050.73
H W Wilson	Library	Database	\$ 175.50
Heath Alan LLC	Community Marketing/RESO 2024-008	Service	\$ 5,000.00
Hillyard / Des Moines	Fire	Supplies	\$ 19.07
Hopkins Roofing Inc	Library	Construction	\$ 38,945.09
Housby Heavy Equipment LLC	City Garage	Supplies	\$ 527.62
Hy-Vee Inc	Executive	Supply	\$ 168.68
Image Trend Inc	Fire	Service	\$ 695.00
Iowa Economic Dev Authority Foundation	Community Marketing/RESO 2023-133	Service	\$ 10,235.00
Iowa Plains Signing Inc	Traffic Control	Supplies	\$ 160.00
Iowa Prison Industries	Street	Supplies	\$ 1,504.30
Isolved Benefit Services	Finance	Service	\$ 99.65

Janssen, Nancy	Fire	Reimbursement	\$ 374.60
Jasper Construction Services	Water Distribution	Supplies	\$ 27.27
Jasper County Abstract	D&D	Services	\$ 2,490.00
Jasper County Recorder	D&D	Services	\$ 17.00
Jasper County Treasurer	D&D	Taxes	\$ 240.00
Jasper County Tribune	Library	Subscription	\$ 52.00
Johnson Aviation	Airport	Service	\$ 3,515.11
Kirkham Michael	Airport	Service	\$ 27,865.02
Laminator.com	Library	Supplies	\$ 64.48
Law Enforcement Targets Inc	Police	Supplies	\$ 504.83
Lyman, Rick	D&D	Services	\$ 1,568.43
Magnum Automotive	Police	Service	\$ 410.17
Mahaska Bottling Co	Golf	Concessions	\$ 1,390.20
Manatts - D.M.	Storm Water, Street, Water Distribution	Supplies	\$ 5,118.36
Martin Marietta Materials	Street, Storm Water	Supplies	\$ 625.79
Maxim Advertising	Administration, Maytag Pool, Parks, Library	Supply	\$ 875.70
McAninch Corporation	Arbor Estates 2nd Add/RESO 2023-242	Service	\$ 278,623.84
Mercury Medical	Fire	Supplies	\$ 1,077.73
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 1,592.86
Midwest Automatic Fire	Water Pollution Control, Water Distribution	Services	\$ 512.75
Midwest Inflatables	Community Marketing/RESO 2024-059	Service	\$ 7,500.00
Municipal Supply Inc	Water Treatment Plant, Water Distribution, Parks, Streets	Supplies	\$ 5,664.12
PowerPlan	City Garage	Supplies	\$ 120.14
NAPA Auto Parts	All	Supplies	\$ 1,048.77
News Printing Company	ALL	Printing	\$ 5,793.39
Newton Main Street	SSMID District	Service	\$ 6,000.00
Northern Tool / Capital One Trade Credit	Water Pollution Control	Supplies	\$ 1,635.08
OCLC Inc	Library	Databases	\$ 2,731.75
O'Reilly Auto Parts	Police	Supplies	\$ 22.47
Parkview Animal Hospital	Animal Control	Service	\$ 2,755.00
Per Mar Security Services	Landfill	Service	\$ 88.75
Phelps Uniform Specialists	Fire, Water Utilities Billing, City Center, Water Distribution	Service	\$ 253.00
Pinnacle Sales Inc	Water Pollution Control	Supplies	\$ 4,850.55
Plan It Software LLC	All	Service	\$ 3,500.00
Porter, Gillian Crain & Essance	Utility Billing	Refund	\$ 56.51
Preferred Pest Control Inc	Fire, Library	Service	\$ 709.80
Premier Office Equipment	Police	Service	\$ 277.53
Quill Corporation	Fire, Police, City Center, Finance	Supplies	\$ 173.20
Ray, Randy	D&D	Services	\$ 830.00
Reeves Heating & Cooling	Library	Maintenance	\$ 2,193.00
Regal Clean LLC	City Center	Supply	\$ 3,039.25
Reynolds, Chandler	Police	Reimbursement	\$ 81.57
Schneider Geospatial LLC	ALL/RESO 2022-357	Service	\$ 20,316.00
Secretary of State	Police	Supplies	\$ 30.00
Security Equipment Inc	ALL	Service	\$ 1,872.00
Smith Quality Rental	Community Beautification	Supplies	\$ 21.00
Spahn & Rose Lumber Co	ALL	Supplies	\$ 559.90
Springer, Cindy	Utility Billing	Reimbursement	\$ 6.46
State Steel of Des Moines	Landfill	Supplies	\$ 332.00
Sticky Fingers LLC	Executive	Service	\$ 1,122.00
Studio Melee	Library	Consulting	\$ 3,780.48

Terracon Consultants Inc	North Central TIF	Service	\$ 608.75
Theisen's	All	Supply	\$ 2,232.90
TK Elevator	City Center	Service	\$ 211.89
Todd Heaberlin Enterprises	Library	Maintenance	\$ 1,014.41
Tree Pro	Landfill	Service	\$ 900.00
Truck Equipment	City Garage	Supplies	\$ 2,299.74
Two Rivers Cooperative	Water Pollution Control	Supplies	\$ 1,169.32
Van Maanen Electric Inc	Airport, Street Lighting	Supplies	\$ 2,410.08
Vermeer Sales	Water Pollution Control/RESO 2024-149	Equipment	\$ 37,710.93
Warnick Mechanical	Library, Water Distribution	Maintenance	\$ 1,171.00
Waste Solutions of Iowa	Parks	Service	\$ 163.00
Watts Technologies Inc	Utility Billing	Supply	\$ 80.00
Wellik, Jarrod	Fire	Reimbursement	\$ 179.42
Wex Bank	Utility Billing	Fuel	\$ 1,460.60
Windstream	City Center	Service	\$ 41.42
Wing, Chris	Police	Reimbursement	\$ 422.10
Ziegler Inc	City Garage	Supplies	\$ 148.98
Total			\$ 684,264.07

Pre-Authorized Payments

Black Hills Energy	All	Utility	\$ 1,414.52
Dish Network	Airport	Utility	\$ 152.10
Doll Distributiing LLC	Golf	Concessions	\$ 987.90
HIRTA	Tourism Grant Program/RESO 2024-131	Tourism Grant	\$ 925.00
Johnson Brothers of Iowa	Golf	Concessions	\$ 786.75
Mediacom	Admin	Utility	\$ 336.90
Newton City Band	Community Marketing/RESO 2023-355	Service	\$ 600.00
United States Cellular	ALL	Service	\$ 242.36
Verizon Wireless	Disaster Services	Service	\$ 35.01
Total:			\$ 5,480.54

City of Newton Council Report

**Item:**

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

Summary:

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

Financial Impact:

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

Report Number: 2024-499

Date:

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

At the May 20, 2024 City Council meeting, the Council designated June 3, 2024 as the public hearing date to consider the third 2023-24 budget amendment for the City of Newton. Notice of the hearing was published in the *Newton Daily News*, in compliance with State requirements on Friday, May 24, 2024. The Iowa Code requires that expenditures for each of the nine general City programs not exceed the budget for the respective programs and allows budgets to be amended by cities prior to the end of the fiscal year.

