



Newton City Council Agenda

June 17, 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

Presentation

2. Newton Community Theatre Update - Sue Beukema

Citizen Participation

3. 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

4. June 3, 2024, Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Hy-Vee Market Cafe-LC0041009, 1501 1st Ave E Market Cafe Area, Class C Retail Alcohol License; Fore Seasons Sports Bar, Special Event July 27th, 600 North 2nd Avenue West, Class C Retail Alcohol License; Levy @ Iowa Speedway- LC0050765, 3333 Rusty Wallace Drive, Class C Retail Alcohol License, Expansion of licensed areas; Lucky Wife Wine Slushies, 1110 E 10th St N, June 21st Special Class C Retail Alcohol License; Hy-Vee Indy Pop Up Shop1, 3333 Rusty Wallace Drive, 14 Day Special Class C Retail Alcohol License; Hy-Vee Indy Pop Up Shop2, 3333 Rusty Wallace Drive, 14 Day Special Class C Retail Alcohol License
6. Approve 2024 - 2025 Cigarette/Tobacco/Nicotine/Vapor License for Shop N Save, 404 S 11th Ave W
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-06)
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-05)

9. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area
10. Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area
11. Resolution approving an agreement with the Newton YMCA for Fiscal Year 2025
12. Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2025
13. Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2025
14. Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2025
15. Resolution Setting a Date for a Public hearing on the FY25-FY29 Capital Improvement Plan (CIP)
16. Resolution awarding contract for the W 8th St N Bridge Approach Replacement Project
17. Resolution awarding the purchase of self-contained breathing apparatus harnesses and equipment
18. Resolution awarding the purchase of firefighter's personal protective equipment
19. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 Streetscape Improvement Project
20. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 HMA Resurfacing Project
21. Approve Bills

Public Hearing

22. Public Hearing approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Pavement Rehabilitation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant
 - This Airport Pavement Rehabilitation project was identified as a top priority in the Airport Improvement Plan, as portions of the runway, taxiway, and apron are deteriorating.
 - The City's Airport Engineering Consultant, Kirkham Michael, prepared construction plans and specifications for the project, and bids were received on June 11, 2024.
 - Staff recommends that the City award a contract to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, for the base bid plus the alternate bid, contingent upon the receipt and approval of a Federal Aviation Administration funding assistance grant for said project.

23. Resolution approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Pavement Rehabilitation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant.
24. Public Hearing on resolution approving the purchase agreement for real property at 315, 319, and 321 East 8th Street South Newton, Jasper County, Iowa
 - In April, City Council approved a purchase agreement for the subject property to VL Construction.
 - As part of the closing process, it was deemed desirable to republish the notice and hold a new public hearing on the sale with a consolidated and corrected legal description. This action accomplishes that end.
 - No changes to the purchase agreement have been made.
25. Resolution approving the purchase agreement for real property at 315, 319, and 321 East 8th Street South Newton, Jasper County, Iowa
26. Public Hearing on Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area
 - The City Council of the City of Newton, Iowa has created the 2019 Sports Entertainment Urban Renewal Area and has approved an urban renewal plan. Chapter 403 of the Code of Iowa requires that, before a City approves or amends any urban renewal projects within an urban renewal area, a City must amend the existing Urban Renewal Plan to include the new or amended project.
 - The Developer has requested a substantial increase in the minimum assessment of the property, thus increasing the amount of property taxes eligible for rebate. An amendment to the Plan has been prepared which includes increasing the amount of the property tax rebates to the Developer.
27. Resolution to Approve an Urban Renewal Plan Amendment for 2019 Sports Entertainment Urban Renewal Area
28. Public Hearing on Approval of an Amended Development Agreement with The Circle Development, LLC, Including Annual Appropriation Tax Increment Payments
 - As the project continues to move forward through the development process, it is necessary to amend the previously approved development agreement increasing the minimum assessment to \$36 million, which affects the total value of the tax rebate per the approved schedule.
 - The development is committed to the construction of a \$60 million softball facility which includes indoor and outdoor field space.
 - No other changes to the development agreement are proposed.

29. Resolution Approving an Amended Development Agreement with The Circle Development, LLC Including Annual Appropriation Tax Increment Payments

Ordinance

30. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600 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. Second 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.
32. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 53: Stormwater Utility
- At the October 19, 2020, City Council Meeting, the Newton City Council approved the creation of a Stormwater Utility Ordinance, which was the result of the City of Newton's need for funds to be dedicated to the sole purpose related to stormwater activities.
 - The ordinance established the Equivalent Residential Unit (ERU) of Four Thousand (4,000) square feet of impervious area as the official unit of measurement and an initial ERU rate of \$4.00. The ERU rate increased to \$4.25 on July 1, 2022 and to \$4.50 on July 1, 2023.
 - The initial ordinance did not include additional rate increases after July 1, 2023, and no increase is planned for July 1, 2024.
 - Staff recommends increasing the ERU rate by 5% on July 1st of each year for the next five years starting on July 1, 2025. Six

other alternative proposals have been provided in the Council Packet for City Council's consideration.

Resolution

33. Resolution amending the City of Newton Employee Handbook
- During union negotiations, longevity was modified in all union contracts to be consistent with one another. This resolution amends the non-bargaining longevity scale to match the unions.
 - Staff requested a review of the current vacation accrual schedule and asked that it be more consistent with Police and Fire accruals. This resolution amends the non-bargaining vacation accruals and cleans up language for the Department Directors, and Fire and Police Supervisory personnel.
 - These changes would be effective July 1, 2024.
34. Resolution Approving A Contract For Professional Community And Economic Development Services With The Newton Development Corporation For Fiscal Year 2024-2025
- The approved City budget for Fiscal Year 2024-25 includes a \$77,000 allocation to the Newton Development Corporation (NDC), which is sourced from various TIF funds within the City of Newton, and \$37,000 in Hotel-Motel Tax funds.
 - In order to meet the City Code requirements, a contract has been drafted to spell out the scope of services that NDC will provide to the City.

Discussion

35. Golf Fees

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
JUNE 3, 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.

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

Tiffany Thomas, 2108 N 3rd Ave E spoke regarding sewer backups from the storm. Jim Knudson, 624 E 17th St N, spoke regarding disk golf in Maytag Park and asked for additional holes. Donna Stumie, 401 E 10th St S, spoke about pets not being taken care of and aggressive behavior by pet owners.

Consent Agenda

Moved by Hallam, seconded by Ervin to approve consent agenda items 3-24. AYES: Six. NAYS: None. Consent Agenda was adopted.

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
Resolution 2024-183 adopted.

8. Resolution Authorizing Fund Transfers in FY 24/25
Resolution 2024-184 adopted.

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
Resolution 2024-185 adopted.

10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-05)
Resolution 2024-186 adopted.

11. Resolution approving an engineering services agreement for the Aurora Park Tennis Courts Project
Resolution 2024-187 adopted.

12. Resolution accepting completion of the City of Newton Roof Replacement Project 2023-01 - Parks
Resolution 2024-188 adopted.

13. Resolution approving change order #1 for the W 6th St S Widening and Overlay Project
Resolution 2024-189 adopted.

14. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-02
Resolution 2024-190 adopted.
15. Resolution approving a Project Services Agreement for the Public Works Community Development Wash Bay Project
Resolution 2024-191 adopted.
16. Resolution approving an emergency storm culvert purchase for the Newton Sanitary Landfill
Resolution 2024-192 adopted.
17. Resolution granting a permanent ingress/egress easement to Taldoe Timber LLC
Resolution 2024-193 adopted.
18. Resolution granting a permanent ingress/egress easement to Generational Acres LLC
Resolution 2024-194 adopted.
19. Resolution Approving a Letter of Support for the DMACC Newton Campus Legacy Plaza Greenspace Project
Resolution 2024-195 adopted.
20. Resolution approving an amendment to a Professional Services Agreement for updates to the planning documents for the Westwood Clubhouse Replacement Project
Resolution 2024-196 adopted.
21. Resolution approving the purchase and upfit services for two 2024 Ford Police Interceptor SUVs
Resolution 2024-197 adopted.
22. Resolution awarding the purchase of a thermal imaging camera and accessories
Resolution 2024-198 adopted.
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
Resolution 2024-199 adopted.

24. Approve Bills

Public Hearing

25. Public Hearing on a Resolution Approving the Third Budget Amendment for Fiscal Year 2023-2024
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Wade, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
26. Resolution Approving the Third Budget Amendment for Fiscal Year 2023-2024
Moved by Mills, seconded by Wade to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-200 adopted.

Ordinance

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
Moved by Dalton, seconded by Simbro to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Dalton, seconded by Wade, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2445 was adopted.
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
Moved by Ervin, seconded by Hallam to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Ervin, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2446 was adopted.
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
Moved by Dalton, seconded by Simbro to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Dalton, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2447 was adopted.
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

Moved by Dalton, seconded by Hallam to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

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

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

Resolution

32. Resolution Adopting The Vacant Building Administrative Policy

Moved by Dalton, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-201 adopted.

33. Resolution on Vacant Building Fees

Moved by Dalton, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-202 adopted.

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

Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-203 adopted.

Staff Report

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

Rhone spoke about all the infiltration into the sanitary sewer system. There are 94 miles of sewer lines in the city as well as 94 miles of private connections. Many of the private connections are leaking infiltration into the system. Even if the city would seal 100% of the city's lines, it would still solve only 50% of the issues due to private issues. Rhone suggested that when a home is sold, it is inspected for illegal sump pump connections to the sanitary sewer. The city provides a grant program up to \$3000 of actual costs for installation of a sump pump, removal of a prohibited discharge, and removal and replacement of faulty sewer service lateral. The National League of Cities (NLC) offers a service line warranty program to help residents avoid out-of-pocket expense for unanticipated and costly service line repairs and replacements. Grife spoke about looking at a rate increase on the stormwater fee to help alleviate the water backup in the streets during a large rain event. There is a project index map indicating a schedule of stormwater repair projects that are currently estimated at \$16.96 Million. There is also a proposal to build a regional retention basin near Walgreens. Individual projects will be prioritized. Staff recommends approving a 5% rate increase yearly for five years.

Mayor/Council Comments

36. Mayor and Council Comments

Mills indicated that his heart goes out to all those impacted by the floods. He asked that neighbors be responsible and respectable regarding taking care of their trees to reduce damage to other peoples' property and the utilities. Hallam announced all the events for the coming weekend, including Newton Fest and Alumni weekend. Ervin spoke regarding the ribbon cutting events for the Maytag Pool and the Pickleball Courts. There were so many excited people ready to play pickleball as soon as the ribbon cutting was done. George expanded on the events happening the rest of the week including the farmers market, food trucks, a safety fest, and free concerts.

Adjourn

Moved by Hallam, seconded by Mills to adjourn the meeting at 7:19 P.M. Motion unanimously carried by voice vote.

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. 24-06)

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: \$2,153.43

Report Number: 2024-564

Date:

June 17, 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. 24-06)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-06: 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 24-06: 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 24-06: 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 24-06: 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
Randy Cline	835426029	701 E 24th St S	Newton	\$85,640	\$120.00	\$75.00	\$195.00	AURORA HEIGHTS SD LOT 14 BLK O	5/3/2024
Alika Lynn	833283023	702 S 5th Ave W	Newton	\$88,930	\$60.00	\$75.00	\$135.00	WEST NEWTON LOTS H & J BLK D	5/3/2024
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$103,140	\$60.00	\$75.00	\$135.00	WOODROW'S SD LOT 11 BLK 3	5/7/2024
Rebecca Ridenour	834178010	314 S 2nd Ave E	Newton	\$76,120	\$60.00	\$75.00	\$135.00	ORIGINAL PLAT LOT 7 BLK 23 & E 1/2 VAC ALLEY(132'X8.25') ABUTTING W SIDE LOT	5/3/2024
Ringgenberg Rentals LLC	833433011	603 W 5th St S	Newton	\$97,640	\$90.00	\$75.00	\$165.00	W C GUNNS SD LOT 1	5/7/2024
Robert Spinney	826352024	601 E 13th St N	Newton	\$83,910	\$60.00	\$75.00	\$135.00	EMERSON HOUGH PLACE LOT 12 BLK B	5/7/2024
York Properties of Monroe County LLC	835177004	1803 1st Ave E	Newton	\$1,091,920	\$180.00	\$75.00	\$255.00	RITTER'S SD 35-80-19 LOT 5	5/6/2024
AC Capital LLC	827453041	709 E 8th St N	Newton	\$155,790	\$90.00	\$75.00	\$165.00	SWALLOW'S SD LOT 4	5/8/2024
Donald & Phyllis Beck	835431010	2409 S 8th Ave E	Newton	\$51,260	\$218.43	\$75.00	\$293.43	NEWTON AURORA HEIGHTS SDAURORA HEIGHTS SDLOT 10 BLK N	5/10/2024
Jeff Braaksma	834189017	320 E 4 1/2 St S	Newton	\$2,480	\$60.00	\$75.00	\$135.00	DAVIS SD OF OUTLOT 21 N 1/2 VAC ALLEY ADJ ON S OF LOT 19	5/14/2024
Manuel Hidanovic	834276022	306 E 8th St S	Newton	\$39,260	\$60.00	\$75.00	\$135.00	EASTSIDE SD W 111' 10" LOT 2	5/14/2024
Ruth Kelly	826302017	807 E 12th St PI N	Newton	\$150,030	\$60.00	\$75.00	\$135.00	EMERSON HOUGH PLACE NO. 2, LOT 7 BLK J	5/14/2024
Dale Mahoney	834205003	715 N 3rd Ave E	Newton	\$61,120	\$60.00	\$75.00	\$135.00	EAST ADD W 66' LOT G SD LOT 14	5/14/2024
TOTAL:							\$2,153.43		

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-05)

Summary:

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

Financial Impact:

Cost Recovery: \$2,126.53

Report Number: 2024-565

Date:

June 17, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,126.53.

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

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-05).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-05)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner’s failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 24-05 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-05, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on July 3, 2024, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of 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 a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the McCann Housing Associates, LP Property According to the Approved Development Agreement

Report Number: 2024-521**Date:**

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$21,676.89 property tax rebate from the McCann Urban Renewal TIF Fund

Background:

The City of Newton entered into a development agreement in March of 2018 with McCann Housing Associates, LP on the property located at 1105 East 12th Street South within the McCann Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by McCann Housing Associates, LP in Fiscal year 23/24.

McCann Housing Associates, LP has provided documentation that the property taxes for the second half of fiscal year 2023-2024 have been paid in the total amount of \$25,520.00 and is eligible to receive a 100% TIF rebate of \$21,676.89.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to McCann Housing Associates, LP for the second half of the 23/24 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024- _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE MCCANN HOUSING ASSOCIATES, LP PROPERTY LOCATED WITHIN THE MCCANN URBAN RENEWAL AREA

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

WHEREAS, a Development Agreement with McCann Housing Associates, LP was entered into in March of 2018 on the property located at 1105 East 12th Street South within the McCann 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 its property taxes for the second half of fiscal year 2023-2024 in the total amount of \$25,520.00 and is eligible to receive a 100% TIF rebate of \$21,676.89;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with McCann Housing Associates, LP a property tax rebate for the second half of fiscal year 2023-2024 taxes in the amount of \$21,676.89 is hereby approved.

PASSED this 17th 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 Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area

Summary:

Resolution Approving Property Tax Rebate to the Lion Development Group, LLC Property According to the Approved Development Agreement

Financial Impact:

\$30,204 Property Tax Rebate from the North Central Urban Renewal TIF Fund

Report Number: 2024-589

Date:

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in June of 2018 with Lion Development Group, LLC and amended this agreement in January of 2020 and March of 2021 on the property located at 320 W 3rd St N within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Lion Development Group, LLC in Fiscal year 23/24.

Lion Development Group, LLC has provided documentation that the second half of property taxes in the amount of \$35,543 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 \$30,204.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Lion Development Group, LLC for the second half of the 23/24 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
LION DEVELOPMENT GROUP, LLC PROPERTY LOCATED 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 Lion Development Group, LLC was entered into in June of 2018 and Amended in January of 2020 and March 2021 on the property located at 320 West 3rd Street North 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 its property taxes for the second half of fiscal year 2023-2024 in the total amount of \$35,543 and is eligible to receive a 100% TIF rebate of \$30,204;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with Lion Development Group, LLC, a property tax rebate for the second half of fiscal year 2023-2024 taxes in the amount of \$30,204 is hereby approved.

PASSED this 17th 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 an agreement with the Newton YMCA for Fiscal Year 2025

Summary:

Annual Contract between the City and Newton YMCA. Funding aligns with the budget allocation determined by City Council.

Financial Impact:

\$18,000 from Local Option Sales Tax

Report Number: 2024-548

Date:

June 17, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City of Newton has adopted Envision Newton 2042 as the comprehensive plan for the community, with said plan identifying community health and quality of life as desired outcomes for the community. The services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, Envision 2042.

City Staff prepared an agreement that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton, mainly in the parks and recreation areas.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING AN AGREEMENT WITH THE NEWTON YMCA
FOR FISCAL YEAR 2025

WHEREAS, the City of Newton has adopted Envision Newton 2042 as the comprehensive plan for the community; and

WHEREAS, *Envision Newton 2042* identifies community health and quality of life as desired outcomes for the community; and

WHEREAS, the services provided by the Newton YMCA serve a public purpose and align with the vision, strategic objectives and initiatives of the comprehensive plan, *Envision 2042*; and

WHEREAS, an agreement has been prepared that delineates the scope of benefits and/or services to be provided by the Newton YMCA, along with their cooperation and joint efforts with the City of Newton; and

WHEREAS, the Newton YMCA has signed said agreement which provides \$18,000 in funding to the YMCA in FY-2025; and

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached agreement for services with the Newton YMCA for Fiscal Year 2025 is hereby approved, with said funding paid from local option sales tax in accordance with the recently-approved FY-25 budget.

PASSED this ____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CITY OF NEWTON, IOWA and NEWTON YMCA AGREEMENT – FY-2025

This AGREEMENT entered into this ____ day of June, 2024, by and between City of Newton ("City"), an Iowa municipality located at 101 W 4TH St S, Newton, Iowa and the Newton YMCA, an Iowa not-for-profit corporation ("YMCA") located at 1701 S 8th Ave E, Newton, Iowa.

WHEREAS:

- A. The City and YMCA both address critical community needs by offering programs and services for all ages, abilities and income;
- B. The City and YMCA both strive to provide an inclusive and positive programming experience in youth sports; swimming; and health, wellness and other recreational programs;
- C. The City and YMCA believe that collaboration between the two organizations reduces duplication of services while creating a more efficient and effective way of developing youth, strengthening families, and promoting social connections in the community by leveraging each organization's strength;
- D. The YMCA owns the real property located at 1701 S 8th Ave E, Newton, Iowa;
- E. The City owns numerous parks and recreation sites, fields, and facilities throughout Newton (the "City Parks");
- F. The City believes that their support of the YMCA benefits the greater Newton area, and that a successful YMCA is a benefit for the public;
- G. The City intends to support the YMCA and its programs, all while working to supplement, but not compete with, the YMCA's offerings to the community.

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

- 1. **Recitals.** The Recitals set forth above are true and correct and are fully incorporated into the provisions of this Agreement.
- 2. **Acknowledgement.** The Parties acknowledge that the provisions of this Agreement are mutually beneficial and constitute necessary, good, and valuable consideration supporting the Parties' desires to support and grow each other's programs and offerings.
- 3. **Annual City Financial Contribution.** The City, upon approval of this agreement by the City Council, hereby allocate to the YMCA financial support in two installments: The first payment of \$9,000 to occur on or about July 15, 2024; and a second payment of \$9,000 to occur on or about January 15, 2025.

4. **Sharing and Coordination of Efforts and Facilities.** The following items shall be included as part of this Agreement:

- a. **City Facility Rental.** The City shall allow the YMCA to reserve and utilize City-owned park facilities and fields for YMCA leagues, events, or activities, excluding Maytag Pool and Westwood Golf Course, at no cost to the YMCA. Field prep, field painting fees, and the like are not waived. Requests to schedule these facilities shall be in writing to the Community Services Director's address below, and shall be received by the City no later than December 1st of each year. The City reserves the right to deny reservation requests based on the City's needs or event schedule, or other normally reoccurring community events planned for certain City locations or facilities. The YMCA shall staff and run all of their events at City facilities utilizing YMCA employees. All post-event clean-up work shall be the responsibility of the YMCA. Participants in these YMCA activities shall sign a waiver holding the City of Newton harmless from any claims resulting in injury, death, or other loss sustained while participating in a YMCA led event on City property.
- b. **Free Community Events.** The City and YMCA staff shall work to partner on up to two small events in the City park system annually, with each event open to the general public at no cost. Staffing and cost of these events shall be equally split between both parties. Both parties shall agree to each event's staffing, date, cost, etc.
- c. **Promotion of Events.** Both parties shall make an equal effort to cross-promote each other's events on social media and websites.
- d. **Swimming Pools.** With both parties owning and operating swimming pools, the cooperation of both parties to coordinate efforts in some manner is desired. Although no formal requirements are included in this Agreement, both parties shall commit to continued discussions and cooperation related to future pool items such as:
 - 1) Joint training sessions for lifeguard staff.
 - 2) Scheduling coordination of lifeguards by each party to support the staffing needs of the other's facility. (Lifeguards will be employed separately by each party).
 - 3) Recruitment of new lifeguards for both facilities.
 - 4) Shared indoor and outdoor programming, such as water aerobics classes or similar, in both pools.

