Newton City Council Agenda

August 19, 2024 - 6:00 PM

View the City Council Meeting:

In Person	**Television**	**Online**
City Hall - Council Chambers 101 W 4th St S, Newton, IA 50208	Mediacom Channel 12/85/121.12	newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

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

Consent Agenda

3. July 30, 2024, Special City Council Meeting Minutes
4. August 5, 2024 Regular City Council Meeting Minutes
5. Certify Police Officer Candidates List
6. Resolution canceling the September 3, 2024, City Council Meeting due to holiday scheduling and adding a Special City Council meeting to September 9, 2024
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-10)
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-09)
9. Resolution adopting a 3-year Disdvantaged Business Enterprise (DBE) program for the Newton Municipal Airport, City of Newton, Iowa
10. Resolution accepting completion of the Newton Airport Parallel Taxiway Reconstruction Project.
11. Resolution to Fix a Date for a Public Hearing on a Proposal to Enter Into a Water Revenue Loan Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed $2,900,000
12. Resolution approving change order #1 for the W 4th St S Reconstruction Project

13. Resolution accepting completion of the purchase of pre-season salt for snow and ice control

14. Resolution approving change order #2 for the W 8th St N Bridge Approach Replacement Project

15. Resolution setting a public hearing and inviting proposals for the sale of property at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East, and 211 East 12th Street North in Newton

16. Approve Bills

Public Hearing

17. Public Hearing on a Resolution Approving Sale of City-owned property at 1008-1010 East 8th Street North

- The City acquired 1008 and 1010 East 8th Street North through the Newton D&D Program.
- Notice of the public hearing was published in accordance with State of Iowa Code and offers have been received.
- One offer, from Brooks Grease Management, LLC, was received in an amount of $30,000 for the two properties with a commitment to either renovate or demolish the existing structure located at 1010 East 8th Street North.

18. Resolution Approving Sale of City-owned property at 1008-1010 East 8th Street North

Ordinance

19. 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 500-700 block of W 3rd St S

- The City received safety concerns regarding street parking in the 500-700 blk. of W 3rd St S.
- The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommends restricting parking on both sides of the street.
- 28 Surveys of the neighborhood were conducted with 7 residents approving of the proposed changes and 2 opposing.

20. Second consideration of an ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title V Public Works, By adding 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 twenty-five cents on July 1st of each year for the next five years starting on July 1, 2025.

Resolution

21. Resolution approving Marketing Agreement with Utility Service Partners Inc

- The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans.
- Program marketing literature clearly discloses that the Program and the City are separate entities.
- This program is completely voluntary, and the city does not receive any revenue or financial benefits from this program.
- The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

22. Resolution awarding contract for the Westwood Golf Course Clubhouse Project

- On September 13, 2022, Newton residents approved a park bond referendum, which included the construction of a new clubhouse at the Westwood Golf Course.
- Previous projects have been completed, including asbestos abatement, demolition, site grading, and utilities. This project will construct footings in preparation for the setting and construction of a 60' X 100' post-frame building by Morton Buildings, Inc.
- After the completion of the Morton Buildings, Inc. project, this project will continue with spray foam insulation within exterior walls, aluminum storefront systems, exterior openings, rigid insulation, roof insulation, and standing seam roof panels with required accessories, including gutter and downspouts.
- The apparent low bid of $378,000.00 from Ball Team, LLC and Accurate Commercial, LLC is identical. Due to minor discrepancies in the proposal from Accurate Commercial, LLC, City Staff recommends that Council award the project to Ball Team, LLC of Urbandale, Iowa.

23. Resolution approving the purchase of thirteen new golf cars for Westwood Golf Course

- Westwood Golf Course maintains a fleet of 46 golf cars for rent, each of which generates $16,000 in revenue in its 7-year lifespan.
- In order to maintain a quality fleet, a portion of the fleet is traded-in and replaced regularly.

- This resolution approves the purchase of 13 new golf cars, with a trade in of old golf cars, from Harris Golf Cars of Dubuque, Iowa for $56,700.00.

24. Resolution approving the purchase of a greens mower for Westwood Golf Course

- A greens mower is essential for the high maintenance standard and efficiency in the daily operations at Westwood Golf Course.
- The purchase would replace a mower that was purchased in 2010 and is in dire need of replacement.
- Total cost of the purchase is $43,951.75, to be paid for with Golf Fund.

Staff Report

25. Library Annual Update - Nicole Terry, Library Director

Mayor/Council Comments

26. Mayor and Council Comments

Closed Session

27. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024.

Return to Open Session

28. Return to Open Session

Adjourn

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

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NEWTON SPECIAL MEETING CITY COUNCIL MEETING MINUTES
JULY 30, 2024, 12:00 PM

Call to Order

1. Roll Call
   The City Council of Newton, Iowa met in special session at 12:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills via telephone, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Closed Session

2. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024
   At 12:02 P.M., it was moved by Mullan, seconded by Hallam to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

3. Return to Open Session
   Council returned to open session at 1:30 P.M. with all members present.

Mayor/Council Comments

Adjourn
Moved by Simbro, seconded by Hallam to adjourn the meeting at 1:30 P.M. Motion unanimously carried by voice vote.

_____ _____

Katrina Davis, City Clerk Evelyn George, Mayor

NEWTON CITY COUNCIL MEETING MINUTES
AUGUST 5, 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, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Citizen Participation

2. Jim Knutson, 624 E 17th St N, thanked council members and staff for their cooperation in getting the Woodland Park disc golf baskets and posts installed. Lin Chape, 320 E 3rd St S, addressed council to share the idea of having common and courteous conversations with citizens. She suggested holding individual Ward meetings for neighborhood residents where polite and respectful discussions could take place. Donna Stumme, 401 E 10th St S, informed council that irresponsible dog owners with aggressive animals cause safety concerns, as well as individuals who untruthfully claim their dogs are service animals. She suggested that service animals be required to have two years of training and also shared that several businesses have changed their policies on having animals in their establishments.

Consent Agenda

Moved by Dalton, seconded by Hallam to approve consent agenda items 3-21. AYES: Six. NAYS: None. Consent Agenda was adopted.

3. July 15, 2024 Regular City Council Meeting Minutes

4. Approve Liquor Licenses for the following: Izaak Walton League, W 2nd St N, Special Class C Retail License for Special Event on September 6, 2024; Walgreens #05942 - LE0002171, 1204 1st Ave E, Class E Retail Alcohol License, Ownership Change; Newton Lodge #1270, B.P.O. Elks - LF0000274, 111 E 2nd St S, Class F Retail Alcohol License; PB Pub - LC0045655, 113 1st Ave E, Class C Retail Alcohol License; Lucky Wife Wine Slushies, 109 W 2nd St N, Special Class C Retail Alcohol License for Special Event on August 9, 2024 and 100 Block of W 2nd St N for Special Event on September 6, 2024, and 3030 N 4th Ave E for Special Event on October 12, 2024 ; Loves Travel Stop #361 - LG0000961, 4400 S 22nd Ave E, Class B Retail Alcohol License

5. Approve 2024 - 2025 Cigarette/Tobacco/Nicotine/Vapor License for Newton Tobacco & Vape, LLC, 309 Iowa Speedway Dr

6. Resolution appointing Development Specialist Craig Armstrong to serve as Primary Representative and NHDC Director Bruce Showalter as Alternate Representative to the Central Iowa Regional Housing Authority for a three-year term ending June 30, 2027
Resolution 2024-257 adopted.

7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-09)
Resolution 2024-258 adopted.

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-08)
Resolution 2024-259 adopted.

9. Resolution accepting completion of the Maytag Pool Improvements Project
Resolution 2024-260 adopted.

10. Resolution accepting completion of the Aurora Park Pickleball Courts Project
Resolution 2024-261 adopted.

11. Resolution accepting completion of the Westwood Golfcourse Clubhouse Grading Project
Resolution 2024-262 adopted.

12. Resolution approving the purchase of a truck and truck bed toolbox for Community Development
Resolution 2024-263 adopted.

13. Resolution approving the agreement with Musco Lighting for the Maytag Park Mini-Pitch Project

Resolution 2024-264 adopted.

14. Resolution approving the submittal of an Iowa DNR Resource and Protection (REAP) grant application for the Cardinal Pond Improvements Project
Resolution 2024-265 adopted.

15. Resolution accepting completion of the Fairmeadows North Plat 7 Storm Sewer Improvement Project
Resolution 2024-266 adopted.

16. Resolution approving a non-standard improvement in the City Right-of-Way with the property owner of 308 1st Ave E
Resolution 2024-267 adopted.

17. Resolution approving a contracted payment to Axon, LLC for an in-car and body camera system
Resolution 2024-268 adopted.

18. Resolution accepting an electric line easement on 1219 S 4th Ave E Newton, Iowa
Resolution 2024-269 adopted.

19. Resolution Approving the Annual Support Fees for the Fire Department Record Management Software
Resolution 2024-270 adopted.

20. Resolution setting a public hearing for the sale of City-owned property at 1008 and 1010 East 8th Street North in Newton, Jasper county, Iowa
Resolution 2024-271 adopted.

21. Approve Bills

Public Hearing

22. Public hearing on a resolution approving the purchase agreement for real property at 315, 319, and 321 East 8th Street South Newton, Jasper County, Iowa
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Simbro, seconded by Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

23. Resolution approving the purchase agreement for real property at 315, 319, and 321 East 8th Street South Newton, Jasper County, Iowa
Moved by Simbro, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-272 adopted.

Ordinance

24. First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 500-700 block of W 3rd St S
Moved by Hallam, seconded by Simbro to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

25. First consideration of an ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title V Public Works, By adding Chapter 53 Stormwater Utility
Moved by Mullan, seconded by Simbro to approve the first consideration of the Ordinance. AYES: Five. NAYS: Ervin. First Consideration of the Ordinance was approved.

Resolution

26. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP)
Moved by Dalton, seconded by Mullan to adopt the Resolution. Jeff Maki, Clemon-Maki Insurance, spoke regarding the increases in insurance costs. AYES: Six. NAYS: None. Resolution 2024-273 adopted.

27. Resolution approving the granting of Downtown Improvement Grant funds for 306 1st Avenue West, Newton, Iowa, in the sign, façade, and awning program areas
Moved by Ervin, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-274 adopted.

28. Resolution approving plans, specifications, and form of contract, and ordering clerk to publish notice for a public hearing on plans, specifications, form of contract, and estimate of costs for the Westwood Golf Course Clubhouse Project
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS:

None. Resolution 2024-275 adopted.

29. Resolution awarding a contract for the Westwood Golfcourse Clubhouse shell
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-276 adopted.

30. Resolution approving Marketing Agreement with Utility Service Partners Inc
Moved by Dalton, seconded by Mullan to adopt the Resolution. Simbro and Mullan would like to see the 10% premium to go back to City residents. Utilities Director Jody Rhone has reached out to Utility Service Partners but is awaiting a response. Moved by Simbro, seconded by Ervin to table the Resolution until more information is received. AYES: Five. NAYS: Mills. Resolution tabled.

31. Resolution authorizing the Newton Fire Department to accept the 2023 assistance to firefighters grant award in the amount of $ 77,076.48
Moved by Ervin, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-277 adopted.

32. Resolution Authorizing The City Of Newton To Respond To A Request For Proposal From Pyrotechnics Guild International, Inc. (PGI) To Host The 2025 PGI Convention On Property Owned By The City And A Private Landowner
Moved by Dalton, seconded by Mills to adopt the Resolution. Ervin spoke on the positive economic impact that the previous PGI event had on the City and maintaining a good relationship with the organization. Dalton agreed. Simbro agreed, but also shared concerns on the venue location regarding noise for nearby residents and parking, as well as the needed clean-up. AYES: Six. NAYS: None. Resolution 2024-278 adopted.

33. Resolution approving Change Order #3 for the Arbor Estates 2nd Addition Public Improvements Project
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-279 adopted.

Staff Report

34. Annual Finance Update - Lisa Frasier, Finance Officer

Mayor/Council Comments

35. Mayor and Council Comments
Ervin noted that it would be helpful to have City staff work charts listed with employee names. Mills announced that he will host an informal gathering on Tuesday, August 13th from 6:00 - 8:00 pm at Legacy Plaza. There will not be any agenda, as this will be a relaxed atmosphere where citizens' questions can be answered, similar to "open office hours." Ervin shared that it is easy to get sidetracked by the negativity in social media, but to look at all of the positives in our City. Mayor George agreed and added that she has received praise and thanks from the public. Mayor also reminded Council that the Voices of Inspiration will host Newton native Sara Haines at DMACC on August 6th at 6:30 pm.

Closed Session

36. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024
At 6:58 P.M., it was moved by Mills, seconded by Mullan to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

37. Return to Open Session
Council returned to open session at 7:12 P.M. with all members present.

Adjourn

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

Jolene Brady, Deputy City Clerk

Evelyn George, Mayor

City of Newton Council Report

Item:
Resolution canceling the September 3, 2024, City Council Meeting due to holiday scheduling and adding a Special City Council meeting to September 9, 2024

Summary:
Resolution canceling the September 3, 2024, City Council Meeting due to holiday scheduling and adding a Special City Council meeting to September 9, 2024.

Financial Impact:
None.

Report Number: 2024-799
Date:
August 19, 2024
Lead Department:
Administration
Recommendation:
Approve

Background:
The Labor Day holiday poses scheduling conflicts for several individuals. It is proposed that the September 3, 2024, City Council Meeting be canceled and a Special City Council meeting be added to the schedule for September 9, 2024, at 6:00 pm prior to the City Council Goal Setting Workshop at the Newton Arboretum & Botanical Gardens, 3030 N 4th Ave E, Newton.

Recommendation:
City Staff recommends approval of the Resolution canceling the September 3, 2024, City Council Meeting due to holiday scheduling and adding a Special City Council meeting to September 9, 2024.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 - _____

RESOLUTION CANCELING THE SEPTEMBER 3, 2024, CITY COUNCIL MEETING DUE TO HOLIDAY SCHEDULING AND ADDING SPECIAL CITY COUNCIL MEETING TO SEPTEMBER 9, 2024

WHEREAS, the Labor Day holiday poses scheduling conflicts for several individuals; and

WHEREAS, a Special City Council meeting may be added to the schedule for September 9, 2024, at 6:00 pm, prior to the City Council Goal Setting Workshop at the Newton Arboretum & Botanical Gardens, 3030 N 4th Ave E, Newton; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the September 3, 2024, City Council Meeting will be cancelled due to holiday scheduling and a Special City Council meeting will be added to the schedule for September 9, 2024.