The attached budget amendment adjusts the current year 2023-24 budgeted revenues and expenditures to reflect the changes that have occurred and are expected thru June 30, 2024. Amended line items include additional revenues and expenses related to donations in the Park department, RAGBRAI barricades, Housing Initiative expenses related to Phase 2 of Arbor Estates and housing incentives, and Tax Increment Financing expenditures.

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

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

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

WHEREAS, a budget amendment for FY24 has been prepared to conform to the Iowa Code requirement to not exceed a budgeted amount in each of the State’s nine programs and was published in the Newton Daily News on May 24, 2024 in accordance with State requirements;

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

PASSED this 3rd day of June, 2024

APPROVED this ____ day of June, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of NEWTON				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of NEWTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 6/3/2024 06:00 PM		Contact: Lisa Frasier		Phone: (641) 792-2787
Meeting Location: City Hall Council Chambers				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	9,178,782	0	9,178,782
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	9,178,782	0	9,178,782
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,908,123	0	2,908,123
Other City Taxes	6	2,489,764	0	2,489,764
Licenses & Permits	7	274,775	0	274,775
Use of Money & Property	8	272,420	0	272,420
Intergovernmental	9	3,175,996	0	3,175,996
Charges for Service	10	12,130,125	0	12,130,125
Special Assessments	11	18,500	0	18,500
Miscellaneous	12	2,562,555	10,000	2,572,555
Other Financing Sources	13	11,230,400	0	11,230,400
Transfers In	14	4,348,272	0	4,348,272
Total Revenues & Other Sources	15	48,589,712	10,000	48,599,712
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	8,434,206	0	8,434,206
Public Works	17	4,217,175	0	4,217,175
Health and Social Services	18	0	0	0
Culture and Recreation	19	3,056,780	25,000	3,081,780
Community and Economic Development	20	1,490,986	530,000	2,020,986
General Government	21	3,276,263	0	3,276,263
Debt Service	22	4,701,948	0	4,701,948
Capital Projects	23	14,690,997	0	14,690,997
Total Government Activities Expenditures	24	39,868,355	555,000	40,423,355
Business Type/Enterprise	25	19,460,582	0	19,460,582
Total Gov Activities & Business Expenditures	26	59,328,937	555,000	59,883,937
Transfers Out	27	4,348,272	0	4,348,272
Total Expenditures/Transfers Out	28	63,677,209	555,000	64,232,209
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-15,087,497	-545,000	-15,632,497
Beginning Fund Balance July 1, 2023	30	30,974,510	0	30,974,510
Ending Fund Balance June 30, 2024	31	15,887,013	-545,000	15,342,013
Explanation of Changes: Housing Initiative expenses for incentives and Arbor Estates Phase 2 construction / Tax Increment Financing expenses for economic development / Barricades for RAGBRI summer of 2024 / Donation expenses in the Park Department				

2023-2024 City of Newton 3rd Budget Amendment June 3, 2024 Revenues

Other Financing Sources

		Budget		Amendment		Adjusted Budget
001-4030-2-47050	Donations	\$	3,000	\$	10,000	\$ 13,000
Grand Total all Revenue Amendments June 3, 2024				\$	10,000	

2023-24 City of Newton 3rd Budget Amendment June 3, 2024 Expenditures

Program 4 Culture & Recreation Budget Amendments

	Park		Budget		Amendment		Adjusted Budget
024-4030-63100	Building Maintenance & Repair (RAGBRAI)	\$	19,117	\$	12,000	\$	31,117
001-4030-65371	Holiday Lights Maytag Park	\$	12,000	\$	3,000	\$	15,000
001-4030-65150	Donations Misc Expenditures	\$	-	\$	10,000	\$	10,000
TOTAL Program 4:		\$	31,117	\$	25,000		

Program 5 Economic Development Expenditures Budget Amendments

	SSMID District		Budget		Amendment		Adjusted Budget
162-5082-64990	Contractual Services	\$	-	\$	10,000	\$	10,000
Housing Initiative Fund						\$	-
161-5171-64405	Arbor Estates Phase 2	\$	-	\$	295,000	\$	295,000
161-5037-64411	New Home Buyer Incentive Grants	\$	150,000	\$	110,000	\$	260,000
TIF General Funds						\$	-
001-5150-64050	Court & Recording Fee Expense	\$	-	\$	60,000	\$	60,000
001-5175-64130	Payments to other Agencies	\$	23,500	\$	55,000	\$	78,500
TOTAL Program 8:		\$	173,500	\$	530,000		

Grand Total all Expenditure Amendments	\$	555,000
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City of Newton Council Report

**Item:**

Third 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:

June 3, 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:**

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

June 3, 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



02 1P
0000915132
MAR 21 2024
MAILED FROM ZIP CODE 50208



City of Newton Council Report

**Item:**

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

June 3, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

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

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

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

Recommendation:

Matt Muckler, City Administrator

ORDINANCE NO. _____

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

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

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

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

STREETS, NORTHEAST QUADRANT

East Twenty-Fifth Street North

"No Parking Anytime"

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

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

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

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

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

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

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

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

Just our thoughts.

Steve and Sheri Holwerda

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

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

I agree with the proposed parking changes

☐

I oppose the proposed parking changes

☒

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

See attached

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

Block Both Sides of the Street from
Parking.

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

We Agree.

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

GOOD IDEA!

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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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 26th is VERY problematic.

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

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

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

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

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

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

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

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

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

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

Not Necessary!!!

City of Newton Council Report

**Item:**

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 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:**

June 3, 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.

During the City Council meeting on May 20th, City Council amended the original proposal and voted to restrict parking only in the 600 blk.

Recommendation:

Matt Muckler, City Administrator

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.

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 Sixth Avenue East to North Seventh Avenue East

East side from North Eight 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

City of Newton Council Report

**Item:**

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

Summary:

Addition of Commercial/Business Property Ordinance in Chapter 159.

Financial Impact:

No Financial Impact

Report Number: 2024-515**Date:**

June 3, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department was instructed to review the original Chapter 159 Commercial/Business Property Code and consider updates and/or amendments to the Ordinance. The motivation behind this activity was to bring back Chapter 159: Commercial Business/Property Code to specifically require businesses to register with the City, primarily for emergency contact information. Up to date contact information is critical in times of emergency to alert the property and business owners to threats to their property. Recently, a building in the community had a major water issue from a frozen sprinkler system. Authorities had issues with both identifying the owner and with notification to the owners of the condition of the building.

This Ordinance is in front of City Council after a discussion of the topic during the last City Council meeting. During that meeting staff answered City Council questions and received direction to bring this ordinance back for first consideration of approval.