5. **Term.** The term of this Agreement shall be for 12 months commencing on July 1, 2024 and continuing through June 30, 2025. The annual renewal period will open 90 days prior to the term expiration each year.

6. **Annual Report.** The YMCA must share an annual report or presentation with City Council documenting accomplishments, project status, quantitative or case study findings, any interim evaluation findings, utilization data, progress on implementing initiatives and policy, and administrative difficulties and solutions in the operations of the facility. The YMCA must share said report or presentation at least once each calendar year.

7. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach or violation.

8. **Notices.** Any notices required or permitted by this Agreement to be sent to the City shall be sufficient if transmitted by personal delivery or US mail, addressed to the City as follows:

City of Newton
Attn: Community Services Director
403 W 4th St N – Suite 501
Newton, IA 50208

with copy to:

City of Newton
Attn: City Administrator
101 W 4th St S
Newton, IA 50208

Any notices required or permitted by this Agreement to be sent to YMCA shall be sufficient if transmitted by personal delivery or US mail, addressed to the YMCA as follows:

Newton YMCA
Attn: Chief Executive Officer
1701 S 8th Ave E
Newton, Iowa 50208

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all of which, taken together, shall constitute one and the same instrument as if all parties hereto had executed the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart. A pdf or facsimile copy of any such counterpart shall be considered an original.
10. **No Waiver of Rights.** YMCA acknowledges that the City of Newton, by entering into this Agreement, does not waive any rights it may have as an Iowa municipality including, but not limited to, its full police power, its authority as the governing body of the citizens of the City of Newton, and its constitutional and statutory rights to sovereign immunity from suits to the full extent of the law.
11. **No Third-Party Beneficiaries.** The City and the YMCA hereby acknowledge that the provisions of this Agreement are intended to benefit only the entities executing this Agreement and that there is no intent to create or benefit any parties not signatory to this Agreement.
12. **Dispute Resolution.** The Parties acknowledge that the mutual commitments contained in this Agreement are intended to establish and grow a long-term working relationship between the City and the YMCA, which will require each party to act in good faith and fair dealing in order to accomplish the objectives of the Agreements and to render a high quality of public service to the citizens of Newton and the patrons of the YMCA. The parties further acknowledge that the Agreements will require cooperation between the parties, their employees, and volunteers, and that in the process of drafting this Agreement it is not possible to anticipate and resolve in advance all disagreements that may arise. In order to provide a framework for ensuring good faith and a process for resolution of unanticipated matters, the following commitments are agreed to:
- a. Each party shall inform the other at the earliest practicable time that a problem

has arisen that requires action on the part of the other party. Said communication may be initiated either in writing or by email, and shall be through the City's Community Services Director and the YMCA's CEO.

- b. Upon receipt of a notification of an issue, problem or an asserted or anticipated breach of an Agreement, the parties will arrange for authorized staff representatives to meet and confer as soon as possible, but no later than five (5) business days following said notification.
- c. If the resolution of the issue or problem requires the development of a procedure or protocol to be followed to avoid a recurrence, that procedure shall be developed and implemented immediately upon mutual consent to it.
- d. If the resolution of the issue or anticipated breach requires the expenditure of funds beyond the authority of the City's Community Services Director or the YMCA 's CEO to commit, the party bearing the responsibility to make the expenditure will advise the other party as promptly as possible regarding the action to be taken and the timetable required.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

CITY OF NEWTON:

By _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

NEWTON YMCA:

(Name, Printed)

By _____
Signature

Chief Executive Officer
Title

1701 S 8th Ave E
Street Address

Newton, IA 50208
City, State, Zip Code

Telephone

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2025

Summary:

Resolution Approving a Funding and Partnership Agreement with the United Way of Jasper County for Fiscal Year 2025

Financial Impact:

\$15,000 in FY25 as Budgeted from Local Option Sales Tax Funds

Report Number: 2024-558**Date:**

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the United Way of Jasper County outlines what services are expected in FY25 for the City's contribution of \$15,000 of Local Option Tax funds. The contract also requires the United Way of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the United Way of Jasper County for Fiscal Year 2025.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE UNITED WAY OF JASPER COUNTY FOR
FISCAL YEAR 2025**

WHEREAS, the City of Newton (City) wishes to provide funding to the United Way of Jasper County in Fiscal Year 2025; and

WHEREAS, during the FY25 budget process, the city council allocated \$15,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires the United Way to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2025 with the United Way of Jasper County is hereby approved.

PASSED this 17th day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the _____ day of _____, 2024, between the City of Newton, IA (Funder) and United Way of Jasper County, an Iowa not-for-profit agency located at 312 1st Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes health and human service programming; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2024, through June 30, 2025:

- A. Funding health and human service programs serving only Jasper County residents through a grant process;
- B. Ensuring funds received are distributed to programs meeting United Way guidelines, meet measurable objectives, and are distributed responsibly;
- C. Serve as a supporting agency in the wake of an emergency in the community;
- D. Additional Community Priority needs identified by United Way of Jasper County, and other services as needed;
- E. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$7,500 by July 15, 2024 and \$7,500 by January 15, 2025.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

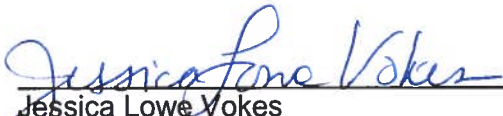
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

United Way of Jasper County

Evelyn George, Mayor



Jessica Lowe Vokes
United Way of Jasper
County Executive
Director
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2025

Summary:

Resolution Approving a Funding and Partnership Agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2025

Financial Impact:

\$5,000 in FY25 as Budgeted from Local Option Sales Tax Funds

Report Number: 2024-559**Date:**

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with the Retired & Senior Volunteer Program of Jasper County outlines what services are expected in FY25 for the City's contribution of \$5,000 of Local Option Tax funds. The contract also requires the Retired & Senior Volunteer Program of Jasper County to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Retired & Senior Volunteer Program of Jasper County for Fiscal Year 2025.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH THE RETIRED & SENIOR VOLUNTEER PROGRAM
FOR JASPER COUNTY FOR FISCAL YEAR 2025**

WHEREAS, the City of Newton (City) wishes to provide funding to the Retired & Senior Volunteer Program for Jasper County in Fiscal Year 2025; and

WHEREAS, during the FY25 budget process, the city council allocated \$5,000 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Retired & Senior Volunteer Program of Jasper County to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2025 with Retired & Senior Volunteer Program for Jasper County is hereby approved.

PASSED this 17th day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

General Services Agreement

THIS AGREEMENT entered into on the 10th day of June, 2024, between the City of Newton, IA (Funder) and the Retired and Senior Volunteer Program (RSVP) of Jasper County (Sponsored by Jasper County Agricultural Extension District: DBA- Iowa State University Extension & Outreach, Jasper County). An Iowa not-for-profit agency located at 550 N 2nd Avenue West, Newton, Iowa 50208 ("Contractor").

WHEREAS, Funder supports Contractor's efforts in providing many programs essential to the Newton community which includes the HEART Literacy program in Newton's elementary schools, the Tax Assistance Program, the Jasper County Ride Medical Transportation program; and additional Community Priority areas

WHEREAS, Funder is interested in providing financial support to this work to ensure resources are available; and

WHEREAS, Contractor is the designated Community Action Agency for the Funder's area tasked with providing said services.

NOW, THEREFORE, BE IT AGREED:

1. The Contractor shall provide the following services to Funder in Contractor's facilities for a period extending from July 1, 2024, through June 30, 2025:

- A. Tax assistance for members of the community who cannot pay for professional tax consultants and would have difficulty filing their own returns.
- B. Provide transportation services to elderly, low-income, disabled, and veterans to vital appointments such as doctor visits and treatments for chronic diseases.
- C. Additional Community Priority needs identified by the RSVP Program, and other services as needed.
- D. Contractor will report on the status of services to City Council at least annually with a summary of households receiving assistance.

2. The Contractor shall be paid for the above described services as follows: \$5,000 by July 15, 2024.

3. This contract may be terminated for the following reasons with only a time-based prorate portion deemed due and payable to Contractor:

- a. Unsatisfactory performance by the Contractor; or
- b. Without cause by written notification from one party to the other party with 30-day notice.

4. The Contractor shall indemnify, defend, save and hold the Funder, its officers, employees and agents, harmless from any claim or lawsuit occurring in the course of the Contractor's provision of services under this Agreement. Funder shall indemnify, defend, save and hold the Contractor, its officers, employees and agents, harmless from any claim or lawsuit arising out of or associated with Funder's actions related to this Agreement.

5. This Agreement contains the whole agreement of the parties and any modification thereof shall be in writing signed by the parties hereto. This agreement shall be in full force

and effect upon being executed by the parties hereto.

6. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between Funder and Contractor.

7. Contractor, at its sole expense, shall comply with all local, State and Federal laws and shall at its sole expense, obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. Contractor agrees to comply with all applicable federal, state, and local civil rights laws, specifically free from discrimination on the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, disability, familial status, or gender identity.

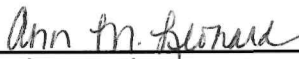
8. Notices required under this Agreement may be delivered by regular U.S. Mail or by certified mail, return receipt requested, delivered to the addresses below or via email.

In Witness Whereof, the parties hereto have caused this Agreement to be executed.

FUNDER City of Newton

Retired & Senior Volunteer Program of Jasper County

Evelyn George, Mayor



Ann Leonard
Council Chairperson
ISU Extension &
Outreach, Jasper
County
Newton, IA 50208

City of Newton Council Report

**Item:**

Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2025

Summary:

Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2025

Financial Impact:

\$35,521 in FY25 as Budgeted from Local Option Sales Tax Funds

Report Number: 2024-560

Date:

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

In order to remain in compliance with State code, the City of Newton should clearly document the public purpose of any non-profit that uses city funds. The attached agreement with Heart of Iowa Regional Transit Agency outlines what services are expected in FY25 for the City's contribution of \$35,521 of Local Option Tax funds. The contract also requires the of Heart of Iowa Regional Transit Agency to report to the City Council at an open meeting how these public funds have been used.

Recommendation:

Staff recommends approval of the attached Resolution approving a funding and partnership agreement with the Heart of Iowa Regional Transit Agency for Fiscal Year 2025.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A FUNDING AND PARTNERSHIP
AGREEMENT WITH HEART OF IOWA REGIONAL TRANSIT AGENCY
FOR FISCAL YEAR 2025**

WHEREAS, the City of Newton (City) wishes to provide funding to Heart of Iowa Regional Transit Agency in Fiscal Year 2025; and

WHEREAS, during the FY25 budget process, the city council allocated \$35,521 of Local Option Sales Tax to this organization; and

WHEREAS, the attached agreement outlines the services that will be provided with the funding from the City of Newton and also requires Heart of Iowa Regional Transit Agency to report to the City Council on how these funds have been spent,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That the attached agreement for fiscal year 2025 with Heart of Iowa Regional Transit Agency is hereby approved.

PASSED this 17th day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

**HEART OF IOWA REGIONAL TRANSIT AGENCY
FUNDING AGREEMENT WITH THE CITY OF NEWTON**

This Agreement is made and entered into by and between the Heart of Iowa Regional Transit Agency, a transit agency formed pursuant to Iowa Code Chapter 28E (“HIRTA”) and Newton, a municipal corporation formed under Iowa law (“City”).

WITNESSETH:

WHEREAS, HIRTA was created for the purpose of providing and promoting transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties; and

WHEREAS, City is located in one of HIRTA’s member counties; and

WHEREAS, the City and HIRTA desire to promote continued economic development within the community, and seek to promote economic development by making transportation services available to individuals who may otherwise not have the ability to travel to and from businesses within the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and HIRTA believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which HIRTA is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

- 1. TERM.** The term of this Agreement shall commence upon execution by both parties and continue through **June 30, 2025**.
- 2. REPORTS.** HIRTA agrees to submit an annual report to the City by October 1 of each of the years during the term of this Agreement, commencing July 1, 2024. The annual report shall identify the number of trips provided within the City for **fiscal year 2025**, and an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement.

- 3. SCOPE OF SERVICES.** The Services to be provided by HIRTA to the City include, but are not limited to:
- a. To identify and assess local and regional public transportation needs and changing conditions and to provide a forum of those changes.
 - b. To provide and promote transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties.
 - c. To solicit, accept and expend funds for the purpose set forth above and as authorized by HIRTA's 28E Agreement.
- 4. FUNDING FOR SERVICES.** In exchange for HIRTA's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to HIRTA being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide HIRTA with funding as follows:
- a. The Contractor shall be paid for the services described above as follows:
\$17,760.50 by July 15, 2024 and \$17,760.50 by January 15, 2025.
- 5. WAIVER OF WARRANTY.** HIRTA warrants and represents only that it will work diligently to perform the services required by this Agreement. HIRTA makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.
- 6. INDEMNIFICATION AND INSURANCE.** HIRTA shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, HIRTA shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless HIRTA and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 7. CONFLICT OF INTEREST.** HIRTA shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.
- 8. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

- 9. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently livered if made in writing and sent by first class mail or personal service to:

FOR THE CITY

Evelyn George, Mayor
City of Newton
101 W 4 St S
Newton, IA 50208

FOR HIRTA

Julia Castillo, Executive Director
2824 104th St.
Urbandale, IA, 50322

- 10. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay HIRTA a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then HIRTA shall return to the City the prorated portion of the advance payment for services not rendered before the termination.
- 11. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.
- 12. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and HIRTA.
- 13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.
- 14. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 15. NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint utility, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. NON-WAIVER. Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

HEART OF IOWA REGIONAL TRANSIT AGENCY

Board Chair

Date_____

CITY OF _____

Mayor

ATTEST:

Date _____

City of Newton Council Report

**Item:**

Resolution Setting a Date for a Public hearing on the FY25-FY29 Capital Improvement Plan (CIP)

Summary:

Setting the date for a Public Hearing on the FY25-FY29 Capital Improvement Plan (CIP)

Financial Impact:

None

Report Number: 2024-563**Date:**

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Using City Council's recently approved goals, the City's most-recent revision of the Comprehensive Plan, and department director input on project and equipment needs, the FY25 through FY29 Capital Improvement Plan (CIP) has been prepared for City Council's approval. The CIP is a 5-year plan detailing funding sources and expenditures for proposed project construction and equipment purchases throughout all City departments.

The proposed project and equipment purchases included in the first year (FY25) of the CIP align with the proposed FY25 budget. Years two through five of the CIP will be modified as-needed in subsequent budget years. All projects and equipment in this 5-year plan are always subject to revision at any time based on City Council's direction.

The draft FY25 through FY29 Capital Improvement Plan (CIP) was presented to the City Council in December 2023; and the proposed City of Newton FY25-FY29 Capital Improvement Plan (CIP) has been finalized and is now ready for council consideration.

Recommendation:

Staff recommends approval of the Resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION SETTING A DATE FOR A PUBLIC HEARING
ON THE FY25-FY29 CAPITAL IMPROVEMENT PLAN (CIP)

WHEREAS, using City Council's recently approved goals, the City's most-recent revision of the Comprehensive Plan, and department director input on project and equipment needs; staff has prepared the FY25 through FY29 Capital Improvement Plan (CIP); and

WHEREAS, the CIP is a 5-year plan detailing funding sources and expenditures for proposed project construction and equipment purchases throughout all City departments; and

WHEREAS, the draft FY25 through FY29 Capital Improvement Plan (CIP) was presented to the City Council in December 2023; and

WHEREAS, the proposed City of Newton FY25 through FY29 Capital Improvement Plan (CIP) has been finalized and is ready for council consideration.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the FY25 through FY29 Capital Improvement Plan (CIP) as prepared by the Finance Department of the City of Newton, Iowa, and the Notice of Public Hearing for said FY25 through FY29 Capital Improvement Plan (CIP), are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the Council hold a public hearing on the matter of the FY25 through FY29 Capital Improvement Plan (CIP), which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 1st day of July 2024, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this 17th day June, 2024.

APPROVED this ____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis,
City Clerk

2025 through 2029
Capital Improvement Plan
 Newton, IA
Projects By Funding Source Summary

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
General Fund Bonds								
City Hall Atrium Floor Replacement	*ADMIN-FLOOR	3				25,000		25,000
City Hall West Window Replacement	*ADMIN-PDWIN	1		30,000				30,000
Server Upgrades	*ADMIN-SERVER	1		5,000		5,000		10,000
City Hall 2nd Phase Microzone Replacement	*ADMIN-ZONE	1		25,000				25,000
Airport Grounds Mower #A-1	*AIR-E-MOW	1					25,000	25,000
Airport Tractor	*AIR-E-TRAC1	2				45,000		45,000
Airport 4-Stall Hangar	*AIR-I-4HANG	3				29,500		29,500
Apron Expansion	*AIR-I-APR1	2		140,000				140,000
Airport Joint & Crack Sealing Project	*AIR-I-JOINT	2	74,500					74,500
Airport Community Hangar Painting	*AIR-I-PAINT	3			30,000			30,000
Airport Service Road Improvements	*AIR-I-ROAD	3				40,000		40,000
Arbor Estates - Phase 2	*CD-Arbor2eas	1	2,400,000					2,400,000
Dangerous & Dilapidated Blight Removal	*CD-D & D	2		100,000		100,000		200,000
Housing Incentive	*CD-Incentive	2		100,000				100,000
Mini Pitch Concrete Pad	*CD-MiniPitch	2	40,223					40,223
Zero-Turn Mower - Cemetery	*CEM-E-ZERO22	2		11,200		11,700		22,900
Cemetery Expansion	*CEM-I-CEMexp	1				15,000		15,000
Pickup Truck Replacement #79	*COM-E-#79	3				43,000		43,000
Large Format Scanner	*ENG-E-SCAN	3	12,000					12,000
Command FM Vehicle (Car 2)	*FD-CommFM	2					60,000	60,000
SCBA Harnesses	*FD-harness	2		19,000	19,500	20,000	20,500	79,000
Ladder 1 Replacement	*FD-LADD1	2			2,070,000			2,070,000
Medic 2 Replacement	*FD-Medic 2	2			360,000			360,000
Medic 3 Replacement	*FD-Medic 3	2					379,500	379,500
Plan Review Hardware & Software	*FD-PlanRev	2		10,000				10,000
Fire Station Remodeling	*FD-Remodel	2		15,000	15,000	15,000	15,000	60,000
SCBA Bottles	*FD-SCBAbot	2		14,500	15,000	15,500	16,000	61,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Traffic Pre-Emption	*FD-Traffic	2					121,000	121,000
Training Site Development	*FD-Training	2				50,000		50,000
Turnout Gear	*FD-Turnout	2		14,000	14,500	15,000	15,500	59,000
4-Person Golf Cart	*GOL-E-4SEAT	3			6,000			6,000
Westwood Clubhouse - Phase 2	*GOL-I-WWCLUB	1	500,000					500,000
Library Heater Replacement	*LIB-HEATER	1	29,000					29,000
Library North Staff Office Windows	*LIB-windows	3			25,000			25,000
10.5' Mower - Parks #4	*PAR-E-10MOW1	2				65,000		65,000
Parks 4WD Tractor #10	*PAR-E-4WD	3				25,000		25,000
3/4 Ton Pick-Up Truck #51	*PAR-E-4x4c	1					59,000	59,000
1-Ton Dump Truck #54	*PAR-E-#54P	3			60,000			60,000
Parks Utility Cart	*PAR-E-CART	2		12,000				12,000
Parks Mechanic Truck	*PAR-E-MECH	2	56,000					56,000
6' Zero-Turn Mower - Parks	*PAR-E-ZERO1	2			18,000		18,000	36,000
ADA Improvements in the Parks	*PAR-I-ADA	2				50,000		50,000
Aurora Park LED Court Lighting	*PAR-I-AURLGT	2	375,000					375,000
Parks Basketball Hoops	*PAR-I-HOOP	2		25,000				25,000
Inclusive Playground Features	*PAR-I-INCLUS	2			30,000	150,000		180,000
Hike & Bike Trail Loop	*PAR-I-LOOP	3				14,000	160,000	174,000
Maytag Pool Paint	*PAR-I-PAINT	2		15,000				15,000
Park Playground Equipment Upgrades	*PAR-I-PLAY	4			200,000			200,000
Park Shelter & Restroom Upgrades	*PAR-I-REHAB	2	4,500	10,000	10,000	10,000		34,500
Park Shelter Replacement	*PAR-I-SHELTR	2				80,000		80,000
Tennis Court Construction/Resurfacing	*PAR-I-TENNIS	2	101,578	553,422				655,000
Hike & Bike Trail Repairs	*PAR-I-TRAIL	2		50,000		50,000		100,000
Tree & Stump Removal Project - Parks	*PAR-I-TREES	1		50,000		50,000	50,000	150,000
Police Equipment - Miscellaneous	*PD-Equip	1		85,000	100,000	50,000	60,000	295,000
Police Computers & Technology	*PD-PC	1		65,000	50,000	10,000	16,500	141,500
Police Dept. Vehicles	*PD-Veh	1	93,199	140,000	145,000	150,000	155,000	683,199
Brush Chipper	*STR-E-CHIP	4				35,000		35,000
ADA Sidewalk Connections & Improvements	*STR-I-ADA	3				100,000		100,000
Asphalt Mill/Overlay - Various Streets	*STR-I-HMAvar	2		1,000,000			1,000,000	2,000,000
N 4th Ave E Full-Depth HMA	*STR-I-N4HMA	2			836,000			836,000
PCC Patching - Various Streets	*STR-I-PCC	2				1,000,000		1,000,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Public Works Parking Lot Resurfacing	*STR-I-Pwlot	3		40,000				40,000
S 12th Ave W Reconstr & Traffic Signal Upgrades	*STR-I-S12W	2				525,000		525,000
S 5th Ave W Recon - Phase 1	*STR-I-S5WA	2		82,500		742,500		825,000
Outdoor Warning Sirens and Activation Equipment	*STR-I-WARN	2	50,000					50,000
General Fund Bonds Total			3,736,000	2,611,622	4,004,000	3,536,200	2,171,000	16,058,822