PASSED this _____ day of August 2024.

APPROVED this _____ day of August 2024.

_____
Evelyn George, Mayor

(SEAL)

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Council Report

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

Report Number: 2024-773

Date:
August 19, 2024

Lead Department:
Police

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.

Recommendation:
Approve

Financial Impact:
Cost Recovery: $3,802.96

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. 24-10)

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-10: 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 24-10: 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 24-10: 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 24-10: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

Schedule 24-10: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Gary Bird	834281010	310 E 11th St S	Newton	$52,480	$180.00	$150.00	$330.00	JONES' SD N 93.8' OF W 181.5' BLK T	7/10/2024
Stanley Burt	833201010	311 W 11th St N	Newton	$130,210	$60.00	$150.00	$210.00	EXLINE'S ADD N 22.25' OF E 132' LOT 7 & S 27.75' OF E 132' LOT 6 OUTLOT 4	7/10/2024
Daniele Daniels	833276002	718 S 2nd Ave W	Newton	$126,240	$60.00	$150.00	$210.00	WEST NEWTON LOT 5 BLK B & 16.5' ALLEY ADJ ON N	7/10/2024
Ddb Holdings LLC	827427004	902 N 9th Ave E	Newton	$95,740	$120.00	$150.00	$270.00	EDMUNDSON'S ADD LOT 6 BLK 12	7/3/2024
Larry D & Diane K Plumb Rev Trust	827412007	802 E 7th St N	Newton	$40,650	$60.00	$150.00	$210.00	EDMUNDSON'S ADD LOT A BLK 19	7/3/2024
Letendre Family Trust	835376018	1005 E 18th St S	Newton	$25,270	$60.00	$150.00	$210.00	QUAIL RIDGE PLAT III LOT 16	7/3/2024
Lillian B Prendergast Rev Trust	833228003	711 N 2nd Ave W	Newton	$87,550	$60.00	$150.00	$210.00	WEST NEWTON LOT 2 OF LOT 52	7/10/2024
Norman Maple	828276011	1105 W 4th St N	Newton	$65,510	$120.00	$150.00	$270.00	S 55' OF E 200' OF LOT 2 SE NE	7/10/2024
Patrick McDermott	835401007	506 E 19th St S	Newton	$97,750	$120.00	$150.00	$270.00	AURORA HEIGHTS SD LOT 20 BLK B	7/10/2024
Peter Murphy	834278017	1024 S 3rd Ave E	Newton	$52,430	$120.00	$150.00	$270.00	BENNETT'S SD LOT 4	7/3/2024
Richard & Lori Odem	834436001	702 E 10th St S	Newton	$148,880	$132.96	$150.00	$282.96	LINCOLN PLACE ADD LOT 2 BLK 10	7/10/2024
Lee Silvia	833282002	308 W 8th St S	Newton	$89,660	$60.00	$150.00	$210.00	WEST NEWTON S 55' LOT 8 BLK C & N 1/2 OF ALLEY ON S	7/10/2024
Golden Hammer Contractors Inc	834281034	1106 S 5th Ave E	Newton	$21,440	$100.00	$150.00	$250.00	JONES' SD E 1/2 OF S 178' LOT A BLK U	7/18/2024
Tulip 22 LLC	834277010	925 1st Ave E	Newton	$78,770	$200.00	$150.00	$350.00	ENGLE'S SD LOT 19	7/17/2024
Westward Tax Service V	1303202004	619 S 13th Ave E	Newton	$10,290	$100.00	$150.00	$250.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	7/17/2024
						Total:	**$3,802.96**		

City of Newton Council Report

Item:
Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-09)

Report Number: 2024-774

Date:
August 19, 2024

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.

Lead Department:
Police

Recommendation:
Approve

Financial Impact:
Cost Recovery: $6,668.60

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 $6,668.60.
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 24-09).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF NUISANCE ABATEMENT AND PROVIDING FOR THE PAYMENT THEREOF (SCHEDULE 24-09)

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. 24-09 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-09, 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 September 4, 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 August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

Schedule 24-09: 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
Artisan American LLC	834452015	905 E 8th St S	Newton	$94,060	$60.00	$75.00	$135.00	HARLAN'S SD LOT 13 & N 6' LOT 16 BLK 4	6/12/2024
Michael Atchison	834231017	830 1st Ave E	Newton	$80,240	$60.00	$75.00	$135.00	EAST ADD LOT E SD LOT 7	6/14/2024
Randy Cline	835426029	701 E 24th St S	Newton	$85,640	$60.00	$75.00	$135.00	AURORA HEIGHTS SD LOT 14 BLK O	6/10/2024
CWF of Newton LLC	828455010	539 W 9th St N	Newton	$103,340	$60.00	$75.00	$135.00	GREENCASTLE PLACE LOT 7 BLK B	6/10/2024
Ruth Kelly	826302017	807 E 12th St Pl N	Newton	$150,030	$60.00	$75.00	$135.00	EMERSON HOUGH PLACE NO. 2, LOT 7 BLK J	6/13/2024
CE Pete Koppin Trust	827407005	612 N 9th Ave E	Newton	$114,860	$60.00	$75.00	$135.00	EDMUNDSON'S ADD E 66' LOTS 6-7 BLK 9	6/14/2024
Patrick McDermott	835401007	506 E 19th St S	Newton	$97,750	$60.00	$75.00	$135.00	AURORA HEIGHTS SD LOT 20 BLK B	6/12/2024
Shayne Naber & Terry Hevelone	835408013	717 E 20th St S	Newton	$116,060	$60.00	$75.00	$135.00	AURORA HEIGHTS SD LOT 12 BLK C	6/10/2024
Lillian Prendergast Trust	835153004	410 E 12th St S	Newton	$59,210	$60.00	$75.00	$135.00	SCHARF'S SD LOT 7	6/13/2024
Robert Spinney	826352024	601 E 13th St N	Newton	$83,910	$60.00	$75.00	$135.00	EMERSON HOUGH PLACE LOT 12 BLK B	6/12/2024
Marshall Treleven	835280012	400 E 27th St S	Newton	$158,670	$60.00	$75.00	$135.00	AURORA HEIGHTS SD LOTS 7-9 BLK Y	6/10/2024
Justin Vanhorn	835103016	1332 Glenway Dr	Newton	$90,620	$60.00	$75.00	$135.00	BELMONT PARK LOT 17 BLK 1	6/10/2024
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	6/13/2024
Roberta Albertson	1303203006	1400 E 7th St S	Newton	$91,770	$420.00	$75.00	$495.00	LISTER'S ACRES LOT 24	6/18/2024
Robin Maddison	834303020	525 W 2nd St S	Newton	$155,990	$120.00	$75.00	$195.00	STONE'S ADD LOT E	6/18/2024
Maxwell Midwest Holdings Company LLC	835134004	1500 1st Ave E	Newton	$522,560	$60.00	$75.00	$135.00	NELSON MANOR ADD LOT 1 EX PARCEL C	6/18/2024
MSG Newton Properties LLC	827327008	430 N 8th Ave E	Newton	$411,940	$385.00	$75.00	$460.00	KILLDUFF'S SD LOT B EX N 66'	6/12/2024
Peter Murphy	834278010	220 E 10th St S	Newton	$123,450	$120.00	$75.00	$195.00	BENNETT'S SD LOT 7	6/17/2024
Nationstar Mortgage LLC	833206003	1116 1st Ave W	Newton	$87,080	$120.00	$75.00	$195.00	EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE	6/17/2024
Donald Parsons	833282014	625 S 3rd Ave W	Newton	$166,710	$60.00	$75.00	$135.00	WEST NEWTON LOT 2 BLK C	6/18/2024
CRL Real Estate LLC	827427001	924 E 9th St N	Newton	$115,180	$207.40	$75.00	$282.40	EDMUNDSON'S ADD LOT 10 & N 22' LOT 9 BLK 12	6/26/2024
Mark Lowenberg	833228017	415 N 2nd Ave W	Newton	$94,120	$60.00	$75.00	$135.00	WEST NEWTON LOT 3 SD LOT 43	6/20/2024
Maxwell Midwest Holdings Company LLC	835134003	201 E 15th St N	Newton	$75,080	$100.00	$75.00	$175.00	NELSON MANOR ADD LOT 2 & PARCEL C OF LOT 1	6/25/2024
Richard Miller	827411002	820 E 6th St N	Newton	$73,970	$290.00	$75.00	$365.00	EDMUNDSON'S ADD LOT 11 & S 8' LOT 12 BLK 20	6/26/2024
Kalpesh Patel	1305226018	1705 W 19th St S	Newton	$89,250	$150.00	$75.00	$225.00	PARCEL N IN NE FRL 1/4 OF NE FRL 1/4 & SE 1/4 OF NE FRL 1/4	6/27/2024
Kalpesh Patel	1305226005	1805 W 19th St S	Newton	$10,650	$150.00	$75.00	$225.00	2.13 AC TRACT NE 1/4	6/27/2024
Lee Silvia	833282002	308 W 8th St S	Newton	$89,660	$60.00	$75.00	$135.00	WEST NEWTON S 55' LOT 8 BLK C & N 1/2 OF ALLEY ON S	6/20/2024
Armelda Sutton	835408003	1905 S 7th Ave E	Newton	$67,980	$180.00	$75.00	$255.00	AURORA HEIGHTS SD LOT 4 BLK C	6/24/2024
Armelda Sutton	835408003	1905 S 7th Ave E	Newton	$67,980	$400.00	$75.00	$475.00	AURORA HEIGHTS SD LOT 4 BLK C	6/25/2024
Ian Westbrook	827304015	827 1st St N	Newton	$153,440	$60.00	$75.00	$135.00	AINSWORTH & WHEELER'S SD, LOT 2 OF LOT U EX W 180.5'	6/25/2024
John White	827481013	1010 N 5th Ave E	Newton	$98,920	$60.00	$75.00	$135.00	BROWN'S SD LOT 11 BLK D	6/21/2024
Alika Lynn	833283023	702 S 5th Ave W	Newton	$88,930	$60.00	$150.00	$210.00	WEST NEWTON LOTS H & J BLK D	7/1/2024
Manuel Hidanovic	834276022	306 E 8th St S	Newton	$39,260	$60.00	$75.00	$135.00	EASTSIDE SD W 111' 10" LOT 2	6/29/2024
Paul & Kelley Mattingly	826352001	712 E 12th St Pl N	Newton	$115,010	$141.20	$75.00	$216.20	EMERSON HOUGH PLACE LOT 24 BLK B	6/29/2024
						TOTAL:	**$6,668.60**		

City of Newton Council Report

Item:
Resolution adopting a 3-year Disdvantaged Business Enterprise (DBE) program for the Newton Municipal Airport, City of Newton, Iowa

Summary:
Adopt a DBE Program to remain in compliance with federal regulations.

Financial Impact:
Minimal indirect cost.

Report Number: 2024-752
Date:
August 19, 2024
Lead Department:
Community Development
Recommendation:
Approve

Background:
The Federal Aviation Administration (FAA) requires all airport sponsors to adopt a 3-year Disadvantaged Business Enterprise (DBE) plan. This DBE Program was last revised and approved in July of 2021.

The City receives substantial funding for airport projects from the FAA, administered through the Department of Transportation (DOT). Complying with federal regulations is essential to maintain this source of funding. Kirkham Michael & Associates, Inc., the City's airport engineering consultant, has prepared a revised DBE Program for the City of Newton. Brian Dunkelberger, Senior City Planner, will be the DBE liaison officer responsible for implementing the DBE program. The DBE program will be effective only when the City of Newton receives and participates in federal projects exceeding $250,000 during the 3-year timeframe.

The City has set an overall DBE goal of 2.45% for Federal Fiscal Years 2025 - 2027. This goal is calculated using US Census Bureau data and the Iowa DOT DBE Directory, and it also considers several parameters including the type of work, dollar amount of work, and the number of DBE and total contractors working in the defined market area. Based on an estimated $1,978,138 of DOT-assisted contract work included in the Newton Airport AIP during the next 3 years, $48,408 of the awarded work will need to come from DBE contractors to meet the City's DBE goal.

Recommendation:
City Staff recommends adopting the attached resolution, thus approving the 3-year DBE plan.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION ADOPTING A 3-YEAR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR THE NEWTON MUNICIPAL AIRPORT, CITY OF NEWTON, IOWA

WHEREAS, the City of Newton, Iowa, is a recipient of funding assistance from the Federal Aviation Administration (FAA) for airport improvement projects; and

WHEREAS, as a condition of receiving such assistance, the City of Newton, Iowa, is required to comply with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 including implementation of a Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, there has now been placed on file in the office of the Senior City Planner of the City of Newton, Iowa, the Disadvantaged Business Enterprise (DBE) Program for the Newton Municipal Airport; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the DBE Program for the Newton Municipal Airport is hereby adopted and approved and shall be placed on placed on file, and the Sr. City Planner is hereby ordered to publish the Policy Statement in accordance with the provisions of the DBE Program for the Newton Municipal Airport.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

FY 2025 – FY 2027

DBE Program

Newton Municipal Airport

(TNU)

Newton, Iowa

July 2024

KIRKHAM MICHAEL

Date: 7/31/2024

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The *City of Newton, Iowa*, owner of the *Newton Municipal Airport*, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *Newton Municipal Airport* has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *Newton Municipal Airport* has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the *Newton Municipal Airport* to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the *Newton Municipal Airport* policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Brian Dunkelberger, Senior City Planner, of the *City of Newton, Iowa,* has been delegated as the DBE Liaison Officer. In that capacity, *Brian Dunkelberger* is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the *Newton Municipal Airport* in its financial assistance agreements with the Department of Transportation.