Review Schedule:

June 3, 2024: First Consideration of the Ordinance

June 17, 2024: Second Consideration of the Ordinance

July 2, 2024: Third Consideration of the Ordinance

July 2, 2024: Approval of the Ordinance

Alternative Options for City Council:

1. Amend the proposed ordinance to meet specific City Council requests
2. Go back and adopt the original ordinance from 2020

Recommendation:

Staff recommends approval.

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 inspection~~
- ~~159.12~~ 11 Commercial business/property occupancy permit
- ~~159.13~~ 12 Building permit required
- ~~159.14~~ 13 Contact information
- ~~159.15 Fee schedule~~
- ~~159.16~~ 14 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~~ occupancy by the public.

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, dwelling 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 ~~dwelling unit~~ Commercial Business/Property 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 ~~dwelling unit~~ Commercial Business/Property 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 dwelling~~ a Commercial Business/Property 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 at the time the commercial business/property inspection is due. ~~Registration shall be accompanied by a fee as established by resolution of Council.~~

~~**§ 159.11 COMMERCIAL BUSINESS/PROPERTY INSPECTION.**~~

~~Each commercial business/property shall be inspected by the designated Inspector at a frequency stated in the Commercial Business/Property Inspection Program Administrative Policy. The inspections will be conducted to confirm compliance with the Newton Commercial Business/Property Code. Inspections will be conducted in accordance with the Commercial Business/Property Inspection Program Administrative Policy and in accordance with all state and federal laws pertaining to tenant rights and notification requirements.~~

~~**§ 159.12**~~ **11 COMMERCIAL BUSINESS/PROPERTY OCCUPANCY PERMIT.**

When the owner has complied with all requirements of this chapter ~~and the Commercial Business/Property Inspection Program Administrative Policy~~ 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 ~~and/or the Commercial Business/Property Inspection Program Administrative Policy.~~

(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 ~~and the Commercial Business/Property Inspection Program Administrative Policy.~~

(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 ~~at the owner's expense.~~ Replacement cost of permit shall be set by City Council resolution.

(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 the revocation of the 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.

~~§ 159.13 12 BUILDING PERMIT REQUIRED.~~

~~(A) Building permit required.~~

- ~~(1) It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or structure regulated by this chapter without first obtaining a separate permit for each building or structure from the city.~~
- ~~(2) Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the International Building Code, or to cause any such work to be done, shall first make an application to the city and obtain the required permit.~~

~~(B) Permit fees. Whenever a building permit is required by this chapter, the appropriate fees shall be paid to the city at the rate established by the City Council.~~

~~(C) Inspections. All buildings or structures within the scope of this chapter and all construction or work which a permit is required shall be subject to inspection by the Building Official in accordance with the manner provided by this chapter and §105, Permits, and §107, Construction Documents, of the International Building Code.~~

~~§ 159.14 13 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.

~~§ 159.15 FEE SCHEDULE.~~

~~All initial inspection fees, follow-up inspection fees, registration fees and any other fees or penalty assessed pursuant to the provisions of this chapter shall be in such amounts as are set by resolution of the City Council. All such fees shall be published in a fee schedule which shall be kept on file at the office of the City Clerk, and made available for distribution to the public at no cost.~~

~~§ 159.16 14 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 ~~dwelling unit~~ Commercial Business/Property 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 [dwelling Commercial Business/Property](#) 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 Fire Chief](#) 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 Fire Chief](#) or his or her designated agent that infestation is caused by failure of

the owner to maintain a dwelling 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~~[Fire Chief or Designee](#); 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 hazard.
- (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 dwelling 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 ~~and shall be filed in accordance with the Commercial Business/Property Inspection Administrative Policy. The person filing the appeal shall be required to pay a fee for the processing of the appeal in such amount as determined by resolution of the City Council.~~
- (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 ~~this~~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.

ATTEST: Michael L. HansenEvelyn George, Mayor

Katrina Davis, City Clerk

The Mayor declared Ordinance No. _____(20204) was passed on _____.

I certify that the foregoing was published as Ordinance No. ____ (20204) on the __ day of _____ 20204.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Adopting The Vacant Building Administrative Policy

Summary:

Administrative Policy to guide the implementation of the Vacant Building Ordinance.

Financial Impact:

None, adopting administrative policy

Report Number: 2024-354

Date:

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

With the approval of the third reading of the Vacant Building Ordinance, it is desirable to adopt a Vacant Building Administrative Policy to provide specific guidance on the implementation of the Vacant Building Ordinance. The policy will provide the framework for how City Council wants staff to organize and carry out the program.

The Vacant Building Administrative Policy covers the following topics:

- Purpose and Intent
- Definitions
- Registration
- Property Plan
- Fees
- Vacant Building Certificate
- Registration Renewal
- Change in Ownership
- Inspection
- Maintenance
- Appeals
- Penalties

A separate resolution adopting the fee schedule to follow.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2024-_____

RESOLUTION ADOPTING THE VACANT BUILDING ADMINISTRATIVE POLICY

WHEREAS, the City of Newton has adopted a Vacant Buildings Ordinance with the intended purpose to maintain the built environment; protect the health, safety and welfare of the general public; and discourage vacancy to help prevent crime, dilapidation, infestation of vermin and blight in neighborhoods; and

WHEREAS, a Vacant Building Administrative Policy is necessary to provide specific guidelines for the implementation of the Vacant Building Ordinance; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the Vacant Building Administrative Policy is hereby adopted.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton Vacant Building Program Administration Policy

1) *Purpose and Intent:*

The Newton City Council passed Ordinance Number 2024- on the _____, 2024, thus establishing a Vacant Building Program to be in effect immediately. The purpose and intent of the Vacant Building Ordinance is to establish a registration and abatement program to identify and regulate vacant buildings thus 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 the Vacant Building Ordinance contained within Title XV, Chapter 150 of the Newton City Code.

By establishing a Vacant Building Program, the City of Newton aims to discourage prolonged vacancy within the community and achieve the following key objectives - all of which align with Envision Newton 2042, the City's adopted Comprehensive Plan:

- Protect the health, safety, and welfare of the general public;
- Maintain the built environment to prevent structures from falling into a state of dilapidation;
- Prevent vermin, crime, and blight in both residential and non-residential neighborhoods;
- Promote growth and preserve property values and neighborhoods;
- Stimulate economic development and entrepreneurship.

While the impact of vacancy and lower tax revenues is easily identified, the full economic impacts of vacancy extend much deeper. The visual cues of vacancies in commercial areas or residential neighborhoods signal to current and prospective businesses and residents or visitors that the community is not thriving and investment is risky. This is a scenario the City of Newton strives to avoid through the implementation of this Vacant Building Program along with economic development incentives to fill spaces.

Through the administration of the Vacant Building Program, the City seeks to actively engage property owners by planning for the future and best use of their vacant buildings. Through this collaborative approach, the City and property owners will be able to realize significant benefits. Alternatively, the administration of the Vacant Building Program will discourage unengaged property owners from prolonging their building's vacant status.