General Fund Bonds - Future

Airport 4-Stall Hangar	*AIR-I-4HANG	3					234,250	234,250
Airport Fence Improvements	*AIR-I-FENCE	3					60,000	60,000
Airport Runway Extension	*AIR-I-RUNWAY	4					10,000	10,000
Airport Sanitary Sewer Extension	*AIR-I-SEWER	3					360,000	360,000
Community Trolley	*CD-TROLLEY	3					200,000	200,000
Pave Roads - Memorial Park Cemetery	*CEM-I-MEMPav	2					225,000	225,000
Computer/Technology Upgrades	*COM-E-TECH	1					3,000	3,000
Traffic Pre-Emption	*FD-Traffic	2					121,000	121,000
Parking Lot Resurfacing - Westwood Golf Course	*GOL-I-WWPRKG	2					125,000	125,000
Skidloader Mower Attachment	*PAR-E-SKMO	3					6,000	6,000
Parks Tractor #48	*PAR-E-TRACT	3					25,000	25,000
Parks Ventrac	*PAR-E-VENTRA	3					39,500	39,500
ADA Improvements in the Parks	*PAR-I-ADA	2					50,000	50,000
Agnes Patt. Park Ball Field Fence Upgrades	*PAR-I-AGNES	2					60,000	60,000
Parking Improvements - Aurora Park	*PAR-I-AURPKG	2					400,000	400,000
Softball Complex Upgrades	*PAR-I-BACK	2					220,000	220,000
Bike Trail Connections to Jasper County Trails	*PAR-I-BIKE	2					54,000	54,000
Maytag Bowl Preservation Project	*PAR-I-BOWL	3					30,000	30,000
Brick Sign Repair Project	*PAR-I-BRICK	4					10,000	10,000
Maytag Park Caretaker's House	*PAR-I-CARE	3					250,000	250,000
Hike & Bike Trail Loop	*PAR-I-LOOP	3					100,000	100,000
Maytag Park Streetlight Replacement	*PAR-I-MAYLI	3					500,000	500,000
Park Shelter Replacement	*PAR-I-SHELTR	2					80,000	80,000
Skate Park	*PAR-I-SKATE	4					400,000	400,000
Sunset Park Improvements	*PAR-I-SUNSET	3					350,000	350,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
E 28th St N PCC Paving	*STR-I-E28N	2					680,000	680,000
E 5th St S HMA Overlay	*STR-I-E5S	3					350,000	350,000
E 7th St S PCC Paving	*STR-I-E7S	2					330,000	330,000
N 4th Ave E Bridge Replacement	*STR-I-N4EBR	1					760,000	760,000
N 9th Ave W Reconstruction	*STR-I-N9W	2					1,300,000	1,300,000
PCC Patching - Various Streets	*STR-I-PCC	2					1,000,000	1,000,000
W 18th St S (900-1000 blocks) Reconstruction	*STR-I-W18S	1					750,000	750,000
W 19th St S Reconstruction	*STR-I-W19S	3					1,600,000	1,600,000
General Fund Bonds - Future Total			0	0	0	0	10,682,750	10,682,750

Golf Fund Budget

4-Person Golf Cart	*GOL-E-4SEAT	3			3,400			3,400
Aerifier	*GOL-E-AER	3			17,000			17,000
Pull-Behind Blower #16	*GOL-E-BLOW	3				7,500		7,500
Golf Cart Replacement	*GOL-E-CARTS	3	18,500	19,000	19,500	20,000		77,000
Fairway Mower 1 - #41	*GOL-E-FAIRM1	1					67,000	67,000
Golf Course Greens Mower #36	*GOL-E-GM36	1				33,000		33,000
Golf Course Greens Mower #37	*GOL-E-GM37	1		33,000				33,000
Reel Mower Grinder	*GOL-E-GRIND	1			30,000			30,000
Golf Rough Mower	*GOL-E-MOW	1			25,000			25,000
Golf Course Sand Trap Rake #42	*GOL-E-RAKE	1			12,000			12,000
Golf Greens Roller #51	*GOL-E-ROLL	1				10,000		10,000
Golf Course Sprayer #45	*GOL-E-SPR45	3			25,000			25,000
Golf Course Sprayer #46	*GOL-E-SPR46	3				25,000		25,000
Tee Mower - #39	*GOL-E-TEE	1		30,000				30,000
Golf Course Tee Mower #38	*GOL-E-TEE38	3					20,000	20,000
Golf Course Work Cart #31	*GOL-E-WORK31	2				9,000		9,000
Golf Course Work Cart #32	*GOL-E-WORK32	2			8,500			8,500
Golf Course Work Cart #33	*GOL-E-WORK33	2	8,000					8,000
Golf Course Work Truck #34	*GOL-E-WT34	2		30,000				30,000
Westwood Irrigation Pond Dredging	*GOL-I-POND	2			200,000			200,000
Westwood Storage Shed	*GOL-I-SHED	2		115,000				115,000
Westwood Cart Path Improvements	*GOL-I-WWPATH	2	10,000	10,000	10,000	10,000		40,000
Parking Lot Resurfacing - Westwood Golf Course	*GOL-I-WWPRKG	2					125,000	125,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Parks Mechanic Truck	*PAR-E-MECH	2	10,000					10,000
Golf Fund Budget Total			46,500	237,000	350,400	114,500	212,000	960,400

Landfill Enterprise Fund

Concrete Rubble Crushing Project	*NSL-CRUSH	3		350,000				350,000
Pickup Truck Replacement #10L	*NSL-E-#10L	3				40,000		40,000
Landfill Roll-Off Truck #74L	*NSL-E-#74L	3				100,000		100,000
Landfill HMA Overlay Project	*NSL-I-HMA	3	200,000					200,000
Leachate lagoon, pump station and force main	*NSL-I-LAGOON	3				3,000,000		3,000,000
Landfill Enterprise Fund Total			200,000	350,000	0	3,140,000	0	3,690,000

Perpetual Care Funds

Union Cemetery Street Repair Project	*CEM-I-UNION	2		180,000				180,000
Perpetual Care Funds Total			0	180,000	0	0	0	180,000

Private

Library Front Entry Repair/Replacement	*LIB-Front	2			200,000			200,000
Skate Park	*PAR-I-SKATE	4					400,000	400,000
Tennis Court Construction/Resurfacing	*PAR-I-TENNIS	2	150,000					150,000
Private Total			150,000	0	200,000	0	400,000	750,000

Road Use Tax Fund

Pickup Truck Replacement #15	*STR-E-#15	2			40,000			40,000
Plow Truck Replacement #23	*STR-E-#23	3		225,000				225,000
Plow Truck Replacement #46	*STR-E-#46	3					190,000	190,000
Brush Chipper	*STR-E-CHIP	4				35,000		35,000
Salt Brine Production System Replacement	*STR-E-SB	3	40,000					40,000
Pavement Striper	*STR-E-STRIFE	3				7,000		7,000
Street Sweeper Replacement	*STR-E-SWEEP	3		400,000				400,000
Public Works Parking Lot Resurfacing	*STR-I-Pwlot	3		40,000				40,000
W 8th St Traffic Signal Improvements	*STR-I-W8sig	2	160,000					160,000
Road Use Tax Fund Total			200,000	665,000	40,000	42,000	190,000	1,137,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Road Use Tax Revenue Bonds								
PCC Patching - Various Streets	*STR-I-PCC	2	810,000					810,000
S 5th Ave W Recon - Phase 1	*STR-I-S5WA	2		82,500		742,500		825,000
S 5th Ave W Recon - Phase 2	*STR-I-S5WB	2			150,000			150,000
S 8th Ave HMA Mill & Overlay	*STR-I-S8A	2	225,000					225,000
W 8th St N Bridge Approach Replacement	*STR-I-W8N	2	165,000					165,000
Road Use Tax Revenue Bonds Total			1,200,000	82,500	150,000	742,500	0	2,175,000

Road Use Tax Revenue Bonds - Future

E 19th St N Reconstruction (1100-1800 blocks)	*STR-I-E19N	2			1,660,000			1,660,000
W 15th St S Paving Improvements	*STR-I-W15S	3				425,000		425,000
Road Use Tax Revenue Bonds - Future Total			0	0	1,660,000	425,000	0	2,085,000

Special Assessment

E 7th St S PCC Paving	*STR-I-E7S	2					350,000	350,000
W 15th St S Paving Improvements	*STR-I-W15S	3				425,000		425,000
Special Assessment Total			0	0	0	425,000	350,000	775,000

State/Federal/Local Grant

Airport Tractor	*AIR-E-TRAC1	2				405,000		405,000
Airport 4-Stall Hangar	*AIR-I-4HANG	3				30,500	245,750	276,250
Apron Expansion	*AIR-I-APR1	2		1,060,000				1,060,000
Airport Joint & Crack Sealing Project	*AIR-I-JOINT	2	670,500					670,500
Airport Service Road Improvements	*AIR-I-ROAD	3				360,000		360,000
Airport Runway Extension	*AIR-I-RUNWAY	4					90,000	90,000
Fire Protection System Assessment and Installation	*LIB-fire	1			400,000			400,000
Bike Trail Connections to Jasper County Trails	*PAR-I-BIKE	2					196,000	196,000
Maytag Park Caretaker's House	*PAR-I-CARE	3					250,000	250,000
Inclusive Playground Features	*PAR-I-INCLUS	2				150,000		150,000
Hike & Bike Trail Loop	*PAR-I-LOOP	3				56,000	1,040,000	1,096,000
Cardinal Pond Improvements	*PAR-I-POND	3		352,000				352,000
S 20th Ave W Reconstruction	*STR-I-S20S24	2			3,000,000			3,000,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
State/Federal/Local Grant Total			670,500	1,412,000	3,400,000	1,001,500	1,821,750	8,305,750

State Revolving Fund (SRF)

Recase Existing Jordan Well	*NWT-RECASE	1				1,500,000		1,500,000
New Jordan Well - Eng & Const	*NWT-well	1		500,000			6,800,000	7,300,000
Shallow Wells - 4 New - Project #1	*NWT-well4	2			2,800,000			2,800,000
Shallow Wells - 4 New - Project #2	*NWT-well4-2	1					2,985,000	2,985,000
Children's Forest Sanitary Sewer Rehab.	*WPC-I-Child	1		1,200,000				1,200,000
State Revolving Fund (SRF) Total			0	1,700,000	2,800,000	1,500,000	9,785,000	15,785,000

Tax Increment Financing Bond

Downtown Housing Grant	*CD-Dthouse	2		50,000	50,000			100,000
Downtown Improvement Grant	*CD-DTImprov	2		50,000				50,000
Cardinal Pond Improvements	*PAR-I-POND	3		88,000				88,000
Sunset Park Improvements	*PAR-I-SUNSET	3		12,000				12,000
Downtown Street Improvements FY26	*STR-I-FY26	1		955,000				955,000
Downtown Street Improvements FY27	*STR-I-FY27	1			1,050,000			1,050,000
Downtown Street Improvements FY28	*STR-I-FY28	1				1,050,000		1,050,000
Downtown Street Improvements FY29	*STR-I-FY29	2					610,000	610,000
Tax Increment Financing Bond Total			0	1,155,000	1,100,000	1,050,000	610,000	3,915,000

Water Enterprise Fund

Backhoe Replacement	*NWD-Backhoe	5				150,000		150,000
Main Extension -E 9th St S (900-1000 blk)	*NWD-E9Smain	3			40,000			40,000
Standard Cab Flatbed 4x4 Truck	*NWD-Flat	2	70,000					70,000
2001 Jet Vac Truck	*NWD-JetVac	1	25,000					25,000
Smart Meters	*NWD-Meters	1	300,000	300,000	300,000	300,000	300,000	1,500,000
Water Main - N 8th Ave E - 100-300 Blocks	*NWD-N8mainA	1		186,000				186,000
Water Main - S 20th Ave W - Phase 1	*NWD-S20mainA	3				200,000		200,000
Water Main - S 20th Ave W - Phase 2	*NWD-S20mainB	2					250,000	250,000
Water Main - S 5th Ave W (400-700 blk) - Phase 1	*NWD-S5WmainA	2		260,000				260,000
Water Main - S 5th Ave W (800-1100 blk) - Phase 2	*NWD-S5WmainB	2			270,000			270,000
Replace Water Main - S 8th Ave W (900 blk)	*NWD-S8W	2		110,000				110,000
Roto Tiller	*NWD-tiller	4				4,000		4,000

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Water Main Replacement - W 4th St N-700-800 Blocks	*NWD-W4main	2		100,000				100,000
Water Main Replacement-W 4th St S - 200-400 Blocks	*NWD-W4Smain	1	230,000					230,000
WPC Plant Water Main Replacement	*NWD-wpcmain	3		95,000				95,000
10 - T PUMP RIG TRUCK REPLACEMENT	*NWT-10T	2		225,000				225,000
NWT 4 x 4 Pickup	*NWT-4x4	1	45,000					45,000
Clear Well Baffles	*NWT-BAFFLE	1		212,000				212,000
Transmission Mains Investigation	*NWT-INVEST	1					200,000	200,000
Off Road Utility Vehicle	*NWT-UTV	2	25,000					25,000
Water Enterprise Fund Total			695,000	1,488,000	610,000	654,000	750,000	4,197,000

WPC Enterprise Fund

Pickup Truck Replacement #42	*WPC-E-#42	2					38,000	38,000
WPC 4x4 Pickup	*WPC-E-4x4	2					45,000	45,000
WPC Endloader Replacement #59	*WPC-E-#59	3			175,000			175,000
WPC Stand-On Skid Steer	*WPC-E-SKID	2	35,000					35,000
WPC Northeast Pump Station Improvements	*WPC-I-NEPUMP	2	575,000					575,000
Sanitary Sewer Rehabilitation	*WPC-I-REHAB	2		250,000		250,000		500,000
SE & Lambs Grove Pump Station - Pump Replacement	*WPC-I-SELG	2			2,046,000			2,046,000
Replace Submersible Pumps at WPC Plant	*WPC-I-SUBMER	2				900,000		900,000
WPC Enterprise Fund Total			610,000	250,000	2,221,000	1,150,000	83,000	4,314,000
GRAND TOTAL			7,508,000	10,131,122	16,535,400	13,780,700	27,055,500	75,010,722

City of Newton Council Report

**Item:**

Resolution awarding contract for the W 8th St N Bridge Approach Replacement Project

Summary:

Award contract to replace the W 8th St N bridge approaches

Financial Impact:

\$161,329.00 from Road Use Tax Bond Funds

Report Number: 2024-592**Date:**

June 17, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

The W 8th St N bridge approach spanning the Iowa Interstate Railroad was constructed in 1981. While the bridge is still in good condition, the concrete approaches have begun to fail and need to be replaced. The project includes reconstructing the north and south bridge approaches, the adjacent sidewalk, and the installation of subdrains.

Five Bids were received and opened on June 7, 2024; the total construction costs ranged from \$161,329.00 to \$188,110.00. The three lowest bids are as follows:

Company	Bid Price
OEL Construction Services Inc. of Steamboat Rock, IA	\$161,329.00
Boomerang Corp of Anamosa IA	\$172,130.00
Jasper Construction Services of Newton, IA	\$178,560.00

The lowest responsive, responsible bidder is OEL Construction Services Inc. of Steamboat Rock, IA, with a bid of \$161,329.00. The engineer's construction cost estimate was \$188,110.00. This project's specified completion date is April 30, 2024, and will be paid from Road Use Tax Bond funds.

Recommendation:

City staff recommends awarding the project to the lowest responsive, responsible bidder, OEL Construction Services Inc. of Steamboat Rock, IA, with a bid of \$161,329.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION AWARDING CONTRACT FOR THE
W 8TH ST N BRIDGE APPROACH REPLACEMENT PROJECT**

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

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

WHEREAS, city staff had identified the need for W 8th St N Bridge Approach reconstruction during the recently completed Capital Improvement Process; and

WHEREAS, sealed bids were received and opened on June 6th, 2024; and

WHEREAS, City staff recommends that the City of Newton award a contract to OEL Construction Services Inc. of Steamboat Rock, IA, for the W 8th St N Bridge Approach Replacement Project based on the lowest responsive, responsible bid received in the amount of \$161,329.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid received from OEL Construction Services Inc. of Steamboat Rock, IA, in the amount of One Hundred and Sixty-One Thousand, Three Hundred and Twenty-Nine dollars and Zero cents (\$161,329.00) for W 8th St N Bridge Approach Replacement Project, as described in the plans and specifications, is hereby accepted and will be funded from Road Use Tax Bond funds; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by OEL Construction Services Inc. of Steamboat Rock, IA, for the W 8th St N Bridge Approach Replacement Project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk 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 Council Report

**Item:**

Resolution awarding the purchase of self-contained breathing apparatus harnesses and equipment

Summary:

The purchase of self-contained breathing apparatus harnesses and bottles were part of the ongoing CIP

Financial Impact:

\$30,340 total project cost with \$29,549.25 from interest on the 2023A bond funds (310-1050-67270) and \$790.75 from Fire Department Budget (001-1050-65040)

Report Number: 2024-597**Date:**

June 17, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their firefighters with personal protective equipment that provides protection from structural firefighting hazards. Part of that protective ensemble is self-contained breathing apparatus (SCBA). Our SCBA harnesses were purchased in 2009 and are nearing the end of their useful life. We have been systematically trying to replace bottles in advance of the expiration to spread the cost of purchase over many years. We are starting to add in the replacement of harnesses to provide for timely replacement and spread the cost over a number of years. This was planned for purchase in FY24-25 and is being requested early as there is an option for purchasing demo units used at a recent national fire conference.

Sandry Fire Supply was our previous vendor and has now been acquired by MacQueen Equipment and is our area representative for the purchase of MSA products. Internet pricing was checked to ensure competitive pricing from the vendor.

Recommendation:

City Staff recommends Council award the purchase of three (3) Demo MSA G1 SCBA harnesses with quick fill hose and ITIC in the amount of \$20,880; one new MSA G1 Standard SCBA in the amount of \$ 6,485; and three (3) Demo MSA H-30 self-contained breathing apparatus bottles in the amount of \$ 2,980; for a grand total of \$ 30,340 from MacQueen Equipment (formerly known as Sandry Fire Supply) of DeWitt, Iowa. Funds from the interest on 2023A bond funds (310-1050-67270) will be used to pay \$ 29,549.25 of project cost with the remaining \$ 790.75 coming from the Fire Department Minor Equipment Budget (001-1050-65040).