The *Newton Municipal Airport* has disseminated this policy statement to the *City of Newton, Iowa*, and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the *Newton Municipal Airport* DOT-assisted contracts. The distribution was accomplished by publishing it in the *Newton News* and the City's website.

_____ _____

Evelyn George, Mayor Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The *Newton Municipal Airport* is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The *Newton Municipal Airport* will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The *Newton Municipal Airport* will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the *Newton Municipal Airport* will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT

The *Newton Municipal Airport* will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to the FAA as follows:

The *Newton Municipal Airport* will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The *Newton Municipal Airport* will

similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to FAA as instructed thereby.

Bidders List

The *City of Newton, Iowa*, will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the *Newton Municipal Airport* DOT-assisted contracts, for use in helping to set overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way(s): The *City of Newton, Iowa*, will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, and contact information for interested firms requesting plans for the project.

Records Retention and Reporting

Upon Project Completion the Uniform Report of DBE Awards or Commitments and Payments form, as modified for FAA recipients will be submitted. The Uniform Report of DBE Awards or Commitments and Payments form is included in Attachment 7.

Section 26.13 Federal Financial Assistance Agreement

The *Newton Municipal Airport* has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance

Each financial assistance agreement The *Newton Municipal Airport* signs with a DOT operating administration (or a primary recipient) will include the following assurance:

> The *Newton Municipal Airport* shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The *Newton Municipal Airport* shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The *Newton Municipal Airport* DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to The *Newton Municipal Airport* of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance

The *Newton Municipal Airport* will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The *Newton Municipal Airport* is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year. The *Newton Municipal Airport* is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the *Newton Municipal Airport* is in compliance with it and Part 26. The *Newton Municipal Airport* will continue to carry out this program until all funds from DOT financial assistance have been expended. The *Newton Municipal Airport* does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer (DBELO) for the *Newton Municipal Airport*:

Brian Dunkelberger, Senior City Planner
303 W. 4th Street N., Suite 501, Newton, Iowa 50208
Phone: 1-641-792-6622 x2317
briand@newtongov.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the *Newton Municipal Airport* complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the *City of Newton, Iowa,* of the *Newton Municipal Airport* concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of *7 including consultant engineers* to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the *Newton Municipal Airport*'s progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the *Newton Municipal Airport* to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The *City of Newton, Iowa*, has searched and found no such institutions in the community. While not relying solely on DBE directories but researching and asking financial institutions every two years if they can be identified as DBE.

Section 26.29 Prompt Payment Mechanisms

The *Newton Municipal Airport* requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the *Newton Municipal Airport* established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the *Newton Municipal Airport.*

The *Newton Municipal Airport* ensures prompt and full payment of retainage from the prime contractor to the subcontractor within *30* days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the *Newton Municipal Airport* has selected the following method to comply with this requirement:

> The *City of Newton, Iowa*, may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
>
> <u>Additionally, for Federal Aviation Administration (FAA) Recipients Include the Following</u>
> To implement this measure, the *Newton Municipal Airport* includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Section 26.31 Directory

The *Newton Municipal Airport* is a *non-certifying* member of the *Iowa* Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

Section 26.33 Over-concentration

The *Newton Municipal Airport* has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The *Newton Municipal Airport* has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

The *Newton Municipal Airport* implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the *Newton Municipal Airport's* DBE program.

The *Newton Municipal Airport* actively monitors participation by maintaining a running tally of actual DBE attainments (*e.g.,* payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The *Newton Municipal Airport* undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- *Posting prime contractor payments to a website, database, or other place accessible to subcontractors to alert them to the start of the 30-day clock for payment*
- *Use of an automated system that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitoring that system*

The *Newton Municipal Airport* requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the *Newton Municipal Airport's* financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the *Newton Municipal Airport* or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The *Newton Municipal Airport* proactively reviews contract payments to subcontractors including DBEs quarterly to ensure compliance. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the *Newton Municipal Airport* by the prime contractor.

Prompt Payment Dispute Resolution

The *Newton Municipal Airport* will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

> *Meetings between prime and sub, with resident project representative and project manager presence. It is recommended that any meeting for the purpose of dispute resolution include individuals authorized to bind each interested party, including recipient representative(s) with authority to take enforcement action.*

The *Newton Municipal Airport* has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- A contract clause providing that the prime Contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

- The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is (3) Other mechanisms

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

- If the affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Engineering Consultant to initiate complaint.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The *Newton Municipal Airport* will provide appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor;
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract;
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.

The *Newton Municipal Airport* will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The *Newton Municipal Airport* reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.,* as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the Resident Project Representative (RPR). Contracting records are reviewed by the Consultant. The *Newton Municipal Airport* will

maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation

The *Newton Municipal Airport* has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The *Newton Municipal Airport* does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The *Newton Municipal Airport* will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the *Newton Municipal Airport* will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of the *City of Newton, Iowa.* Newton Municipal Airport | City of Newton, Iowa

FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the *Newton Municipal Airport* does not anticipate awarding prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE

Program will remain in effect and the *Newton Municipal Airport* will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The *Newton Municipal Airport* will use *a Bidders List, a Disparity Study, the goal of another DOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45* as a method to determine the base figure. The *Newton Municipal Airport* understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The *Newton Municipal Airport* will examine all the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the *Newton Municipal Airport* market.

In establishing the overall goal, the *Newton Municipal Airport* will provide for consultation and publication. This includes consultation with minority, women, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the *Newton Municipal Airport* to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the *Newton Municipal Airport* is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the *Newton Municipal Airport* engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the *Newton Municipal Airport* will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the *Newton Municipal Airport's* official internet website and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be posted on the official internet web site.

The Overall Three-Year DBE Goal submission to the FAA will include a summary of information and comments received, if any, during this public participation process and the *Newton Municipal Airport's* responses.

The *Newton Municipal Airport* will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA have been received.

Project Goals

If permitted or required by the FAA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The *Newton Municipal Airport* understands that prior to the FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the *Newton Municipal Airport* for calculating goals is inadequate, the FAA may, after consulting with the *Newton Municipal Airport*, adjust the overall goal or require that the goal be adjusted by the *Newton Municipal Airport*. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to Meet Overall Goals

The *Newton Municipal Airport* cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the *Newton Municipal Airport* fails to administer its DBE program in good faith.

The *Newton Municipal Airport* understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The *Newton Municipal Airport* understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
3. The *Newton Municipal Airport* will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain a copy of analysis and corrective actions in records for a minimum of three years and will make it available to the FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The *Newton Municipal Airport* will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding

requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The *Newton Municipal Airport* will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of [*the total amount of a DOT-assisted contract* OR *the Federal share of a DOT-assisted contract*].

Section 26.53 Good Faith Efforts Procedures in Situations Where There are Contract Goals

Demonstration of Good Faith Efforts (Pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*

The *Newton Municipal Airport* will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
    i. The names and addresses of DBE firms that will participate in the contract;
    ii. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
    iii. The dollar amount of the participation of each DBE firm participating;
    iv. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
    v. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
    vi. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
3. The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
4. Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

    OR,

    No later than 5 days after bid opening as a matter of **responsibility**.

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph 2 of this section before the final selection for the contract is made by the recipient.

Administrative Reconsideration

Within 5 days of being informed by the *Newton Municipal Airport* that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Matt Muckler, City Administrator
City of Newton
101 W. 4th Street S., Newton, IA 50208
Phone: 641-792-2787
Matt@newtongov.org

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts Procedural Requirements (Post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the *Newton Municipal Airport*. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if The *Newton Municipal Airport* agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The *Newton Municipal Airport* determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides the *Newton Municipal Airport* written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the *Newton Municipal Airport* has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the *Newton Municipal Airport* a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the *Newton Municipal Airport*, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the *Newton Municipal Airport* and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (*e.g.,* safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

> The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the *Newton Municipal Airport* as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The *Newton Municipal Airport* will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the *Newton Municipal Airport* requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days, if necessary at the request of the contractor. The *Newton Municipal Airport* shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the *Newton Municipal Airport* may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded

projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The *Newton Municipal Airport* will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The *Newton Municipal Airport* makes all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Civil Rights
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010
Phone: 515-239-1422 | Fax: 515-239-1175
TTY/TDD: 515-239-1514
icrc@iowa.gov

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The *Newton Municipal Airport* is a member of a Unified Certification Program (UCP) administered by the *Iowa Department of Transportation*. The UCP will meet all the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the *Newton Municipal Airport*

The *Newton Municipal Airport* understands that if it fails to comply with any requirement of this part, The *Newton Municipal Airport* may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The *Newton Municipal Airport*, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation,

proceeding, or hearing under this part. The *Newton Municipal Airport* understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

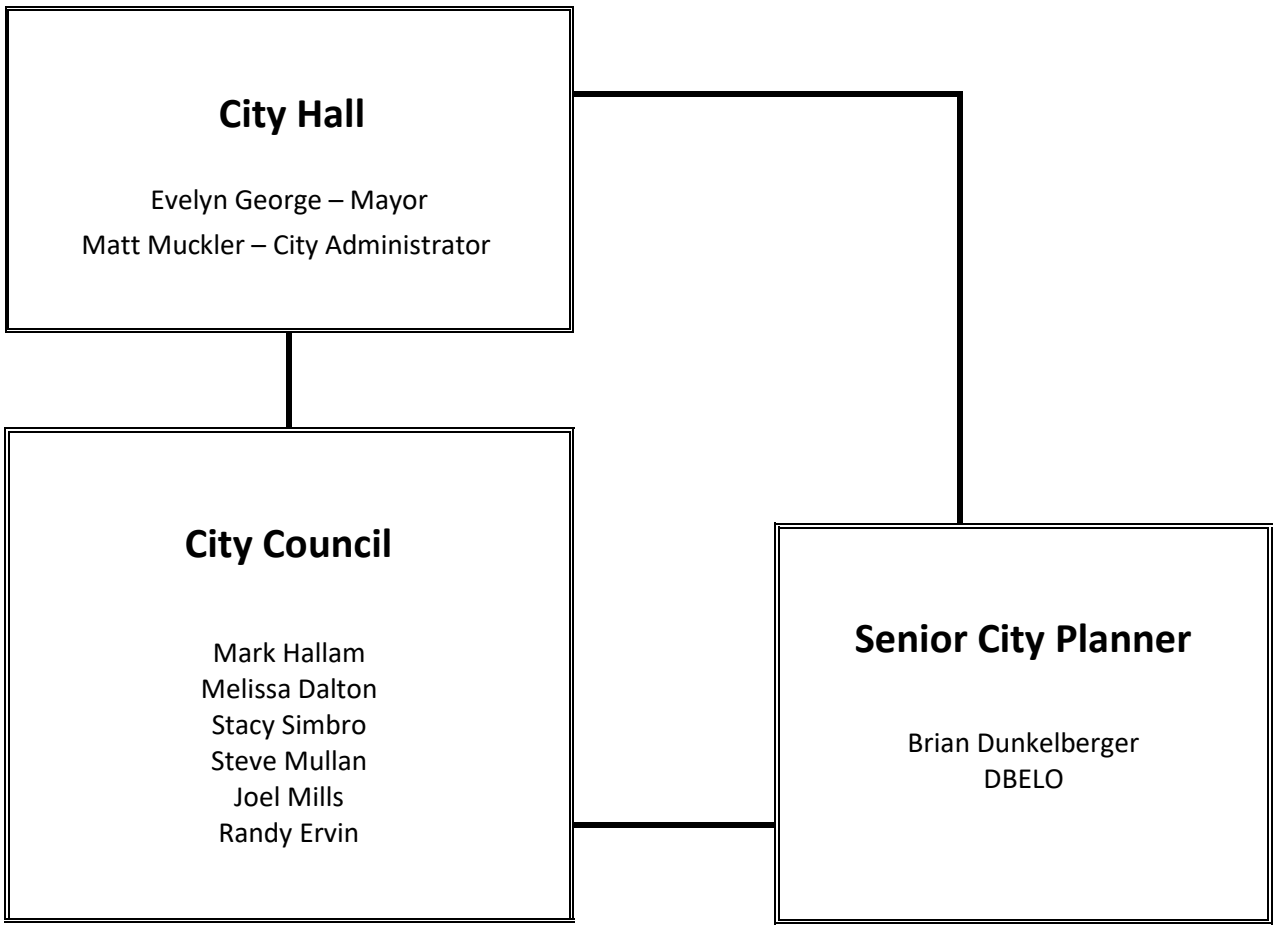
Attachment 1 Regulations: 49 CFR Part 26 or Website Link
Attachment 2 Organizational Chart
Attachment 3 Bidder's List Collection Form
Attachment 4 DBE Directory or Link to DBE Directory
Attachment 5 Overall Goal Calculations
Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7 DBE Monitoring and Enforcement Mechanisms
Attachment 8 DBE Certification Application Form
Attachment 9 State's UCP Agreement
Attachment 10 Small Business Element Program

ATTACHMENT 1

eCFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3

Bidder's List Collection Form

[***Reminder: the information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.***]

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million

ATTACHMENT 4

Iowa DBE Directory

https://secure.iowadot.gov/DBE/Directory/Index/

ATTACHMENT 5

Overall DBE Three-Year Goal Methodology

Name of Recipient: *Newton Municipal Airport*

Goal Period: FY 2025 – FY 2027 – October 1, 2024, through September 30, 2027

DOT-assisted Contract Amount:	FY-2025	$1,528,138
	FY-2026	$0
	FY-2027	$450,000
	Total	**$1,978,138**

Overall Three-Year Goal: *2.45%*, to be accomplished through 0% RC and 100% RN

Total Dollar Amount to be Expended on DBEs: $48,408

Describe the Number and Type of Contracts that the Airport Anticipates Awarding:

Contracts Fiscal Year #1
1. Apron Expansion - $1,528,138

Contracts Fiscal Year #2
1. None

Contracts Fiscal Year #3
1. Acquire Snow Removal Equipment (SRE) – $450,000

Market Area: Jasper County, State of Iowa

Step 1: Actual relative availability of DBEs

The base figure for the relative availability was calculated as follows:

1. Construction items and relative weight of each item is based on the preliminary project estimate.
2. DBE contractors were gathered from the Iowa DOT's Current Directory of Certified Disadvantage Business Enterprises.
3. Using the Iowa DBE Directory, the City determined the number of ready, willing, and able DBE's who perform work in the Work Type for the project in its market area. Total

available contractors were identified from a listing on the Iowa DOT's List of Prequalified Contractors. The City has defined its market area as the state of Iowa.