This Policy outlines the administrative guidelines to implement, organize, and carry out the program; to determine enforcement and penalties for non-compliance; and to clearly define the responsibilities of vacant building owners. The Vacant Building Program is administered by both the Community Development Department (residential buildings) and the Fire Department (commercial and industrial buildings) with direction from the Community Development Director and Fire Chief.

2) Definitions:

For the purpose of this Administration Policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Vacant Building. A building or structure is vacant if

- No person or persons actively and currently conduct a lawful business in accordance with the City of Newton City Code.
- No person or persons lawfully reside or live in any part of the building in accordance with the City of Newton City Code.

This includes residential, commercial, or industrial purposes, defined as a single structure or portion thereof which is individually owned on a property, including a single horizontal property regime (condominium) as provided for in Iowa Code Chapter 499B.

Neglected Vacant Building. Any building or portion of a building which meets any one or more of the following conditions for more than 90 calendar days in any given twelve (12) month period:

- Unoccupied and unsecured
- Unoccupied and secured by boarding or by means other than those used in the design of the building
- Unoccupied and has housing and/or building code violations
- Unoccupied and declared dangerous or unsafe under this code.

Abandoned Vacant Building. Any building that meets the criteria of abandoned building under Iowa Code Section 657A.

3) Vacant, Neglected and Abandoned Vacant Building

Registration:

Vacant buildings. The owner or responsible party must register a vacant building with the City no later than 30 (30) calendar days after the building has become vacant.

Neglected Vacant buildings. The owner or responsible party must register a neglected or abandoned vacant building with the City no later than thirty (30) calendar days after the City has notified the owner that the building has been declared neglected building as defined as defined by the policy (regardless of whether the City has officially declared the building neglected or vacant.), whichever is earlier.

Abandoned Buildings. Buildings that have been abandoned will be registered by the city and the city will move forward accordingly.

Registration shall be submitted in a form provided by the City of Newton and available on the City's website, at the City of Newton Community Development Department Office, or at the City of Newton Fire Department Office (See Appendix A Registration Form). Registration shall include the following information supplied by the owner or responsible party:

- a.) The name, address, telephone number, and email of
 1. Each owner and/or owner's representative, if applicable
 2. Any known lien holders and all other parties with any legal interest in the building
 3. Any local agent or person responsible for managing or maintaining the property
- b.) Street Address of the premises on which the building is situated
- c.) A description of the premises, including additional street addresses and building type
- d.) The date the building became vacant, the period of time that the building is expected to remain vacant, and a property plan and timetable for reoccupying the building with an allowed use, and/or correcting code violations/nuisances, and or for demolition of the building
- e.) The status of water, sewer, natural gas, and electric utilities. Status of building winterization, if applicable.
- f.) Proof of insurance coverage for the property including the following minimum amounts:
 1. \$100,000 in general Liability coverage, and
 2. Fire and casualty coverage for all structures equal to no less than their assessed value as determined by the Jasper County Assessor and the applicant's insurance provider or if insurance is not available to be obtained a bond in the amount of \$50,000 can be secured in the City's favor to ensure all structures on the property can be properly demolished and removed in the event of said building becoming a danger to the general welfare of the public without taxing public resources.
- g.) The owner must notify the City of any changes in the information supplied as part of the vacant building registration within thirty (30) days of the change by contacting the Community Development Department (641-792-6622) or the Fire Department (641-792-3347).

3.1 Exemptions. The following are exempt from the requirements of registration:

- a) **Natural Disaster and Fire Damage.** A building that has suffered damage from natural disaster or fire is exempt from the registration requirement for a period of ninety (90) days after the date of the incident if the owner submits a request for exemption to the City for approval. The request for exemption should include the following information supplied by the owner:
 1. A description of the premises.
 2. The name and address of the owner(s)
 3. A statement of intent to repair and reoccupy the building in an expeditious manner including the timeframe for completion.
 4. Actions the owner will take to ensure the property does not become a nuisance for the neighborhood.
 5. Within ninety (90) days after the exemption period a property plan as identified in Section 4 of this policy must be submitted and the building properly registered.
- b) **Non- Owner Occupied (Rental) Residential Dwelling**
 1. The property is offered for sale at a price not to exceed twenty-five percent over the assessed value as documented by the Jasper County Assessor's

Office, unless the owner submits a recent comparable market data justifying the higher value.

2. The property meets all other requirements set forth in this policy.

- c) Temporarily Vacant Owner Occupied Residential Dwelling. Any owner-occupied residential dwelling in which the owner resides elsewhere for no more than six months per calendar year. This also includes short term medical care or military deployment. Such owners may still register their dwelling voluntarily, though in doing so does not guarantee monitoring of the property by the City of Newton.

4) Property Plan

The purpose of the property plan is to pursue a working relationship with the owner to establish a future plan for re-occupancy of the vacant building and to begin conversations with the appropriate (re)development contact (see the resource guide appendix). By creating a property plan with the owner, an opportunity to discuss local, state, and federal incentives will arise and a public-private partnership can be established.

The property plan as identified in this section must meet the following requirements:

- a) General Provisions. The plan must comply with all applicable regulations and meet the approval of the City. It must contain a timetable regarding use or demolition of the property. The plan must be submitted within 30 days after the building is registered. A commercial building cannot, in the entirety of the building, be used as storage unless as allowed by the City's adopted Zoning, Building, Fire, and Site Plan Codes or as a continuation of the buildings original intended purpose (such as storage units).
- b) Maintenance of building. The plan must identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application. Any repairs, improvements or alterations to the property must comply with the applicable building codes and city regulations.
- c) Plan for Re-occupancy. The plan must identify the means and timetable for addressing re-occupancy. Actions intended either through the owner's action or through the actions of a licensed agent or resources referenced in the resource guide found in **the appendices Appendix D Resource Guide** of this policy to identify a renter, lessor, or new owner. This is independent of and plans in subsections a or b of this section.
- d) Plan Changes. If the property plan or timetable for the vacant building is revised in any way, the revisions must be submitted online and must meet the approval of the City. Changes for residential structures should be communicated to the Community Development Department (641-792-6622). Changes for commercial and industrial structures should be communicated to the Fire Department (641-792-3347) **within 30 days of the change.**
- e) If at any time during this process and/or after building permits obtained, there is more than a 180 Day period of inactivity or forward progress, the property will then be subject to the fees brought forth in this policy.

4.1 Non-compliance and Notification. If the owner does not comply with the property plan or maintain or correct nuisance violations, the City may commence abatement and recover its costs

for correction of those items in accordance with local ordinances and/or State of Iowa Code. A single notice from the City notifying them of the violations and abatement schedule shall serve as sufficient notice of corrective action.

5) Fees

The owner must pay an annual registration fee. The registration fee will be in an amount adopted by resolution of the City Council (reference Appendix F, Fee Schedule). The amount of the registration fee shall be reasonably related to the administrative costs for the process of registering property and for the costs realized by the city directly related to the prolonged vacancy (including, but not limited to, loss in tax revenue (sales tax or property tax including those related to loss of market value to current or surrounding properties), public safety costs, costs of inspections, and all administrative costs. The registration fee shall be paid prior to the issuance of any city permits or licenses, except demolition permits.