Matt Muckler, City Administrator

RESOLUTION NO. 2024-

RESOLUTION AWARDING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS HARNESSSES AND BOTTLES

WHEREAS, a firefighter’s personal protective equipment is key in providing for their safety and protection. This includes self-contained breathing apparatus harnesses and bottles; and

WHEREAS, fire department staff have been systematically replacing bottles over the past eight years and is now starting to include harnesses; and

WHEREAS, MacQueen Equipment (formerly known as Sandry Fire Supply) is our area MSA vendor. Quoted pricing was compared from internet vendors; and

WHEREAS, we can save roughly \$5,000 by purchasing now as MSA is offering demo units that were used at a national fire conference in 2024; and

NOW, THEREFORE, BE IT RESOLVED, the City of Newton award the purchase to MacQueen Equipment of DeWitt, Iowa for the purchase of three (3) MSA G1 demo SCBA units with quick fill and ITIC, one (1) new MSA G1 SCBA unit, and three (3) demo MSA H-30 self-contained breathing apparatus bottles with accessories in the amount of \$ 30,340.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the purchase of MSA self-contained breathing apparatus harnesses and bottles in the amount of thirty thousand three hundred forty dollars and zero Cents (\$ 30,340). The project cost will be paid from the interest on 2023A bond funds (310-1050-67270) in the amount of \$ 29,549.25 and the balance of \$790.75 be paid from the Fire Department budget Minor Equipment account (001-1050-65040).

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 awarding the purchase of firefighter's personal protective equipment

Summary:

Resolution to purchase firefighter's personal protective equipment including turnout gear, helmets, and gloves for firefighters

Financial Impact:

A total of \$10,450.75 to be paid from the Interest on 2023A bond funds.

Report Number: 2024-598**Date:**

June 17, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department equips their firefighters with personal protective equipment that provides protection from structural firefighting hazards.

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

<u>Company</u>	<u>Quote</u>
<i>Firefighter Turnout Gear</i>	
MacQueen Fire Equipment	\$ 3,557 per set
Dinges Fire Company	\$ 3,598 per set (selected)
Danko Fire Supply	\$ 3,875 per set
The Fire Store (Internet)	\$ 4,345 per set

Dinges' pricing is \$41 higher(1.2%), however, we find it is the lowest responsible bid due to extended lead times for Sandry. Dinges' lead time is 90 – 100 days and Sandry's is 180 – 240 days.

<u>Company</u>	<u>Quote</u>
<i>Firefighter Helmets</i>	
Dinges Fire Company	\$ 365.95 each (selected)
MacQueen Fire Equipment	\$ 410.59 each
The Fire Store (Internet)	\$ 542.99 each

<u>Company</u>	<u>Quote</u>
<i>Firefighter Gloves</i>	
Dinges Fire Company	\$ 95.00 pair (selected)
MacQueen Fire Equipment	\$ 110.00 pair
The Fire Store (Internet)	\$ 125.00 pair

Recommendation:

City Staff recommends Council award the purchase of firefighter's personal protective equipment to Dinges Fire Company of Amboy, Illinois for the purchase of two (2) sets of firefighter PPE in the amount of \$ 7,196; five (5) fire helmets in the amount of \$ 1,829.75; and fifteen (15) sets of fire gloves in various sizes in the amount of \$ 1,425.00; for a grand total of \$ 10,450.75.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024-

RESOLUTION AWARDING THE PURCHASE OF FIREFIGHTER’S PERSONAL PROTECTIVE EQUIPMENT

WHEREAS, a firefighter’s personal protective equipment and fire hose are key in providing for their safety and protection; and

WHEREAS, fire department staff have been systematically replacing personal protective equipment over the past ten years; and

WHEREAS, specifications were prepared and bids sought from vendors; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids firefighter’s personal protective equipment be accepted from Dinges Fire Company of Amboy, Illinois for the purchase of two (2) sets turn out gear in the amount of \$ 7,196; five (5) fire helmets in the amount of \$ 1,829.75; and fifteen (15) sets of fire gloves in various sizes in the amount of \$ 1,425.00; for a grand total of \$ 10,450.75.

BE IT FURTHER RESOLVED, the total purchase of ten-thousand four hundred-fifty dollars and seventy-five cents (\$ 10,450.75) for the firefighter’s personal protective equipment project, is hereby approved. The project cost will be paid from the interest from the 2023A bond funds.

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 ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 Streetscape Improvement Project

Summary:

Accept plans and order bids for the 2024 Downtown Streetscape Improvements Project

Financial Impact:

\$988,453.00 from Central TIF Bond Funds

Report Number: 2024-593**Date:**

June 17, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

N 2nd Ave E between 1st St N and E 4th St N, along with E 2nd St N and E 3rd St N between 1st Ave E and N 2nd Ave E, has had several asphalt resurfacing projects over the last 65 years, with the last resurfacing project occurring between 36 and 38 years ago. The asphalt surface needs rehabilitation. Four of the five blocks have been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage.

Plans and specifications have been prepared by the Public Works Department and are ready to be placed out for bid. The project will include pavement scarification and asphalt resurfacing, reconstructing the curb/gutters, and storm sewer improvements.

The street will be reconstructed 40 feet wide (measured face of curb to face of curb) with parallel parking and new sidewalks. Returning the street to near its original width will improve street drainage and provide a grass area between the curb and the sidewalk for aesthetic improvement, pedestrian streetscape lighting, and snow storage. The proposed finished street will look similar to other recent downtown streetscape projects.

The proposed bid opening for the project will occur on July 9th, 2024, and the public hearing to accept the bids and award the work will take place at the regularly scheduled council meeting on July 15th, 2024. The engineer's estimate of construction cost is \$988,453.00, to be paid from Central TIF Bond funds.

Recommendation:

Approval of plans and set dates, and obtain bids for the 2024 Downtown Streetscape Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, ORDERING CLERK TO PUBLISH NOTICE, FIXING A DATE FOR RECEIVING SAME, FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE 2024 DOWNTOWN STREETScape IMPROVEMENTS PROJECT

WHEREAS, N 2nd Ave E between 1st St N and E 4th St N, along with E 2nd St N and E 3rd St N between 1st Ave E and N 2nd Ave E, has had several asphalt resurfacing projects over the last 65 years, with the last resurfacing project occurring between 36 and 38 years ago. The asphalt surface needs rehabilitation. Four of the five blocks have been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage, and

WHEREAS, construction plans and specifications have been prepared by the Public Works Department and are ready to be placed out for bid; and

WHEREAS, the street will be reconstructed to 40 feet wide (measured face of curb to face of curb) with parallel parking and new sidewalks. Returning the street to near its original width will improve street drainage and provide a grass area between the curb and the sidewalk for aesthetic improvement, pedestrian streetscape lighting, and snow storage; and

WHEREAS, the total cost estimate is \$988,453.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 Downtown Streetscape Improvements Project in the City of Newton, Iowa, is hereby ordered to be advertised for bids for construction; and the project be paid for with Central TIF Bound funds; and

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by the City of Newton for the construction of the 2024 Downtown Streetscape Improvements Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the City Clerk for public inspection; and

That the City Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Public Works Director at 11:00 AM on the 9th day of July 2024. There the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty-five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 15th day of July 2024, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of June, 2024

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the 2024 HMA Resurfacing Project

Summary:

Accept plans and order bids for the 2024 HMA Resurfacing Project

Financial Impact:

\$407,995.02 from a combination of Landfill Enterprise funds and Road Use Tax Bond funds

Report Number: 2024-594**Date:**

June 17, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

S 8th Ave E & W has had several asphalt resurfacing projects over the last 65 years, with the most recent occurring in 1993. The asphalt surface on most parts of S 8th Ave E & W is in decent condition, with minor areas requiring resurfacing.

With the expansion of the Newton Sanitary Landfill (NSL) convenience center, HMA is needed to finish the project. In addition, the landfill has seen extra traffic over the last ten years, causing the entrance drive and other paved areas to need resurfacing.

The Public Works Department has prepared plans and specifications that are ready to be placed out for bid. The project will include two phases. The first phase involves milling and overlaying S 8th Ave E & W along with accompanying work. The second phase is the HMA resurfacing of the NSL.

The project's bid opening will occur on July 2, 2024, and the public hearing to award the work will take place at the regularly scheduled council meeting on July 15, 2024. The engineer's estimate of construction cost is \$407,995.02, paid from a combination of Landfill enterprise funds and Road Use Tax Bond funds.

Recommendation:

Approval of plans and set dates, and obtain bids for the 2024 HMA Resurfacing Project

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, ORDERING CLERK TO PUBLISH NOTICE, FIXING A DATE FOR RECEIVING SAME, FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE W 2024 HMA RESURFACING PROJECT

WHEREAS, S 8th Ave has had several asphalt resurfacing projects over the last 65 years, with the most recent occurring in 1993. The asphalt surface on most parts of S 8th Ave E & W is in decent condition, with minor areas requiring resurfacing ; and

WHEREAS, with the expansion of the Newton Sanitary Landfill (NSL) convenience center, HMA is needed to finish the project. In addition, the landfill has seen extra traffic over the last ten years, causing the entrance drive and other paved areas to need resurfacing; and

WHEREAS, construction plans and specifications have been prepared by the Public Works Department and are ready to be placed out for bid; and

WHEREAS, the total cost estimate is \$407,995.02.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2024 HMA Resurfacing Project in the City of Newton, Iowa, is hereby ordered to be advertised for bids for construction; and the project be paid for with a combination of Landfill Enterprise funds and Road Use Tax Bond funds; and

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by the City of Newton for the construction of the 2024 HMA Resurfacing Project in the City of Newton, Iowa, and the form of contract and Notice to Bidders and Notice of Public Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the City Clerk for public inspection; and

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

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications, and form of contract for the making of said improvements, which documents are now on file in the office of the City Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 15th day of July 2024, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of June, 2024

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 4,014.45
Acushnet Company	Golf	Merchandise	\$ 2,949.25
Advance America	Utility Billing	Refund	\$ 5.11
Air Products and Chemicals Inc	Water Treatment Plant	Supplies	\$ 4,008.92
Airgas USA LLC	Fire	Supplies	\$ 394.38
Alliant Energy/IPL	All	Utilities	\$ 93,401.52
Alpha Media LLC	Community Marketing	Services	\$ 1,200.00
Amazon Capital Services	All	Supplies	\$ 2,895.25
American Business Phones	Administration	Service	\$ 200.00
American Legal Publishing Corporation	Administration	Service	\$ 1,666.05
Badger Meter	Water Distribution	Service	\$ 35.15
Baker & Taylor	Library	Books	\$ 2,748.50
Baker Electric Inc	Traffic Control	Service	\$ 1,776.01
Bammerlin, Christopher	Utility Billing	Refund	\$ 4.36
Barney's Services Inc	Fire	Service	\$ 285.00
Bills Fire Extinguishers	Water Pollution Control	Services	\$ 385.00
Biobag Americas Inc	Solid Waste	Supplies	\$ 6,939.44
Black Hills Energy	All	Utilities	\$ 1,212.02
Blackstone Publishing	Library	Books	\$ 210.75
Bolton & Menk Inc	All	Service	\$ 45,492.63
Bound Tree Medical LLC	Fire	Supplies	\$ 992.27
Brown Investigations & Engineering Cons	North Central TIF	Service	\$ 4,056.00
Caldwell Brierly & Chalupa PLLC	D&D/Gas Plant	Service	\$ 3,312.29
Callaway Golf	Golf	Merchandise	\$ 480.39
Capital City Equipment	Traffic Control	Supplies	\$ 165.00
Card Services	All	Supplies	\$ 3,724.76
Carl's Window Service	Library	Service	\$ 90.00
CDW Government Inc	Economic Development	Supplies	\$ 128.01
Center Point Large Print	Library	Books	\$ 168.38
CentiMark Corporation	Water Treatment Plant	Services	\$ 1,789.75
Cintas	All	Supplies	\$ 1,321.44
Civic Systems LLC	Administration	Service	\$ 600.00
Clive Public Library	Library	Books	\$ 16.90
Computer Resource Specialists	All	Service	\$ 10,439.96
Costume Specialists	Library	Programming	\$ 500.00
Cupples, Drake	Utility Billing	Refund	\$ 10.42
Dannen, Ryan	D&D	Services	\$ 2,410.00
Davis Equipment Corp	Parks	Supplies	\$ 320.47
Davis, Katrina	Administration	Reimbursement	\$ 121.67
DC Sports	Fire	Supplies	\$ 270.00
Diamond Vogel Inc	Water Treatment Plant	Supplies	\$ 140.01
Dinges Fire Company	Fire	Service	\$ 1,982.14
Dodd Trash Hauling & Recycling	All	Service	\$ 2,428.54
Doors Inc	Library	Service	\$ 360.00
Dorsey & Whitney LLP	Debt Service	Service	\$ 53,204.00
Engineered Equipment Solutions LLC	Water Pollution Control	Supplies	\$ 3,853.69
Ermer, Jarem Jordan & Emily	Utility Billing	Refund	\$ 83.40

EZ Lease	Fire/WPC	Supplies	\$ 245.01
Fair Manufacturing	Snow Removal	Supplies	\$ 1,735.34
Fareway	Water Distribution	Supplies	\$ 8.64
Fastenal	All	Supplies	\$ 188.62
FBG Service Corporation	Library	Service	\$ 1,644.00
Fin Folk	Water Treatment Plant	Services	\$ 4,350.00
Forbes Office Solutions	All	Services	\$ 830.73
Galls LLC	Fire	Supplies	\$ 105.20
Garcia, Jose	Police	Reimbursement	\$ 476.00
General Traffic Controls Inc	Traffic Control	Supplies	\$ 8,395.00
Gilbert Lawn Care and Snow Removal LLC	City Center/Library	Service	\$ 1,793.00
Gregg Young Auto Center	Police	Service	\$ 3,592.01
Hartgers, Joe	Water Distribution	Reimbursement	\$ 60.00
Hawkeye Polygraph	Police	Service	\$ 350.00
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 12,988.36
Henderson Products Inc	Snow Removal	Supplies	\$ 105.47
HLW Engineering Group	Landfill	Service	\$ 5,500.00
Holiday Outdoor Decor	North Central TIF	Supplies	\$ 1,751.00
Hop-A-Lot Rentals	Parks	Service	\$ 1,626.75
Hornung's	Golf	Merchandise	\$ 143.04
Housby Heavy Equipment LLC	City Garage	Supplies	\$ 77.68
Huffaker Garage Doors LLC	Water Treatment Plant	Supplies	\$ 1,450.00
Hy-Vee Inc	Fire/Pool	Supplies	\$ 179.27
IMWCA	All	Service	\$ 3,268.87
Iowa Dept Natural Resources	Water Treatment Plant	Services	\$ 300.00
Iowa Department of Natural Resources	Landfill	Training	\$ 168.00
Iowa Economic Dev Authority Foundation	Community Marketing	Services	\$ 2,500.00
Iowa Law Enforcement Academy	Police	Service	\$ 805.00
Iowa One Call	Engineering/WPC	Service	\$ 410.90
Iowa Prison Industries	Cemetery/Police	Supplies	\$ 1,913.50
Iowa Water Well Association	Water Treatment Plant	Services	\$ 170.00
Isolved Benefit Services	Finance	Service	\$ 99.65
ITL Patch	Police	Supplies	\$ 88.80
Iverson, Mallory	Maytag Pool	Service	\$ 100.00
Jasper Construction Services	Water Distribution	Supplies	\$ 222.12
Jasper County Abstract	D&D	Service	\$ 2,950.00
Jasper County Recorder	Planning & Zoning	Service	\$ 87.00
JETCO Inc	Water Treatment Plant	Services	\$ 2,730.50
John Lee Photography	Community Marketing	Services	\$ 200.00
Johnson Aviation	Airport	Services	\$ 3,019.03
Joni's Creations	Fire	Service	\$ 14.50
Kaminsky Sullenberger & Associates Inc	Police	Service	\$ 375.00
Kelly, Scott	Utility Billing	Refund	\$ 4.67
Keltek Incorporated	Police	Supplies	\$ 3,437.85
Key Cooperative	All	Supplies	\$ 11,443.83
Kinetic Edge Physical Therapy	Engineering	Service	\$ 258.00
Lyman, Rick	D&D	Services	\$ 4,470.00
MacQueen Equipment LLC	Fire	Supplies	\$ 1,222.55
Magnum Automotive	Fire/Police	Service	\$ 5,397.31
Mahaska Bottling Co	Golf/Pool	Concessions	\$ 1,883.15
Manatts - Brooklyn	Storm Water/Street RESO 2024-028	Service	\$ 262,325.88
Manatts - D.M.	Storm Water/Street	Supplies	\$ 2,866.36

Martin Marietta Materials	Street	Supplies	\$ 870.61
Maxim Advertising	Maytag Pool	Supplies	\$ 94.50
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 298.39
Metering and Technology Solutions	Water Distribution	Supplies	\$ 2,270.60
Microbac Laboratories Inc	Water Distribution/WPC	Services	\$ 5,924.25
Midwest Alarm	Library	Service	\$ 251.28
Midwest Automatic Fire	All	Service	\$ 380.65
Mikkelson, Cindy	Utility Billing	Refund	\$ 73.35
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 49,391.23
Mow Pow'r	Water Distribution	Supplies	\$ 250.00
MTI Distributing Inc	Golf/Parks	Supplies	\$ 485.99
Municipal Collections of America Inc	Fire/Landfill	Service	\$ 812.18
Municipal Supply Inc	Water Distribution	Supplies	\$ 1,210.70
PowerPlan	City Garage	Service	\$ 343.32
Mutual of Omaha Company	Fire	Refund	\$ 97.38
NAPA Auto Parts	All	Supplies	\$ 3,893.27
News Printing Company	All	Supplies	\$ 2,848.42
Newton Apparel	Fire	Supplies	\$ 1,053.00
Newton Community School	Police	Supplies	\$ 9.70
Niemann Ace Hardware 650	All	Supplies	\$ 197.16
Nolte Cornman & Johnson	Utility Billing	Services	\$ 8,000.00
Northern Tool / Capital One Trade Credit	Water Pollution Control	Supplies	\$ 195.98
NOVUS Glass of Central Iowa	Fire	Service	\$ 130.00
Ohmstede, Dustin	Utility Billing	Refund	\$ 24.70
OverDrive Inc	Library	Books	\$ 4,000.00
Parkview Animal Hospital	Animal Control	Service	\$ 3,588.00
Penworthy Company	Library	Books	\$ 376.83
Per Mar Security Services	Landfill	Service	\$ 217.86
Petty Cash - Public Works	Public Works	Supplies	\$ 9.26
Petty Cash-Utility Billing	Utility Billing	Supplies	\$ 135.59
PGA of America	Golf	Service	\$ 501.75
Phelps Uniform Specialists	City Center/Fire	Service	\$ 113.25
Pitney Bowes	Library	Postage	\$ 164.97
PJ's Deli	Fire	Supplies	\$ 58.35
Premier Office Equipment	Executive/Police	Service	\$ 254.01
Puhrman, Jason	Utility Billing	Refund	\$ 57.51
R&R Products Inc	Parks	Supplies	\$ 66.45
RACOM Corporation	Fire	Supplies	\$ 198.75
Ray, Randy	D&D/Police	Services	\$ 2,805.00
Reeves Heating & Cooling	City Center/Fire	Service	\$ 733.88
Regents of the University of Minnesota	Library	Supplies	\$ 544.00
Reilly Construction Co	Street RESO 2022-185	Service	\$ 620,137.60
Reserve Account	City Center/Library	Postage	\$ 4,500.00
Reynolds, Chandler	Police	Reimbursement	\$ 76.43
Riggs Printing Inc	All	Supplies	\$ 1,952.00
Ryan's Tire & Auto	All	Supplies	\$ 821.49
Safety Coalition of Central Iowa	Administration	Service	\$ 465.18
Sea Turtle Ice Cream Company LLC	Library	Programming	\$ 954.00
Siembieda, Danielle	Utility Billing	Refund	\$ 10.43
Smith Quality Rental	Fire	Supplies	\$ 29.70
Southwestern Sales Company	Landfill	Supplies	\$ 5,125.40
Spahn & Rose Lumber Co	All	Supplies	\$ 473.45

Sprayer Specialties Inc	Parks	Supplies	\$ 145.28
Springer Professional Home Services	Library	Maintenance	\$ 58.30
Station Automation Inc	Fire	Service	\$ 2,828.25
Streichers	Police	Supplies	\$ 97.00
T2 Systems Inc	Police	Service	\$ 20.75
Terry, Nicole	Library	Books	\$ 14.99
Theisen's	All	Supplies	\$ 1,338.98
Town & Country Sanitary Services	Water Treatment Plant	Services	\$ 380.00
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 6,439.61
Transit Works	Engineering	Supplies	\$ 395.00
TruGreen Processing Center	Water Treatment Plant	Supplies	\$ 185.87
Two Rivers Cooperative	All	Supplies	\$ 8,788.76
UBBEN Building Supply	Engineering	Supplies	\$ 347.50
Unison Solutions Inc	Water Pollution Control	Supplies	\$ 595.00
United States Cellular	All	Utilities	\$ 1,753.18
UnityPoint Clinic-Occupational	All	Service	\$ 126.00
Unplugged Wireless Communications LLC	Fire	Service	\$ 454.50
Van Maanen Electric Inc	Tort Liability/Water Treatment	Service	\$ 13,096.76
Walker, Kris	Utility Billing	Refund	\$ 106.70
Walsh Door & Hardware	Police	Service	\$ 335.00
Warnick Mechanical	City Center/Storm Water	Service	\$ 2,517.50
Waste Solutions of Iowa	Golf/Parks	Service	\$ 701.00
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 206.38
What Cookie?	Executive	Service	\$ 90.00
Williams Scotsman Inc	Golf	Service	\$ 628.00
Williams, Debra	Fire	Refund	\$ 401.94
Witmer Public Safety Group	Fire	Supplies	\$ 2,044.76
Wood, Randall	Utility Billing	Refund	\$ 73.35
Woodruff Construction LLC	2021 Sewer Bonds RESO 2022-285	Services	\$ 433,620.85
WPS GH	Fire	Refund	\$ 381.75
Xerox Corporation	Water Treatment Plant	Services	\$ 40.38
Ziegler Inc	City Garage	Service	\$ 1,797.66
Total:			\$ 1,830,609.67

Pre-Authorized Payments

AT&T Mobility	Landfill/Police	Service	\$ 399.68
Best Midwest LLC	Property Tax Rebate	RESO 2024-172	\$ 1,069.00
Big Bang	Marketing	RESO 2024-179	\$ 45,820.00
Black Hills Energy	All	Utility	\$ 2,321.77
David Bloom	Parks	RESO 2023-355	\$ 1,500.00
CRH Properties LLC	Property Tax Rebate	RESO 2024-171	\$ 1,178.00
Ex Nihilo LLC	Property Tax Rebate	RESO 2024-185	\$ 911.00
Hopkins Properties LLC	Property Tax Rebate	RESO 2024-174	\$ 7,887.00
Iowa Beverage System	Golf	Concessions	\$ 768.40
Iowa Fence Inc	LMI - Grant	RESO 2024-168	\$ 7,496.82
Jasper Point Plaza	Property Tax Rebate	RESO 2024-150	\$ 15,698.00
McCoy Roofing LLC	Parks	RESO 2023-285	\$ 10,212.50
Newton Arboretum	Tourism Grant	RESO 2024-132	\$ 942.81
Newton Elite Properties	Property Tax Rebate	RESO 2024-173	\$ 4,921.00
T-Mobile	Police	Utility	\$ 394.63
Windstream	Airport	Utility	\$ 66.74
Total:			\$ 101,587.35

City of Newton Council Report

**Item:**

Public Hearing approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Pavement Rehabilitation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant

Summary:

Resolution approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Pavement Rehabilitation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant.