4. Only Iowa based contractors were counted. The subcontract opportunities are for relatively small dollar items and would not justify travel out of state.
5. The City then divided the number of DBE's by the number of all businesses that perform work in the Work Type for the project. This calculation produces a base figure for the relative availability of DBE's in the City's market.
6. Each fiscal year in the three-year goal period was weighted and the overall three-year goal was achieved.
7. See the summary below for more information.

FY 2025-2027 Summary

FY Year	*Estimated Cost*	*Weight*	*DBE Dollars*	*DBE Goal*	*Weighted Goal*
FY 2025	$1,528,138	77.3%	$48,408	3.17%	2.45%
FY 2026	$0	0.0%	$0	0.00%	0.00%
FY 2027	$450,000	22.7%	$0	0.00%	0.00%
	$1,978,138		**$48,408**		**2.45%**

Step 2: Adjustments to Step 1 Base Figure

Once the base figure for annual goal was determined, the *City of Newton, Iowa,* examined all evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. There is little historical DBE data to reference other than the overall goals from previous plans. In addition, the following points were noted for adjustment to base figures:

1. The current capacity of DBE firms to perform the work – data from the Iowa DOT shows that minority and female contractors and suppliers have been, on a percentage basis, more successful at getting contracts than the male non-minority contractors and suppliers.
2. Evidence of disparity studies – The Iowa DOT has not conducted any disparity studies. The department is also unaware of any current disparity studies related to federally-assisted projects within the state and/or the market area.
3. Using the base figure of another recipient – not applicable since the *City of Newton, Iowa* has computed its own base figure.
4. Statistical disparities in the ability of DBE firms to get financing, bonding, and insurance – the Iowa DOT has not been able to identify any such disparities.
5. Adjustment to take into account continuing effects of past discrimination – the Iowa DOT has no evidence of past discrimination.

There were no Step 2 adjustments to the base figures as a result of this process. Therefore, the City proposes to set the FY 2025-2027 DBE Goal at 2.45%, based on Step 1, the availability of ready, willing, and able DBE firms as a percentage of all firms that are ready, willing, and able, without a Step 2 adjustment.

Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation

The *Newton Municipal Airport* will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

[***Examples***]

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
9. Assist DBEs and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

The *Newton Municipal Airport* estimates that in meeting the established overall goal of 2.45%, it will obtain 100% from RN participation and 0% through RC measures.

This breakout is based on: The Recipient does not have a history of DBE participation over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, the entire goal of 2.45% is to be obtained through race-neutral participation.

The *Newton Municipal Airport* will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation [*see §26.51(f)*] and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to the following: DBE participation through a prime contract obtained through customary competitive procurement procedures, DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime

contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Public Participation

Consultation

The *Newton Municipal Airport* has established that they are using the Iowa Department of Transportation's goal setting methodology. Therefore, the consultation between material suppliers, professional services providers, disadvantaged business enterprises, prime contractors, and members of the Associated General Contractors of Iowa has already occurred about the Iowa Department of Transportation's and The *Newton Municipal Airport* adopted methodologies.

The Iowa Department of Transportation consultation resulted in the justification of identifying all ready and willing DBE's in comparison to all ready and willing contractors to do the work.

A notice of the proposed goal was published in The *Newton News* and on the *Newton* official website before the methodology was submitted to the FAA.

If the proposed goal changes following review by the FAA, the revised goal will be posted on the *Newton Municipal Airport* official website.

Notwithstanding paragraph (f)(4) of §26.45, the *Newton Municipal Airport* proposed goals will not be implemented until this requirement has been met.

PUBLIC NOTICE

The *Newton Municipal Airport* hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 2.45% for FAA-funded contracts/agreements. The proposed goal pertains to federal fiscal years *2025* through *2027*.

The proposed goal and its attendant methodology are available for inspection between *8:00 a.m.* and 4*:00 p.m.* Monday through Friday at the *Newton Community Development Department located at* 303 W. 4th Street N., Suite 501, Newton, Iowa, for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Brian Dunkelberger, Senior City Planner
303 W. 4th Street N., Suite 501, Newton, Iowa 50208
Phone: 1-641-792-6622 x2317
briand@newtongov.org

AND

Ofelia Medina,
EEO Compliance Specialist
Office of Civil Rights
Federal Aviation Administration
U.S. Department of Transportation
777 S. Aviation Blvd, Suite 150
El Segundo, CA 90245
Phone Number: 424-405-7205
Email: ofelia.medina@faa.gov

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

□ Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

□ Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract and has submitted [*or "will submit," if recipient made compliance a matter of responsibility*] documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

_____
Name & Title

_____ _____
Signature Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	*NAICS*	*Dollar Amount / %**	*Dealer/Manufacturer***

**Percentage is to be used only in negotiated procurements, including design-build contracts*
***For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is
$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

_____ Date: _____
Signature of DBE's Authorized Representative

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The *Newton Municipal Airport* has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract, as follows: Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
2. The Owner will not enter into a contract with the successful Bidder until Owner approves the Bidder's proposed DBE participation;

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26;
2. Enforcement action pursuant to 49 CFR Part 31;
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8

DBE Certification Application Form

UCA 4.09.2024.pdf (transportation.gov)

ATTACHMENT 9

State's UCP Agreement

26.81 UCP Agreement - the Iowa DOT has established a unified certification program (UCP) for all government entities receiving U.S. DOT funds in the State of Iowa. With respect to participation as a DBE on U.S. DOT assisted contracts, the Iowa DOT will make all DBE certification decisions through the UCP on behalf of these entities. The purpose of the UCP is to provide "one-stop- shopping" to certification applicants, which means that once they have been certified, their certification will be honored by all other entities in the State that receive U.S. DOT funds. Since all certification applications are reviewed by the Iowa DOT, there is no UCP Agreement.

ATTACHMENT 10

Small Business Element

1. Objective/Strategies

1) In multi-year design-build contracts or other large contracts (e.g., for "megaprojects") requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
2) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
3) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definition

- Size standard should be consistent with 49 CFR 26.5 and must be no larger than the Small Business Administration's size standards. DBE firms and small firms eligible for the program should be similarly sized to reduce competitive conflict between DBE and non-DBE firms.
- Definitions must clearly state that all businesses meeting the criteria outlined in this element will be considered to be small businesses, without regard to race or gender.

3. Verification

The *Newton Municipal Airport* must diligently attempt to minimize fraud and abuse in the small business element of its DBE program by verifying program eligibility of firms. Verification does not necessarily involve creating a new certification category, though that is one option. Any verification procedure must allow for participation of all small businesses (relying exclusively on local/state M/WBE certification, SBA 8(a) certification, or other programs that include race/gender/geographical considerations as a condition of the certification is not an acceptable means of verifying eligibility and is not compliant with the race-neutral requirements of §26.39).

4. Monitoring/Record Keeping

- Develop system to ensure the Small Business Element language is included in the identified projects.
- Establish reporting system to track success of program.

5. Assurance

1) The program is authorized under state law;
2) Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3) No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4) Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5) The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

City of Newton Council Report

Item:
Resolution accepting completion of the Newton Airport Parallel Taxiway Reconstruction Project.
Summary:
Final acceptance and authorization to release retainage on the Parallel Taxiway Relocation Project at the Newton Municipal Airport.
Financial Impact:
$126,093.42 retainage amount

Report Number: 2024-772
Date:
August 19, 2024
Lead Department:
Community Development
Recommendation:
Approve

Background:
The 2021 Airport Improvement Program (AIP) for the Newton Municipal Airport included the design and reconstruction of the parallel taxiway. The Newton Airport Taxiway Relocation Project was needed to reconstruct the taxiway at the north end of the airfield at a location that meets FAA geometry requirements. The project also removed a portion of the old taxiway at the northwest end and relocated it to be aligned with the remaining taxiway that extends southeasterly.

Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa prepared plans and specifications for the project, and City Council passed Resolution 2021-134 on May 17, 2021, awarding a contract to Con-Struct, Inc., of Marshalltown, Iowa, for the amount of $2,693,333.00 for the base bid plus Alt. No. 2. Change Order No. 1, approved by Resolution 2023-090, added $52,536.14 to the anticipated project construction costs. All such costs were previously approved by the FAA to be reimbursed at 90%.

The contractor has completed their work and the Project Engineer has signed and submitted the Engineer's Statement of Completion confirming that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The final contract amount for the construction side of this project, based on actual measured quantities of work along with the previously approved change order, is $2,521,868.27.
Recommendation:
Staff recommends approval of this resolution to accept completion of the project and to authorize payment of the retainage amount of $126,093.42, to be paid to the contractor within 30 days after approval of this resolution, should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ACCEPTING COMPLETION OF THE NEWTON AIRPORT TAXIWAY RELOCATION PROJECT

WHEREAS, the 2021 Airport Improvement Program (AIP) for the Newton Municipal Airport included the design and reconstruction of the parallel taxiway which was needed to relocate said taxiway at the north end of the airfield to a location that meets FAA geometry requirements which also resulted in a relocation of a portion of the taxiway at the northwest end; and

WHEREAS, Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa prepared plans and specifications for the Newton Airport Taxiway Relocation Project, and City Council passed Resolution 2021-134 on May 17, 2021, awarding a contract to Con-Struct, Inc. of Marshalltown, Iowa in the amount of $2,693,333.00; and

WHEREAS, City Council passed Resolution 2023-090 on April 17, 2023, which approved Change Order No. 1, thus adding $52,536.14 to the anticipated project construction costs; and

WHEREAS, all such costs were previously approved by the FAA to be reimbursed at 90%; and

WHEREAS, the contractor has completed their work and the Project Engineer has signed and submitted the Engineer's Statement of Completion confirming that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said Contract; and

WHEREAS, the final contract amount, based on actual measured quantities of work, along with a previously approved change order, is $2,521,868.27; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Newton, Iowa, that the City of Newton hereby accepts completion of the project, and authorizes the Sr. City Planner to execute payment of the retainer in the amount of $126,093.42 to Con-Struct, Inc. of Marshalltown, Iowa, within 30 days after approval of this resolution, should no claims be on file, with said payment being made from general fund bonds.

PASSED this ____ day of **August, 2024.**

APPROVED this ____ day of **August, 2024.**

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

Engineer's Statement of Completion

Project: Reconstruct Parallel Taxiway
Newton Municipal Airport (TNU), Newton, Iowa
AIP No. 3-19-0065-017
CGA No. 4487

Contractor: Con-Struct, Inc.
1710 E. Main Street
Marshalltown, Iowa 50158

To: City of Newton, Iowa

I hereby state that the construction of the Reconstruct Parallel Taxiway project by a Contract dated July 7, 2021, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed on July 14, 2023.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is One Hundred Twenty-Six Thousand Ninety-Three and 42/100 Dollars ($126,093.42). The derivation of this total amount is tabulated on the attached sheet.

The total amount due to the Contractor should be paid within thirty (30) days after the acceptance of the construction by resolution of the Council. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after forty (40) days following the initial thirty (30) day waiting period following acceptance of the project by the City Council.

CLAPSADDLE-GARBER ASSOCIATES, INC.

Matt D. Garber, P.E.
Iowa License No. 14449

Dated: August 6, 2024

Accepted by:

Resolution:_____ Date:_____

Signed (Mayor):_____

Attest (City Clerk):_____

Distribution: Engineer – Clapsaddle-Garber Associates
Contractor – Con-Struct, Inc.
City of Newton, Iowa

City of Newton Council Report

Item:
Resolution to Fix a Date for a Public Hearing on a Proposal to Enter Into a Water Revenue Loan Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed $2,900,000

Summary:
Resolution to Fix a Date for a Public Hearing on a Proposal to Enter Into a Water Revenue Loan Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed $2,900,000

Financial Impact:
None, this Action only sets a Public Hearing

Report Number: 2024-796
Date:
August 19, 2024
Lead Department:
Administration
Recommendation:
Approve

Background:
Section 384.24A of the Code of Iowa allows the City of Newton to enter into a Water Revenue Loan Agreement that would be paid solely and only from Water fund revenues. The proposed Water Revenue loan agreement will include funding for the following projects and equipment:

- Water Meter Replacement Project
- Pump Station Equipment
- Wells
- Water Treatment Plant and Water Lines

The projects and equipment are included in the proposed CIP document under the funding source of the Water Enterprise Fund.

This action sets a public hearing for the September 16, 2024 Council meeting.

Recommendation:

Staff recommends setting a public hearing on September 16, 2024 to enter into loan agreement to borrow principal in the not to exceed amount of $2,900,000 for the purpose of paying the costs of Water improvements and equipment.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

Resolution to fix a date for a public hearing on a proposal to enter into a Water Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed $2,900,000

WHEREAS, the City of Newton (the "City"), in Jasper County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution (the "Outstanding Note Resolution"), the City has heretofore issued its $784,000 Taxable Water Revenue Capital Loan Notes, Series 2020, dated February 7, 2020 (the "Outstanding Notes"), a portion of which remain outstanding; and

WHEREAS, pursuant to the Outstanding Note Resolution authorizing the issuance of the Outstanding Notes, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Notes under the terms and conditions set forth in the Outstanding Note Resolution; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $2,900,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of undertaking improvements to, and equipment acquisition for, the Utility, including, but not limited to, water meters, pump station equipment, wells, water treatment plant and water lines (the "Project"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to hold a hearing on the proposal to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on September 16, 2024, at the City Hall Council Chambers, in the City, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,900,000

(WATER REVENUE)

The City Council of the City of Newton, Iowa, will meet on September 16, 2024, at the City Hall Council Chambers, in the City, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $2,900,000, for the purpose of paying the cost, to that extent, of undertaking improvements to, and equipment acquisition for, the Municipal Waterworks Utility System (the "Utility") of the City, including, but not limited to, water meters, pump station equipment, wells, water treatment plant and water lines.