5.1 Waiver of Fees. The registration fee may be waived if the owner or responsible party has paid all past due registration fees and all other financial obligations, bills, or assessments owed to the city associated with the vacant property and demonstrates, to the satisfaction of the city:

- a) That the property is re-occupied, with the exception of demolition, within a period of time deemed reasonable to the city.
- b) That the owner is in the process of demolition, rehabilitation, or other substantial repair of the vacant building with applicable permits.
- c) The owner has an approved property plan for the demolition, rehabilitation, or other substantial repair of the vacant building in a period of time that is deemed reasonable to the city.
- d) The building is being voluntarily registered as vacant under section 3.1 of this policy.
- e) The property is actively listed for sale or lease, and has an approved Property Plan with a completed section for re-occupancy plan outlined.
 - i. If a property is listed for sale or lease and has not been vacant for two or more continuous years prior to the adoption of this policy, then the following applies: Fees for any non-owner-occupied residential property will be waived for one (1) year. If the property remains unoccupied or unsold after one (1) year, fees are no longer eligible to be waived.
 - ii. Fees for any unoccupied commercial or industrial property will be waived for two (2) years. If a property remains unoccupied for more than two (2) years, fees are no longer eligible to be waived.

The purpose of Waiver of Fees is to incentivize owners to proactively plan, identify actions to reoccupy vacant buildings, and to identify actions to repair, remodel, or demolish vacant buildings.

5.2 Assessment. If the registration fee or any portion is not paid within 60 days after billing or within 60 days after any appeal decision becomes final, the City may assess the unpaid costs against the property in the same manner as property taxes.

6) Vacant Building Certificate

After completion of the registration process and payment of fees, the City will issue a vacant building certificate to the owner or responsible party with a clear expiration date, in addition with an approved property plan.

If the property is abandoned or the owner or responsible party fails to completely the registration process, the building will be administratively listed as abandoned and the City shall pursue any legal remedy available under the codes as adopted by the City of Newton and the State of Iowa.

The issuance of a Vacant Building Certificate shall not in any way signify or imply that the building or premises upon which it is located conforms with any other applicable State of Iowa or City of Newton codes and ordinances, nor shall it relieve the owner and/or responsible party of their obligations to ensure compliance with all applicable codes and ordinances.

7) Renewal of Registration

The City is hereby authorized to issue and renew vacant or abandoned building registrations for specific buildings, in the names of the applicant owners, operators or managers, provided the following criteria are met:

a) Building In Compliance with Regulations: The building for which the permit sought is warranted by the owner or operator to substantially comply with applicable provisions of this Policy.

b) Application By Owner: The owner or operator legally authorized and responsible for maintenance of the building for which a vacant or neglected vacant building registration is sought shall first make application therefore on an application provided by the City.

c) Payment of Fees: All fees required by this policy pursuant to the issuance of a vacant or abandoned building certificate are paid in full to the city.

d) Agent of Owner/Operator: The applicant shall designate a responsible agent to represent the owner/operator whenever the said applicant is not available for maintenance of the building for which a permit is sought. Said agent shall have full authority and responsibility, the same as the owner/operator, for maintaining the building.

e) An Application for Renewal: Renewal of a vacant or abandoned building registration may be made within sixty (60) days prior to the expiration of an existing operating registration. Application for renewal of vacant or abandoned building registration shall be due on the 1-year anniversary of the issuance date, along with an updated property plan. Application may be made, and registration fees (reference Appendix F, Fee Schedule) paid until the anniversary date without penalty.

f) Failure to Renew: If an application for renewal is not received by the City by the 1-year registration anniversary date, City staff shall send a past due notice to the owner and/or responsible party establishing a 30-calendar day deadline for compliance from the date of the notice. Failure to respond by the established deadline may result in a penalty against the owner(s) and responsible party. Such violations may result in a fine established by resolution of the City Council and/or a municipal infraction citation may be issued to the owner(s). Each day that the

owner fails to renew such license as required by this policy shall constitute a separate violation for which a Municipal infraction citation may be issued in accordance with the Newton Code of Ordinances.

8) Change of Ownership

A new owner(s) must register or re-register a vacant or neglected vacant building under section 2 within fifteen (15) days of any transfer of an ownership interest in a vacant building. The new owner(s) must comply with the approved property plan and timetable submitted by the previous owner. Any proposed changes in the property plan must be submitted and approved by the City. Failure to register as a new owner within 15 days may be subject to a fee in an amount adopted by resolution by the City Council (reference Appendix F, Fee Schedule).

Registrations shall not be transferrable from one building to another.

9) Inspection

Upon registration or annual renewal registration as a vacant building and review of the submitted property plan, the property will undergo an initial inspection, as deemed applicable by the City, for the purpose of enforcing and assuring compliance with all sections in this policy and other applicable regulations. The inspection will be scheduled and completed within 60 days. Upon the request of the City, the owner or responsible party must provide access to all interior portions of the building and the exterior of the property to complete an inspection. If the owner or responsible party is not available to provide access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes. Prior to any re-occupancy, a vacant building must be inspected by the city and found to be in compliance any applicable City Codes.

All application and re-inspection fees must also be paid prior to any re-occupancy of the building. All such fees are set by Resolution of the City Council.

10) Maintenance

The owner must comply with and address the following items in the property plan:

a) Appearance. All vacant buildings must be so maintained and kept that they appear to be occupied.

1. All Commercial or Industrial Properties with a “storefront” or public facing business front must maintain the storefront as if the building is occupied, unless the owner is actively working on the plan approved by the city. For example, if renovations or painting are happening inside the building and the windows need covered for this purpose. If you wish to keep the interior a “secret” awaiting a grand opening, then the storefront windows still need to be maintained accordingly and the rest of the building can be blocked with an approved option specified in your property plan.

2. All non-owner-occupied residential vacant buildings must be so maintained and kept as to appear occupied.

b) Securing. All vacant buildings must be secured from outside entry by unauthorized persons or pests. Security must be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one operable door into every building and into each housing unit. No doors shall be chained, barred, or barricaded from the inside. Exterior walls and roofs must remain intact without holes.

c) Fire Safety.

1. Fire protection systems. Owners of vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain underwriter laboratories (UL) monitoring of all smoke control and fire sprinkler systems.