Financial Impact:

\$125,682.71 in local matching funds for all project costs to be paid from a combination of funds, including \$24,034 from 2022B Bonds and \$101,648.71 from 2024A Bonds.

Report Number: 2024-529**Date:**

June 17, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

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

On February 19, 2024, City Council approved Resolution 2024-052 to enter into an engineering services agreement with Kirkham Michael & Associates (KM) of Urbandale, Iowa. Kirkham Michael has prepared the construction plans and specifications for the Newton Airport Pavement Rehab Project, and the following bid was received on June 11, 2024:

CONTRACTOR	BASE BID	ALT. NO 1	TOTAL W/ ALTERNATES
Gee Asphalt Systems, Inc.	\$919,024.19	\$159,965.15	\$1,078,989.34

The apparent low bidder is Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa. The engineer's estimate of construction costs was \$734,470.40 for the base bid (runway rehab); and \$126,602.95 for the Alternate (taxiway and apron rehab). City staff, the project engineer, and the airport manager have reviewed the bid received and recommend the award of contract to Gee Asphalt Systems, Inc. for the Base Bid plus the Alternate Bid at a total of \$1,096,861.90.

Due to the bid results received, a request will also be submitted to the FAA for concurrence to award to the lowest bidder, and they will determine whether the project costs will be eligible for reimbursement should the FAA award a grant for the project. This resolution approves the City's

application for said funding assistance, and it also awards a contract to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, contingent upon the receipt and approval of a grant agreement with the FAA.

With the \$177,837.71 engineering contract already approved, and \$1,078,989.34 added for construction costs, the City's 10% local match on the entire project (including all engineering expenses previously approved) is \$125,682.71. This out-of-pocket cost will be paid from a combination of funds, including \$24,034 from 2022B Bonds and \$101,648.71 from 2024A Bonds. Construction work is anticipated to begin in the fall of 2024 with substantial completion occurring after 30 working days.

Recommendation:

City Staff recommends that Council approve the submission of an FAA grant application to fund the Newton Airport Pavement Rehabilitation Project; and award the project, including the base bid and Alternate No. 1, to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, in the amount of \$1,078,989.34 contingent upon the receipt and approval of said FAA grant.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING AN APPLICATION FOR FEDERAL AVIATION
ADMINISTRATION (FAA) FUNDING ASSISTANCE FOR THE NEWTON AIRPORT
PAVEMENT REHABILITATION PROJECT, AND AWARDING A CONTRACT FOR
SAID PROJECT CONTINGENT UPON THE RECEIPT OF SAID FUNDING
ASSISTANCE GRANT.**

WHEREAS, the Pavement Rehabilitation Project at the Newton Airport was identified in the latest Airport Improvement Plan (AIP) as a top priority project with the existing pavement deteriorating and the last rehabilitation project being completed in 2010; and

WHEREAS, construction plans and specifications for the Newton Airport Pavement Rehabilitation Project were prepared by Kirkham Michael & Associates, Inc. (KM) per Resolution 2024-052, and bids were received on June 11, 2024; and

WHEREAS, City staff, the project engineer, and the airport manager have reviewed the project documents and the bid received, and they recommend award of contract for the Base Bid plus the Alternate Bid; and

WHEREAS, the \$1,078,989.34 Base Bid (\$919,024.19) plus the Alternate Bid (\$159,965.15) received from Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, is determined to be the lowest responsive bid for the Newton Airport Pavement Rehabilitation Project; and

WHEREAS, staff recommends that the City award a contract to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, for the Base Bid plus the Alternate Bid, contingent upon the receipt and approval of a Federal Aviation Administration funding assistance grant for said project; and

WHEREAS, it is now necessary to submit an application for said funding assistance to the Federal Aviation Administration for the construction costs of said improvements; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the bid from Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, is hereby accepted for the Base Bid plus the Alternate Bid to construct the Newton Airport Pavement Rehabilitation Project described in the plans and specifications, as previously ordered by the Council; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the contract for the construction of said project as awarded, subject to concurrence from the FAA along with the execution and receipt of a grant agreement from the Federal Aviation Administration, to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, in the amount of One Million, Seventy-Eight Thousand, Nine Hundred Eighty-Nine dollars and Thirty-Four cents (\$1,078,989.34).

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are hereby authorized and directed to sign and submit an application for funding assistance for construction costs associated with the Newton Airport Pavement Rehabilitation Project to the Federal Aviation Administration.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the City's 10% local match on all project costs (design, engineering, construction, observation, and closeout fees) will be \$125,682.71; and said out-of-pocket costs will be paid from a combination of funds, including \$24,034 from 2022B Bonds and \$101,648.71 from 2024A Bonds.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

**Form of
CONTRACT AGREEMENT**

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

the OWNER:

**City of Newton
403 West 4th Street North, Suite 501
Newton, Iowa 50208**

And the CONTRACTOR:

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Newton Regional Airport generally described as follows;

**Rehabilitate Runway 14/32
Newton Municipal Airport - Earl Johnson Field (TNU)
Newton, Iowa
AIP Project Number 3-19-0065-022-2024**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

(Amount in Written Words)

(Amount in Numerals)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **30 working days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

- a. The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and

expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000.00** per day for each working day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally assisted construction CONTRACTOR certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;

- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Kirkham Michael
4390 114th Street
Urbandale, Iowa 50322

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Newton, Iowa

Address: 403 W. 4th Street N., Suite 501
Newton, Iowa 50208

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name:

Address:

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

PAYMENT BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

AIP 3-19-0065-022-2024

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

\$

(\$)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto, **City of Newton, 403 West 4th Street North, Suite 501, Newton, Iowa 50208**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Rehabilitate Runway 14/32

Project Location: Newton Municipal Airport (TNU), Newton, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms, or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract.
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____
Signature: _____
Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____	Corporate Name: _____
Name and Title: _____	Signature: _____
(Affix Corporate Seal)	Name and Title: _____

SURETY:

ATTEST:

Signature: _____	Surety Name: _____
Name and Title: _____	Signature: _____
(Affix Seal)	Name and Title: _____
	(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____	Signature: _____
	Name and Title: _____

ATTEST:

Signature: _____
Name and Title: _____
(Affix Seal)

PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

AIP 3-19-0065-022-2024

PENAL SUM OF BOND (Expressed in words and numerals)

\$

(\$)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Newton, 403 West 4th Street North, Suite 501, Newton, Iowa 50208**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Rehabilitate Runway 14/32

Project Location: Newton Municipal Airport (TNU), Newton, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this

paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

**SUPPLEMENT TO
CERTIFICATE OF INSURANCE**
(Liability Policies)

This is to certify that the endorsements described below have been issued by the named insurance companies. This supplement does not extend coverage shown on any attached endorsements.

PROJECT: Rehabilitate Runway 14/32, Newton Municipal Airport (TNU), Newton, Iowa

OWNER: City of Newton, 403 West 4th Street North, Suite 501, Newton, Iowa 50208

ENGINEER: Kirkham Michael, 4390 114th Street, Urbandale, Iowa 50322

NAMED INSURED - CONTRACTOR: _____

COMMERCIAL GENERAL LIABILITY INSURANCE

Insuring Company: _____ Address: _____

Policy No.: _____ Inception Date: _____ Expiration Date: _____

UMBRELLA EXCESS LIABILITY

Insuring Company: _____ Address: _____

Policy No.: _____ Inception Date: _____ Expiration Date: _____

AUTOMOBILE LIABILITY INSURANCE

Insuring Company: _____ Address: _____

Policy No.: _____ Inception Date: _____ Expiration Date: _____

The policy or policies have been endorsed to name the Owner and Engineer as Additional Insured as respects to above named project only and as regards Contractors work only.

Endorsement [is] [is not] attached. ☐ Yes ☐ No

The policy or policies listed herein have been endorsed to provide that thirty (30) days prior notice by Registered Mail from the insuring Company (ies) shall be given to the Owner and Engineer named in this certificate (and to _____) in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policy (ies) by the insurer and that immediate notice to the same parties by Registered Mail shall be given in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policies by the insured.

Endorsement [is] [is not] attached. ☐ Yes ☐ No

Are any of the above liability policies "claims made" type policies?

☐ Yes ☐ No

If yes, list policy Nos. _____

COVERAGE PROVIDED: (mark appropriate box)	Yes	No
(1) <u>Operations of Contractor</u>	☐	☐
(2) <u>Operations of Sub-Contractor</u> (Contingent)	☐	☐
(3) <u>Elevators</u> , if any	☐	☐
(4) <u>Contractual Liability</u> to include coverage for Hold Harmless Agreement if such agreement is contained in the contract documents or a sub-contract (in addition to coverage afforded for incidental contract as defined in policy)	☐	☐

PROPERTY DAMAGE INCLUDES: (mark appropriate box)	Yes	No
(1) Coverage for damage due to blasting.....	☐	☐
(2) Coverage for damage due to collapse	☐	☐
(3) Coverage for damage to underground facilities.....	☐	☐
(4) Broad Form Property Damage	☐	☐

Special limitations or conditions as respects entire policy: _____

(IF ENTRY IS MADE ON ABOVE 3 LINES, ATTACH A COPY OF POLICY EXCLUSIONS TO CERTIFICATE)

Dated at _____ on _____, by:

Insuring Company (ies)	*Signature of Authorized Agent(s)	Printed Name of Agent(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Telephone No. Of Agency: _____	Name and Address of Agency: _____
Area Code: _____	_____

THIS SUPPLEMENT MUST BE SIGNED BY THE AGENT OR AGENTS - FACSIMILE NOT ACCEPTABLE

City of Newton Council Report

**Item:**

Public Hearing on resolution approving the purchase agreement for real property at 315, 319, and 321 East 8th Street South Newton, Jasper County, Iowa

Summary:

New public hearing with consolidated legal description

Financial Impact:

No Change from Previous

Report Number: 2024-545

Date:

June 17, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Resolution 2024-105 approved the purchase agreement for the subject property to VL Construction for the purpose of erecting a Homes for Iowa house on the site. At that time a non-consolidated legal description was used. Additionally, the reviewing attorney recommended adding the specific phrase "South East Addition" within the legal for 319 E 8th St S. This action holds a public hearing using the consolidated legal with the reference to "South East Addition".

No change to the previously approved purchase agreement, other than the legal description.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL
PROPERTY AT 315, 319, AND 321 EAST 8TH STREET SOUTH
NEWTON, JASPER COUNTY, IOWA

WHEREAS, VL Construction, LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 315, 319, 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;

WHEREAS, said real estate is not needed for public purposes, and

WHEREAS, Iowa Code Chapter 364.7 requires cities to set a public hearing before selling or disposing of real estate, and,

WHEREAS, the City has set such a hearing, given the required public notice, and held the public hearing; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:

That the attached Purchase Agreement for property at 315, 319, and 321 East 8th Street South be approved and accepted, subject to the restrictions in the agreement and that the signatures of the Mayor and City Clerk are obtained for the agreement.

PASSED this _____ day of June, 2024.

APPROVED this _____ day of June, 2024.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **315, 319, 321 East 8th Street South**, is made on or as of the _____ day of _____, 2024, by and between the City of Newton, Iowa (hereinafter "City"), and VL CONSTRUCTION, LLC, 423 110th Ave, Otley IA 50214. (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Five Hundred** Dollars (\$500.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

SECTION 2. TAXES. The City will prorate to the Buyer the taxes incurred under City ownership until the time of closing. All regular taxes due and payable after closing shall be the responsibility of the Developer.

SECTION 3. SPECIAL ASSESSMENTS. The City shall pay all special assessments which are a lien on the date of acceptance of this offer. None are known at this time.

SECTION 4. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

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;

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Bierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

c) Abstract of Title. The Seller shall provide an abstract of Title to the Purchaser for property subject to this agreement. It will be the Seller's responsibility to have abstract(s) updated. The abstract(s) shall become the property of the Purchaser at the time of the delivery of the deed.

SECTION 6. IMPROVEMENTS. The Buyer shall be responsible for making improvements to the property as follows:

- a) Consolidation of the three properties into one development lot.
- b) Construction of at least a 3-bedroom single family home, substantially similar to plans shown in "Attachment A" of this agreement, which meets all adopted applicable codes for the City of Newton and State of Iowa within 2 years of the date of transfer of the property.
- c) Removal and clean-up of old, deteriorated, and excess concrete/drive approaches located in the right-of-way abutting this property.

SECTION 7. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. The Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of the City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion.

SECTION 8. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of the Buyer to timely construct certain improvements, the City will furnish the Buyer with a Certificate of Completion so certifying. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If the City shall refuse or fail to provide certification in accordance with this Section, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating with detail in what respects the Developer has failed to complete the improvements in accordance with this Agreement, or its otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

SECTION 9. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party

alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

In the event that the City does not tender conveyance or possession of the Property in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Purchaser, then this Agreement shall, at the option of the Purchaser, be terminated by written notice thereof to the City, and neither the City nor the Purchaser shall have any further rights against or liability to the other under this Agreement. All deposits, if any, shall be returned to the Purchaser.

SECTION 10. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of the Buyer, is addressed or delivered personally to the Buyer at the address stated in preamble to this Agreement; and,

(b) In the case of the City, is addressed or delivered personally to the City Administrator, 101 West 4th Street South, Newton, IA 50208, or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 11. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 12. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein

shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

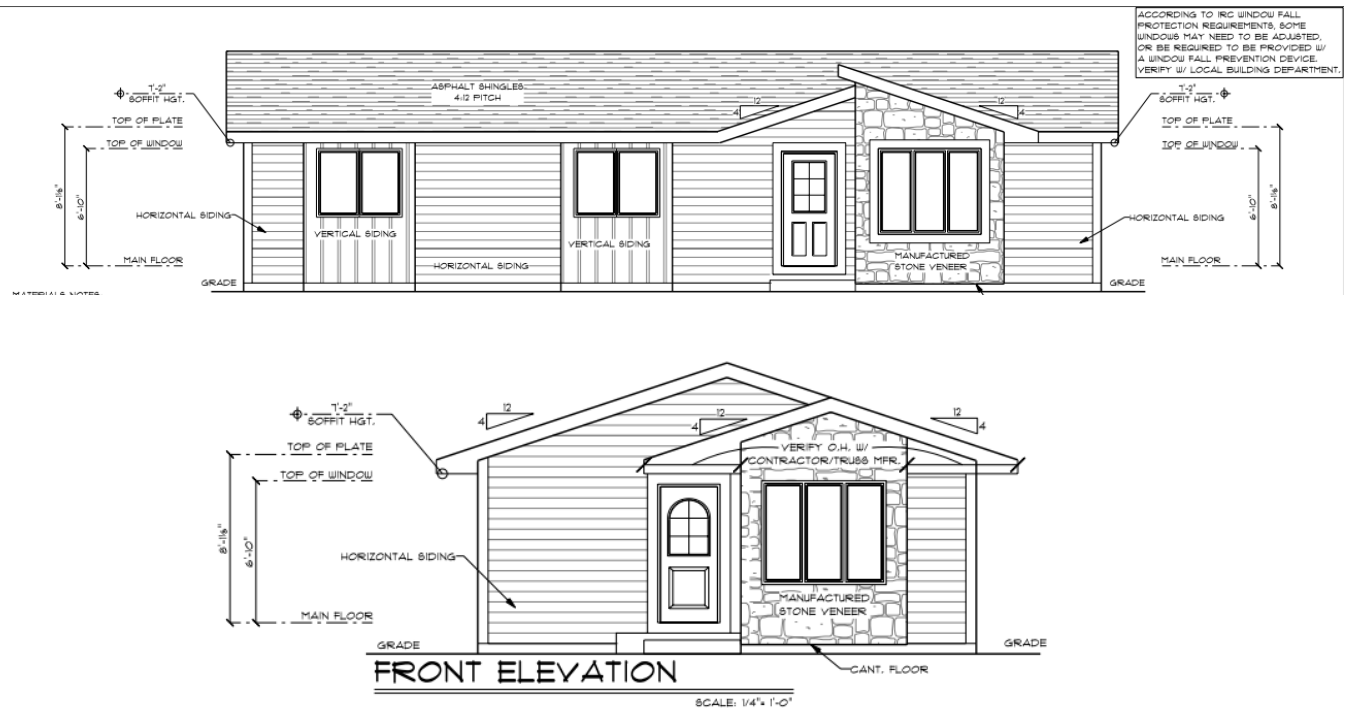
PURCHASER:

By: _____

Tyler Vanderlinden
VL Construction, LLC

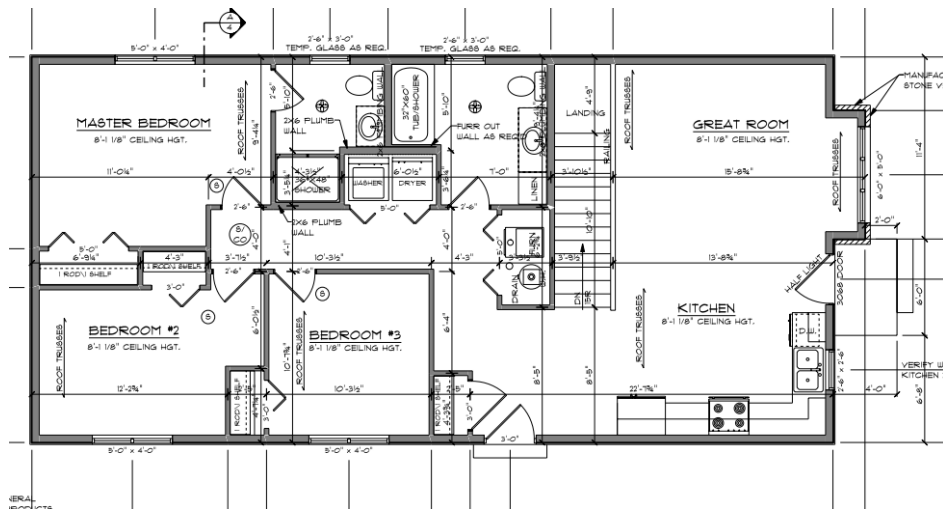
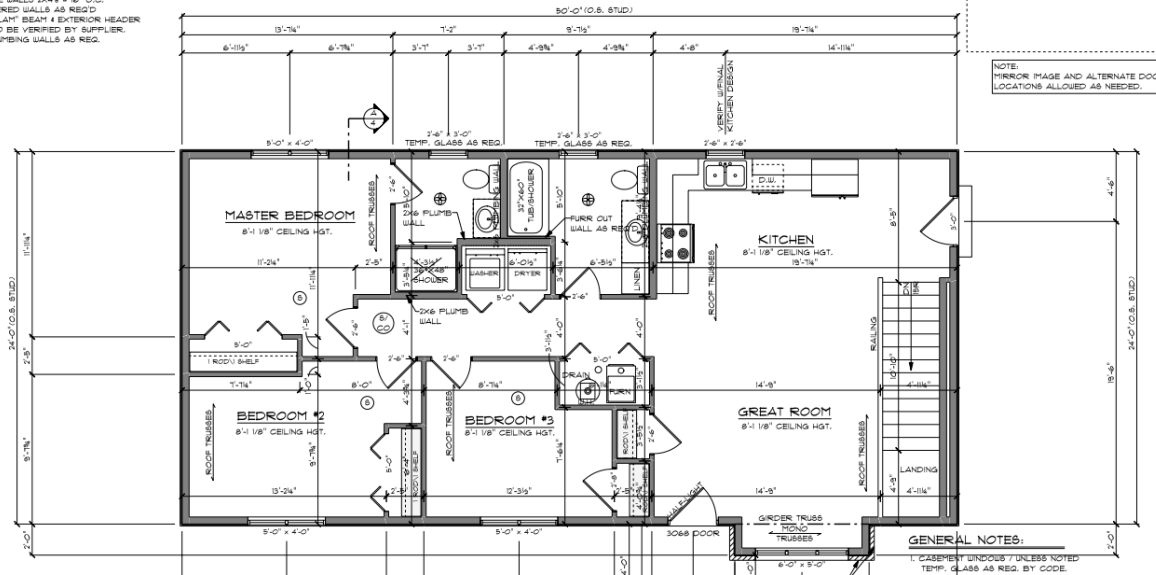
ATTACHMENT A. Building Plans

Front Elevation Options



Main Floor Plan Options

IF WALLS ARE TO BE
 BRICK WALLS AS REQ'D
 LAM' BEAM & EXTERIOR HEADER
 TO BE VERIFIED BY SUPPLIER.
 LIVING WALLS AS REQ.