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation, but, together with the City's outstanding Taxable Water Revenue Capital Loan Notes, Series 2020, dated February 7, 2020 and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the net revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Newton, Iowa.

Katrina Davis
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $2,900,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the Project out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this August 19, 2024.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City Council's proposal to take action in connection with a Water Revenue Loan Agreement.

WITNESS MY HAND this ____ day of _____, 2024.

_____
City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned City Clerk, do hereby certify that the City of Newton is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Evelyn George, Mayor

Matt Muckler, City Administrator

Lisa Frasier, City Treasurer/Finance Officer

Katrina Davis, City Clerk

Mark Hallam, Council Member/Mayor Pro Tem

Melissa Dalton, Council Member

Randy Ervin, Council Member

Joel Mills, Council Member

Steve Mullan, Council Member

Stacy Simbro, Council Member

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") before January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2024.

_____
City Clerk

OUTSTANDING DEBT CERTIFICATE

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
02-07-2020	Water Revenue	$ 573,000	06-01-2040

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, if any, excluding the proposed issue).

WITNESS MY HAND this ____ day of _____, 2024.

_____
City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

_____
City Clerk

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

City of Newton Council Report

Item:
Resolution approving change order #1 for the W 4th St S Reconstruction Project

Summary:
Approve change order #1 for the W 4th St S Reconstruction Project

Financial Impact:
Council previously approved a contract for $981,423.00 on February 5, 2024; this action would approve a change order for an additional $68,839.41 to be paid from a combination of ARPA, Water Utility Enterprise, Storm Water Utility, and Road Use Tax funds.

Report Number: 2024-797
Date:
August 19, 2024
Lead Department:
Public Works
Recommendation:
Approve

Background:
W 4th St S between S 2nd Ave W and S 5th Ave W has had several asphalt resurfacing projects over the last 65 years, with the most recent occurring in 2009. The asphalt surface and road base are past the point of rehabilitation, with reconstruction being the only option. Manatt's Inc. was awarded the W 4th St S project on February 5th, 2024.
During construction, several bid items overran the planned quantity. These overruns were necessary for various reasons, but they were typically due to conflicts with existing utilities, such as additional pavement removals, excavation, subbase material, and PCC paving that was needed in conjunction with the redesign of the storm sewer to avoid the existing water transmission main. The additional quantities are to be paid at the contract unit price. There were also a number of additional items added to the project, including the lowering of existing sanitary services that were in conflict with the proposed storm sewer main.

The contract price with the addition of this change order will be $1,050,262.41, which is still under the original engineer's estimate for the project of $1,117,305.00.

Recommendation:
City staff recommends approving change order #1 from Manatt's, Inc. in the amount of $68,839.41 to be paid from a combination of ARPA, Water Utility Enterprise, Storm Water Utility, and Road Use Tax funds.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE W 4TH ST S RECONSTRUCTION PROJECT

WHEREAS, W 4th St S between S 2nd Ave W and S 5th Ave W has had several asphalt resurfacing projects over the last 65 years, with the most recent occurring in 2009. The asphalt surface and road base are past the point of rehabilitation, with reconstruction being the only option. Manatt's Inc. was awarded the W 4th St S project on February 5th, 2024.; and

WHEREAS, during construction, several items were unforeseen in the design of the project and several more overran their planned quantity; and

WHEREAS, the additional work included in this change order totaling $68,839.4.

NOW, THEREFORE, BE IT RESOLVED, that change order #1 to Manatt's Inc. in the amount of Sixty-Eight Thousand, Eight Hundred and Thirty-Nine Dollars and Forty-one cents ($68,839.41), for the W 4th St S Project, is hereby approved and will be paid from a combination of ARPA, Water Utility Enterprise, Storm Water Utility, and Road Use Tax funds.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

CHANGE ORDER NO. 1

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

Owner: City of Newton Project Title: W 4TH St S Reconstruction Project
Contractor: Manatts Inc.
Contract Date: 1-25-24 Date Prepared: 8-6-24 Prepared By: BLS Checked By: _____

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

Nature of Change (Reason, Item, Units)	Price Change (Add / Deduct)	Time Change (Add)
Adjust Storm Sewer Manholes; Add 2 EA due to conflicts with the Water Transmission Main the Designed Storm Had to be rerouted out and around which required Manholes, Original Contract of 1EA.	$10,800.00	No additional time.
Adjust Storm Sewer 18 Inch Trenched; Add 74 LF due to conflicts with the Water Transmission Main the Designed Storm Had to be rerouted out and around which required extra pipe, Original Contract of 396LF	$5,032.00	No additional time.
Adjust Water Main Abandonment; Add 2 3/4 EA Due to discrepancies in underground water records additional caps and labor were needed, Original Contract of 4 EA.	$2750.00	No additional time.
Adjust Valve Removal; Add 2 EA additional valves were removed due to discrepancies in underground water records	$2300.00	No additional time.
Adjust INTAKE, SW-502; Add 1 EA replaced one SW-505 with SW-502 due to a water main conflict at S 5th Ave W NE Corner.	$4,800.00	No additional time.
Adjust Manhole Adjustment Major Add 1 EA due to rerouting the storm, additional pavement was removed, exposing an additional manhole.	$1,500.00	No additional time.
Adjust Removal of Sidewalk Add 255 SY Of additional Sidewalk was removed as it was not compliant with the city Code on the west side of W 4th St S.	$2,550.00	No additional time.
Adjust Driveway Pavement Add 107 SY Additional driveway paving was required to properly reconstruct driveway approaches	$6,848.00	No additional time.
Adjust Combined Sidewalk and Retaining wall add 1 SY Additional Combined sidewalk and retaining wall were required at W 3rd St S and S 5th Ave E to tie into existing terrain.	$1,260.00.	No additional time.
Adjust Class 10; Add 984.24 CY Due to Additional Concrete at S 5th Ave W and S 2nd Ave W additional subgrade Was required. Extra subgrade removal was needed at the length of the project to remove large rocks that would affect the subgrade of the new pavement.	$23,621.76	No additional time.

Lost time : ; Due to unforeseen circumstances and the loss of work due to faulty infrastructure and plans not being as proposed, the contractor is seeking reimbursement. Per LS	$6,0000.00	No additional time.
Adjust Fitting by Weight Quantity Since the plans were inaccurate and field adjustments were needed , the bid item was reduced from 1000 pounds to 850 pounds as the 8x6 T wasn't needed. $1.50 per LB	($-225.00)	No additional time.
Fittings provided by Utilities Utilities provided Tapping Sleeve and Power Seal Repair Clamp For the connection of the New 8" Main to the existing 12" Main Per LS	($-2,022.35)	No additional time.
Adjust Class 10 for Brick Removal; Unknown to the contractor, W 4th St S contained brick under the HMA Brick is not free to dispose of, and the contractor wants payment for the Landfill tonnage of 5.00 dollars per ton is to be paid based on scale tickets from the contractor. The tonnage Fee will be paid as an overrun of Class 10 Excavation, Original Contract of 530CY.	$-	No additional time.
Add Bid Item Short Load Fee. To avoid conflicts with the transmission main, the storm has to be rerouted, with two additional manholes and an additional pipe added. The manholes and pipe will be overrun quantities.	$800.00	No additional time.
Add bid item Sanitary Sewer Service lowering Unknown to the contractor or the City of Newton, Sanitary services were on the same grade as the 18" HDPE storm to be installed. To avoid the conflict, the two services needed to be lowered at a unit Price of 975.00 Dollar per EA	$1,950.00	No additional time.
Prime Contractor Markup SUDAS 1090 1.04 10% of the first $50,000 with a $100 minimum.	$875.00	No additional time

These changes result in the following adjustment of Contract Price & Contract Time:

Contract Price Prior to this Change Order	$ 981,423.00
Net Increase Resulting from this Change Order	$68,839.41
Current Contract Price Including this Change Order	$1,050,262.41
Contract Time Prior to this Change Order (completion date)	July 30, 2024
Net Increase Resulting from this Change Order (completion date)	$68,839.41
Current Contract Time Including this Change Order (new completion date)	July 30, 2024

The above changes are approved:

City of Newton, IA

Date:_____ By:_____

The above changes are accepted:

Contractor: Manatts Inc

Date:_____ By:_____

City of Newton Council Report

Item:
Resolution accepting completion of the purchase of pre-season salt for snow and ice control

Summary:
Accepting completion of the purchase of 629.26 tons of salt at the pre-season price.

Financial Impact:
Council previously approved a bid of $45,131.25 on May 6, 2024, and this action would accept the purchase and authorize a final payment of $45,438.87.

Report Number: 2024-798
Date:
August 19, 2024
Lead Department:
Public Works
Recommendation:
Approve

Background:
Every year, money is allocated to the Snow & Ice Operating budget to purchase salt, sand, and other winter maintenance materials. The Public Works salt storage building allows for adequate storage so we may buy salt at pre-season prices, typically about $25/ton less than the in-season prices. The City of Newton needs to purchase 625 tons of salt to replenish the salt stock used from the past winter in preparation for the 2023-2024 winter season.

City Council passed a resolution on May 6, 2024, authorizing the Public Works Director to purchase 625 tons of salt from Central Salt of Lyons, Kansas, for $45,131.25. Between July 8th and July 24th, 2024, 629.26 tons of salt were delivered at the approved bid price of $72.21 per ton. The final bid amount, based on the actual quantity of delivered salt, is $45,438.87.

Recommendation:
City staff recommends accepting the completion of the 2024 pre-season salt purchase and authorizing the payment of the final amount of $45,438.87.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION ACCEPTING COMPLETION OF THE 2024 PRE-SEASON SALT PURCHASE

WHEREAS, every year, money is allocated to the Snow & Ice Operating budget to purchase salt, sand, and other winter maintenance materials. The Public Works salt storage building allows for adequate storage so we may buy salt at pre-season prices, typically about $25/ton less than the in-season prices. The City of Newton needs to purchase 625 tons of salt to replenish the salt stock used from the past winter in preparation for the 2023-2024 winter season, and

WHEREAS, the City Council of the City of Newton approved a bid from Central Salt of Lyons, Kansas, in the amount of $45,131.25 on May 6, 2024, for the 2024 Pre-Season salt purchase; and

WHEREAS, Central Salt has delivered 629.26 tons of salt at the approved bid price of $72.21 per ton; and

WHEREAS, the final bid amount, based on the actual quantity of delivered salt, is $45,438.87.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts completion of the purchase and authorizes the Public Works Director to execute payment in the amount of $45,438.87 to Central Salt, with said payment to be made using road use tax funds.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
Resolution approving change order #2 for the W 8th St N Bridge Approach Replacement Project
Summary:
Approving change order #2 to for the W 8th St N Bridge Approach Project
Financial Impact:
Council previously approved a contract for $161,329.00 on June 17, 2024; this action would approve a change order for an additional $11,700.00 to be paid from Road Use Tax Bond Funds

Report Number: 2024-800
Date:
August 19, 2024
Lead Department:
Public Works
Recommendation:
Approve

Background:
On June 17, 2024, OEL Construction Services was awarded the W 8th St N Bridge Approach Replacement Project. The project included reconstructing the north and south bridge approaches, the adjacent sidewalk, and the installation of subdomains.

During pavement removals, 179’ of 8” wide footings were discovered down the center of the road and across the road approximately every 20 feet. This change order will see the footings excavated and removed to allow for the placement of the necessary granular subbase. Staff and the project engineer have reviewed the proposal provided by OEL Construction Services in the amount of $11,700.00 and recommend its approval. The additional costs will be paid for from Road Use Tax Bond Funds.

Recommendation:
City staff recommends approving change order #2 from OEL Construction Services in the amount of $11,700.00.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION APPROVING CHANGE ORDER #2 FOR THE W 8TH ST N BRIDGE APPROACH REPLACEMENT PROJECT

WHEREAS, on June 17, 2024, OEL Construction Services was awarded the W 8th St Bridge Approach Replacement; and

WHEREAS, during pavement removals, 179' of 8" wide footings were discovered down the center of the road and across the road approximately every 20 feet; and

WHEREAS, this change order will see the footings excavated and removed to allow for the placement of the necessary granular subbase; and

WHEREAS, staff and the project engineer have reviewed the proposal provided by OEL Construction Services in the amount of $11,700.00 and recommend its approval; and

NOW, THEREFORE, BE IT RESOLVED, that change order #2 for the W 8th St N Bridge Approach Project in the amount of Eleven Thousand, Seven Hundred dollars and Zero cents ($11,700.00) is hereby approved and will be funded from Road Use Tax Bond funds;

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that change order #2 executed by OEL Construction Services of Steamboat Rock, IA, for the W 8th ST N Bridge Approach Project, be signed by the Mayor on behalf of the City.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

OEL Construction Services, Inc.
1306 River Road S
Steamboat Rock, IA 50672
Ph: (641)868-2222
Fax: (888) 522-9307
An Iowa Certified DBE and TSB

CHANGE ORDER

Date: 8/12/2024 Original

Project: Change # 2

Location: Newton, Iowa Drawing # W 8th St N Bridge Approach Replacement

Description of Change: Excavating 2.5' on each of the footings to be cut and removed at a 2' depth to allow for the lug, modified, and geogrid according to the standard BR201.

121'x8" total of cross footings and 58'x12" center line footing on South Approach

70'x8" total of the cross footings on North Approach

Reasons for Change: Multiple footings in poor condition were found below the removals and are too shallow of a depth below top of paving and too broken to re-use

COST:

Material	Increase/Decrease	by	$
Labor	Increase/Decrease	by	$ $925.00
Equipment	Increase/Decrease	by	$ $925.00
IWS	Increase/Decrease	by	$ $9,850.00
Contract Sum will be Increased/Decreased by a total			$ $11,700.00

This change will Increase/Decrease length of project by: 2 Days

APPROVALS:

Date:

(Sign: Owner's Authorized Representative)

OEL CONSTRUCITON SERVICES, INC. Date:

(Sign: OEL's Authorized Representative)

City of Newton Council Report

Item:
Resolution setting a public hearing and inviting proposals for the sale of property at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East, and 211 East 12th Street North in Newton

Summary:
Through the Housing Initiative, the City acquired the subject properties. In order to sell the properties at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North, City Council must first set a public hearing to consider proposals from the public.