2. Removal of hazardous and combustible materials. The owner of any vacant building, or vacant portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

d) Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with applicable codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable codes. The building's water systems must be protected from freezing.

e) Electrical. Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes must be repaired, removed or the electrical services terminated to the building in accordance with applicable codes.

f) Lighting. All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

g) Heating. Heating facilities or heating equipment in vacant buildings must be removed, rendered inoperable, or maintained in accordance with applicable codes.

h) Termination of utilities. The City may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected. Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the City. Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building property plan. The City may authorize immediate termination of utilities at his or her discretion in emergency circumstances.

i) Exterior maintenance. The owner must comply with all applicable property maintenance regulations and city codes including, but not limited to, the following:

1. Public nuisances. The owner must eliminate any activity on the property that constitutes a public nuisance.

2. Grass and weeds. Any weeds or grass must be no greater than six (6) inches in height.

3. Snow Removal. Snow from sidewalks shall be cleared in accordance with Newton City Code.

4. Exterior structure maintenance. The owner must maintain the vacant building in compliance with sections 1 through 11 as determined to be necessary by the City.
 5. Abandoned or junk vehicles. The owner must remove abandoned and junk vehicles from the property.
 6. Storage and disposal of refuse. The storage and disposal of refuse must comply with the requirements of City Code.
 7. Animals. The owner must ensure that all animals are removed from the property and handled in a humane manner.
 8. Graffiti. The owner must remove all graffiti from the property in accordance with city ordinance.
 9. Abandoned pools. Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied.
- j) Removal of garbage and refuse. The owner of any vacant building, or vacant portion thereof, must remove all garbage, refuse, rubbish, swill, filth, or other materials from the vacant building and the property upon which the building is located.
- k) Emergency Abatement. The City may authorize immediate abatement of any public nuisance or maintenance item if, at the discretion of the City, emergency circumstances exist that present an imminent threat to the public health and safety.
- l) Other Codes. All other city codes and applicable regulations must be complied with.

11) Appeals

Any person or responsible party aggrieved by a decision under this policy may appeal to the Building & Trades Board. The appeal must be in writing, must specify the grounds for the appeal, and must be received by the Community Development Department within ten business days of the issued decision.

12) Penalties

Any person or responsible party who violates this policy is subject to the penalty as provided under Chapter 55 of the city of Newton's Code of Ordinances. Nothing in this policy, however, is deemed to impair other remedies or civil penalties available to the city under this code or state law.

CONTACT INFORMATION:

Newton Community Development
(Vacant Residential Buildings)

303 W. 4th St. N., Ste. 501
(641) 792-6622

Newton Fire Department
(Vacant Commercial or Industrial Buildings)
410 S. 2nd Ave. W.
(641) 792-3347



City of Newton Vacant Building Program Appendix A: Registration Form

Application Date: _____ Date building became vacant: _____

Address of Vacant Building: _____

Name of Owner	Mailing Address	Telephone	Email
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Name of Manager (if applicable)	Mailing Address	Telephone	Email
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ATTACH CONTACT INFORMATION FOR ALL ADDITIONAL OWNERS AND LEIN HOLDERS

VACANT BUILDING INFORMATION:

Residential: ☐ Commercial: ☐ Industrial: ☐

Expected timeframe of vacancy: _____

Utilities Status:

Utility	Connected?	Notes
Water		
Sanitary Sewer		
Natural Gas		
Electric		
Fire Sprinkler (if applicable)		

PROPERTY PLAN:

A Vacant Building Property Plan (See Appendix C) shall be submitted as an attachment to this registration form. The property plan shall include information on building maintenance and plan for reoccupancy. If there are any changes to the property plan, the City of Newton must be submitted electronically to the City for approval. See Appendix D for resources.

Schedule of Fees

	Residential	Commercial	Industrial
Year 1			
Renewal Registration Year 2-4			
Renewal Registration Year 5+			
Late Registration Fee			
Inspection Fee			
No-Show Inspection Fee- Tripled			

VACANT BUILDING FEE TOTAL: \$ _____

INSURANCE:

Proof of insurance coverage for the property including the following minimum amounts:

1. \$100,000 in general Liability Coverage, and
2. Fire and Casualty Coverage for all structures equal to no less than their assessed value, as determined by the Jasper County Assessor, and the applicant's insurance provider, or a minimum of \$50,000, or
3. If insurance is not able to be obtained, a Bond in the amount of \$50,000 can be secured in the City's favor to ensure all structures on the property can be properly demolished and removed in the event of destruction without taxing public resources.

Print Applicant Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

Applicant must notify the City of any changes in information supplied as part of this Vacant.

DOCUMENTS CHECKLIST:

- ☐ Additional Owners and Lien Holder List (if applicable)
- ☐ Property Plan
- ☐ Proof of Insurance
- ☐ Inspection Report (if applicable)

You may return this registration by mail or in person to the Newton Fire Department (410 S. 2nd Ave. W.) for vacant commercial or industrial buildings or to the Newton Community Development Department (303 W. 4th St. N., Ste. 501) for vacant residential buildings.

FOR OFFICE USE ONLY

Date Submitted: _____

Date Paid: _____

Fee Received: _____

Receipt #: _____

File #: _____

City of Newton

Vacant Building Program

Appendix B: Maintenance Checklist

All vacant buildings within the City of Newton must be regularly inspected according to the schedule defined in the Administration Policy. The checklist herein is a simplified summary of items the owner must comply with and it will be reviewed during the inspection process. This document should be understood as general guidance for the Vacant Building Program and should not be construed as a legally binding code. More information and references can be reviewed within the Newton Municipal Code Chapter 150: *Building Regulations; Construction* and/or additional information can be requested from the City of Newton.

Appearance

All vacant buildings must be so maintained and kept that they appear to be occupied. Examples may include any effort to prevent unwanted attention or entry such as:

- ☐ Block views into windows from the inside;
- ☐ Fix or replace a broken window, door, etc.

Securing

All vacant buildings must be secured from outside entry by unauthorized persons or pests:

- ☐ Security must be ensured by using normal building amenities such as windows and doors having adequate strength to resist intrusion.
- ☐ All doors and windows must remain locked.
- ☐ There shall be at least one operable door into every building and into each housing unit.
- ☐ No doors shall be chained, barred, or barricaded from the inside, unless marked from the exterior as "THIS DOOR IS BLOCKED." The sign shall consist of letters having a principal stroke of not less than ¼ inch (19.1 mm) wide and not less than 6 inches (152 mm) high.
- ☐ Exterior walls and roofs must remain intact without holes.
- ☐ Boarding the building up for future repair shall not extend beyond one year, unless approved by the City. Such boarding shall comply with the standards established by the 2015 ICC International Property Maintenance Code.
- ☐ Emergency Securing. The City may take steps to immediately secure a vacant building at its discretion in emergency circumstances.

Fire Safety

- ☐ *Fire Protection Systems.* Owners of vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain

regular monitoring of all fire safety systems including smoke detection and fire sprinkler/suppression systems.

- ☐ *Removal of Hazardous and Combustible Materials.* The owner of any vacant building, or vacation portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

Utilities

- ☐ *Termination of Utilities.* The City may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected.
 - ☐ Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the City.
 - ☐ Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building Property Plan.
 - ☐ The City may authorize immediate termination of utilities at its discretion in emergency circumstances.
- ☐ *Electrical.* Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes must be repaired, removed, or the electrical services terminated to the building in accordance with applicable codes.
- ☐ *Fixtures.* Utility fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with all applicable codes and must be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by the applicable codes. The building's water systems must be protected from freezing.
- ☐ *Heating.* Heating facilities or heating equipment in vacant buildings must be removed, rendered

inoperable, or maintained in accordance with all applicable codes.