City of Newton Council Report

**Item:**

Resolution to Approve an Urban Renewal Plan Amendment for 2019 Sports Entertainment Urban Renewal Area

Summary:

Resolution to Approve an Urban Renewal Plan Amendment for the 2019 sports Entertainment Urban Renewal Area

Financial Impact:

No Financial Impact, this action only amends the Urban Renewal Plan

Report Number: 2024-599

Date:

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

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

The Developer has requested a substantial increase in the minimum assessment of the property, thus increasing the amount of property taxes eligible for rebate. An amendment to the Plan has been prepared which includes increasing the amount of the property tax rebates to the Developer.

Recommendation:

Staff recommends approval of the resolution to approve an amendment to the 2019 Sports Entertainment Urban Renewal Plan.

Matt Muckler, City Administrator

HEARING ON AND APPROVAL OF
AMENDMENT TO THE 2019 SPORTS
ENTERTAINMENT URBAN RENEWAL
AREA

504612-67

Newton, Iowa

June 17, 2024

The City Council of the City of Newton, Iowa, met on June 17, 2024, at 6:00 p.m., at City Hall Council Chambers, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area," seconded by Council Member _____. After due

consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO.2024-_____

Resolution to Approve Urban Renewal Plan Amendment for the 2019 Sports Entertainment Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which updates the description of the City’s Sports Entertainment Complex Development Project (the “Project”); and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on June 17, 2024; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Jasper County and the Newton Community School District; the consultation meeting was held on the 31st day of May, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City’s undertaking under the Amendment. Should such issues arise with future projects, then the

City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved June 17, 2024.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY
CITY OF NEWTON

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Newton, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the 2019 Sports Entertainment Urban Renewal Area in the City of Newton, Iowa.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

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

June, 2024

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

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

Name of Project: Sports Entertainment Complex Development Project

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

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

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

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

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

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

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

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

EXHIBIT A

DEVELOPMENT PROPERTY DESCRIPTION

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

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

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

Parcel 4:

Parcel ID: 1301300011

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

Parcel 5:

Parcel ID: 1301300012

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

City of Newton Council Report

**Item:**

Public Hearing on Approval of an Amended Development Agreement with The Circle Development, LLC, Including Annual Appropriation Tax Increment Payments

Summary:

Approval of the third version of the development agreement for project fast-pitch increasing the minimum assessment to \$36 million from \$25 million, which will in turn increase the total value of tax rebates to the project

Financial Impact:

Increase of \$5,975,000 in total tax rebate over the 20 years

Report Number: 2024-590

Date:

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton previously entered into a development agreement with The Circle Development, LLC to support the development of Project Fastpitch, a multi-field softball complex, which includes an indoor facility. The project aligns with the City's economic development goals as articulated in *Envision Newton 2042*, the City's comprehensive plan.

The previous development agreement articulated a minimum assessment amount for the project of \$25 million, which then translated into a total tax rebate benefit over 20 years of \$13,525,000. The tax rebate schedule is as follows:

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

As the project has continued on in the development process, it has become known that the developers intend to invest \$60 million into the project's construction. Subsequently, it is desirable to increase the minimum assessment to \$36 million. The total not-to-exceed tax rebate benefit over the 20-year period then also increases. That new value is \$19,000,000.

No other changes have been made the development agreement with this amendment.

Recommendation:

Staff recommends approval

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

Matt Muckler, City Administrator

June 12, 2024

VIA EMAIL

Matt Muckler
City Administrator/City Hall
Newton, IA

Re: Third Amended Development Agreement (The Circle Development, LLC)
File No. 504612-67

Dear Matt:

Attached please find the proceedings covering the City Council's public hearing on the proposed Third Amended Development Agreement with The Circle Development, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

A copy of the Resolution must be filed with the Jasper County Auditor. Please print an extra copy for that purpose.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Third Amended Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Lisa Frasier
Erin Chambers
Katrina Davis

HOLD HEARING ON AND APPROVE
THIRD AMENDED DEVELOPMENT
AGREEMENT AND TAX INCREMENT
PAYMENTS

(The Circle Development, LLC)

504612-67

Newton, Iowa

June 17, 2024

A meeting of the City Council of the City of Newton, Iowa, was held at 6:00 p.m., on June 17, 2024, at the City Hall Council Chambers, Newton, Iowa, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Third Amended Development Agreement between the City and The Circle Development, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION _____

Resolution Approving Third Amended Development Agreement with The Circle Development, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

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

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

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

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

WHEREAS, a certain Third Amended Development Agreement (the “Third Amended Agreement”), between the City and the Company has been prepared to set forth the new understanding between the City and the Company; and

WHEREAS, under the Third Amended Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Company in a total amount not exceeding \$19,500,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Third Amended Agreement on June 17, 2024, and has otherwise complied with statutory requirements for the approval of the Third Amended Agreement, and it is now necessary to make provision for the approval of the Third Amended Agreement; and

WHEREAS, a certain amended Assessment Agreement (the “Amended Assessment Agreement”) has been prepared as an accompaniment to the Third Amended Agreement, and it is now necessary to make provision for its approval; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Newton and Iowa economies; and

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed Payments; and

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Third Amended Agreement and providing the Payments to the Company as provided for therein.

Section 3. The Third Amended Agreement and the Amended Assessment Agreement are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to

execute and deliver the Third Amended Agreement and the Amended Assessment Agreement on behalf of the City, in substantially the form and content in which the Third Amended Agreement and the Amended Assessment Agreement have been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Third Amended Agreement and the Amended Assessment Agreement.

Section 4. All payments by the City under the Third Amended Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Third Amended Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Third Amended Agreement shall be payable solely from a subfund (the "Project Fastpitch Subfund") which has been established by prior resolution of the Council, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

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

Parcel 4:

Parcel ID: 1301300011

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

Parcel 5:

Parcel ID: 1301300012

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

Section 5. The City hereby pledges to the payment of the Third Amended Agreement the Project Fastpitch Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the

Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Project Fastpitch Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Jasper County to evidence the continuing pledging of the Project Fastpitch Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved June 17, 2024.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to holding a public hearing and adopting a resolution to approve a Third Amended Development Agreement.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

STATE OF IOWA

SS:

JASPER COUNTY

I, the undersigned, County Auditor of Jasper County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Newton, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on June 17, 2024, entitled: "Resolution Approving Third Amended Development Agreement with The Circle Development, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor

THIRD AMENDED DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$60,000,000.00 into capital improvements for the Project, including construction work and other furnishings. The Company submitted to the City a detailed preliminary site plan (the "Site Plan") on September 16, 2019 for the development of the Project, which is set forth as Exhibit B hereto. The Company agrees to construct the Project in substantial conformance with the Site Plan and to substantially complete such construction by no later than December 31, 2026.

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

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

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

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

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

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

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

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

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

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

6. Insurance.

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

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

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

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

7. Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses,

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

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

8. Default Provisions.

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

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

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

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

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

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

B. City’s Obligations

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

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

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

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

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

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

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

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

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

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

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

C. Administrative Provisions

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

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

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

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

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

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

Parcel 4:

Parcel ID: 1301300011

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

Parcel 5:

Parcel ID: 1301300012

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

EXHIBIT B

SITE PLAN

EXHIBIT C

FORM OF ASSESSMENT AGREEMENT

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

Preparer Information: (name, address and phone number)

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

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

The Circle Development, LLC

Legal Description: See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

1. Effective January 1, 2025, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Thirty-Six Million Dollars (\$36,000,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2027, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

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

taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

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

Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

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

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

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

AND

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

AND

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

CERTIFICATION BY ASSESSOR

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

County Assessor for Jasper County,
State of Iowa

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

Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

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

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

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

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

City of Newton Council Report

**Item:**

Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 600 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 17, 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:

Staff recommends approval.

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 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:**

Second 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 17, 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:

First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title V, Chapter 53: Stormwater Utility

Report Number: 2024-543

Date:

June 17, 2024

Lead Department:

Public Works

Recommendation:

Approve

Summary:

Adjusting stormwater utility rates for the next five years. The current rate is \$4.50 per ERU, which generates approximately \$53,942 in monthly revenue or \$647,304 annually.

Financial Impact:

Estimated average monthly and annual revenue in FY25 by Alternative (with the ERU Rate in parentheses):

Alternative #1	\$0.00	\$0.00	(\$0.00)
Alternative #2	\$53,942	\$647,304	(\$4.50)
Alternative #3	\$56,700	\$680,400	(\$4.73)
Alternative #4	\$62,933	\$755,196	(\$5.25)
Alternative #5	\$75,520	\$906,240	(\$6.30)
Alternative #6	\$81,873	\$982,476	(\$6.83)
Alternative #7	\$71,924	\$863,088	(\$6.00)

Estimated average monthly and annual revenue in FY29 by Alternative (with the ERU Rate in parentheses):

Alternative #1	\$0.00	\$0.00	(\$0.00)
Alternative #2	\$53,942	\$647,304	(\$4.50)
Alternative #3	\$68,927	\$827,124	(\$5.75)
Alternative #4	\$76,479	\$917,748	(\$6.38)
Alternative #5	\$91,583	\$1,098,996	(\$7.64)
Alternative #6	\$99,614	\$1,195,368	(\$8.31)
Alternative #7	\$119,873	\$1,438,476	(\$10.00)

Background:

At the October 19, 2020, city council meeting, the Newton City Council approved the creation of a Stormwater Utility Ordinance, which was the result of the City of Newton's need for funds to be dedicated to the sole purpose related to stormwater activities, such as administering the design, construction, maintenance, and operation of the utility system, including capital improvements. These items may also include but are not limited to acquiring, constructing, leasing, owning, operating, maintaining, extending, expanding, replacing, cleaning, dredging, repairing, conducting, managing, and financing such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a system of storm and surface water management. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and other facilities relating to collection, runoff, treatment, and retention.

Since the ordinance's creation, numerous projects have been completed or are under construction, including the completion of a Storm Water Capital Improvement Planning Study, additional storm water improvements on the Union Drive Reconstruction Project, stormwater improvements on the W. 4th St. S. Reconstruction Project, Fairmeadows North Plat 7 stormwater improvements, and numerous infrastructure improvements completed by Public Works Operations staff.

The ordinance established the Equivalent Residential Unit (ERU) as the equivalent of Four Thousand (4,000) square feet of impervious area as the official unit of measurement. The ERU rate for residential and non-residential properties was as follows:

Commencing January 1, 2021, the ERU rate shall equal \$4.00

Commencing July 1, 2022, the ERU rate shall equal \$4.25

Commencing July 1, 2023, the ERU rate shall equal \$4.50

The initial ordinance did not include additional rate increases, with future increases to be determined by ordinance of the city council. Rates need to be increased yearly to keep pace with increasing operating costs and infrastructure replacement, repairs, capital projects, and equipment. A 5% rate increase is proposed each year for the next five years, effective July 1, 2025-2029. Small rate increases periodically to keep up with inflation help avoid a large rate increase at a later date.

Alternative #1

City Council could eliminate the stormwater utility and the stormwater utility fee.

Alternative #2

City Council could make no changes to the current ERU rate of \$4.50

Alternative #3

City Council could adopt 5% annual increases to the ERU rate for five years for residential and non-residential properties starting on July 1, 2025:

Commencing July 1, 2025, the ERU rate shall equal \$4.73

Commencing July 1, 2026, the ERU rate shall equal \$4.97

Commencing July 1, 2027, the ERU rate shall equal \$5.22

Commencing July 1, 2028, the ERU rate shall equal \$5.48

Commencing July 1, 2029, the ERU rate shall equal \$5.75

Alternative #4

City Council could increase the ERU rate to \$5.00 effective January 1, 2025, followed by a five-year, 5% annual increase for residential and non-residential properties starting on July 1, 2025:

Commencing July 1, 2025, the ERU rate shall equal \$5.25

Commencing July 1, 2026, the ERU rate shall equal \$5.51

Commencing July 1, 2027, the ERU rate shall equal \$5.79

Commencing July 1, 2028, the ERU rate shall equal \$6.08

Commencing July 1, 2029, the ERU rate shall equal \$6.38

Alternative #5

City Council could increase the ERU rate to \$6.00 effective January 1, 2025, followed by a five-year, 5% annual increase for residential and non-residential properties starting on July 1, 2025:

Commencing July 1, 2025, the ERU rate shall equal \$6.30

Commencing July 1, 2026, the ERU rate shall equal \$6.62

Commencing July 1, 2027, the ERU rate shall equal \$6.95

Commencing July 1, 2028, the ERU rate shall equal \$7.28

Commencing July 1, 2029, the ERU rate shall equal \$7.64

Alternative #6

City Council could increase the ERU rate to \$6.50 effective January 1, 2025, followed by a five-year, 5% annual increase for residential and non-residential properties starting on July 1, 2025:

Commencing July 1, 2025, the ERU rate shall equal \$6.83

Commencing July 1, 2026, the ERU rate shall equal \$7.17

Commencing July 1, 2027, the ERU rate shall equal \$7.53

Commencing July 1, 2028, the ERU rate shall equal \$7.91

Commencing July 1, 2029, the ERU rate shall equal \$8.31

Alternative #7

City Council could increase the ERU rate to \$5.00 effective January 1, 2025, followed by a five-year, \$1.00 annual increase for residential and non-residential properties starting on July 1, 2025:

Commencing July 1, 2025, the ERU rate shall equal \$6.00

Commencing July 1, 2026, the ERU rate shall equal \$7.00

Commencing July 1, 2027, the ERU rate shall equal \$8.00

Commencing July 1, 2028, the ERU rate shall equal \$9.00

Commencing July 1, 2029, the ERU rate shall equal \$10.00

Our residents deserve better than to deal with flooded basements every time we have large rain events. While we can't eliminate all instances of stormwater and wastewater issues caused during heavy rain events, we need to make progress and leave the system better than we found it. Taking substantial but reasonable steps towards this goal is something that the City Council should consider. This common-sense approach would improve the system over time, which would be complemented by forthcoming enhancements to our Inflow & Infiltration (I&I) Program to increase grants to homeowners who desire to make improvements to private infrastructure. Also forthcoming would be the promotion of private insurance policies which residents could take advantage of in order to pay for repair and replacement of private water and sewer lines. City staff would also administer a Storm Water Best Management Practices (BMP) Program which starts with incentivizing rain barrels and could later expand to rain gardens, soil restoration projects, bioswales, and more. Another reminder is that Road Use Tax (RUT) funds are currently subsidizing stormwater capital needs. By implementing a modest increase to the Stormwater ERU rate, the Council can increase the amount of RUT funding that goes to fixing our streets. Finally, City staff is working on ordinance language which would require homeowners who are in violation of our current Code to eliminate I&I at the time of the sale of each property.

The following goals are articulated within the Storm Water Capital Improvements Planning Study, produced by Bolton & Menk on August 25, 2023:

- Provide for the safe and efficient capture of stormwater runoff
- Mitigate the damaging effects of stormwater runoff
- Correct stormwater problems
- Fund activities of stormwater management including design, planning, regulations, construction and education.

The City of Newton contracted with McClure Engineering to produce a Utility Rate Study, dated April 7, 2023. Here are excerpts from that study regarding stormwater rates:

4.0 STORMWATER UTILITY COMPARISON

4.1 Information Gathered

Stormwater Utility related information was also gathered from the identified peer communities. Stormwater Utilities are not uncommon in Iowa, but not all communities assess stormwater fees. Of the peer communities identified, the following currently do not charge a stormwater fee: Clinton, Creston, Denison, Mount Pleasant, and Pella.

For the communities that do charge a fee, the following information was requested:

- Unit Classification (ERU/ESU/Flat Fee)
- Minimum Fee Amount

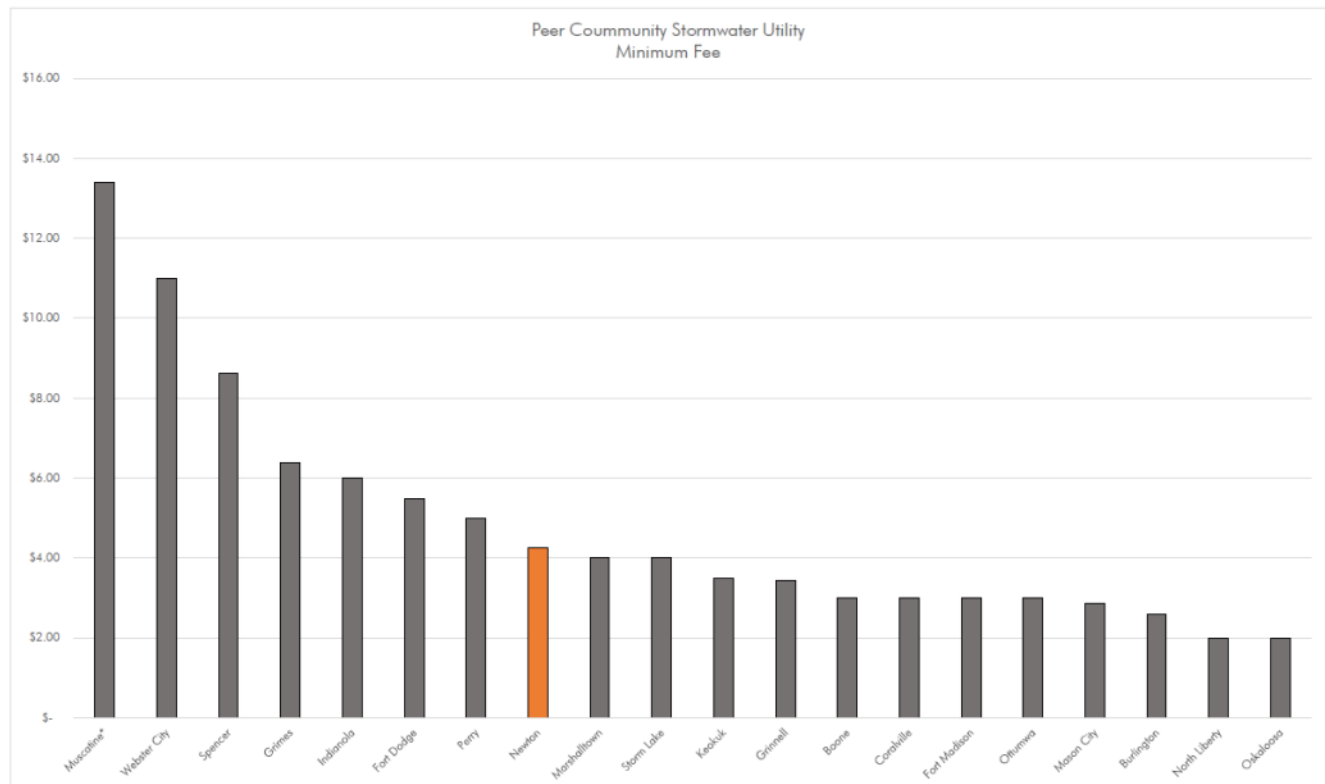
Many communities identify their stormwater utility fee based upon an ERU (Equivalent Residential Unit) or ESU (Equivalent Service Unit), but often these units are essentially a flat fee assessed per residential unit. Multi-family or commercial properties may be charged at a higher rate based on the identified ERU or ESU, however.

Based on a review of the stormwater utility for the peer communities, it is recommended that the City of Newton assess a flat rate fee per residential unit. By using this fee structure, it is easy to assess the user and provides a simple, straightforward approach that is easily understandable for the user.

4.2 Residential Rate Graph Comparison

Figure 4.1 provides a visual comparison of monthly stormwater utility fees by peer community. The City of Muscatine's stormwater utility fee is a combined fee of sanitary collection and drainage fees and is therefore the highest fee per month at \$13.40. Both North Liberty and Oskaloosa charge a \$2.00 per month stormwater utility fee and are the lowest of the peer communities. The City of Newton is currently in the 60th percentile and charges \$4.25 per month. They plan to increase their fee to \$4.50/month beginning July 1, 2023.

Figure 4.1 – Peer Community Stormwater Utility Minimum Fee



9



It is likely that some of these communities have raised their stormwater fees since the data from this study was gathered, approximately 18 months ago. City staff recommends the adoption of Alternative #3, which would produce an ERU rate of \$5.75, effective July 1, 2029. This is more than our current rate of \$4.50, but much less than what would be produced in Alternative #7 (\$10.00). Even if we adopted Alternative #7, we could not construct all of the stormwater infrastructure that is identified in the Storm Water Capital Improvements Planning Study, however, City staff feels that Alternative #3 accomplishes a good balance between increasing rates in a reasonable manner and allowing the City to address the goals articulated within the Storm Water Capital Improvements Planning Study. It also would allow more RUT funds to be spent where they are intended to be spent, on our streets. Finally, smaller more frequent increases to keep pace with inflation would reduce the need for larger increases at a later date.

Recommendation:

Approval of the Ordinance increasing the stormwater utility ERU rate by 5% each year for the next five years, starting on July 1, 2025.

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016,
TITLE V PUBLIC WORKS, BY ADDING CHAPTER 53 STORMWATER UTILITY.**

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 V, is hereby amended by adding the following new Chapter 53 Stormwater Utility:

CHAPTER 53, STORMWATER UTILITY

- 53.001 Purpose
- 53.002 Definitions
- 53.003 Creation of a Stormwater Utility
- 53.004 Responsibility for Stormwater Management and Drainage System
- 53.005 Powers of the Utility Management and Drainage System
- 53.006 Organization
- 53.007 Requirements for On-Site Stormwater
- 53.008 Establishment of the Equivalent Residential Unit ("ERU") Square Foot Equivalent
- 53.009 Determination of ERU
- 53.010 Stormwater Utility Charge and Billing Procedures
- 53.011 ERU Rate
- 53.012 Powers of Director of the Stormwater Utility
- 53.013 Appeals
- 53.014 Exemptions to Stormwater Service Charges

General Provisions

53.001 PURPOSE.

In order to protect, maintain and enhance the environment of the City and the health, safety and welfare of the public by controlling discharges and pollutants into the City's stormwater system. This chapter establishes a policy, procedure, and enforcement mechanism for managing and controlling the quantity and quality of stormwater runoff, within the city limits of Newton, Iowa. The management shall include the establishment of a stormwater utility to provide revenues for whatever aspects of this requirement are deemed appropriate by the City.

The function of the Stormwater Utility is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management including design, planning, regulations, construction and education.

The city finds, determines and declares that the stormwater drainage system provides benefits and services to all property within the city limits. Such benefits include, but are not limited to: the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters.

53.002 DEFINITIONS.

AGRICULTURAL PROPERTY(IES) shall mean those lots or parcels of real estate used as a "farm", as defined by the state of Iowa and listed on Jasper County Assessor's website. Agricultural properties may or may not contain a dwelling unit(s) and/or other buildings or structures.

CITY means the City of Newton, Iowa.

CITY ADMINISTRATOR means the City Administrator of the City or his/her designee.

CLASSIFICATION OF REAL ESTATE shall be classified as defined in the Iowa Administrative Code chapter 71, 701-71 Assessment Practices And Equalization, 701-71.1 Classification of real estate.

COMMERCIAL PROPERTY(IES) shall mean those properties which have been classified by the state of Iowa and listed on Jasper County Assessor's website as primarily used for commercial purposes. Commercial properties shall also include properties with mixed commercial and residential uses.

DEVELOPED PROPERTY A property altered from its natural state by the construction or installation of a structure thus increasing the amount of rainwater or surface water runoff.

DIRECTOR shall mean the Public Works Director / director of the stormwater utility.

EQUIVALENT RESIDENTIAL UNIT (ERU) Shall mean the average impervious area of a residential property within the city, and shall be used as the basis for determining stormwater utility charges to residential properties as set forth in this division.

EXEMPT PROPERTIES Shall mean those properties classified as exempt from property taxes by the County Assessor.

FACILITY means the premises on which industrial, commercial and/or land disturbing activity occurs.

GROUNDWATER Subsurface water or water stored in pores, cracks, and crevices in the ground.

IMPERVIOUS AREA The number of square feet of hard surfaced areas which either prevent or resist the entry of water into soil surface, as it entered under natural conditions as undeveloped property, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from what would be present under natural conditions as undeveloped property. This includes, but is not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and semi-impervious surfaces such as gravel which are used as driveways or parking lots.

INDUSTRIAL PROPERTIES shall mean those properties which have been classified as primarily used for industrial purposes as defined by the state of Iowa and listed on Jasper County Assessor's website.

MULTI-FAMILY RESIDENTIAL shall mean those properties which have been classified as primarily used for multi-family purposes as defined by the state of Iowa and listed on Jasper County Assessor's website. These properties containing a structure or structures which contain(s) multi-family residential units, designed for occupancy by multiple families for the purpose of residing in, including but not limited to Mobile home parks, Manufactured home communities, Land-leased communities, assisted living facilities, and other property primarily used or intended for human habitation containing three or more separate dwelling units.

OCCUPANT The person residing or doing business on the property. In a family or household situation, the person responsible for the obligation imposed shall be the adult head of the household. In a shared dwelling or office situation, the adult legally responsible for the management or condition of the property shall be responsible.

OWNER The legal owner(s) of record as shown on the tax rolls of the city of Newton, except where there is a recorded land sale contract, the purchaser thereunder shall be deemed the owner.

RESIDENTIAL Developed property containing a structure which contains one or more bedrooms, with a bathroom and kitchen facilities, designed for occupancy by one family. Residential units include all single-family and duplex properties for the purpose of residing in, within the city of Newton.

STORM DRAIN SYSTEM means publicly-owned facilities by which stormwater is collected and/or conveyed, including, but not limited to any roads with drainage systems, municipal streets, gutters, discharges, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and man-made or altered drainage channels, reservoirs or other drainage structures.

STORMWATER means any surface, flow, runoff, snowmelt runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORM SEWER A sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.

STORMWATER DRAINAGE SYSTEM All manmade facilities, structures, and natural watercourses owned by the city of Newton, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

STORMWATER FACILITIES Various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, stream channels, outlets, retention/detention basins, infiltration practices and other structural components.

STORMWATER MANAGEMENT The tasks required to control stormwater runoff using stormwater management systems, to protect the health, safety, and welfare of the public, and comply with relevant state and federal regulations.

STORMWATER MANAGEMENT SYSTEMS Address the issues of drainage management (flooding) and environmental quality (pollution, erosion, and sedimentation) of receiving rivers, streams, creeks, lakes, ponds, and reservoirs through improvements, maintenance, regulation and funding of plants, works, instrumentalities and properties used or useful in the collection, retention, detention, and treatment of stormwater or surface water drainage.

STORMWATER UTILITY The utility established under this chapter for the purpose of managing stormwater and imposing charges for the recovery of costs connected with such stormwater management.

SURFACE WATER Water bodies and any water temporarily residing on the surface of the ground including lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

UNDEVELOPED PROPERTY Land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have minimal concrete pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface.

USER The owner and/or occupant of any developed property within the limits of the city of Newton, and any person who uses property which maintains connection to, discharges to, or otherwise receives services from the city for stormwater management. The occupant of any habitable property is deemed the user. If the property is not occupied, then the owner shall be deemed the user.

UTILITY CHARGES The periodic rate, fee or charge applicable to a parcel of developed land, which charge shall be reflective of the service provided by the city of Newton stormwater utility. Utility charges are based on measurable parameters which influence the stormwater utility's cost of providing services and facilities, with the most important factor being the amount of impervious area on each parcel of developed land.

WATERCOURSE A natural overland route through which water passes, including drainage courses, streams, creeks, and rivers.

53.003 CREATION OF A STORMWATER UTILITY.

The function of the Stormwater Utility is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management including design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities.

There is hereby established a stormwater utility within the City of Newton, Iowa which shall be responsible for creating revenue for stormwater management throughout the City's corporate limits, and shall provide for the management, protection, control, regulation, use, and enhancement of stormwater systems and facilities. Such utility shall be under the operational direction of the Public Works Director or his/her designee. The corporate limits of the City, as increased from time to time, shall constitute the boundaries of the stormwater utility district.

The City shall establish a Stormwater Utility Fund in the City budget and accounting system, separate and apart from its General Fund, for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the utility.

In order to manage additions and improvements to the city stormwater systems, the City must have adequate and stable funding for its stormwater management program operating and capital investment needs. It is determined and declared to be necessary and conducive to the public health, welfare, safety and convenience of the City and its residents that charges be levied and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the City stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair and replacement, including the payment of debt service, for construction and repair of the stormwater drainage system and flood protection improvements comprising the stormwater utility.

53.004 RESPONSIBILITY FOR STORMWATER MANAGEMENT AND DRAINAGE SYSTEM.

The City stormwater management and drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made that are located within public streets, rights-of-way, and easements within the political boundaries of the City of Newton which control and/or convey stormwater through which the City intentionally diverts surface waters from its public streets and properties. The City owns or has legal access for purposes of operation, maintenance and improvements to those segments of this system which are subject to easements of rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operation, maintenance, and/or improvement of systems and facilities.

Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City of Newton and for which there has been no public dedication of such systems and facilities for operation, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner.

It is the intent of this section to protect the public health, safety and general welfare of all properties and persons in general, but not to create any special duty or relationship with an individual person or to any specified property within or without the boundaries of the City of Newton. The City of Newton expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created.

53.005 POWERS OF THE UTILITY MANAGEMENT AND DRAINAGE SYSTEM.

The stormwater management utility shall have the following powers, duties and responsibilities:

1. Prepare ordinances as needed to implement this division and place them for consideration and adoption by the City Council, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.
2. Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements.
3. Administer and enforce this chapter and all ordinances, regulations and procedures related to design, construction, maintenance, operation and alteration of the utility system, including, but not limited to the quantity, quality and/or velocity of the stormwater conveyed hereby.
4. Inspect private systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted by this chapter.
5. Review plans, approve or deny, inspect and accept extensions to the stormwater drainage system.
6. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines, and other revenues of the utility, and to make recommendations regarding adjustment to such fees, charges, fines and other revenues.
7. Prepare and file an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing portions of the system.

8. Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a system of storm and surface water management. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and such other facilities relating to collection, runoff, treatment and retention as will support a stormwater management system.

53.006 ORGANIZATION.

The City Council shall be the governing body of the stormwater management utility. The stormwater management utility shall be under the direction, management and control of the Public Works Director, who shall function as its director. In that capacity, the director or the director's designee shall supervise the day-to-day operation of the stormwater management utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted by the City Council and shall carry out the policy directives of the City Council acting in its role as governing body of the stormwater management utility.

53.007 REQUIREMENTS FOR ON-SITE STORMWATER.

- A. All property owners and developers of developed real estate property within the City of Newton shall provide, manage, maintain, and operate on-site stormwater systems sufficient to collect, convey, detain, and discharge stormwater in a safe manner consistent with all City, State, and Federal laws and regulations.
- B. Pursuant to Iowa Code Section 364.12(3) or successor section of the State Code, any failure to meet this obligation may constitute a nuisance and may be subject to an abatement action filed by the City. In the event a nuisance is found to exist, which the owner fails to properly abate within such reasonable time as allowed by the City, the City may enter upon the property and complete such work as is reasonably necessary to be performed, with the actual cost thereof assessed against the owner in the same manner as a tax levied against the property. The City shall have the right, pursuant to the authority of this section, for its designated officers and employees to enter upon private and public property owned by entities other than the City, upon reasonable notice to the owner thereof, to inspect the property and conduct surveys and engineering tests thereon in order to assure compliance.

53.008 ESTABLISHMENT OF THE EQUIVALENT RESIDENTIAL UNIT("ERU") SQUARE FOOT EQUIVALENT.

For purposes of this chapter, the Equivalent Residential Unit (ERU) shall be the equivalent to Four Thousand (4,000) square feet of impervious area as measured from aerial photography.

53.009 DETERMINATION OF ERU.

Any property, lot, parcel of land, building or premises that is a tributary directly or indirectly to the stormwater system of the city, shall be subject to a fee based upon the quantity of impervious area situated thereon. This charge is not related to the water and/or sewer service and does not rely on occupancy of the premises to be in effect. All properties having impervious area within the city of Newton will be assigned an equivalent residential unit (ERU) or a multiple thereof, as calculated in this section, with all properties having any impervious area receiving at least one ERU, which shall be considered the base rate.

Residential and Multi-Family Residential Property

Single-Family Residential Property. The stormwater utility charge for single-family properties shall be one hundred percent (100%) of one ERU rate per month.

Multi-Family Properties.

The stormwater utility charge for all multi-family residential units shall be one ERU times the number of residential units for the first twenty (20) units, plus 50% ERU rate for each unit after the first twenty units until a maximum cap of 60 units is met. For instance, the stormwater utility charge for a two-family residential property shall be 2 times the ERU rate per month, the stormwater utility charge for three-family residential properties shall be 3 times the ERU rate per month and the stormwater utility charge for an 80 unit multi-family residential property shall be 20 at 100% ERU value, remaining 40 to reach the maximum cap of 60 units at 50% ERU value rate per month.

Agricultural Property

The stormwater utility charge for Agricultural properties shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Commercial Property

The stormwater utility charge for Commercial properties, or a structure containing both residential and Commercial uses, shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Exempt Property

The stormwater utility charge for Exempt properties shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate for the first twenty (20) ERUs, plus 50% ERU rate for each ERU after the first twenty ERU's until a maximum cap is met of 60 ERU.

Industrial Property

The stormwater utility charge for Industrial properties shall be calculated as follows:

Impervious surface shall be measured to determine the square feet, then divided by the ERU equivalent of (4,000 square feet), rounded to the nearest whole number to determine number of ERU. The property will be billed at one hundred percent (100%) of the ERU rate up to the maximum cap of seven hundred and fifty (750) ERUs.

53.010 STORMWATER UTILITY CHARGE AND BILLING PROCEDURES.

All contributors and users shall pay a stormwater utility charge monthly as calculated pursuant to this Ordinance. For purposes of this Ordinance, the storm water utility charge which shall be payable monthly, shall be determined by multiplying the ERU applicable under Section 53.010 by the ERU rate specified in section 53.011.

The stormwater utility charge shall commence upon the earlier of the following:

- A. The issuance of a certificate of occupancy. Ninety (90) days after construction is halted, provided construction is at least 50% complete in the judgment of the director.
- B. Ninety (90) days after construction is completed, even if no certificate of occupancy has been issued.
- C. Once the property has water meter installed.

The determination of the stormwater utility charge shall be the responsibility of the Director, or his/her designee. All stormwater utility charges are due and payable under the same terms and conditions provided for payment of a combined service account as outlined in Section 52.115 of this Code.

The owner of the premises served and the tenant or occupant thereof shall be jointly and severally liable for stormwater utility charges for the premises.

Stormwater utility charges remaining unpaid and delinquent shall constitute a lien against the premises served and shall be certified as delinquent to the County Treasurer for collection in the same manner as property taxes, or such services may be discontinued and shall not be reinstated until all claims are settled. Service may be discontinued by means of the discontinuance of the water service in the same manner provided by the rules and regulations of the Water Department in the case of delinquent water bills.

53.011 ERU RATE.

The ERU rate to be applied monthly to residential and nonresidential properties shall be as follows:

~~Commencing January 1, 2021, the ERU rate shall equal \$4.00.~~

~~Commencing July 1, 2022, the ERU rate shall equal \$4.25.~~

~~Commencing July 1, 2023, the ERU rate shall equal \$4.50.—~~

Commencing July 1, 2025, the ERU rate shall equal \$4.73.

Commencing July 1, 2026, the ERU rate shall equal \$4.97.

Commencing July 1, 2027, the ERU rate shall equal \$5.22.

Commencing July 1, 2028, the ERU rate shall equal \$5.48.

Commencing July 1, 2029, the ERU rate shall equal \$5.75.

The monthly rate for each fiscal year thereafter shall be determined by ordinance of the city council prior to July 1st of each year.

53.012 POWERS OF THE DIRECTOR.

Stormwater service charges incurred pursuant to this ordinance may be collected by the stormwater utility director or designee who is also responsible for the regulation, collection, rebating and refunding of such stormwater charges.

53.013 APPEALS.

Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

An appeal must be filed in writing with the City of Newton, City Administrator. In the case of service charge appeals, the appeal shall include information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events.

Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.

In response to an appeal, the City Administrator may adjust the stormwater ERU applicable to a property in conformance with the general purpose and intent of this chapter.

The Zoning Board of Adjustment will act as a Board of Appeals to hear grievances arising from the decision of the City Administrator. The Zoning Board of Adjustment shall have no authority to waive requirements of this chapter and will only determine as to whether the requirements of this chapter were properly applied.

Written notice of an appeal shall be submitted to the Zoning Board of Adjustment, care of the Newton City Planner, and shall include appellant name, subject property address, appellant address (if different than subject property), and grounds for the appeal. The Zoning Board of Adjustment will hold a public hearing on the matter within 30 days of receipt of the written notice of appeal. All decisions of the Zoning Board of Adjustment shall be final.

53.014 EXEMPTIONS TO STORMWATER SERVICE CHARGES.

The following areas are exempt from stormwater utility service charges:

- 1. Undeveloped property as defined in this Ordinance.
- 2. Public Streets, alley ways, and highways are exempt from utility charges or connection fees.
- 3. Railroad rights-of-way (tracks) shall be exempt from stormwater service charges. However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from storm water service charges.

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

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

Section 4. Effective. This ordinance shall be effective on _____2024, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution amending the City of Newton Employee Handbook

Summary:

Amending longevity and vacation accruals for non-bargaining employees

Financial Impact:

Minimal

Report Number: 2024-587

Date:

June 17, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The employee handbook is a vital tool for employers to communicate company policies, procedures, and expectations. It is also an essential resource for employees to understand their rights, benefits, and responsibilities.

During union negotiations, longevity was modified in all union contracts to be consistent with one another. This resolution amends the non-bargaining longevity scale to match the unions as noted in the resolution.

Additionally, staff requested a review of the current vacation accrual schedule and asked that it be more consistent with Police and Fire accruals. This resolution amends the non-bargaining vacation accruals and cleans up language for the Department Directors, and Fire and Police Supervisory personnel as noted in the resolution.

Recommendation:

Staff recommends approval of the proposed changes to the City of Newton Employee Handbook effective July 1, 2024.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AMENDING THE CITY OF NEWTON EMPLOYEE HANDBOOK

WHEREAS, the employee handbook is a vital tool for employers to communicate company policies, procedures, and expectations. It is also an essential resource for employees to understand their rights, benefits, and responsibilities; and

WHEREAS, during union negotiations, longevity was modified in all union contracts to be consistent with one another. This resolution amends the non-bargaining longevity scale to match the unions as follows:

4.7 Longevity

The following longevity schedule shall apply to all full time non-bargaining unit employees:

<u>Years of Service</u>	<u>Monthly Rate</u>
6	\$15.00 20.00
8	\$25.00 30.00
10	\$35.00 40.00
12	\$45.00 50.00
14	\$55.00 60.00
16	\$65.00 70.00
18	\$75.00 80.00
20	\$85.00 90.00
22	\$95.00 100.00
24	\$105.00 110.00
26	\$115.00 120.00
28	\$125.00 130.00
30	\$135.00 140.00;
	and

WHEREAS, staff requested a review of the current vacation accrual schedule and asked that it be more consistent with Police and Fire accruals. This resolution amends the non-bargaining vacation accruals and cleans up language for the Department Directors, and Fire and Police Supervisory personnel as follows:

5.9 Vacation Leave

Regular full-time employees earn vacation at the following rate. Vacation leave for regular part time employees shall be prorated.

<u>Continuous Employment</u>	<u>Days Per Year</u>
Less than 6 Years	11 Days
–6 Years	16 Days
13 Years	21 Days
20 Years	26 Days
Less than 4 Years	11 Days-Day 1 accrue 3.67 hrs.
4 Years	16 Days-4th yr. anniversary accrue 5.34 hrs.
10 Years	21 Days-10th yr. anniversary accrue 7 hrs.
18 Years	26 Days-18th yr. anniversary accrue 8.67 hrs.

Fire Department supervisory personnel assigned to work a 40-hour week earn vacation at the above rate. Fire Department supervisory personnel assigned to a shift earn vacation at the following rate:

<u>Continuous Employment</u>	<u>Days Per Year (Hours)</u>
Less than 5 Years	6 Days (144 Hours)
5 Years less than 9 years	8 Days (192 Hours)
9 Years less than 15 years	11 Days (264 Hours)
Over 15 Years	13 Days (312 Hours)

<u>Less than 5 Years</u>	<u>6 Days (144 Hrs.)-Day 1 accrue 6 hrs.</u>
<u>5 Years</u>	<u>8 Days (192 Hrs.)-5th yr. anniversary accrue 8 hrs.</u>
<u>9 Years</u>	<u>11 Days (264 Hrs.)-9th yr. anniversary accrue 11 hrs.</u>
<u>15 Years</u>	<u>13 Days (312 Hrs.)-15th yr. anniversary accrue 13 hrs.</u>

Police Department supervisory personnel assigned to a shift shall earn vacation at the following rate:

<u>After one (1) year</u>	<u>1 week and 1 day</u>
<u>After two (2) years</u>	<u>2 weeks and 1 day</u>
<u>After five (5) years</u>	<u>3 weeks and 1 day</u>
<u>After eleven (11) years</u>	<u>4 weeks and 1 day</u>
<u>After nineteen (19) years</u>	<u>5 weeks and 1 day</u>

<u>Less than 1 Years</u>	<u>1 Week & 1 Day-Day 1 accrue 2.5 hrs.</u>
<u>1 Years</u>	<u>2 Weeks & 1 Day-1st yr. anniversary accrue 4.59 hrs.</u>
<u>4 Years</u>	<u>3 Weeks & 1 Day-4th yr. anniversary accrue 6.67 hrs.</u>
<u>10 Years</u>	<u>4 Weeks & 1 Day-10th yr. anniversary accrue 8.75 hrs.</u>
<u>18 Years</u>	<u>5 Weeks & 1 Day-18th yr. anniversary accrue 10.84 hrs.</u>

For purposes of this Article, a week as set forth shall be defined as five (5) working days based on the current schedule.

Department Directors shall earn vacation at the following rate:

<u>Continuous Employment</u>	<u>Days Per Year</u>
<u>Less than 6 Years</u>	<u>16 Days</u>
<u>6 Years</u>	<u>21 Days</u>
<u>13 Years</u>	<u>26 Days</u>

<u>Less than 5 Years</u>	<u>16 Days-Day 1 accrue 5.34 hrs.</u>
<u>5 Years</u>	<u>21 Days-5th yr. anniversary accrue 7 hrs.</u>
<u>12 Years</u>	<u>26 Days-12th yr. anniversary accrue 8.67 hrs.</u>

All vacation accruals are based on 24 pay periods per year. Employees may accumulate no more than three times their annual vacation accrual amount. Employees are responsible for monitoring the amount of vacation time, which they have accumulated, based on the vacation accumulation information provided on employee paychecks.

Vacations will, so far as possible, be granted at times most desired by employees so long as they do not conflict with the City's operations. The final right to determine vacation periods, and the right to reschedule vacation periods, is reserved exclusively to the employee's immediate supervisor or department director and City Administrator.

When an employee ends employment with the City, the employee will be paid for their vacation leave balance at that time at their last rate of pay.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, approval of the proposed updates to the City of Newton Employee Handbook effective July 1, 2024.

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 A Contract For Professional Community And Economic Development Services With The Newton Development Corporation For Fiscal Year 2024-2025

Summary:

This action would approve a contract with the Newton Development Corporation for assistance with economic development activities.

Financial Impact:

The approved 2024-25 budget contains a \$77,000 allocation to the Newton Development Corporation, sourced from various TIF funds and \$37,000 in FY25 Hotel/Motel taxes

Report Number: 2024-596**Date:**

June 17, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The approved City budget for Fiscal Year 2024-25 contains a \$77,000 allocation to the Newton Development Corporation (NDC), which is sourced from various TIF funds within the City of Newton and \$37,000 in Hotel-Motel Tax funds. In order to meet the City Code requirements, a contract has been drafted to spell out the scope of services that NDC will provide to the City. It is substantially the same as the contract that was in place in the previous fiscal year.

The proposed contract scope has flexibility built into it, since the economic development activities that NDC does are variable and dependent on outside factors. The contract outlines expected activities regarding industrial growth, responsiveness to prospects, and proactive strategies for boosting the local economy. NDC has been a valuable partner in Newton's growth and economic development for over 50 years and this contract is intended to capture the scope of services that the NDC has long provided, as well as to memorialize the City's expectations.

Recommendation:

Staff recommends approval of the attached Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES WITH THE NEWTON DEVELOPMENT CORPORATION FOR FISCAL YEAR 2024-2025

WHEREAS, the Newton Development Corporation has been a valuable partner in Newton’s growth and economic development for over 50 years; and

WHEREAS, the City Council’s approved budget for fiscal year 2024-2025 contains an allocation of \$77,000 to the Newton Development Corporation, which is sourced from various TIF funds within the City of Newton and \$37,000 in Hotel-Motel Tax funds; and

WHEREAS, the City has prepared a contract that delineates the scope of community and economic development services to be provided by the Newton Development Corporation and Newton Development Corporation has signed said contract; and

WHEREAS, the contract is consistent with the positive collaborative working arrangement that exists between the City and the Newton Development Corporation;

NOW THEREFORE BE IT RESOLVED by the City Council of Newton, Iowa, that the attached contract for community and economic development services with the Newton Development Corporation for Fiscal Year 2024-2025 is hereby approved.

PASSED this 17th day of June, 2024.

APPROVED this _____ day of June, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT FOR COMMERCIAL AND INDUSTRIAL ECONOMIC DEVELOPMENT SERVICES BY AND BETWEEN, THE CITY OF NEWTON, IOWA AND THE NEWTON DEVELOPMENT CORPORATION:

THIS CONTRACT, entered into as of this 10th day of June, 2024 by and between the City of Newton, Iowa ("City"), and the Newton Development Corporation, (hereinafter referred to as "NDC").

WHEREAS, the City desires to enlist NDC to assist and advise the City in economic development activities as needed.

WHEREAS, NDC will follow their Mission Statement which reads:

The Newton Development Corporation strives to Improve the economic well-being of the Newton Community.

We accomplish this through collaboration with other community stakeholders to increase investment in Newton by retaining, growing, and attracting business. Our success is measured through growth in employment, population, housing, retail sales, tax base, healthcare accessibility, and school enrollment.

We will follow these principles and values: *Honesty, Integrity, Respect, Professionalism, Teamwork, and appropriate balance of Transparency and Confidentiality.*

In addition to working with community stakeholders, NDC will continue our relationships with the Iowa Economic Development Authority, the Greater Des Moines Partnership, and the Jasper County Economic Development Corporation.

NOW, THEREFORE the parties hereto do mutually agree as follows:

Scope of Services:

1. NDC will utilize the economic goals and objectives found in Chapter 5 of the Envision Newton 2042 as a guideline to pursue economic development objectives on behalf of the City.
2. NDC will direct day-to-day communication to the City's Development Specialist, who is the City's point of contact for NDC.

Time of Performance: The services of NDC are to commence on July 1, 2024 and shall conclude on June 30, 2025.

Compensation: This is a fee for service contract. As compensation for the services rendered, the City shall pay NDC a flat rate of \$77,000 annually in quarterly installments.

Personnel: All services required hereunder will be performed by NDC through its employees and other agents. All staffing decision shall be made by NDC's Executive Committee.

Corporation Records Maintenance: NDC shall maintain accounts and records, including personnel and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assist proper accounting. These records will be retained for three (3) years after the date of this Contract unless permission to destroy them is granted.

Findings Confidential: City or NDC may choose to designate certain information as confidential. Any reports, information, data, work product, or any other material prepared or assembled by the City or NDC pursuant to this Contract, if designated confidential by the City or NDC, shall remain strictly confidential and shall not be made available to any individual or organization with prior written approval by the City and NDC.

Compliance with Local Law. NDC shall comply with all applicable laws, ordinances and codes of the State and local governments in carrying out the services to be provided pursuant to this Contract.

IN WITNESS WHEREOF, the City of Newton and the Newton Development Corporation have executed this Contract as of the date first written above.

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk



Robert Kahn, Chairperson
Newton Development Corporation

City of Newton Council Report

**Item:**

Golf Fees

Summary:

Discuss Golf Fees

Financial Impact:**Report Number:** 2024-505**Date:**

June 17, 2024

Lead Department:

Administration

Recommendation:**Background:**

At the February 5, 2024 City Council Budget Workshop, the Newton City Council discussed the idea of implementing a series of fee increases at Westwood Golf Course. A memo was sent to Council on March 15, 2024 which explored the idea of how the Council might best accomplish fee increases over a three-to-five year period. A discussion was held during the April 1, 2024 City Council Meeting about these increases and when it would be better to implement a new fee structure. There did not appear to be support from a majority of Council Members to implement changes for the 2024 golf season.

The purpose of the discussion planned for the June 17, 2024 City Council Meeting is for elected officials to provide City staff with feedback on how they would like to move forward with fees starting with the 2025 golf season and potentially including the next four seasons after that. Council might choose to implement a fee schedule for only the 2025 season or for multiple seasons. Having that feedback from the City Council would allow City staff to draft a resolution for future Council consideration. It would be best to have the fees for at least the 2025 season adopted by October 1, 2024.

Recommendation:

Matt Muckler, City Administrator

Memorandum

To: Mayor Evelyn George and the Newton City Council

From: Erin Chambers, Community Development Director
Nick Cummins, Parks Operations Superintendent
Brad Sponseller, Golf Pro
Matt Muckler, City Administrator

Date: March 15, 2024

Re: Golf Fees

Request. At the February 5th Budget Workshop, the Newton City Council discussed the idea of implementing a series of fee increases at Westwood Golf Course. The purpose of this memorandum is to explore how this objective might best be accomplished over a period of three to five years, while taking into consideration various issues which will likely have an impact on number of rounds played, as well as “19th Hole” revenues.

In the following memo, we discuss various topics and considerations that inform the recommended fee schedule options for City Council to consider. This includes historical information on course finances, the comprehensive plan, internal and external challenges for the 2024 Golf Season, local preference, and competitor fees.

Golf Fund Balance History. Westwood Golf Course is unlike any other park facility in the community as it operates as an enterprise fund. This means that it functions more like a private business than our other park facilities, even compared to those facilities that also charge fees, like the Maytag Pool. In recent memory, there have been years in which the golf fund ended the fiscal year with a negative balance and was back-filled by general fund revenues. Since about 2017, the City has worked hard to increase rounds played at Westwood and to improve “19th Hole” revenues. Additionally, increased marketing efforts were also implemented. For the last three fiscal years, the ending balance of the golf fund has been a positive number. This is a trend that we want to continue.

Starting with the 2025 golf season, we will be implementing a new performance measurement with which we will judge our success or lack thereof. Gone are the days when we will judge ourselves based solely on the number of rounds played. Moving forward, our new performance measurement will be revenue. While we do operate Westwood like a business, our goal is not to make a profit, but simply to break even and take care of all of our operating and capital needs at Westwood with golf funds. We have utilized general fund bonding in the past to pay for capital needs, however, we would like to see more of our future capital needs paid for with golf revenues.

Golf Fund Balance History

	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6/30/2020</u>	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>6/30/2023</u>
Beginning						
Balance:	\$ (133,727.36)					
Revenues	\$ 426,628.89	\$ 382,437.83	\$ 401,499.79	\$ 549,696.11	\$ 594,567.46	\$ 676,655.43
Gift Cards	\$ 6,473.02	\$ 1,975.15	\$ (484.24)	\$ 7,422.50	\$ 6,388.73	\$ 4,656.25
Transfers In:		\$ 27,156.00		\$ 211,600.00		
Expenditures	\$ 465,018.28	\$ 494,011.47	\$ 497,331.30	\$ 424,259.17	\$ 476,074.36	\$ 636,741.96
Ending Balance	\$ (165,643.73)	\$ (248,086.22)	\$ (344,401.97)	\$ 57.47	\$ 124,939.30	\$ 169,509.02

It is notable that the negative ending fund balance grew each year for 2018, 2019, and 2020, even with an infusion of \$27,156.00 of general funds to the Golf Fund in 2019. Without the transfer in 2021 of \$211,600, the Golf Fund would have maintained a negative balance. These transfers were budgeted by the Council at the time to eliminate the negative fund balance in the Golf Fund.

The Newton City Council decreased golf fees in 2019 hoping to increase the number of rounds played. After a couple of years and with the help of COVID, we were able to draw golfers from outside of Jasper County and increase revenues, which began to dramatically increase Golf Fund revenue starting in 2021. We need to remember that the number of rounds played, in this case, rather than fee increases, led to this positive impact on the Golf Fund. So, we don't want to raise the fees to the point where we lose the customers that we have picked up over the last several years. Having said that, we think that we can still increase fees and keep most of these customers coming to Westwood. Our challenge is to set our fees at the price point where we still have a competitive price point advantage over other courses and where we can maximize our revenues.

Comprehensive Plan Implementation. *Envision Newton 2042* is the City's Comprehensive Plan which serves as a primary guide for the Newton City Council's decision making. *Envision 2042* was developed using citizen input that was gathered through in-person and virtual public input. Ultimately, a vision and four strategic objectives were established. Notably, the following are applicable when considering Westwood Golf Course operations:

- *Vision: Newton, a growing Central-Iowa community, invites visitors, businesses, and residents to experience our authentic, small-town charm and big-city amenities.*
- *Strategic Objective #1: Establish Newton as a compelling destination by integrating attractions, business types, and services that provide engaging experiences for both residents and visitors.*

Westwood Golf Course is a city-owned feature that provides significant opportunity to attract people to Newton - both new residents by providing a high-quality of life amenity and visitors by providing a compelling reason to come to Newton.

Challenges for the 2024 Golf Season. Westwood Golf Course is a fantastic community asset. As such, staff agrees that the fee schedule should be regularly reviewed and adjusted to ensure that the golf fund remains in the positive. That said, Westwood Golf Course will experience some challenges in 2024, which may impact the number of rounds played including:

- Clubhouse construction and operating from a temporary trailer
- No flush toilets
- Limited 19th hole offerings
- Nearby road construction (Highway F48 and Highway 14)
- Season already underway- more than half of season passes sold
- Event/ Tournament Prices have already been quoted to some events.

Fees at Competitor Courses. Below are fee schedules for area courses.

2024 Pricing Oakland Acres Golf Course, Grinnell

9 Holes Weekday	\$21.40	9 Holes Weekday + Cart	\$32.10
18 Holes Weekday	\$26.75	18 Holes Weekday + Cart	\$42.80
9 Holes Weekend	\$26.75	9 Holes Weekend + Cart	\$37.45
18 Holes Weekend	\$32.10	18 Holes Weekend + Cart	\$48.15

**Prices include tax*

2024 Pricing Edmundson & Harvest Point Golf Courses, Oskaloosa

9 Holes Weekend	\$20.33	9 Holes + Cart	\$33.17
18 Holes	\$27.82	18 Holes + Cart	\$46.01
		9 Holes + Cart Twilight	\$23.54
		18 Holes + Cart Twilight	\$34.24

**Prices include tax*

Current Pricing American Legion Golf Course, Marshalltown

9 Holes Weekday	\$10.00	9 Holes Weekday + Cart	\$25.00
18 Holes Weekday	\$25.00	18 Holes Weekday + Cart	\$45.00
9 Holes Weekend	\$10.00	9 Holes Weekend + Cart	\$25.00
18 Holes Weekend	\$30.00	18 Holes Weekend + Cart	\$55.00

**Prices include tax*

2024 Pricing Terrace Hills Golf Course, Altoona

9 Holes Weekday (and Weekend after 1 pm)	\$19.26	9 Holes Weekday (Weekend after 1) + Cart	\$34.24
18 Holes Weekday (and Weekend after 1 pm)	\$26.75	18 Holes Weekday (Weekend after 1) + Cart	\$44.94
9 Holes Weekend	\$24.61	9 Holes Weekend + Cart	\$39.59
18 Holes Weekend	\$32.10	18 Holes Weekend + Cart	\$50.29

**Prices include tax*

2024 Pricing Westwood Golf Course, NEWTON

9 Holes Weekday	\$12.00	9 Holes Weekday + Cart	\$20.00
18 Holes Weekday	\$16.00	18 Holes Weekday + Cart	\$30.00
9 Holes Weekend	\$14.00	9 Holes Weekend + Cart	\$22.00
18 Holes Weekend	\$21.00	18 Holes Weekend + Cart	\$35.00

**Prices include tax*

For the purpose of simplified discussions for the remainder of this memorandum, we will focus on the fees for “18 Holes on a Weekend and with a Cart”. The staff recommendations following will be provided for that category. Once council provides guidance on how to move forward, all other fees will be built, proportionally, around that rate.

Local Preference. In order to provide some preference to local golfers, the City Council has applied a 5% discount to 9 and 18-hole punch passes for green fees and/or golf cart rentals. Additionally, all season passes have a 5% discount applied to residents of Newton. Staff finds this is a great way to provide some preference to local golfers, while not being overly cumbersome for seasonal staff at the cash register. Staff recommends continuing the 5% discount as described above for Newton residents.

Community Development Staff Recommendation. City staff agrees that a review of golf fees, as suggested at the February 5th Council meeting, is something that the City Council should be considering. Staff also agrees with the suggested approach by City Council of increasing the fees over a period of 3-5 years, rather than trying to get to higher rates all in one year. Having said that, fees for the upcoming season are typically established, both locally and at competitor courses, earlier in the year. Ideally, fees should be in place and effective no later than January 1st of the subject year.

Considering that a late fee change is out of the norm for the industry, that more than half of the anticipated season passes for 2024 are already sold, and that there are some operational challenges expected this year (described earlier in this memo), staff does not recommend the implementation of a fee change for 2024. That said, staff *does* recommend establishing a plan for increasing Westwood Golf Course fees over the next several years, starting with January 1, 2025.

Important Note: Westwood Golf Course Fees are currently structured to include tax. Fee adjustments will be proposed so that the total cost (fee + tax) is a whole dollar number. This provides efficiency, reduces the amount of change needed on hand, and reduces potential human error at the cash register. The table below proposes three potential fee plans between now and calendar year 2029.

Proposed Fee Plans: 18 Holes, Weekend + Cart

	Current	2025	2026	2027	2028	2029
Option 1	\$35.00	\$40.00	\$40.00	\$42.00	\$42.00	\$45.00
Option 2	\$35.00	\$37.00	\$40.00	\$42.00	\$45.00	\$45.00
Option 3	\$35.00	\$39.00	\$39.00	\$42.00	\$42.00	\$45.00

Council Review Schedule. While the Staff recommendation includes fee options for 5 years, it is recommended that adoption of the fee schedule for Westwood Club House happens one year at a time. It is not necessary to wait until fall to resume this conversation. In fact, there is no reason City Council cannot discuss this now and move forward with a fee schedule for 2025. Upon Council direction, staff would prepare a resolution for fees for 2025 based on the preferable option.