Financial Impact:
None.

Report Number: 2024-806
Date:
August 19, 2024
Lead Department:
Community Development
Recommendation:
Approve

Background:
As part of the D&D Program, the City acquired the property located at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North and contracted for the demolition of the abandoned dilapidated home on 211 East 12th Street North.

The demolition at 211 East 12th Street North was completed and the demolition of the home at 1015 North 3rd Avenue East will be scheduled for later this year. There has been expressed interest in the property and a purchase proposal has been received.

Iowa Code Chapter 364.7 requires cities to set public hearings before disposing of any property. Public notice would then be published in the *Newton News* and all interested parties would be able to submit proposals for the lot.

The attached Resolution sets a public hearing for the regular Council meeting on October 7, 2024 for the sale of property at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North. Proposals will be accepted until 4:00 pm on September 27, 2024.

Recommendation:
Staff recommends approval.

Matt Muckler
City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION SETTING A PUBLIC HEARING AND INVITING PROPOSALS FOR THE SALE OF PROPERTY AT 1117 NORTH 3RD AVENUE EAST, 1015 NORTH 3RD AVENUE EAST & 211 EAST 12TH STREET NORTH IN NEWTON

WHEREAS, the City of Newton owns the lots located at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North, Newton, legally described as:

LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK "B", AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTYONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING.

ALSO
LOTS TEN AND ELEVEN IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING. THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE'S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "D", PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY.

LOT THIRTEEN, BLOCK "D" OF COE'S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

LOT TWELVE IN BLOCK "D" IN COE'S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 11 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 10 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT NINE OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "B", AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT EIGHT OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT 6 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "B" AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT "A" OF EVAN'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT TWO, THREE, SEVEN, WITHT AND NINE IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT BOOK B, PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND BEGINNING AT THE NORTHEAST CORNER OF LOT TWO OF MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, RUN THENCE EAST THIRTHY FEET, THENCE SOUTH TO A POINT DUE EAST OF THE SOUTHEAST CORNER OF LOT NINE IN SAID ADDITION, THENCE WEST THIRTY FEET TO THE SOUTHEAST CORNER OF SAID LOT NINE, THENCE NORTH TO THE PLACE OF BEGINNING.

LOTS 13 AND 14 OF MERSHON'S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA.

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

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

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

Section 1: That the Public Notice in substantially the following form shall be given that a Public Hearing be held at 6:00 pm on October 7, 2024, in the City Council Chambers of City Hall, 101 West 4th Street South to consider the sale of city-owned properties at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North, in Newton:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on October 7, 2024, at City Hall, 101 West 4th Street South, to consider proposals for purchase of the property located at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North, Newton. The property is legally described as: LOT ONE EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE, RUN THENCE SOUTH TWO HUNDRED SEVENTY FEET, THENCE EAST ONE HUNDRED THIRTY-FIVE, THENCE NORTH TWO HUNDRED SEVENTY FEET, THENCE WEST ONE HUNDRED THIRTY-FIVE FEET TO THE POINT OF BEGINNING, AND ALL OF LOTS TWELVE AND FIFTEEN OF MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK "B", AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSO COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH TWENTYONE FEET OF SAID LOT ONE, RUN THENCE SOUTH ONE HUNDRED FIFTY-THREE FEET TO THE SOUTHWEST CORNER OF SAID LOT FIFTEEN, THENCE WEST THIRTY FEET, THENCE NORTH ONE HUNDRED FIFTY-THREE FEET, THENCE EAST THIRTY FEET TO THE POINT OF BEGINNING; ALSO LOTS TEN AND ELEVEN IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT BOOK B, AT PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; ALSOCOMMENCE AT THE NORTHEAST CORNER OF SAID LOT TEN, RUN THENCE EAST THIRTY FEET, THENCE SOUTH NINETY-THREE FEET, THENCE WEST THIRTY FEET, THENCE NORTH TO THE PLACE OF BEGINNING; THE NORTH ONE HUNDRED FIFTY-TWO FEET OF LOT 6 OF LOT B OF THE SUBDIVISION OF BLOCK D OF COE'S SUB-DIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "D", PAGE 75 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY; LOT THIRTEEN, BLOCK "D" OF COE'S SUBDIVISION TO NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGE 604 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA; LOT TWELVE IN BLOCK "D" IN COE'S SUBDIVISION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT 11 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SAME APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT 10 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT NINE OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK "B", AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT EIGHT OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT 6 OF THE SUBDIVISION OF BLOCK "D" OF COE'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "B" AT PAGE 604 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT "A" OF EVAN'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK B, AT PAGE 223 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; LOT TWO, THREE, SEVEN, WITHT AND NINE IN MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT BOOK B, PAGE 227 IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND BEGINNING AT THE NORTHEAST CORNER OF LOT TWO OF MERSHON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, RUN THENCE EAST THIRTHY FEET, THENCE SOUTH TO A POINT DUE EAST OF THE SOUTHEAST CORNER OF LOT NINE IN SAID ADDITION, THENCE WEST THIRTY FEET TO THE SOUTHEAST CORNER OF SAID LOT NINE, THENCE NORTH TO THE PLACE OF BEGINNING.; LOTS 13 AND 14 OF MERSHON'S ADDITION, CITY OF NEWTON, JASPER, COUNTY, IOWA. Proposals shall be submitted by 4:00 p.m., September 27, 2024, to the Newton Community Development Department; 303 West 4th Street North, Suite 501; Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available from Craig Armstrong, Development Specialist, Community Development Department at (641)-792-6622. The City Council will consider all proposals received, but reserves the right to reject any or all proposals received or to accept any proposal it deems in the best public interest. At said Hearing, interested persons may be heard in support of or opposition to said sale or the price or terms of a proposed agreement.

Section 2: That following the Public Hearing, City Council may select the proposal to purchase the described property which is in the best interest of the City Newton and shall thereafter sell said property at the price and under such terms as it shall determine, subject to an Agreement for Purchase with the selected Purchaser.

PASSED this 19th day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Disbursements 08-20-24

Vendor	Department	Description	Amount
3CMA	Community Marketing	Membership	$ 400.00
Acco Unlimited Corp	Maytag Pool	Supplies	$ 2,462.40
Action Training Systems	Fire RESO 2024-277	Supplies	$ 7,790.50
Acushnet Company	Golf	Merchandise	$ 58.80
Aetna Senior Supplemental Ins	Fire	Reimbursement	$ 269.91
Airgas USA LLC	Fire	Supplies	$ 157.90
Alliant Energy/IPL	ALL	Service	$ 105,013.52
Alpha Media LLC	Fire	Service	$ 150.00
Amazon Capital Service	All	Supplies	$ 3,433.94
American Business Phones	Utility Billing	Service	$ 2,314.71
American Legal Publishing Corporation	Administration	Service	$ 66.30
American Planning Association	Planning & Zoning	Membership	$ 491.00
Asset Protection Unit Inc	Fire	Reimbursement	$ 198.19
Baker Group	City Center	Service	$ 1,794.00
Barney's Service Inc	Streets	Service	$ 65.00
Beck's	Community Beautification	Supplies	$ 65.83
Bing Bang	Community Marketing RESO 2024-179	Service	$ 3,825.00
Bolton & Menk Inc	All	Service	$ 6,051.50
Bound Tree Medical LLC	Fire	Supplies	$ 1,942.41
Brick Gentry P.C.	Legal Service	Service	$ 31,965.00
Caldwell Brierly & Chalupa PLLC	D&D	Service	$ 2,796.65
Card Service	ALL	Service	$ 5,133.74
Castellon, Rony Alvarado & Rosa	Utility Billing	Refund	$ 23.32
Chamber of Commerce	ALL	Conference	$ 700.00
Cheney, Sandra	Fire	Reimbursement	$ 350.00
Cintas	Street, Water Pollution Control	Supplies	$ 766.91
Consolidated Electrical Distributor	All	Supplies	$ 257.50
Cox, Cindy	Utility Billing	Refund	$ 63.90
D & K Products	Golf	Supplies	$ 144.00
Daniel, Shelby & Trever	Utility Billing	Refund	$ 17.29
Danko Emergency Equipment	Fire	Supplies	$ 120.00
Dannen, Ryan	D&D, Parks	Service	$ 1,205.00
Davis Equipment Corp	Golf	Supplies	$ 419.53
DH Pace Company	Fire	Service	$ 2,249.00
Dodd Trash Hauling & Recycling	Maytag Pool, Cemetary	Service	$ 2,690.09
EZ Lease	Water Pollution Control, Fire	Service	$ 251.01
Fire Department Safety Officers Associat	Fire	Service	$ 99.00
Fire Smart Promotions	Fire	Supplies	$ 256.00
Firehouse Magazine	Fire	Supplies	$ 61.19
Forbes Office Solutions	All	Postage	$ 320.86
Fuller, Shawn	Parks	Refund	$ 100.00
Galls LLC	Fire	Supplies	$ 117.63
Garcia, Jose	Police	Reimbursement	$ 28.32
Gilbert Lawn Care and Snow Removal LLC	City Center, Library	Service	$ 1,793.00
Global Industrial	Police	Supplies	$ 374.91

Gralnek-Dunitz	Water Pollution Control	Supplies	$ 40.00
Gregg Young Auto Center	Police	Service	$ 153.14
Grimes Asphalt and Paving	Street	Supplies	$ 1,030.75
Hamilton Glass	City Center RESO 2024-099	Service	$ 11,131.47
Hawkeye Lock & Security	Police	Service	$ 222.53
Hawkins Water Treatment	Water Treatment Plant, Water Pollution Control	Supplies	$ 7,358.78
Health Partners	Fire	Reimbursement	$ 298.49
Henderson Products Inc	Snow Removal	Supplies	$ 3,166.40
Hewitt Service Center	Landfill	Supplies	$ 290.00
Hobbs, Shelby	Utility Billing	Refund	$ 55.97
Hornung's	Golf	Merchandise	$ 50.55
Hoya Vision - Dept 2454	Water Treatment Plant	Supply	$ 168.00
Hurley, Tessa Welter & Brady	Utility Billing	Refund	$ 24.58
Hy-Vee Inc	Police, Fire	Supplies	$ 28.60
I & S Group Inc	Golf Clubhouse	Service	$ 10,143.75
Image Trend Inc	Fire	Service	$ 14,573.42
IMWCA	All	Service	$ 21,927.00
Iowa Golf Association	Golf	Merchandise	$ 75.00
Iowa Law Enforcement Academy	Police	Service	$ 345.00
Iowa Park & Recreation Association	Parks	Membership	$ 540.00
Iowa Prison Industries	Police	Supplies	$ 1,899.78
Jasper Construction Service	Golf	Supplies	$ 367.13
Jasper County Abstract	D&D	Service	$ 615.00
Jasper County Engineer	Street	Supplies	$ 1,431.08
Johnson Aviation	Airport	Reimb	$ 55.78
Joni's Creations	Fire	Service	$ 14.50
Kellogg Lawn & Snow	Water Treatment Plant	Supplies	$ 142.65
Key Cooperative	All	Supplies	$ 15,502.28
Kirkham Michael	Airport RESO 2024-052	Service	$ 5,791.37
Kuilan Baez, Daisy	Utility Billing	Refund	$ 26.95
Lawson Products Inc	City Garage	Supplies	$ 394.34
Lillard, Ashley Terrell & Mitchell	Utility Billing	Refund	$ 8.26
Logue, Edward & Marla	Parks	Refund	$ 50.00
Lyman, Rick	D&D	Service	$ 2,520.00
Magnum Automotive	Fire	Service	$ 935.13
Mahaska Bottling Co	Golf	Concessions	$ 975.80
Manatts - D.M.	All	Supplies	$ 2,619.58
Martin Marietta Materials	All	Supplies	$ 9,036.39
McFarland Clinic	Police	Service	$ 458.00
McMaster-Carr	Water Pollution Control	Supplies	$ 40.09
Menards-Altoona	Parks	Supplies	$ 87.38
Metering and Technology Solutions	Water Distribution RESO 2024-231	Supplies	$ 48,572.06
Microbac Laboratories Inc	Water Distribution	Service	$ 7,374.11
Mid Country Machinery	Landfill	Supplies	$ 1,741.29
Mid-Iowa Planning Alliance	Parks,Planning & Zoning, Economic Dev.	Memberships	$ 2,364.00
MTI Distributing Inc	Golf	Supplies	$ 871.40
Municipal Supply Inc	Water Distribution RESO 2024-231	Supplies	$ 4,322.30
PowerPlan	Landfill	Supplies	$ 243.29
Myers, Jennifer	Utility Billing	Refund	$ 11.42
NAPA Auto Parts	All	Supplies	$ 1,244.25
News Printing Company	All	Service	$ 1,257.05
Newton Apparel	Fire	Supplies	$ 32.00

Newton Rotary	Economic Development	Dues	$	810.00
Niemann Ace Hardware 650	All	Supplies	$	732.75
O'Reilly Auto Parts	City Garage	Supplies	$	45.63
Parkview Animal Hospital	Animal Control	Service	$	3,441.00
Phelps Uniform Specialists	All	Service	$	185.25
Premier Office Equipment	Police, Executive	Service	$	641.28
GrowyourCaptains.com LLC	Fire	Service	$	2,500.00
Quill Corporation	Finance, Admin	Supplies	$	35.98
R&R Products Inc	Parks	Supplies	$	95.85
Ray, Randy	D&D	Service	$	1,950.00
Red Sun Yoga LLC	Parks	Service	$	270.00
Reliant Fire Apparatus Inc	Fire	Service	$	3,638.70
Rockmount	City Garage	Supplies	$	831.50
Ryan's Tire & Auto	Cemetery, City Garage	Supplies	$	667.63
Schwarck, Heather Decker & Jeremy	Utility Billing	Refund	$	9.13
Sign Pro	Police	Service	$	1,825.00
Soto, Rahihan	Utility Billing	Refund	$	9.13
Spahn & Rose Lumber Co	Storm Water, Parks	Supplies	$	502.91
State Hygienic Laboratories	Water Pollution Control	Service	$	560.00
Sully Construction Inc	Golf	Supplies	$	3,100.00
T2 Systems Inc	Police	Service	$	58.10
Terracon Consultants Inc	North Central TIF	Service	$	362.50
Theisen's	All	Supplies	$	1,714.46
Town & Country Wholesale Co	Golf	Concessions	$	2,365.62
Truck Equipment	Street	Supplies	$	5,874.00
Two Rivers Cooperative	All	Supplies	$	12,330.01
United States Cellular	All	service	$	1,824.21
Unplugged Wireless Communications LLC	City Garage	Supplies	$	627.95
USABlueBook	Water Pollution Control	Supplies	$	98.33
Van Wall Equipment	Parks	Supplies	$	600.36
Veenstra & Kimm Inc	Building	Service	$	4,966.25
Verizon Wireless	Disaster Service	Service	$	35.01
Vore, Victor Haines & Jasmine	Utility Billing	Refund	$	5.93
Warnick Mechanical	Parks	Service	$	103.00
White Cap L P	Community Beautification	Supplies	$	900.00
Windstream	Fire	Service	$	715.05
Ziegler Inc	Water Pollution Control	Supplies	$	204.28
Total			**$**	**426,119.65**

Pre-Authorized Payments

AT&T Mobility	Landfill, Police	Utilities	$	427.55
Black Hills Energy	All	Utilities	$	845.42
Doll Distributing	Golf	Concessions	$	897.60
Iowa Beverage System	Golf	Concessions	$	535.00
Morton Building Inc	Golf	RESO 2024-276	$	57,016.00
Stivers Ford	Water Distribution	RESO 2024-147	$	61,726.00
T Mobile	Police	Utilities	$	419.40
Windstream	All	Utilities	$	2,600.62
Total:			**$**	**124,467.59**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	$ 13,905.00
Bank Iowa	All	Insurance	$ 3,645.00
Kabel	All	Insurance	$ 50.00
GEMT	Fire	Fees	$ 10,396.92
Self Funded Insurance	All	Insurance	$ 96,788.98
Payroll 6-7-24	All	Payroll	$ 498,978.84
Payroll 6-21-24	All	Payroll	$ 504,597.96
Payroll 7-5-24	All	Payroll	$ 532,566.91
Payroll 7-19-24	All	Payroll	$ 531,565.21
Mutual of Omaha	All	Insurance	$ 4,781.13
Great Southern Bank	Golf	Fees	$ 1,563.67
Met Life Dental	All	Insurance	$ 11,414.25
State of Iowa	General	Sales Tax	$ 5,791.68
Lambs Grove	Utility Billing	Fees	$ 2,643.85
Wet Tax	Utility Billing	Tax	$ 9,619.89
Returned ACH Fees	Utility Billing	Charges	$ 684.94
GILA - Fees	Utility Billing	Fees	$ 322.80
Returned Check Fees	Utility Billing	Fees	$ 108.75
Total:			**$ 2,229,425.78**

City of Newton Council Report

Item:
Public Hearing on a Resolution Approving Sale of City-owned property at 1008-1010 East 8th Street North

Report Number: 2024-775

Date:
August 19, 2024

Summary:
Brooks Grease Management, LLC has made an offer of $30,000 for the properties at 1008 and 1010 East 8th Street North.

Lead Department:
Community Development

Financial Impact:
$30,000 revenue returned to D&D fund

Recommendation:
Approve

Background:
The City acquired the subject properties through the Newton D&D Program as follows:

- 1008 East 8th Street North: Purchased in 2014 for $20,500.00
- 1010 East 8th Street North: Purchased in 2024 for $25,000.00

Brooks Grease Management, LLC is the only offering party for the two properties and has offered a total amount of $30,000.00. Recently, the City approved the sale of 1011 and 1015 East 9th Street North to Brooks Grease Management, LLC. These two properties abut the East 8th Street North properties that are subject to this action.

Brooks Grease Management, LLC from Tulsa, Oklahoma, is a business that recently located in Newton and has plans for further growth. The sale of the subject property to Brooks Grease Management creates a completely contiguous footprint for the business with adequate space for growth/expansion.

Brooks Grease Management, LLC has committed to either fully renovating the home at 1010 East 8th Street North into business offices or demolishing it, in accordance with the purchase agreement. The work shall be completed by December 31, 2025.

The sale of the property returns the parcels to the tax rolls and reduces the City's costs to maintain them, while supporting economic development.

Recommendation:
Staff recommends approval of the sale of 1008 and 1010 East 8th Street North to Brooks Grease Management, LLC.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR CITY-OWNED PROPERTY AT 1008 AND 1010 EAST 8TH STREET NORTH, NEWTON, JASPER COUNTY, IOWA

WHEREAS, Brooks Grease Management, LLC, 3104 N. Erie Ave, Tulsa, Oklahoma, has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 1008 East 8th Street North and 1010 East 8th Street North, legally described as:

EDMUNDSON'S ADDITION SOUTH 44 FEET LOT 8 BLOCK FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE WEST ½ OF THE NORTH-SOUTH ALLEY ABUTTING THE EAST LINE OF THE SOUTH 44 FEET OF LOT 8, BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE NORTH 22 FEET OF LOT 8 AND THE SOUTH 22 FEET OF LOT 9, ALL IN BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE WEST ½ OF THE NORTH-SOUTH ALLEY ABUTTING THE EAST LINE OF THE NORTH 22 FEET OF LOT 8 AND THE SOUTH 22 FEET OF LOT NINE, BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY IOWA.

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 1008 and 1010 East 8th Street North 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 August, 2024.

APPROVED this _____ day of August, 2024.

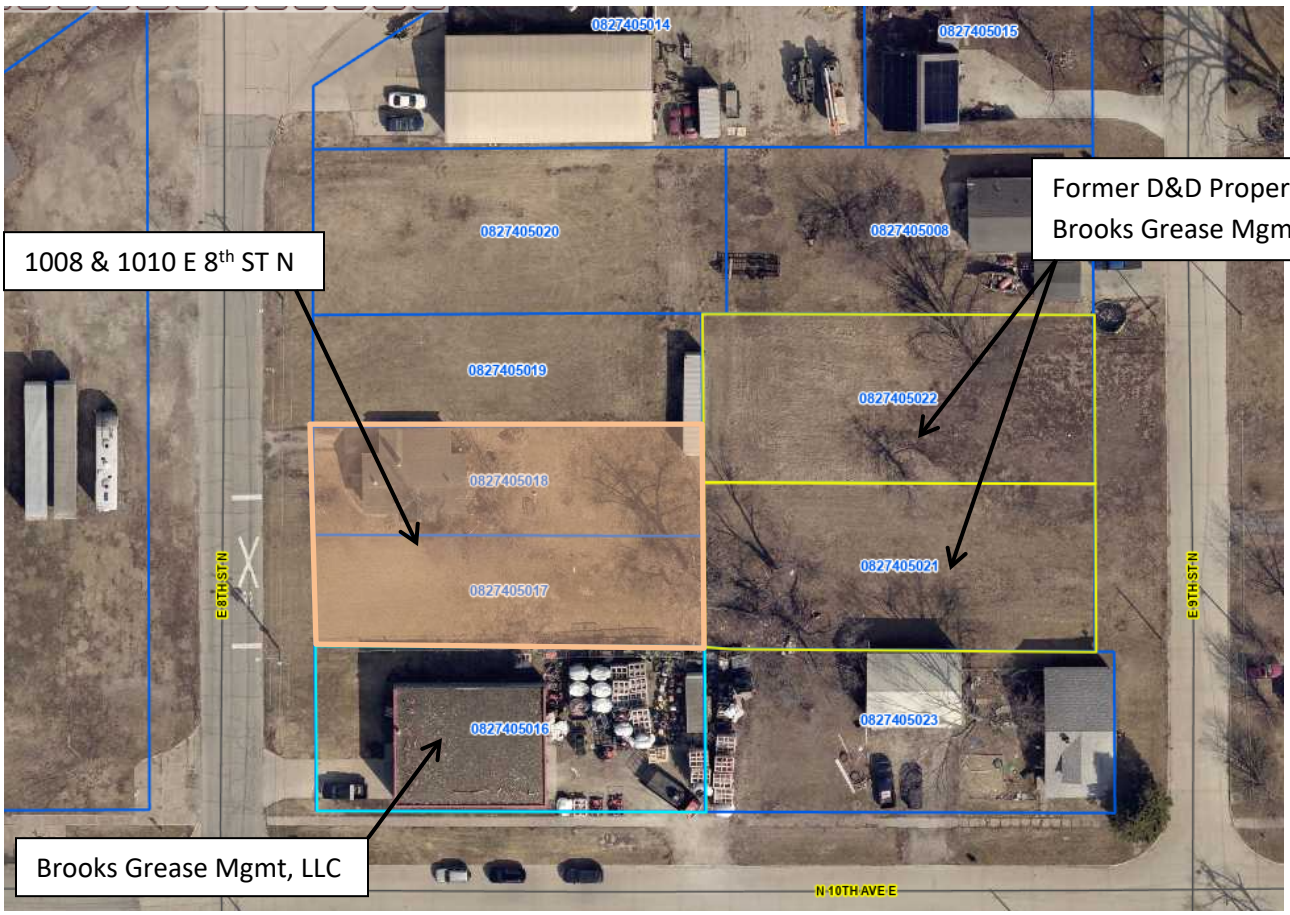
(Seal)

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

1000 Block East 8th Street North Neighborhood Map



PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **1008 East 8th Street North and 1010 East 8th Street North**, is made on or as of the _____ day of August, 2024, by and between the City of Newton, Iowa (hereinafter "City"), and Brooks Grease Management, LLC, _____, (hereinafter "Buyer")
Street Address, City, State, Zip Code
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 **Thirty-thousand** Dollars ($**30,000.00**) (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:

1008 and 1010 East 8th Street North, legally described as:

EDMUNDSON'S ADDITION SOUTH 44 FEET LOT 8 BLOCK FOUR IN THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE WEST ½ OF THE NORTH-SOUTH ALLEY ABUTTING THE EAST LINE OF THE SOUTH 44 FEET OF LOT 8, BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE NORTH 22 FEET OF LOT 8 AND THE SOUTH 22 FEET OF LOT 9, ALL IN BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA;

AND

THE WEST ½ OF THE NORTH-SOUTH ALLEY ABUTTING THE EAST LINE OF THE NORTH 22 FEET OF LOT 8 AND THE SOUTH 22 FEET OF LOT NINE, BLOCK FOUR, EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY IOWA.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty 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 90 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, Brierly, 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) 1010 East 8th Street North: The buyer agrees to complete one of the following actions before December 31, 2025 with any request for completion deadline extension requiring further council action:

1. Demolition of the dilapidated residential structure at 1010 East 8th Street North. The buyer may apply for a residential D&D Demolition Grant, in accordance with program requirements, to assist with the completion of the demolition work.

   OR

2. Renovation of the dilapidated residential structure at 1010 East 8th Street North into a business office in accordance with all adopted building codes for office use. Improvements shall include, in addition to necessary upgrades stipulated by building code: new or rehabilitated exterior treatment, roofing, removal of brush and overgrowth, and repairs or reconstruction of porches/stairs/entrances.

SECTION 7. 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 8. 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 9. 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 10. 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 11. 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:_____

Tony Flippo
Brooks Grease Management, LLC

_____
Street Address

_____
City, State, Zip Code

City of Newton Council Report

Item:
Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 500-700 block of W 3rd St S

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

Financial Impact:
N/A

Report Number: 2024-689
Date:
August 19, 2024
Lead Department:
Police
Recommendation:
Approve

Background:
The City received safety concerns from citizens regarding street parking in the 500-700 blk of W 3rd St S. The complaints are a result of vehicles being parked on west side of streets that is too narrow to allow the current 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 500-700 blk of W 3rd St S is only 23 feet wide and is not wide enough to safely accommodate parking on west side of the street, and allow space for vehicle traffic to safely yield to oncoming traffic with vehicles parked on the west side of the street. The City of Newton Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on both sides of the street.

Surveys describing the recommended changes were sent to the 28 adjacent property owners along W 3rd St S. Surveys were returned with seven (7) residents agreeing with the recommended changes and two (2) opposing the recommended changes.

Recommendation:
Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 500-700 BLOCK OF WEST THIRD STREET SOUTH.

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

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

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

STREETS, SOUTHWEST QUADRANT

West Third Street South

"No Parking Anytime".

West side from South Second Avenue West south to South Fifth Avenue West.

East side from South ~~Fifth~~ Eighth Avenue West south to South Eleventh Avenue West.

Both sides from South Fifth Ave West south to South Eighth Avenue West.

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

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

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

_____
Katrina Davis, City Clerk

Parking Survey 500-700 block W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **602 W 3rd St S**

Traffic needs a speed trap or something from all persistent street racers. But some only have that available to park. If people slowed down it would help.

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **311 S 6th Ave W**

We agree.

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **627 W 3rd St S**

We lived here 4 years and now that city doing road work it's an issues and city thinks something needs done. has to now leave it alone. People have friends City laws

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Parking Survey 500-700 block W 3rd St S.

lease complete the survey to the City of Newton's recommendation to res
arking on both sides of 500-700 block and return to the City of Newton Po
epartment by July 9th, 2024.

agree with the proposed parking changes ★

ppose the proposed parking changes

I see it
every day.
NOT safe

Comments from resident at: **626 W 3rd St S**

Ken McCallum

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes Thank you!!

I oppose the proposed parking changes

Comments from resident at: **702 W 3rd St S**

It has been awful + dangerous for years. It is hard to get out of our drive + there are constant traffic jams - People park in the street that have drive-ways. We have about been hit head on many times

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restr
parking on both sides of 500-700 block and return to the City of Newton Poli
Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **620 W 3rd St S**

Since my house is on top of the hill and cars are parked accross it is a visual hazard of oncoming traffic. Also most days it can be har getting out of my driveway. I'm okay with no parking or schedule parking at certain time of

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **714 W 3rd St S**

It has become so congested with everyone who parks on the street. Hope this moves forward!

Parking Survey 500-700 block W 3rd St S.

Please complete the survey to the City of Newton's recommendation to res
parking on both sides of 500-700 block and return to the City of Newton Po
Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

William Robert Whi
508 West 3rd St. Soutl
Newton, Iowa 50208-46
U.S.A.

Comments from resident at: **508 W 3 St S**

Yes, please do restrict parking on both sides of the stre as mentioned.

Wm R White

Parking Survey 500-700 block of W 3rd St S.

Please complete the survey to the City of Newton's recommendation to restrict parking on both sides of 500-700 block and return to the City of Newton Police Department by July 9th, 2024.

I agree with the proposed parking changes

I oppose the proposed parking changes

Comments from resident at: **520 W 3rd St S**

It should not be up for discussion as it has always been a problem.

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Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

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Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

Dog Bite Awareness

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Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

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Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

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Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

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MAILED FROM ZIP CODE 50208

Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

GET TO KNOW Newton

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:

Parking	Minimum Street Width
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:

Parking	Minimum Street Width
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:

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

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

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

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

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

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

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

City of Newton Council Report

Item:
Second consideration of an ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title V Public Works, By adding Chapter 53 Stormwater Utility

Report Number: 2024-702

Date:
August 19, 2024

Lead Department:
Public Works

Summary:
Adjusting stormwater utility rates for the next five years.

Recommendation:
Approve

Financial Impact:
An estimated additional $28,000 in FY25.

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, and future increases will be determined by ordinance of the city council.

Stormwater rates need to be increased yearly to keep pace with increasing operating costs and infrastructure replacement, repairs, capital projects, and equipment. A twenty-five cent rate increase is proposed each year for 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.
The proposed twenty-five cent rate increase to the ERU for residential and non-residential properties would be as follows:
Commencing July 1, 2025, the ERU rate shall equal $4.75
Commencing July 1, 2026, the ERU rate shall equal $5.00

Commencing July 1, 2027, the ERU rate shall equal $5.25
Commencing July 1, 2028, the ERU rate shall equal $5.50
Commencing July 1, 2029, the ERU rate shall equal $5.75

Recommendation:

Approval of the Ordinance increasing stormwater utility rates by twenty-five cents each year for five years. If adopted, the rate would go into effect on July 1, 2025-2029.

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
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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 $4.75.
Commencing July 1, 2026, the ERU rate shall equal $5.00.
Commencing July 1, 2027, the ERU rate shall equal $5.25.
Commencing July 1, 2028, the ERU rate shall equal $5.50.
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 approving Marketing Agreement with Utility Service Partners Inc
Summary:
approving marketing agreement and utilizing City of Newton's branding
Financial Impact:
No cost to the City to participate.

Report Number: 2024-691
Date:
August 19, 2024
Lead Department:
Utilities
Recommendation:
Approve

Background:
The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Iowa League of Cities and, will help the City of Newton achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines.
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City.
- The program uses fully vetted local contractors to complete the repairs.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program

is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.
ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

Recommendation:
City Council authorize the Mayor enter into the Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS INC.

WHEREAS, this MARKETING AGREEMENT ("**Agreement**") is entered into and made effective by and between the City of Newton, Iowa ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**SLWA**," and together with City, the "**Parties**," and each, a "**Party**"); and

WHEREAS, individual residential property owners ("**Customer(s)**") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property; and

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("**Plan(s)**") to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. ("**HomeServe**"), is the administrator of the National League of Cities (**"NLC"**) Service Line Warranty Program.

NOW, THEREFORE, by the City Council of Newton, Iowa, authorizes the Mayor to enter into a Marketing Agreement with Utility Service Partners Inc. as described in the Marketing Agreement and Exhibit "A" Marketing Agreement, City of Newton, Term Sheet.

PASSED this _____ day of August 2024.

APPROVED this _____ day of August 2024.

_____

Evelyn George, Mayor

ATTEST:

_____

Katrina Davis, City Clerk

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into and made effective as of _____, ("**Effective Date**"), by and between the City of Newton, Iowa ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**SLWA**," and together with City, the "**Parties**," and each, a "**Party**").

WHEREAS, individual residential property owners ("**Customer(s)**") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("**Plan(s)**") to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. ("**HomeServe**"), is the administrator of the National League of Cities (**"NLC"**) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. Grant of License. City grants to SLWA a license (**"License**") to use City's designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (**"Marks"**), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of SLWA's marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. Data.

i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data ("**Customer Data**") to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "**Member**" means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.

ii. Data Processing Addendum. In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum (the "**DPA**"), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date ("**Initial Term**"). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a "**Renewal Term**" and collectively with the Initial Term, the **"Term"**) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

5. **Confidentiality. "Confidential Information"** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

6. **Ruling and/or Code Change.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials ("**Representatives**") (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs ("**Claim(s)**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

10. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

11. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Newton
ATTN: Jody Rhone
303 W 4th St. N
Suite 501
Newton, IA 50208-2843
email: jodyr@newtongov.org
Phone: (641) 791-0827

To: SLWA:
Utility Service Partners Private Label, Inc.,
d/b/a Service Line Warranties of America
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Attention: Michael Backus, Chief Growth Officer

email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

12. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

13. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

14. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

15. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Iowa, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Iowa, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

16. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at https://www.homeserveusa.com/sc/cobc) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF NEWTON	**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA**
By: _____	By: _____
Name: _____	Name: Michael Backus
Title: _____	Title: Chief Growth Officer

Exhibit A

Marketing Agreement

City of Newton
Term Sheet

I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).

II. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.

III. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date but is subject to change at SLWA's sole discretion. SLWA will offer the following rates to Customers:

A. Exterior water service line plan (initially, $ 7.49 per month)

i. Covers Customers' responsibility: From the main to the water meter or main shut-off valve inside the home.
ii. Covers thawing of frozen external water lines.
iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
iv. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

B. Exterior sewer/septic line plan (initially, $ 12.49 per month)

i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
iii. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

C. Interior plumbing and drainage plan (initially, $ 12.49 per month)

i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
   a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
ii. Coverage Cap: Unlimited number of calls/$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar ($1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar ($1.00), both Parties must agree in writing.

IV. **Marketing Campaigns.** SLWA shall have the right to conduct up to six (6) campaigns per year through such channels as may be mutually agreed by the Parties.

City of Newton Council Report

Item:
Resolution awarding contract for the Westwood Golf Course Clubhouse Project

Report Number: 2024-801

Date:
August 19, 2024

Summary:
Award of contract to construct footings, spray foam insulation within exterior walls, aluminum storefront systems, exterior openings, rigid insulation, roof insulation, and standing seam roof panels with required accessories, including gutter and downspouts for the proposed clubhouse

Lead Department:
Public Works

Recommendation:
Approve

Financial Impact:
$378,000.00 to be paid from ARPA funds

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

Previous projects have been completed, including asbestos abatement, demolition, site grading, and utilities. This project will construct footings in preparation for the setting and construction of a 60' X 100' post-frame building by Morton Buildings, Inc. After the completion of the Morton Buildings, Inc. project, this project will continue with spray foam insulation within exterior walls, aluminum storefront systems, exterior openings, rigid insulation, roof insulation and standing seam roof panels with required accessories, including gutter and downspouts. ISG has prepared plans and specifications. The following bids were received and opened on August 12, 2024:

Ball Team, LLC – Urbandale, Iowa	$378,000.00
Accurate Commercial, LLC – West Des Moines, Iowa	$378,000.00
Eick & Day Construction, LLC - Johnston, Iowa	$399,600.00
Keystone Construction Services, LLC – Waukee, Iowa	$429,000.00

The apparent low bid of $378,000.00 from Ball Team, LLC and Accurate Commercial, LLC is identical. The cost estimate for this project was $283,520.25. The completion date for the project is December 6, 2024. The project's cost will be paid using ARPA funds.

Recommendation:
Due to minor discrepancies in the proposal from Accurate Commercial, LLC, City Staff recommends that Council award a contract to Ball Team, LLC of Urbandale, Iowa, in the amount of $378,000.00.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION AWARDING CONTRACT FOR THE WESTWOOD GOLF COURSE CLUBHOUSE PROJECT

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

WHEREAS, previous projects have been completed, including asbestos abatement, demolition, site grading, and utilities. This project will construct footings in preparation for the setting and construction of a 60' X 100' post-frame building by Morton Buildings, Inc. and additional interior improvements; and

WHEREAS, ISG has prepared plans and specifications for the proposed project; the following bids were received and opened on August 12, 2024:

Ball Team, LLC – Urbandale, Iowa	$378,000.00
Accurate Commercial, LLC – West Des Moines, Iowa	$378,000.00
Eick & Day Construction, LLC - Johnston, Iowa	$399,600.00
Keystone Construction Services, LLC – Waukee, Iowa	$429,000.00; and

WHEREAS, the engineer's cost estimate for this project was $283,520.25; and

WHEREAS, due to minor discrepancies in the proposal from Accurate Commercial, LLC, City Staff recommends that Council award a contract to Ball Team, LLC of Urbandale, Iowa, in the amount of $378,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Ball Team, LLC of Urbandale, Iowa, in the amount of Three Hundred Seventy-Eight Dollars and Zero Cents ($378,000.00) for the Westwood Golf Course Clubhouse Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

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

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
Resolution approving the purchase of thirteen new golf cars for Westwood Golf Course

Summary:
The Yamaha golf cars quoted keep the current fleet uniform, eliminating the remaining 2012 golf cars, and helping to hold down maintenance costs and breakdowns.

Financial Impact:
$56,700.00 from the Golf fund.

Report Number: 2024-804
Date:
August 19, 2024
Lead Department:
Community Development
Recommendation:
Approve

Background:
Westwood Golf Course, which is in the midst of its seventh consecutive year of growth of golf rounds played, benefits greatly from the revenue that its golf car rental fleet brings in.

Golf car rentals contribute to the overall revenues of Westwood Golf Course, and maintaining a quality fleet is important for the revenue stream. Westwood Golf Course maintains 46 golf cars for rent at the facility. Each golf car is expected to generate $16,000 in revenue in its 7-year life span.

This resolution approves a purchase (and trade-in) of 13 golf cars from Harris Golf Cars of Dubuque. The golf cars will match the existing golf cars. Two other bids were received, both of which were significantly higher than Harris.

Recommendation:
Staff recommends approval of the resolution authorizing the purchase of 13 new 2025 Yamaha AFI golf cars from Harris Golf Cars of Dubuque, Iowa for the amount of $56,700.00.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE PURCHASE OF THIRTEEN NEW GOLF CARS FOR WESTWOOD GOLF COURSE

WHEREAS, Westwood Golf Course maintains a fleet of 46 rentable golf cars; and

WHEREAS, the course, which is just wrapping up its sixth consecutive year of growth of golf rounds played, benefits greatly from the revenue that its rental fleet brings in; and

WHEREAS, over a seven-year lifespan, each golf car generates an average of $20,370 in rental revenue; and

WHEREAS, when subtracting the initial purchase price (with trade-in) of $4200 per golf car, and ignoring normally minor maintenance and operational costs over the seven-year life-span, each golf car can realize up to $16,170 in profits over its life-span; and

WHEREAS, Staff obtained the following quotes for the purchase of 13 new, 2025 Yamaha AFI golf cars (with trade in of old golf cars):

Harris Golf Cars – Dubuque, Iowa	$56,700.00
Four Points Golf Cars, Kellogg, Iowa	$61,100.00 (7.2% higher)
Balls Out Motors, LLC, Blair, Ne	$62,950.00; and

WHEREAS, the Yamaha golf cars quoted keep the current fleet uniform, eliminating the remaining 2012 golf cars, and helping to hold down maintenance costs; and

WHEREAS, delivery of the thirteen golf cars would be in the spring of 2025; and

WHEREAS, staff recommends approval of the resolution authorizing the Community Development Director to purchase 13 new 2025 Yamaha AFI golf cars from Harris Golf Cars of Dubuque, Iowa in the amount of $56,700.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Director is authorized to purchase thirteen new 2025 Yamaha AFI golf cars from Harris Golf Cars of Dubuque, Iowa in the amount of $56,700.00.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that said golf car purchase from Harris Golf Cars of Dubuque, Iowa will be paid for using $56,700.00 from the Golf fund.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk

City of Newton Council Report

Item:
Resolution approving the purchase of a greens mower for Westwood Golf Course

Summary:
Greens mower purchase would replace the current 2010 greens mower which is well past its useful life.

Financial Impact:
$43,951.75 from the Golf Fund

Report Number: 2024-805
Date:
August 19, 2024
Lead Department:
Community Development
Recommendation:
Approve

Background:
Staff analyzed the Parks and Recreation equipment needs in preparation for the 2024-2025 CIP and operating budget; a golf greens mower was identified as an appropriate piece of equipment to be replaced.

The proposal for the purchase of a new Golf Greens Mower from MTI Distributing of Grimes, Iowa, in the amount of $43,951.75 is proposed to be paid utilizing golf funds.

Recommendation:

City staff recommends award the state bid price for a new 3150Q Greensmaster mower to MTI Distributing of Grimes, Iowa in the amount of $43,951.75.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION APPROVING THE PURCHASE OF A GREENS MOWER FOR WESTWOOD GOLF COURSE

WHEREAS, Staff analyzed the Parks and Recreation equipment needs in preparation for the 2024-2025 CIP and operating budget; a golf greens mower was identified as an appropriate piece of equipment to be replaced; and

WHEREAS, this piece of equipment is essential for the high maintenance standard and efficiency in the daily operations at Westwood Golf Course; and

WHEREAS, staff sought quotes for said golf greens mower, and was able to obtain a state bid price through Sourcewell:

- MTI Distributing, Grimes, Ia $43,951.75

WHEREAS, City staff recommends that Council award the state bid for a new 3150Q Greensmaster mower to MTI Distributing of Grimes, Iowa in the amount of $43,951.75, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposal for the purchase of a new Golf Greens Mower from MTI Distributing of Grimes, Iowa, in the amount of $43,951.75 is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Director is authorized to process said payment in the amount of $43,951.75 from Golf Funds.

PASSED this _____ day of August, 2024.

APPROVED this _____ day of August, 2024.

_____
Evelyn George, Mayor

ATTEST:

_____
Katrina Davis, City Clerk