- **Lighting.** All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

Exterior Maintenance.

- The owner must comply with all applicable property maintenance regulations and City Codes including, but not limited to, the following:
 - **Public Nuisances.** The owner must eliminate any activity on the property that constitutes a public nuisance, as defined by Chapter 94 of the City Code.
 - **Grass and Weeds.** Any weeds or grass must not exceed the maximum allowed height established by Chapter 94 of the City Code.
 - **Snow Removal.** Snow from sidewalks shall be cleared within 24 hours in accordance with Chapter 94 of the City Code.
 - **Exterior Structure Maintenance.** Owners must maintain vacant buildings, accessory structures, and the premises upon which they are located in compliance with this Vacant Building Program and as deemed necessary by the City.
 - **Abandoned or Junk Vehicles.** The owner must remove abandoned and junk vehicles from the property. The City may impound such vehicles in accordance with the requirements of Chapter 94 of the City Code.
 - **Storage and Disposal of Refuse.** The owner or responsible party of any vacant building, or vacant portion thereof, must remove all garbage, trash, rubbish, bottles, cans, or other refuse from the vacant building and the premises upon which the vacant building is located. Any storage and disposal of refuse must comply with the requirements of Chapter 94 of the City Code.
 - **Animals.** The owner must ensure that all animals are removed from the property and handled in a humane manner.
 - **Diseased, Dead, or Hazardous Trees.** No owner or responsible party shall permit any tree or material as defined in Chapter 94.05 (H) of the City Code to remain on the premises.
 - **Abandoned Pools.** Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied. Swimming pools must be properly enclosed in accordance with Chapter 152 or the City Code.

- **Signage.** Abandoned, obsolete, or unused exterior signs and associated installation hardware must be removed. Holes and penetrations must be properly patched and painted to match the building. Surfaces beneath the signs that do not match the building must be repaired, resurfaced, painted, or otherwise altered to be compatible with the building surfaces. Permitted signage must be maintained in good condition and in compliance with Chapter 158 of the Newton City Code. Signage may be placed on the property in accordance with the adopted Sign Code.

Loitering, Criminal Activities. Loitering or engaging in criminal activities is not allowed in the vacant building or on the premises upon which the vacant building is located. The owner or responsible party must not allow these activities and must take immediate actions to eliminate these conditions once notified by the City.

Vandalism or Removal of Items Prohibited. No person may vandalize or remove items from a vacant building or the premises upon which it is located, including, but not limited to, appliances, fixtures, electrical wiring, copper, or other similar items without the owner's consent.

No Occupancy or Trespass. No person may trespass, occupy or reside, on a temporary or permanent basis, within any vacant building that is deemed unfit for occupancy and without the owner's consent.

Emergency Abatement. The City may authorize immediate abatement of any public nuisance or maintenance item if, at the discretion of the City, emergency circumstances exist that present an imminent threat to the public health and safety.

Other Codes. The Owner is responsible for ensuring the vacant building and premises complies with all other City Codes and applicable regulations. This is including, but not limited to, the Nuisance Code – Chapter 94, the Building and Construction Code – Chapter 150, Swimming Pools – Chapter 152, and the Zoning Code – Chapter 158.



Newton

City of Newton Vacant Building Program *Appendix C: Property Plan Form*

Address of Vacant Building: _____

Date building became vacant: _____ Expected timeframe of vacancy: _____

Residential: ☐ Commercial: ☐ Industrial: ☐

_____ Name of Owner	_____ Mailing Address	_____ Telephone	_____ Email
_____ Name of Manager (if applicable)	_____ Mailing Address	_____ Telephone	_____ Email

Timeframe for Restoration and Use (based on inspection):

Violation:	Repair (include Permit No. if applicable):	Expected Completion Date:

Timeframe for Demolition, if applicable:

Demolition Permit No.:
Demolition & Site Restoration Expected Completion Date:

Building and Property Maintenance*:

Description:	Schedule & Responsible Party:
Site Clean Up	
Lawn Care	
Snow Removal	
Security System (if applicable)	
Fire Suppression System (if applicable)	
*A single notice from the City to the Owner notifying them about abatement being completed until they correct any violations will be sufficient.	

Re-Occupancy Plan (steps to be achieved before re-occupancy or intended future use):

The plan must identify the means and timetable for addressing re-occupancy. Actions intended either through the owner's action or through the actions of a licensed agent or resources referenced in Appendix D Resource Guide

Plan Actions – Lease, Sell, Find Business, etc.	Initiation Date	Projected Re-occupancy Date

Applicant being duly sworn, deposes and states that he/she is authorized and empowered to make affidavit for the owner, who makes the accompanying application; that the application is true and contains a correct description of the proposed Property Plan. Subject to all applicable rules and regulations. Application for

Print Applicant Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

registration is herewith made.

DOCUMENTS CHECKLIST:

- ☐ Vacant Building Registration Form
- ☐ Inspection Report
- ☐ Permit Applications, as required

You may return this Property Plan by mail or in person to the Newton Fire Department (410 S. 2nd Ave. W.) for vacant commercial or industrial buildings or to the Newton Community Development Department (303 W. 4th St. N., Ste. 501) for vacant residential buildings. Changes to your property plan shall be emailed to the City of Newton at bethanyh@newtongov.org or danag@newtongov.org within 30 days of the change.

FOR OFFICE USE ONLY

Date Submitted: _____

Date Paid: _____

Fee Received: _____

Receipt #: _____

File #: _____



City of Newton Vacant Building Program *Appendix D: Resource Guide*

This list of local resources is provided to assist owners of vacant buildings in making the most appropriate decision for their property. Whether that is rehabilitating the building for re-occupancy or pursuing demolition and redevelopment, the City aims to help owners in their efforts to achieve compliance with the applicable codes and regulations.

City of Newton Economic Development

Craig Armstrong, Economic Development
Specialist
303 West 4th Street North, Suite 501
Newton, Iowa 50208
641-792-6622

Newton Main Street

Erin Yeager, Executive Director
303 West 4th Street North, Suite 509
Newton, Iowa 50208
641-791-9617

Newton Development Corporation

Frank Liebl, Executive Director
403 West 4th Street North, Suite 210
Newton, Iowa 50208
641-787-8210

Newton Housing Development Corporation

Bruce Showalter, Housing Director
PO Box 102
Newton, Iowa 50208
641-521-6031

Newton Chamber of Commerce

403 West 4th Street North, Suite 101
Newton, Iowa 50208
641-792-5545

ISU Extension

Community and Economic Development
2321 North Loop Drive, Suite 121
Ames, Iowa 50010-8664
extced@iastate.edu
515-294-8397

State of Iowa Historic Preservation Office

600 E Locust Street
Des Moines, IA 50319
515-281-5111

Iowa Economic Development Authority

1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315 USA
515.348.6200
info@iowaeda.com



City of Newton Vacant Building Program

Appendix E: Appeal Form

Fee: \$0

Name of Applicant	Mailing Address	Telephone	Email
Name of Owner	Mailing Address	Telephone	Email
Name of Agent	Mailing Address	Telephone	Email

Location of Premises Affected by this Appeal: _____

Date of Last Inspection: _____

Violation Appealed – Please describe the violation noted by the inspector and/or City Staff and your reasons for appealing the interpretation of the Newton Code of Ordinances or Administration Policy. Please attach any additional documents, such as pictures or independent reviews.

The Board is requested to grant appeal from City Staff's application of Sec. _____

of the Newton City Code and/or Vacant Building Administration Policy for the following reasons:

I understand that this appeal will be sent to the City of Newton Building Trades Board for a ruling. I understand that I am expected to comply with this ruling. If I am unsatisfied with this ruling, I can file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board's decision. These hearings and rulings are not intended to debate changes to the Newton Code of Ordinances, but rather to provide a ruling or interpretation of existing code or policy.

Name (Printed): _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Appeal Received By: _____

Building Trades Board Hearing Date: _____

Building Trades Board Ruling (Circle):

(Overturned / Upheld)

City of Newton Council Report

**Item:**

Resolution on Vacant Building Fees

Summary:

Schedule of fees for the Vacant Building Ordinance and Policy

Financial Impact:

Cost Recovery

Report Number: 2024-355

Date:

June 3, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The administration of a Vacant Building Ordinance and Vacant Building Policy will have associated costs to the City. It is desirable to off-set the added costs through a fee schedule for the program. The attached resolution adopts a fee schedule as proposed by Councilperson Dalton.

Alternatives:

- One alternative would be to not adopt any fees related to the program, which is not recommended by City Staff.
- A second alternative would be to adopt a less aggressive fee schedule, which would off-set some, but likely not all, of the costs incurred in administering the program.

Schedule of Fees- Alternative Option

	Residential	Commercial	Industrial
Year 1	\$100.00	\$200.00	\$200.00
Renewal Registration Year 2-4	\$100 + \$25 x Number of Years Vacant	\$200+ \$50 x Number of Years Vacant	\$200 + \$50 x Number of Years Vacant
Renewal Registration Year 5+	\$100 + \$50 x Number of Years Vacant	\$200+ \$100 x Number of Years Vacant	\$200 + \$100 x Number of Years Vacant
Late Registration Fee	\$50.00	\$100.00	\$100.00
Inspection Fee	\$75.00	\$200.00	\$300.00
No-Show Inspection Fee- Tripled	\$75.00	\$200.00	\$300.00

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2024-_____

RESOLUTION ADOPTING THE VACANT BUILDING FEE SCHEDULE

WHEREAS, the City of Newton has adopted a Vacant Building Ordinance and Vacant Building Administrative Policy with the intended purpose to maintain the built environment; protect the health, safety and welfare of the general public; and discourage vacancy to help prevent crime, dilapidation, infestation of vermin and blight in neighborhoods; and

WHEREAS, the costs incurred by the City of Newton for the administration, registration, planning, monitoring, and inspections as specified by the Vacant Building Ordinance and Vacant Building Administrative Policy shall be off-set by fees; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the Vacant Building Fee Schedule as found in Attachment “A” is approved.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

ATTACHMENT A.

Schedule of Fees			
	Residential	Commercial	Industrial
Year 1	\$250.00	\$1,000.00	\$1,000.00
Renewal Registration Year 2-4	\$250 x Number of Years Vacant	\$1,000 x Number of Years Vacant	\$1,000 x Number of Years Vacant
Renewal Registration Year 5+	\$500 x Number of Years Vacant	\$2,000 x Number of Years Vacant	\$2,000 x Number of Years Vacant
Late Registration Fee	\$125.00	\$500.00	\$500.00
Inspection Fee	\$75.00	\$200.00	\$300.00
No-Show Inspection Fee- Tripled	\$225.00	\$600.00	\$900.00

City of Newton Council Report

**Item:**

Resolution directing publication of notice of intent to fill the Ward 4 vacancy by appointment

Summary:

This action sets forth the intent and timeline for appointing the vacant Ward 4 Council seat

Financial Impact:

None

Report Number: 2024-492

Date:

June 3, 2024

Lead Department:

Administration

Recommendation:**Background:**

Ward 4 Council member Vicki Wade has provided a written notice of resignation from City Council as of June 19, 2024.

As allowed by Iowa Code Section 372.13(2)(a), City Council may choose to fill the vacancy by appointment. The attached resolution directs staff to publish a notice of intent to fill the Ward 4 seat by appointment, which will be vacant on the City Council.

Interested parties must submit their name, address, phone number, and brief biographical information to Katrina Davis, City Clerk at City Hall, 101 W 4th St S., no later than 12:00 pm on June 21, 2024.

Set forth below is a table with proposed dates.

	Timeline
Vacancy	June 20
Notice of Intent Published	June 11 (Tue.)
12:00 pm Deadline for	June 21 (Fri.)
Interested Parties	
Appointment	July 1 (Mon)

Alternatives:

1. The council could choose to hold a special election.
2. The council could choose to delay this decision to a subsequent meeting. However, according to Iowa law, the deadline to fill the vacancy by appointment is no later than August 18, 2024.

Recommendation:

Staff recommends adopting the Resolution.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENT
TO FILL THE WARD 4 VACANCY BY APPOINTMENT**

WHEREAS, there will be a vacancy on the City Council from the Ward 4 seat after June 19, 2024; and

WHEREAS, the City Council has determined it will fill the at large vacancy by appointment, as allowed by Iowa Code Section 372.13(2)(a); and

WHEREAS, Iowa Code Section 372.13(2)(a) requires a notice be published at least four but no more than 20 days before the appointment is scheduled to occur; and

WHEREAS, the deadline to fill the vacancy is no later than August 18, 2024; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City Clerk is directed to publish the following notice on June 11, 2024:

**NOTICE OF NEWTON CITY COUNCIL INTENT
TO FILL WARD 4 CITY COUNCIL VACANCY BY APPOINTMENT**

Pursuant to Iowa Code Section 372.13(2)(a), the City Council of Newton, Iowa provides notice of its intent to fill the at large vacancy on the City Council by appointment. Said appointment shall take place after the publication of this notice and not before June 19, 2024, nor after August 18, 2024. The electors of the city have the right to file a petition with the City Clerk requiring that the vacancy be filled by a special election, as set forth in Iowa Code Section 372.13(2)(a)(2).

Interested parties must submit their name, address, phone number, and brief biographical information to Katrina Davis, City Clerk at City Hall, 101 W 4th St S, not later than 12:00 pm on June 21, 2024.

PASSED this _____ day of June 2024.

APPROVED this _____ day of June 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk