



Newton City Council Agenda

October 7, 2024 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Proclamation

2. Fire Prevention Week Proclamation

Citizen Participation

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

Consent Agenda

4. September 16, 2024 Regular City Council Meeting Minutes
5. September 25, 2024 Special City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Capitol II Theatre - WCN000343, 116 1st St N, Special Class C Retail Native Wine License; Fore Seasons, 600 N 2nd Ave W, Special Class C Retail License for Special Event October 23-27, 2024
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-12)
8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-13)
9. Resolution Approving a Property Tax Rebate for the GG 115 LLC Property Located at 208 S 2nd Ave W Within the North Central Urban Renewal Area
10. Resolution Approving a Property Tax Rebate for the CRH Properties LLC Property Located at 117 1st Ave W Within the North Central Urban Renewal Area

11. Resolution Approving a Property Tax Rebate for the Best Midwest Properties LLC Property Located at 109 1st Ave W Within the North Central Urban Renewal Area
12. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area
13. Resolution authorizing the City to enter into a grant agreement to accept Iowa Department of Transportation (DOT) Airport funds for the completion of the SE Apron Expansion project at the Newton Municipal Airport
14. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-03
15. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-04
16. Resolution approving an Engineering Services Agreement for the Children's Forest Bank Stabilization Project
17. Resolution approving an Engineering Services Agreement for the E 12th St and 1st Ave E Stormwater Improvements Project
18. Resolution awarding Contract for the Outdoor Warning Sirens Electrical service project
19. Approve Bills

Public Hearing

20. Public Hearing on the Sale of City-owned property at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East, and 211 East 12th Street North in Newton, Jasper County, Iowa
 - This is a Public Hearing only.
 - The City has received three offers on the former "Hatchery Site" located on North 3rd Avenue East and East 12th Street North, and each offering party will be making a presentation to the City Council this evening.
21. Public Hearing on a resolution approving the purchase agreement for real property a 319 East 12th Street North, Newton, Jasper County, Iowa
 - The City acquired the property through the D&D program in 2014 and has maintained the property ever since.
 - The City received one offer which was from Jeffrey Paul Homes, LLC to purchase the lot for \$2,000 with the commitment to build a 4-bedroom, 2.5 bath single-family home.
 - If the offer is accepted by the City Council, Jeffrey Paul Homes, LLC intends to construct a second home on the company's adjacent lot at 315 East 12th Street North.
22. Resolution approving the purchase agreement for real property a 319 East 12th Street North, Newton, Jasper County, Iowa

Ordinance

23. Second consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
- The proposed code amendments include general edits and updates to clarify existing regulations found within the Zoning Code.
 - Staff regularly reviews the Zoning Code to ensure it is updated and aligns with the comprehensive plan and all applicable state and federal laws.
24. 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 300-700 block of East Tenth Street South
- The City received safety concerns regarding street parking in the 300-700 blk of E. 10th St. S.
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommended restricting parking on the west side of the street.
 - 31 surveys of the neighborhood were conducted with 9 residences approving the proposed changes and 5 opposing.
25. 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 4300 block of South Fifteenth Avenue East
- The City received safety concerns regarding street parking in the 4300 blk of S 15th Ave E.
 - The Traffic Safety Committee reviewed the situation and, based on established standards and policy, recommended restricting parking on both sides of the street 300 feet west of the west curblin of Iowa Speedway Drive.
 - Casey's management was consulted regarding the proposed changes and were in favor of our recommendation.
26. 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 300 Block of West Fourth Street North
- With the business growth in and around Legacy Plaza there is a need for short-term parking during business hours.
 - Current parking in the 300 block of W. 4th St. N. allows for 72-hour parking.
 - Currently no parking is allowed on the east side of the 300 block of W. 4th St. N.
 - Restricting parking to 3 hours during business hours will allow for greater parking turnover for local businesses.

- Allowing parking on the east side of the 300 block of W. 4th St. N. will allow for additional parking for local businesses.
- There are several nearby parking lots that will allow for long-term parking.

Resolution

27. Resolution approving a reimbursable agreement with Alliant Energy, along with payment of upfront costs, for the installation of electric facilities in the Arbor Estates, Second Addition subdivision
 - Alliant Energy has prepared an agreement with the City to install underground electric lines, along with the related pedestals and transformers, to serve all 28 lots in the Arbor Estates, Second Addition subdivision at an upfront cost of \$113,651.49.
 - The total upfront cost of this initial expense may be fully refundable if at least 24 new residential units are constructed over the next ten years.
28. Resolution approving an agreement with Alliant Energy for the installation of 9 new streetlights in the Arbor Estates, Second Addition subdivision
 - Alliant Energy has prepared an agreement with the City to install nine streetlights in the Arbor Estates, Second Addition subdivision at a non-refundable cost of \$22,670.95, which will be billed after installation is complete.
 - This agreement is contingent upon approval of the agreement for the installation of electric facilities in the Arbor Estates, Second Addition subdivision.
29. Resolution accepting completion of the Arbor Estates Second Addition Construction Project
 - The public improvements including earthwork, utility extensions, streets, erosion control, and other related items for the Arbor Estates, Second Addition are substantially complete.
 - This resolution will accept said improvements, authorize payment of the retainage amount of \$130,666.89 to the contractor, and make lots readily available for development.
 - The final contract amount with change orders was finalized and is \$133,197.18 less than the original contract.
30. Resolution for Awarding the Bid and Contracting for the Purchase and Installation of an Upgrade to the Fire Department Vehicle Exhaust Removal System
 - The Fire Department utilizes a vehicle exhaust system to protect employees from hazardous gases contained in vehicle exhaust.
 - The current system is manufactured by Plymovent and is approximately 15 years old and has experienced maintenance issues and escalating costs.

- The Fire Department applied for and received a grant from the Assistance to Firefighters Grant program that will cover the cost of the upgraded equipment.
31. Resolution adopting the 2024-2026 Council Goals for the City of Newton
- The 2024-2026 City Council Goals will serve as a guide during the upcoming budget process, as well as serve as direction in setting priorities for City Staff.
32. Resolution entering into a contract for services with Christine Pletcher DeZign for Interior and Exterior Design Services for the Westwood Clubhouse project
- Local Interior Designer Christine Pletcher has offered her design services for the Westwood Clubhouse at a reduced rate.
 - The proposal is for 120 hours of work at the rate of \$35 per hour to provide guidance in the areas of electrical needs (fixture and outlet locations), flooring, paint/stain, furniture, case goods, budget, art/decor, and final staging.
33. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 from the Jasper County Historical Museum
- The City Council established the Newton Hotel-Motel Tourism Grant to provide an avenue to support endeavors which align with the comprehensive plan objective of establishing Newton as a compelling destination.
 - The resolution provides for a \$2,500 grant to the Jasper County Historical Museum's Tree-mendous Christmas Experience.
 - The next application round deadline is April 1, 2025.
34. Resolution approving the purchase of 417 North 2nd Avenue East, Newton, using the City's Low-Moderate Income Set-Aside Funds
- The property at 417 North 2nd Avenue East has become available to purchase by the City for \$49,000.00.
 - The City owns cleared lots immediately abutting the subject property, and when combined, an attractive redevelopment site is formed.
 - The subject property is located within Census Tract 405, and therefore, the use of the Low-Moderate Income Housing Set-Aside fund is an appropriate means for purchase.
35. Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended
- This update includes changes to the Police Supervisor clothing allowance to align with the union, the purchasing limit authority

amounts due to inflation, and various other changes to clean up language as indicated in the redlined Employee Handbook attached to the resolution.

36. Resolution approving the location of an animal control facility at 707 W 9th St N

- The City has conducted an extensive search of city-owned property to operate an animal control facility.
- An emphasis was placed on finding a location that limited any impact on local residences.
- The search was narrowed down to three properties within the city of Newton.
- The location at 707 W 9th St N was determined to be the most cost-effective location.

Mayor/Council Comments

37. Mayor and council comments

Closed Session

38. 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

39. 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.

Find us online: www.newtongov.org

PROCLAMATION

OCTOBER 6-12, 2024 – FIRE PREVENTION WEEK

WHEREAS, fire prevention is a vital public service; and

WHEREAS, the dedicated Firefighters and Paramedics of Newton Fire Department provide exemplary fire suppression, fire prevention and public education to the citizens of the City of Newton and Jasper County, Iowa; and

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

WHEREAS, the implementation of fire prevention and public education dramatically reduces the potential for injury and loss of life, and

WHEREAS, the fire prevention and public education system consists of firefighters, the fire marshal's office, educators, administrators, and others; and

WHEREAS, the members of the fire department engage in countless hours of fire prevention and public education along with hundreds of hours of specialized fire training; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of fire department staff by designating Fire Prevention Week; and

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

The week of OCTOBER 6-12, 2024, as:

“FIRE PREVENTION WEEK”

With the theme,

“Smoke alarms: Make them work for you”

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

DONE AND PROCLAIMED this 7th day of October, 2024, in the City of Newton, Iowa.

**CITY COUNCIL OF THE CITY OF NEWTON
NEWTON, IOWA**

**Evelyn George
Mayor**



NEWTON CITY COUNCIL MEETING MINUTES
SEPTEMBER 16, 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.

Proclamation

2. September 2024 Library Card Sign-Up Month

Mayor George encourages everyone to visit the Newton Public Library and take advantage of the wonderful resources available.

Presentation

3. Newton Municipal Airport Update, Ethan Nasalroad, President, Johnson Aviation

Ethan provided a recap of the race season at the airport. It was a big year for NASCAR, Newton, and Iowa. Newton has a great facility that can handle the traffic. We have the fuel capacity and the ability to tow large aircraft. NASCAR weekend brought in 47 aircraft with 55 operations; 32 were jets. IndyCar weekend brought in 54 aircraft with 61 operations; 40 were jet/Turbo-prop aircraft.

Citizen Participation

4. Thad Nearmyer, Jasper County Supervisor Candidate, introduced himself and spoke about the county and city working together to make things happen.

Consent Agenda

Moved by Dalton, seconded by Hallam to pull out consent agenda items 6 and 17 to consider separately and to approve consent agenda items 5, 7-16, 18-19. AYES: Six. NAYS: None. Consent Agenda was adopted.

5. September 9, 2024 Regular City Council Meeting Minutes

6. September 9, 2024 Goal Setting Workshop Minutes

Moved by Mills, seconded by Hallam to amend the minutes regarding council goals to strike council chose, and replace the wording with mayor and council chose. AYES: Six. NAYS: None. Minutes were approved.

7. Approve Liquor Licenses for the following: ALDI Inc #146, 375 Iowa Speedway Drive, Class B Retail Alcohol License, pending staff approval; Thunderdome, 1611 1st Ave W, Special Class C Retail License for Special Event on October 4, 2024, pending dramshop approval

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-11)
Resolution 2024-303 adopted.

9. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-12)
Resolution 2024-304 adopted.

10. Resolution approving the Newton Community School District 2024 Homecoming Parade Special Events Application
Resolution 2024-305 adopted.

11. Resolution approving the Diamond Vogel Paint Pro Show Special Events Application
Resolution 2024-306 adopted.

12. Resolution approving the purchase of a Utility Cart
Resolution 2024-307 adopted.

13. Resolution awarding contract for the City of Newton Parks Fence Repairs Project
Resolution 2024-308 adopted.

14. Resolution Approving a Property Tax Rebate for the Nehring Auto Property Located at 1800 1st Ave East Within the 1st Avenue East Urban Renewal Area
Resolution 2024-309 adopted.

15. Resolution accepting completion of the W 6th St S (800-1000 Block) Widening and Overlay Project

Resolution 2024-310 adopted.

16. Resolution setting a public hearing for the sale of city-owned property at 319 East 12th Street North in Newton, Jasper County, Iowa
Resolution 2024-311 adopted.

17. Resolution approving the city-wide City Signage Project
Dalton recommended looking at a rebranding effort prior to replacing the signs. The council discussed that some of the signs are in very bad shape and should not wait until rebranding is complete. Moved by Dalton, seconded by Mills to table the resolution until the next meeting in order to get information on which signs are in critical need of replacement now and which could wait. AYES: Six. NAYS: None. Resolution tabled.

18. Resolution ordering bids, approving plans, specifications, form of contract, notice to bidders, ordering clerk to publish notice, fixing a date for receiving same, for a public hearing on plans, specifications, form of contract and estimate of costs for the Westwood Golf Course Clubhouse Phase 2 Interior Project
Resolution 2024-312 adopted.

19. Approve Bills

Public Hearing

20. Public Hearing on a Resolution Approving the Final Plat for Arbor Estates, Second Addition in the City of 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 Ervin, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

21. Resolution Approving the Final Plat for Arbor Estates, Second Addition in the City of Newton, Jasper County, Iowa
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-313 adopted.

22. 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
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 Mullan, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

23. Resolution Approving 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

Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-314 adopted.

24. Public Hearing on an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
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 Dalton, seconded by Simbro to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

25. First Consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
Moved by Hallam, seconded by Ervin to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Ordinance

26. 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 300-700 block of East Tenth Street South.

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

27. 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 Offenses Adopted by Code Reference" by adding a stop sign on West Fourth Street North at the intersection of North Fourth Avenue West for north and southbound traffic.

Moved by Ervin, seconded by Hallam to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved. Ervin felt that this ordinance is important and should be implemented as soon

as possible. Moved by Ervin, seconded by Dalton to suspend the rules and waive the second and third consideration of the Ordinance. AYES: Six. NAYS: None. Motion passed. Moved by Hallam, seconded by Ervin, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2452 was adopted.

28. 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 4300 block of South Fifteenth Avenue East.

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

Resolution

29. Resolution approving the purchase of 509 East 9th Street North, Newton, using the City's Low-Moderate Income Set-Aside Funds

Moved by Mullan, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-315 adopted.

30. Resolution adopting fee schedule for Building Trades Permit Fees

Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-316 adopted.

31. Resolution adopting fee schedule for Westwood Golf Course for 2025

Moved by Dalton, seconded by Mullan to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-317 adopted.

32. Resolution for Awarding the Bid and Contracting for the Purchase of Stryker Powered Stair Chairs

Moved by Ervin, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-318 adopted.

33. Resolution awarding the purchase of firefighter's personal protective equipment

Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-319 adopted.

34. Resolution to approve creating a temporary Firefighter/EMT position in the Fire Department

Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-320 adopted.

35. Resolution approving a D&D 2.0 Demolition Grant for 315 East 12th Street North, Newton, Jasper County, Iowa

Moved by Hallam, seconded by Mills to adopt the Resolution. Lonnie Appleby, asked about funding for the D&D 2.0. Erin Chambers, Community Development Director, explained that the program is to assist in removing blight and slum from the community by providing grants to property owners who are willing to purchase these properties and demolish the structures privately. The benefit is that the city doesn't own the property, doesn't have to maintain the property, it stays on the tax base, and increases the tax valuation with new construction. AYES: Six. NAYS: None. Resolution 2024-321 adopted.

Staff Report

36. Snow Removal - Joe Grife, Public Works Director

The snow removal policy was adopted in 2012 to establish uniform procedures and expectations. There are 4 street priorities. Arterial streets with high traffic, emergency routes, high business streets, and higher speed streets are Priority #1. Collector streets and the ones with some businesses or near schools is Priority #2. Residential streets are Priority #3. Dead-ends, cul-de-sacs, and gravel are Priority #4. Grife explained the policy on downtown snow hauling and the parking restrictions.

Mayor/Council Comments

37. Mayor and Council Comments

Mayor George spoke about the benefits of the Iowa Housing Conference that she attended with Bruce Showalter, NHDC Director, and Craig Armstrong, Development Specialist. Ervin spoke about the downtown restroom and council discussion ensued.

Closed Session

38. 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 7:57 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

39. Return to Open Session

Council returned to open session at 8:15 P.M. with all members present.

Closed Session

40. 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 8:16 P.M., it was moved by Hallam, 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

41. Return to Open Session

Council returned to open session at 9:21 P.M. with all members present.

Adjourn

Moved by Dalton, seconded by Mullan to adjourn the meeting at 9:21 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON SPECIAL MEETING CITY COUNCIL MEETING MINUTES
SEPTEMBER 25, 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: Mullan, Dalton, Hallam, Simbro, Ervin. Absent: Mills.

Resolutions

- 2. Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code
Moved by Mullan, seconded by Hallam to adopt the Resolution. AYES: Five. NAYS: None. Resolution 2024-322 adopted.
- 3. Resolution approving the purchase of a commercial kennel unit and installation of associated infrastructure for an amount not to exceed \$150,000
Moved by Hallam, seconded by Mullan to adopt the Resolution. Chief Burdess presented the proposal to purchase a commercial kennel unit due to the notification from Parkview Animal Hospital to dissolve the animal housing agreement effective October 15, 2024. The city is required to provide animal control per city code. Council discussion ensued. The site location is to be determined. AYES: Five. NAYS: None. Resolution 2024-323 adopted.

Mayor/Council Comments

- 4. Mayor and Council Comments
There were no additional comments from the Mayor or Council.

Adjourn

Moved by Dalton, seconded by Hallam to adjourn the meeting at 1:20 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-12)

Summary:

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

Financial Impact:

Cost Recovery: \$3,150.00

Report Number: 2024-958

Date:

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$3,150.00.

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 24-12).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-12)**

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. 24-12 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-12, 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 October 16, 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 October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-12: 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 & Sandra Bird	834281010	310 E 11th St S	Newton	\$52,480	\$200.00	\$150.00	\$350.00	JONES' SD N 93.8' OF W 181.5' BLK T	8/9/2024
CE Pete Koppin Trust	827407005	612 N 9th Ave E	Newton	\$114,860	\$100.00	\$150.00	\$250.00	EDMUNDSON'S ADD E 66' LOTS 6-7 BLK 9	8/8/2024
Donald Parsons	833282014	625 S 3rd Ave W	Newton	\$166,710	\$400.00	\$150.00	\$550.00	WEST NEWTON LOT 2 BLK C	8/9/2024
Lyndon Woods	834280014	1002 S 5th Ave E	Newton	\$125,810	\$100.00	\$150.00	\$250.00	JONES' SD S 96' LOTS 6 & 14 BLK W	8/8/2024
Daniel & Jane Shine	827152014	1406 W 2nd St N	Newton	\$105,720	\$100.00	\$150.00	\$250.00	CONN PLACE LOT 9	8/13/2024
Sara & Coy Penning	1303102008	213 S 15th Ave W	Newton	\$64,450	\$100.00	\$150.00	\$250.00	GUTHRIE'S SD W 56' OF N 1/2 LOT 3 BLK B	8/13/2024
Robert Spinney	826352024	601 E 13th St N	Newton	\$83,910	\$100.00	\$150.00	\$250.00	EMERSON HOUGH PLACE LOT 12 BLK B	8/13/2024
Christine Woolaver	835129014	309 E 17th St Pl N	Newton	\$137,700	\$100.00	\$150.00	\$250.00	DENNISTON & PARTRIDGE SD, PLAT 2, LO	8/13/2024
Preferred Properties of Newtc	834478006	821 S 10th Ave E	Newton	\$209,720	\$100.00	\$150.00	\$250.00	HARLAN'S SD LOT 5 BLK 3 EX E 10'	8/14/2024
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	8/14/2024
John & Ann White	827481013	1010 N 5th Ave E	Newton	\$98,920	\$100.00	\$150.00	\$250.00	BROWN'S SD LOT 11 BLK D	8/14/2024
TOTAL:							\$3,150.00		

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. 24-13)

Summary:

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

Financial Impact:

Cost Recovery: \$2,350.00

Report Number: 2024-959

Date:

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 24-13)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-13: 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 24-13: 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 24-13: 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 24-13: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-13: 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
Huyen Hoang	835104017	1326 Crescent Dr	Newton	\$82,610	\$100.00	\$150.00	\$250.00	BELMONT PARK LOT 17 BLK 2	8/16/2024
Robin Maddison	834303020	525 W 2nd St S	Newton	\$155,990	\$100.00	\$150.00	\$250.00	STONE'S ADD LOT E	8/16/2024
Golden Hammer Construction 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	8/19/2024
Golden Hammer Construction Inc	834279017	900 S 5th Ave E	Newton	\$22,570	\$100.00	\$150.00	\$250.00	LUSK'S SD LOT C	8/19/2024
York Properties of Monroe County LLC	835177004	1803 1st Ave E	Newton	\$1,091,920	\$150.00	\$150.00	\$300.00	RITTER'S SD 35-80-19 LOT 5	8/19/2024
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	8/20/2024
Michael Ault	835204007	200 E 20th St N	Newton	\$177,830	\$100.00	\$150.00	\$250.00	FAIRMEADOWS ADD PHASE 2 LOT 54	8/26/2024
Manuel Hidanovic	834276022	306 E 8th St S	Newton	\$39,260	\$100.00	\$150.00	\$250.00	EASTSIDE SD W 111' 10" LOT 2	8/28/2024
Farrell Properties Inc	835283003	204 E24th St S	Newton	\$16,440	\$150.00	\$150.00	\$300.00	PARK PLACE CONDOMINIUMS LOCATED ON PT PARCEL B BLK Q AURORA HEIGHTS SD EX LOT 9 BLK Q LYING WITHIN PARCEL B	8/29/2024
TOTAL:							\$2,350.00		

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the GG 115 LLC
Property Located at 208 S 2nd Ave W Within the North Central
Urban Renewal Area

Summary:

Resolution Approving a Property Tax Rebate to GG 115 LLC
Property According to the Approved Development Agreement

Financial Impact:

\$3,216 property tax rebate from the North Central Urban Renewal
TIF Fund

Report Number: 2024-912**Date:**

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in January of 2020 with GG 115 LLC on the property located at 208 S 2nd Ave W (Viet Thai Taste) within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by GG 115 LLC in Fiscal year 24/25.

GG 115 LLC has provided documentation that the 1st half of property taxes in the amount of \$3,927 have been paid to the Jasper County Treasurer for FY 2024/25 property taxes and the amount of the 100% rebate from the TIF Fund would be \$3,216.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$3,216 to GG 115 LLC for the 1st half of the 24/25 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE GG 115, LLC PROPERTY LOCATED AT 208 S 2ND AVE W WITHIN THE NORTH CENTRAL URBAN RENEWAL AREA

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

WHEREAS, a Development Agreement with GG 115, LLC was entered into in January of 2020 on the property located at 208 South 2nd Avenue West (Viet Thai Taste) within the North Central Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 24-25, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 2024-2025 in the total amount of \$3,927 and is eligible to receive a 100% TIF rebate of \$3,216;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with GG 115, LLC a property tax rebate for the 1st half of fiscal year 2024-2025 property taxes in the amount of \$3,216 is hereby approved.

PASSED this 7th day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

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

Summary:

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

Financial Impact:

\$1,198 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 2024-962**Date:**

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in August of 2021 with CRH Properties LLC on the property located at 117 1st Ave W within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by CRH Properties LLC in Fiscal year 24/25.

CRH Properties LLC has provided documentation that the 1st half of property taxes in the amount of \$2,396 have been paid to the Jasper County Treasurer for FY 24/25 for the property and the amount of the 100% rebate from the TIF Fund would be \$1,198.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment of \$1,198 to CRH Properties LLC for the 1st half of the 24/25 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

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

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

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

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 24/25, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 2024-2025 in the total amount of \$ 2,396 and is eligible to receive a 100% TIF rebate of \$ 1,198;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that, per the terms of the Development Agreement with CRH Properties, LLC a property tax rebate for the 1st half of fiscal year 2024-2025 property taxes in the amount of \$1,198 is hereby approved.

PASSED this 7th day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Best Midwest Properties LLC Property Located at 109 1st Ave W Within the North Central Urban Renewal Area

Summary:

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

Report Number: 2024-968**Date:**

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

\$1,240 property tax rebate from the North Central Urban Renewal TIF Fund

Background:

The City of Newton entered into a development agreement in July of 2021 with Best Midwest Properties LLC on the property located at 109 1st Ave W within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Best Midwest Properties LLC in Fiscal year 24-25.

Best Midwest Properties LLC has provided documentation that the 1st half of property taxes in the amount of \$1,514 have been paid to the Jasper County Treasurer for FY 24-25 for the property and the amount of the 100% rebate from the TIF Fund would be \$1,240.

Recommendation:

Staff recommends approval of the attached Resolution approving the property tax rebate payment of \$1,240 to Best Midwest Properties LLC for the first half of the 24-25 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

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

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

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

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 24-25, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 24-25 in the total amount of \$1,514 and is eligible to receive a 100% TIF rebate of \$1,240;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that, per the terms of the Development Agreement with Best Midwest Properties LLC, a property tax rebate for the 1st half of fiscal year 24-25 property taxes in the amount of \$1,240 is hereby approved.

PASSED this 7th day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area

Summary:

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

Financial Impact:

\$4,816 property tax rebate from the 1st Avenue East Urban Renewal TIF Fund

Report Number: 2024-969**Date:**

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

The City of Newton entered into a development agreement in November of 2020 with Newton Elite Properties, LLC on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area. The Agreement states that the City shall rebate 70% of all TIF property taxes paid by Newton Elite Properties, LLC in Fiscal year 24/25.

Newton Elite Properties, LLC has provided documentation that 1st half of property taxes in the amount of \$12,970 have been paid to the Jasper County Treasurer for FY 2024-25 for the property, and the amount of the 70% rebate from the TIF fund would be \$4,816.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment in the amount of \$4,816.00 to Newton Elite Properties, LLC for the 1st half of the 24-25 property taxes.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
NEWTON ELITE PROPERTIES, LLC PROPERTY LOCATED WITHIN
THE 1ST AVENUE EAST URBAN RENEWAL AREA**

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

WHEREAS, a Development Agreement with Newton Elite Properties, LLC was entered into in November of 2020 on the property located at 1123 1st Avenue East within the 1st Avenue East Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 70% TIF Property Tax Rebate in Fiscal Year 24-25, and

WHEREAS, the Developer has paid the 1st half of property taxes for the fiscal year 24-25 in the total amount of \$12,970 and is eligible to receive a 70% TIF rebate of \$4,816;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Newton Elite Properties, LLC a property tax rebate for the 1st half of fiscal year 24-25 property taxes in the amount of \$4,816 is hereby approved.

PASSED this 7th day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the City to enter into a grant agreement to accept Iowa Department of Transportation (DOT) Airport funds for the completion of the SE Apron Expansion project at the Newton Municipal Airport

Summary:

The City of Newton has been awarded a reimbursable grant from the State of Iowa Department of Transportation up to \$340,000. This state grant requires a 15% local match to access these funds, so the City's required match will be up to \$60,000.

Financial Impact:

Up to \$60,000

Report Number: 2024-908

Date:

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Newton City Council approved Resolution 2024-181 on May 20, 2024, which authorized the Community Development Department to submit the Iowa Airport Improvement Program grant application. The City has since been awarded a State of Iowa grant (Project #: 9I250TNU100; Contract #: CNTRT-00007368) for funding the SE Apron Expansion Project at the Newton Municipal Airport. The grant will pay for 85% of eligible project costs up to a total grant amount of \$340,000. The City's required match to access these grant funds will be up to a maximum of \$60,000, and the grant will fund a portion of the upcoming Southeast Apron Expansion that is needed to accommodate high-traffic local events. The City has 90 days to sign the grant and return it to the Iowa DOT for their signature. The project must then be under obligation within 12 months after the date of the agreement.

A breakdown of the funding that is *potentially* available for this specific project is as follows:

- \$340,000 Iowa Department of Transportation Grant (15% local match required, or up to \$60,000)
- \$600,000 Airport Improvement Program / Entitlement funds (assumed 5% local match required, or up to \$30,000)
- \$592,000 Bipartisan Infrastructure Legislation funds (10% local match required, or up to \$59,200)

The Gantt Chart below outlines the anticipated timelines associated with all ongoing or planned projects at the Newton Municipal Airport.

Newton Municipal Airport (TNU) Project Gantt Chart

Date Prepared: 10/2/2024 (BMD)

Last Revised:

Project	Grant Cost Share	Calendar 2024				Calendar 2025				Calendar 2026			
		Local FY 2025				Local FY 2026							
		State FY 2025				State FY 2026							
		Federal FY 2025				Federal FY 2026							
		JAN	APR	JUL	OCT	JAN	APR	JUL	OCT	JAN	APR	JUL	OCT
Parallel Taxiway Relocation	10% Federal												
Pavement Rehabilitation	10% Federal												
SE Apron Expansion	15% State 10% BIL 5% AIP												
Acquire Snow Removal Equipment (tractor with blower)	5% or 10% Federal												

Planning & Design
Bid
Construction
Closeout

Recommendation:

Staff recommends that the City Council approve this resolution to enter into an agreement with the Iowa Department of Transportation. The local contribution of up to \$60,000 will be paid from future 2025 General Bond Proceeds.



Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A GRANT
AGREEMENT ACCEPTING IOWA DEPARTMENT OF
TRANSPORTATION (DOT) AIRPORT FUNDS FOR THE COMPLETION
OF THE SE APRON EXPANSION PROJECT AT THE NEWTON
MUNICIPAL AIRPORT**

WHEREAS, the Newton City Council approved Resolution 2024-181 on May 20, 2024, which authorized the Community Development Department to submit the Iowa Airport Improvement Program grant application; and

WHEREAS, the City has since been awarded a State of Iowa grant (Project #: 9I250TNU100; Contract #: CNTRT-00007368) for funding of the SE Apron Expansion Project at the Newton Municipal Airport; and

WHEREAS, the grant will pay for 85% of eligible project costs up to a total grant amount of \$340,000; and

WHEREAS, the City's match required to access these grant funds is estimated to be \$60,000; and

WHEREAS, said grant will fund a portion of the upcoming Southeast Apron Expansion that is needed to accommodate high-traffic local events.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor is hereby directed to execute the grant agreement with the Iowa DOT to accept State of Iowa funds for the SE Apron Expansion Project at the Newton Municipal Airport. The City's 15% match of up to \$60,000 will be paid from future 2025 General Bond Proceeds.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

August 26, 2024

Newton Municipal Airport
Brian Dunkelberger
303 W Fourth St N, Suite 501
Newton, IA 50208

Dear Brian:

Congratulations! The FY 2025 Airport Development Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 13, 2024. The grant award is for **85%** of eligible costs up to a maximum state share of **\$340000** for the following project: **Apron Expansion**.

Attached is a grant agreement between the airport sponsor and the Iowa DOT. The airport sponsor should review, sign, and email a signed copy to me. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT for our signature.** Any contracts not returned within the 90-day window may be canceled. Once received, the Iowa DOT will sign and return a fully executed contract to the sponsor. The airport sponsor is authorized to begin the project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

Stand-alone Iowa DOT grant administration expenses as part of the engineering agreement are not eligible for reimbursement. Project administration, closeout, and other related engineering costs remain eligible. Sponsors needing assistance on administration of these grants can reach out to our office directly.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.

-
- Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
 - Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.gov/aviation/airport-managers-and-sponsors/forms>.

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2025
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Newton**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Newton Municipal Airport** hereafter the “Airport.”

Improvements shall consist of: **Apron Expansion**, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I250TNU100**

Contract number: **CNTRT-00007368**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$340,000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>

- Competitive bid procedures for all projects greater than \$196,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$109,000 and \$196,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$81,000 and \$196,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
 - Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.

- (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any

permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2023

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Ave.

Suite 200

Des Moines, IA 50315 Phone:
(515-348-6193)

Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6193) to identify potential material suppliers, manufacturers, and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: <https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$_____.

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-03

Summary:

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

Financial Impact:

\$102.00 fee to be paid to the City by Windstream Iowa Communications, LLC.

Report Number: 2024-915

Date:

October 7, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

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

The proposed underground portion of the route includes 1,700 lineal feet of improvements in the City of Newton right-of-way. Based on the rates the City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$102.00.

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

Recommendation:

Approval of the telecommunications licensing agreement 2024-03 with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH WINDSTREAM IOWA COMMUNICATIONS, LLC – 2024-3**

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

WHEREAS, the proposed underground portion of the route includes 1,700 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$102.00.

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

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$102.00 (One Hundred and Two Dollars and Zero cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring compensation from telecommunications providers on a competitively neutral and

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$102.00, the City shall refund the excess of \$102.00 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles, wires,

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by

the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

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

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

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation.

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

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

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

to:

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

SECTION 17. VACATION OF STREETS AND ALLEY

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

SECTION 18. DELIVERY OF NOTICES

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

If to City:	Public Works Director 303 W 4th St N, Suite 501 Newton, Iowa 50208
If to Licensee:	Windstream Iowa Communications, LLC 4001 N Rodney Parham Rd. Little Rock, AR 72212

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

SECTION 19. TELECOMMUNICATIONS ACT

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

This LICENSE is entered into as of the 26th day of August, 2024.

LICENSEE

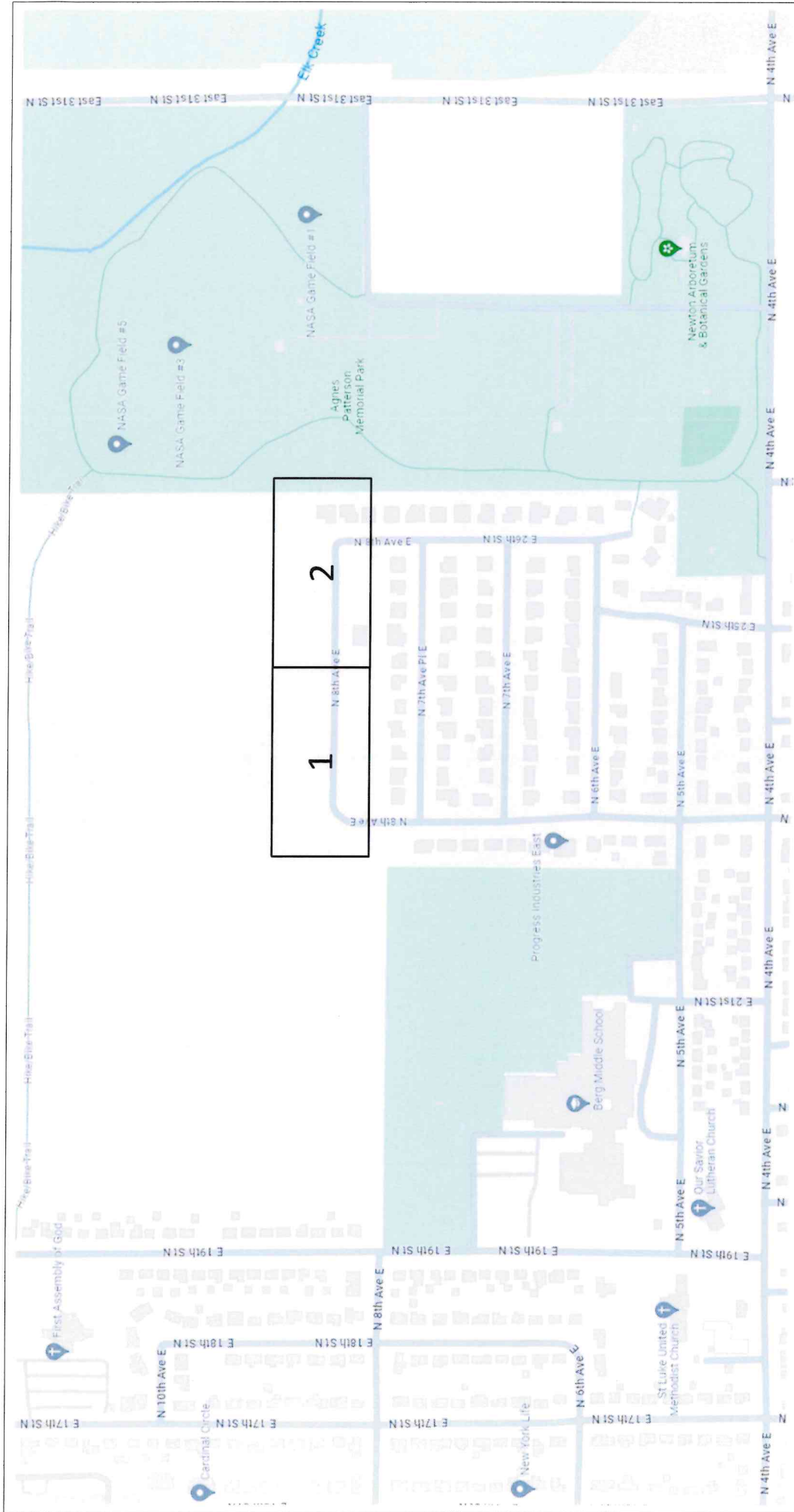
CITY OF NEWTON

By: Natalia Ewing

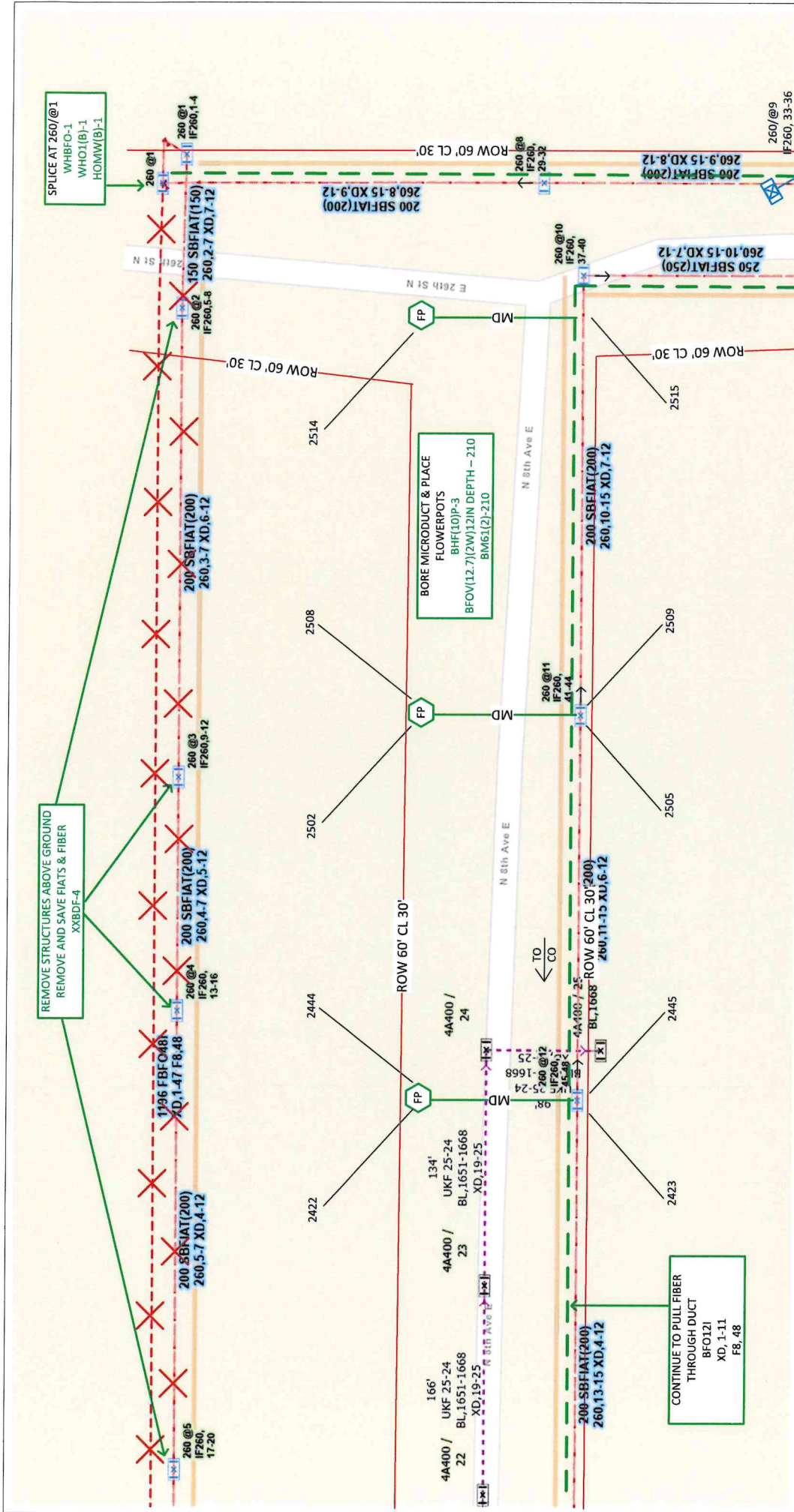
By: _____
Evelyn George, Mayor

Title: Analyst I - Engineering Support, Permitting

Attest: _____
City Clerk



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 windstream	CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	EXCH NAME: NEWTON DATE: 4/10/2024
ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.	WO #: 713449030-00005 EPM: RDMV363532	TITLE: RM NWTNIA RELO FIATS BEHIND N 8TH AVE E - NO EASEMENT
PURPOSE: MUST REMOVE ALL ABOVE GROUND STRUCTURES FROM BACK LOT LINE ALONG N 8TH AVE E SINCE THERE IS NO UTILITY EASEMENT. PLACE APPROX 1700FT OF 12 FIBER VIA EXISTING DUCT AND BORE. PLACE MICRODUCTS AND FLOWPOT ACROSS N 8TH AVE E TO CONTINUE GPON SERVICES AFTER REMOVAL. SAVE FIBER AND FIATS AS NEEDED.	DRWN: HALEY SANDBERG 515-401-2668	PRINT: 2 OF 2

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-04

Summary:

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

Financial Impact:

\$168.00 fee to be paid to the City by Windstream Iowa Communications, LLC.

Report Number: 2024-916

Date:

October 7, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Windstream Iowa Communications, LLC of Little Rock, Arkansas, is proposing an extension of its fiber optic network in Newton. This extension covers Phase 2 of the Arbor Estates addition in NE Newton and is shown on the route attachment.

The proposed underground portion of the route includes 2,800 lineal feet of improvements in the City of Newton right-of-way. Based on the rates the City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$168.00.

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

Recommendation:

Approval of the telecommunications licensing agreement 2024-04 with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH WINDSTREAM IOWA COMMUNICATIONS, LLC – 2024-4

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

WHEREAS, the proposed underground portion of the route includes 2,800 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2022-048 passed on February 21, 2022, the licensing fee for the portion of this line in the City of Newton right-of-way is \$168.00.

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

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

SECTION 1. DEFINITIONS

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

SECTION 2. BASIC GRANT

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

SECTION 3. TERM OF LICENSE

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

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

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

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$168.00 (One Hundred and Sixty-Eight Dollars and Zero cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring compensation from telecommunications providers on a competitively neutral and

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$168.00, the City shall refund the excess of \$168.00 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

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

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

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

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

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles, wires,

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

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

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

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

SECTION 9. LICENSEE CONTRACTORS

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

SECTION 10. CONDITIONS OF STREET OCCUPANCY

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

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

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by

the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

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

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

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation.

SECTION 11. POWERS OF CITY

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

SECTION 12. PLANS AND COORDINATION

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

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

SECTION 13. VIOLATIONS OF LICENSE

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

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

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

to:

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

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

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

SECTION 15. SEVERABILITY

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

SECTION 16. ASSIGNMENT

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

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This LICENSE is entered into as of the 23rd day of September, 2024.

LICENSEE

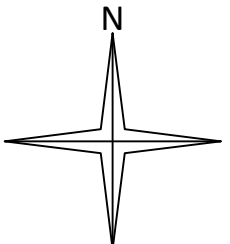
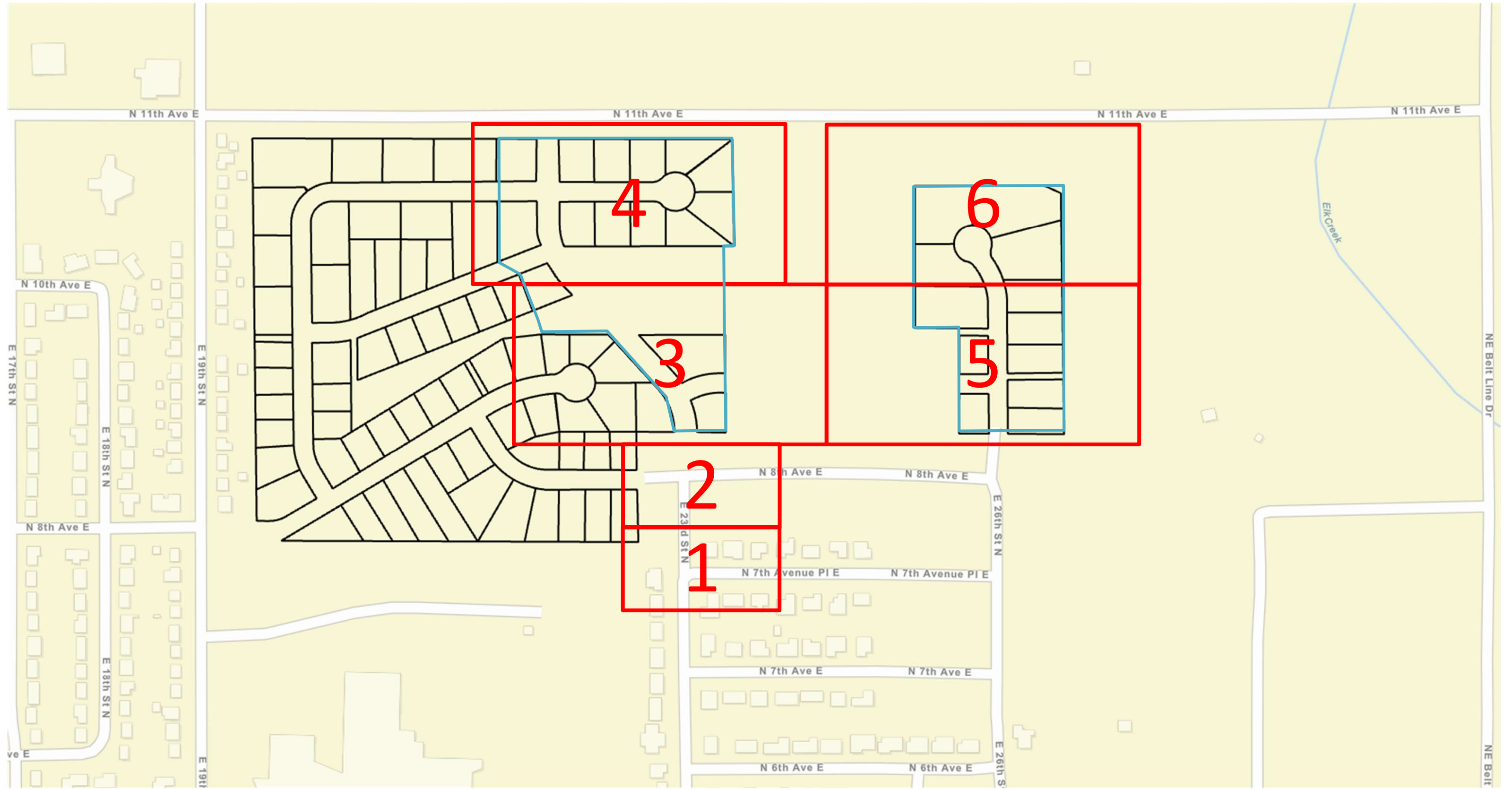
CITY OF NEWTON

By: Natalia Ewing

By: _____
Evelyn George, Mayor

Title: Analyst I - Engineering Support, Permitting

Attest: _____
City Clerk



PURPOSE:

Installing new distribution fiber to the Phase 2 of the Arbor Estates subdivision in Newton, IA. Per the City (developer) there will be 28 homes in this phase. You should use the existing equipment in the NWTNIAP0047 DSLAM for service.



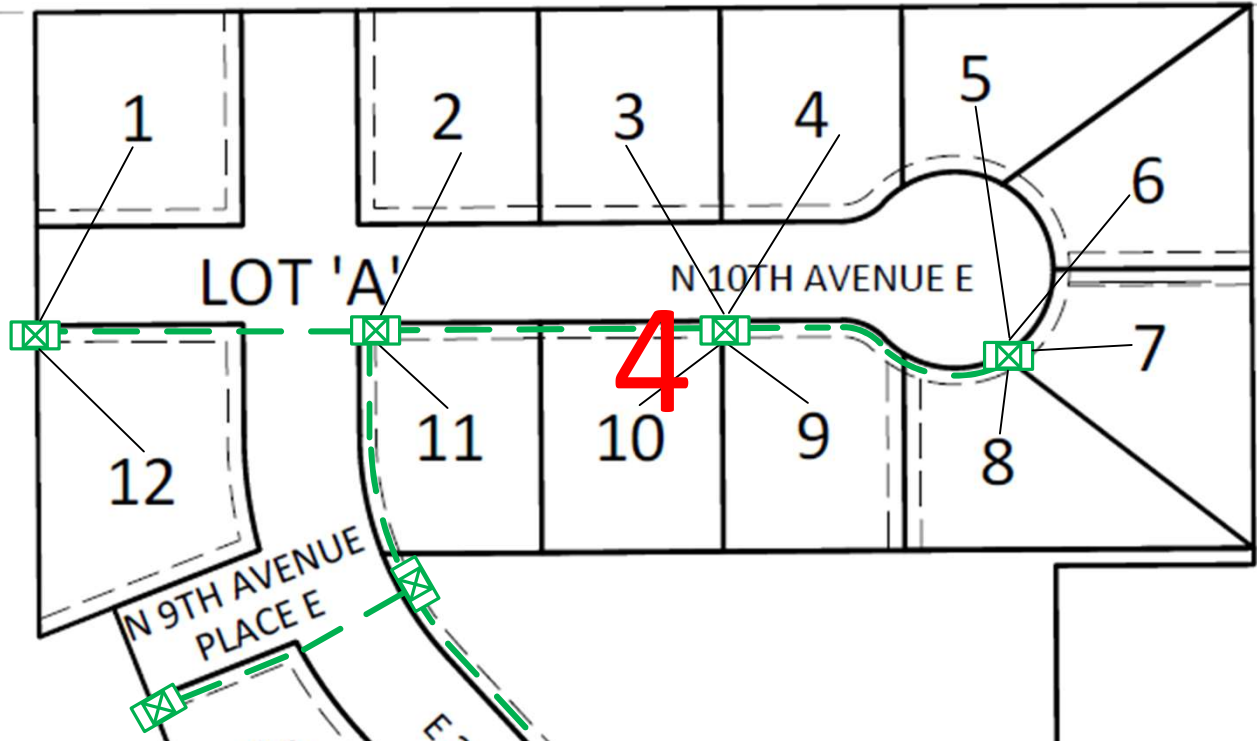
windstream

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

CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

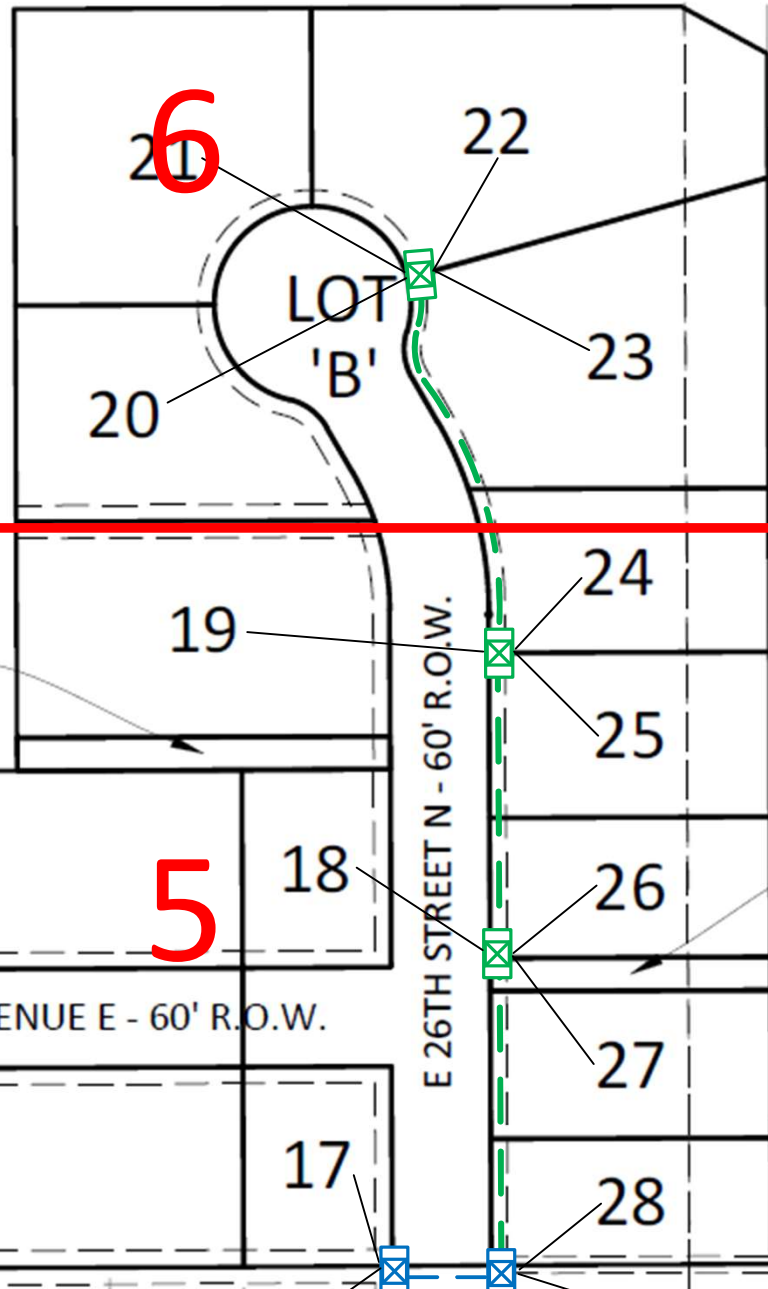
EXCH NAME:	NEWTON	DATE:	9/4/2024
WO #:	713442008	EPM:	DEVG2195 - EWR20730
TITLE:	FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152		
DRWN:	HALEY SANDBERG 515-401-2668	PRINT:	MAP

N 11TH AVENUE E - R.O.W. VARIES



SERVING SHEETS 5 & 6 VIA FIATS
AND EXISTING IF260 FOSC

OUTLOT 'YY'
ARBOR ESTATES,
1ST ADDITION



CURV
C1
C2
C3
C4
C5
C6
C7
C8

SERVING SHEETS 3 & 4
VIA CASCADED DESGIN
AND NEW HUB

OUTLOT 'B'

OUTLOT 'XX'

5

LOT 'C'

N 9TH AVENUE E - 60' R.O.W.

OUTLOT 'WW'

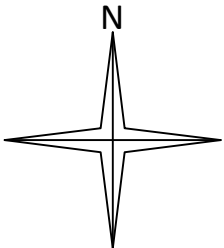
CURV
C14
C15
C16
C17
C18
C19

LINE TABLE

LINE #	LENGTH	BEARING
L9	56.63'	S42° 41' 07"E
L10	21.38'	S89° 45' 48"W
L11	31.19'	S30° 00' 00"E
L12	31.19'	N30° 00' 00"W

OUTLOT 'ZZ'
ARBOR ESTATES,
1ST ADDITION

LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 30



PURPOSE:

Installing new distribution fiber to the Phase 2 of the Arbor Estates subdivision in Newton, IA. Per the City (developer) there will be 28 homes in this phase. You should use the existing equipment in the NWTNIAP0047 DSLAM for service.

windstream

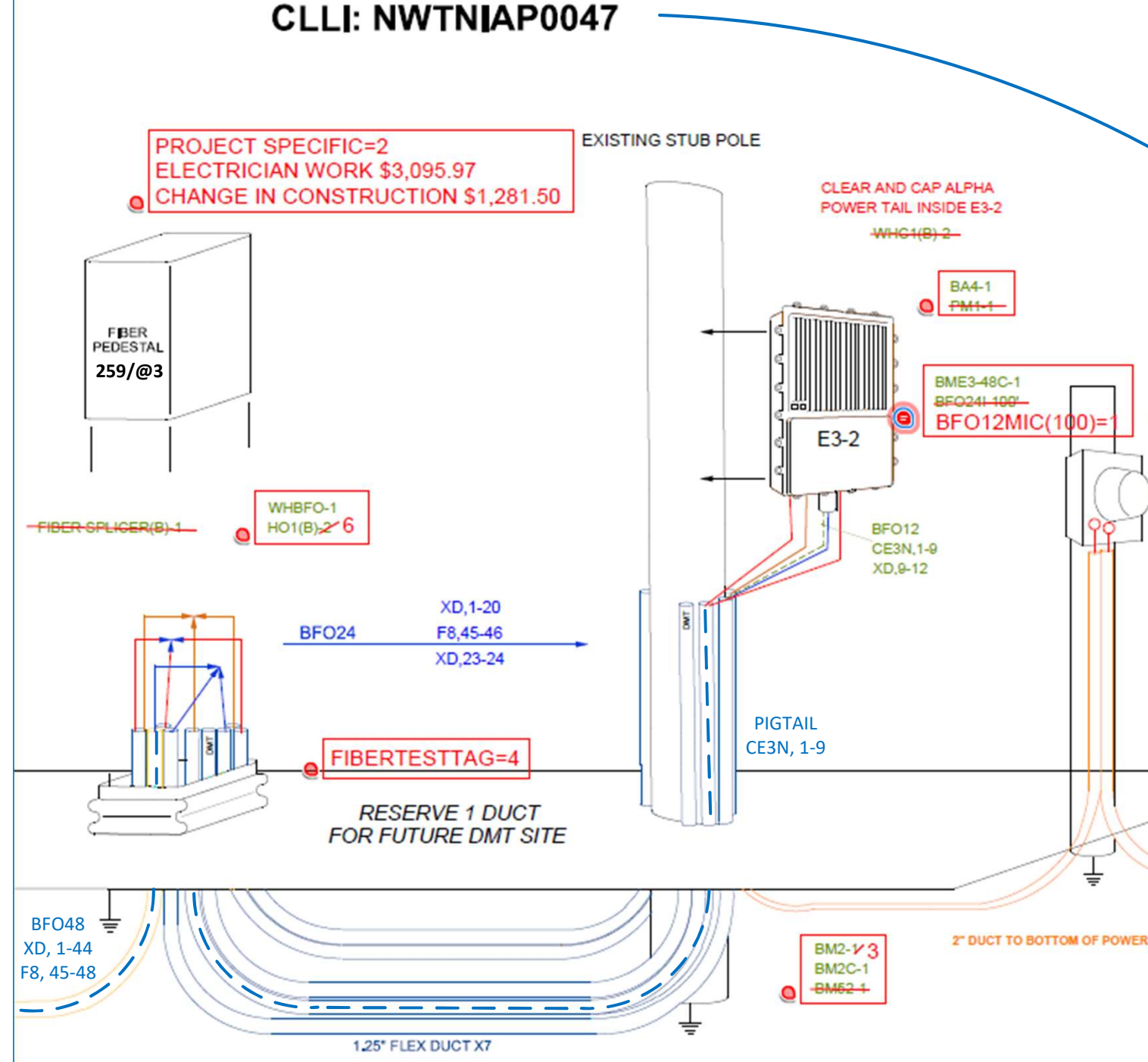


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EXCH NAME:	NEWTON	DATE:	9/4/2024
WO #:	713442008	EPM:	DEVG2195 - EWR20730
TITLE:	FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152		
DRWN:	HALEY SANDBERG 515-401-2668	PRINT:	MAP - SECOND ADDITION

CALIX E3-2 /ALPHA LPR-48
STUB POLE MOUNT
CLLI: NWTNIA0047



BFO48
(XD, 1-46) CE3N, 1-2
XD, 3-46
F8, 47-48

①
PIGTAIL
CE3N, 1-9
XD, 10-12

BFO12MIC
XD, 1-20
F8, 45-46
XD, 23-24

CALIX E3-2 8 PORT
GPON DSLAM

259/@3
SPlice CE3N, 1-2 NORTH
WHBFO-1
WHO1(B)-2

BFO48
XD, 1-44
F8, 45-48

UKF25-24
BL, 1651-1670
XD, 21-25

E 23RD ST N

4A400/18

UKF25-24
BL, 1651-1670
XD, 21-25

R/W

EOP

N 7TH AVE PL E

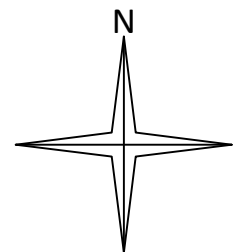
EOP

UKF25-24
BL, 1651-1670
XD, 21-25

R/W

4A400/17

TO
CO



PURPOSE:

Installing new distribution fiber to the Phase 2 of the Arbor Estates subdivision in Newton, IA. Per the City (developer) there will be 28 homes in this phase. You should use the existing equipment in the NWTNIA0047 DSLAM for service.



ALL KNOWN OBSTRUCTIONS HAVE
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WO #:	713442008	EPM:	DEVG2195 - EWR20730
TITLE:	FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152		
DRWN:	HALEY SANDBERG 515-401-2668	PRINT:	1 OF 6

259/23RD
NWTNIAU0061
PHYSICAL HUB COUNT:
IN: CE3N, 1-2
IN: XD, 3-12
OUT: 23RD, 1-24
OUT: XD,25-96

LOGICAL HUB COUNT:
IN: ZF412,1-64
IN: ZF413, 1-64

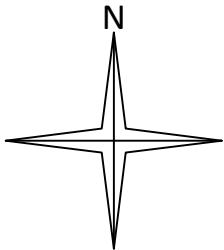
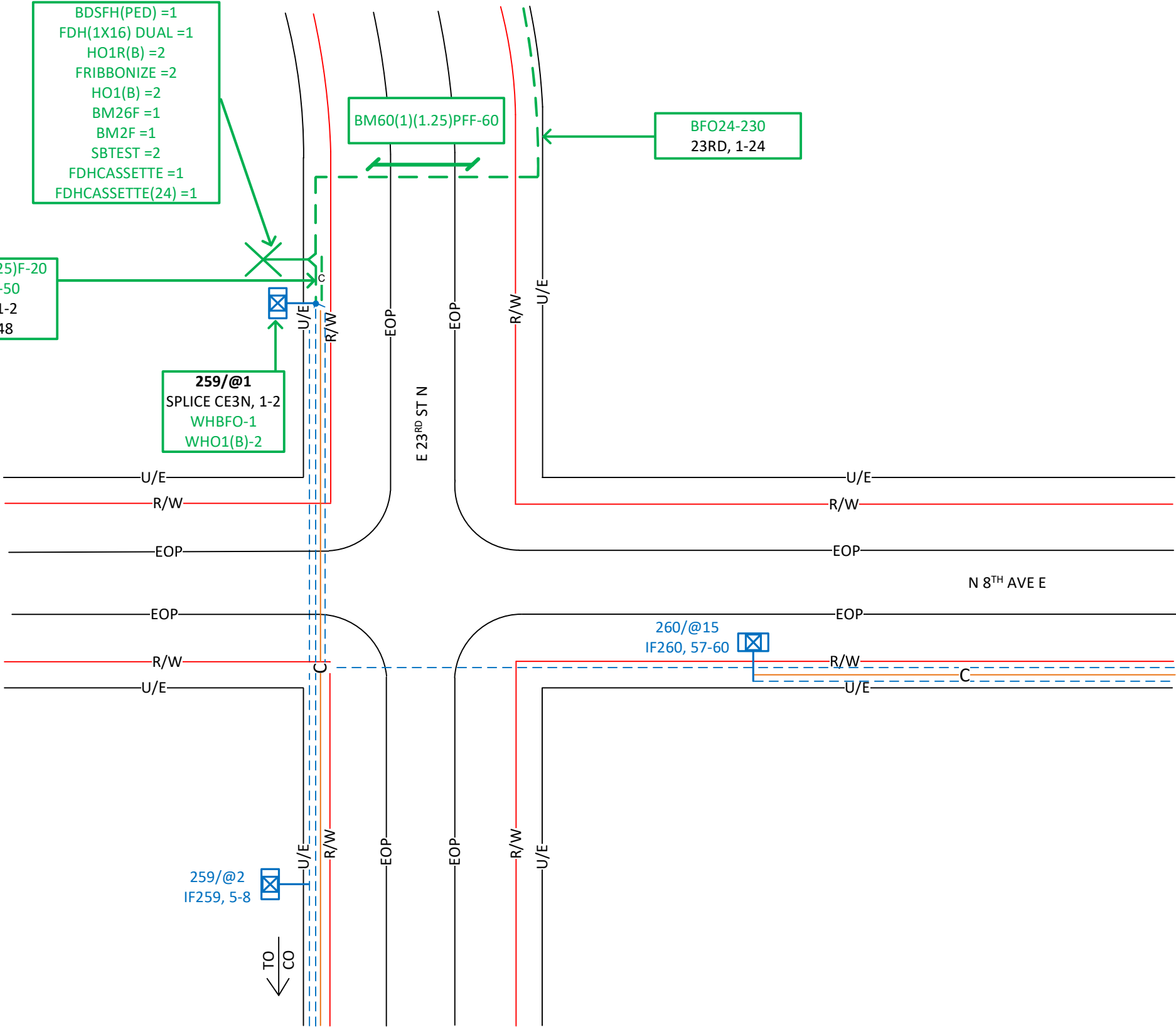
BDSFH(PED) =1
FDH(1X16) DUAL =1
HO1R(B) =2
FRIBBONIZE =2
HO1(B) =2
BM26F =1
BM2F =1
SBTEST =2
FDHCASSETTE =1
FDHCASSETTE(24) =1

BFOV(1)(1.25)F-20
BFO48I-50
CE3N, 1-2
XD, 3-48

259/@1
SPLICE CE3N, 1-2
WHBFO-1
WHO1(B)-2

BM60(1)(1.25)PFF-60

BFO24-230
23RD, 1-24



PURPOSE:

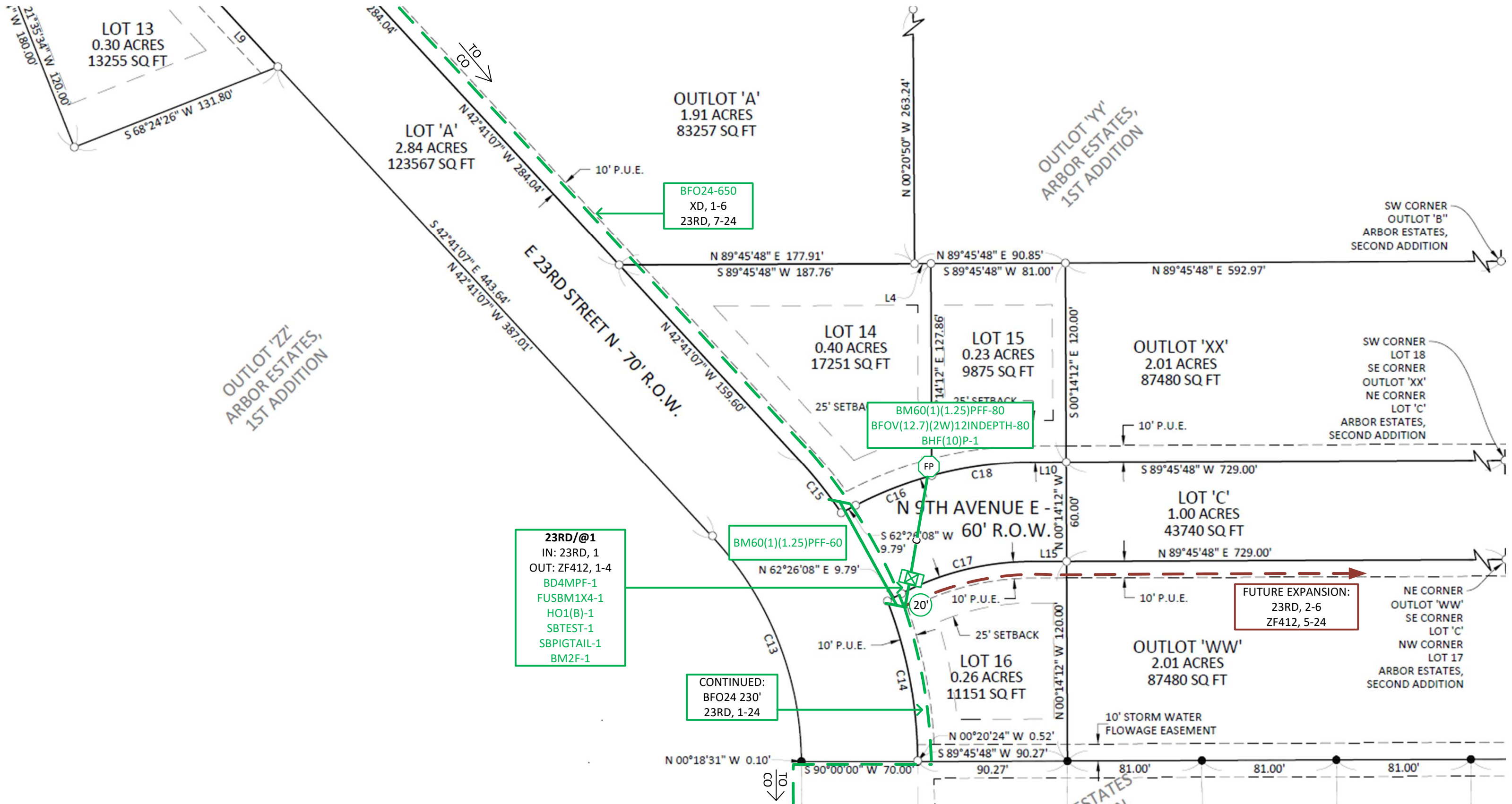
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23RD/@1
IN: 23RD, 1
OUT: ZF412, 1-4
BD4MPF-1
FUSBM1X4-1
HO1(B)-1
SBTEST-1
SBPIGTAIL-1
BM2F-1

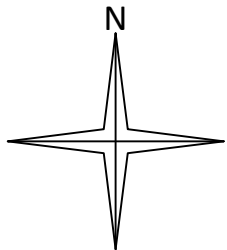
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BFO24 230'
23RD, 1-24

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BHF(10)P-1

BM60(1)(1.25)PFF-60

BFO24-650
XD, 1-6
23RD, 7-24

FUTURE EXPANSION:
23RD, 2-6
ZF412, 5-24



PURPOSE:

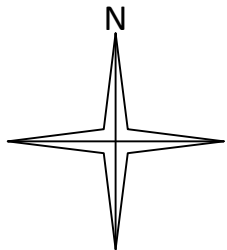
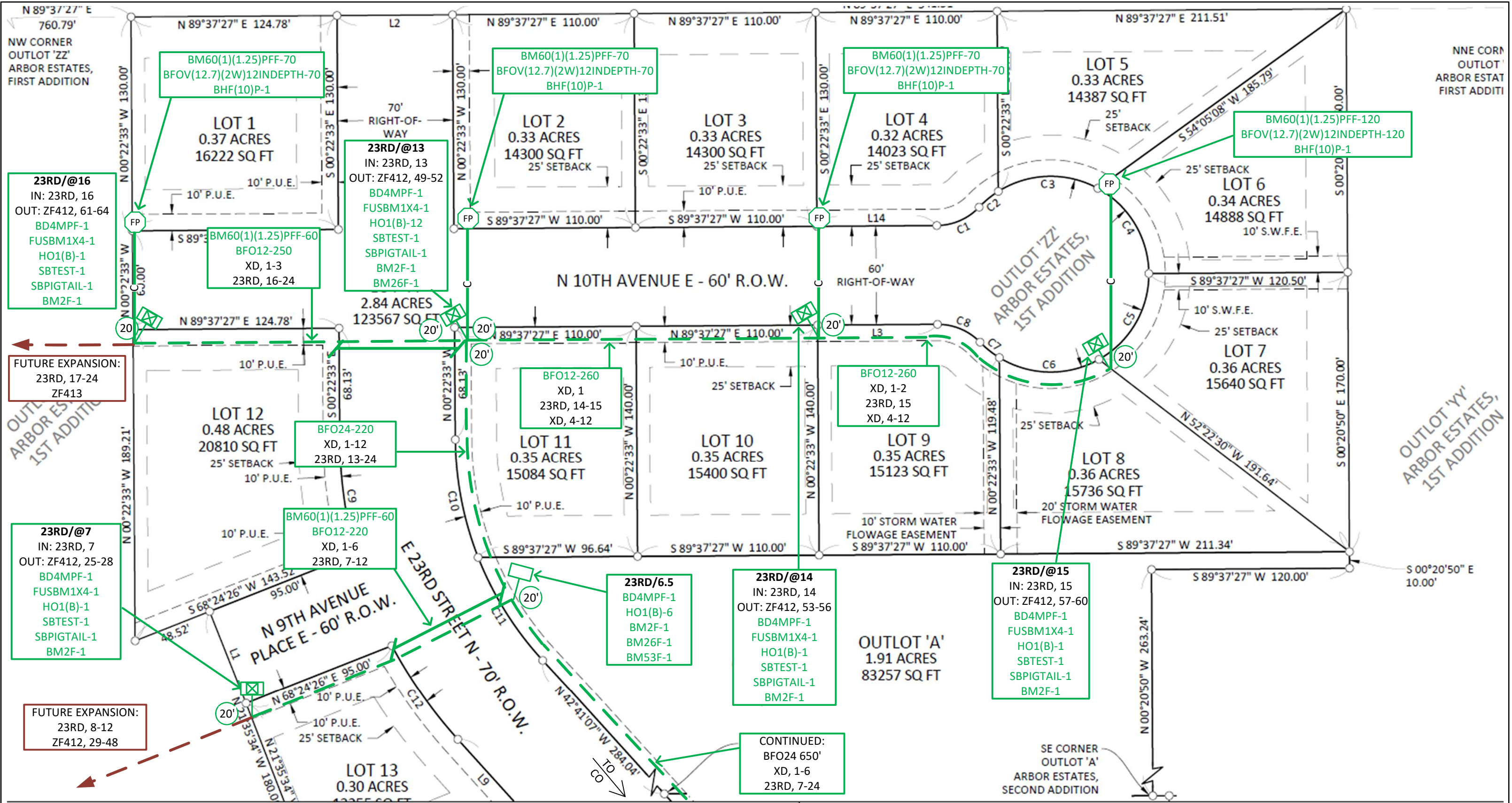
Installing new distribution fiber to the Phase 2 of the Arbor Estates subdivision in Newton, IA. Per the City (developer) there will be 28 homes in this phase. You should use the existing equipment in the NWTNIA0047 DSLAM for service.



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

CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME:	NEWTON	DATE:	9/4/2024
WO #:	713442008	EPM:	DEVG2195 - EWR20730
TITLE:	FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152		
DRWN:	HALEY SANDBERG 515-401-2668	PRINT:	3 OF 6



PURPOSE:

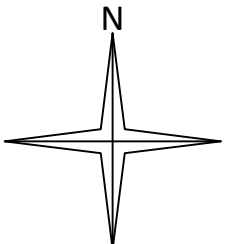
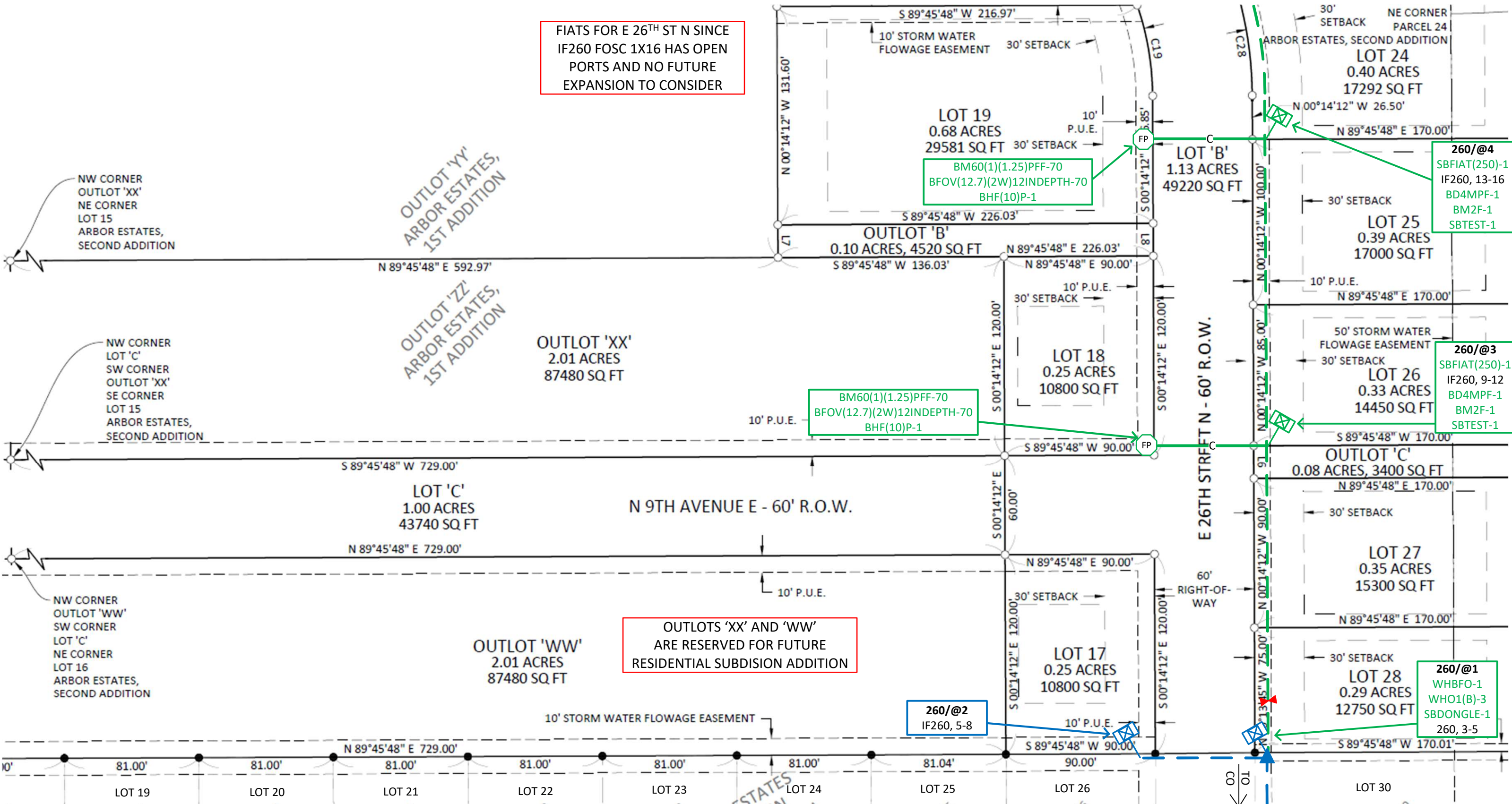
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PURPOSE:
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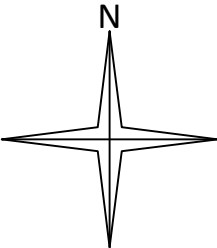
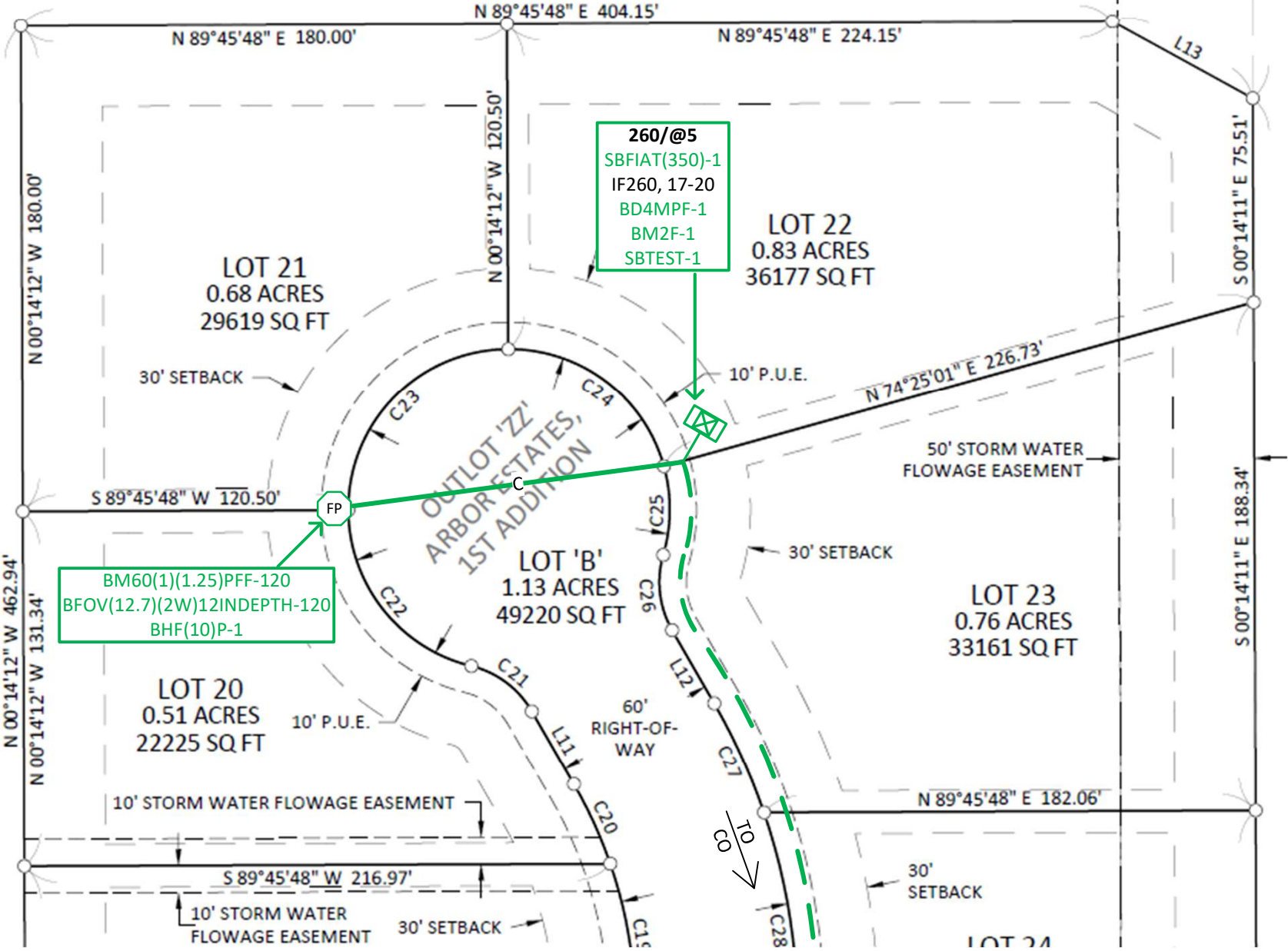

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WO #: 713442008	EPM: DEVG2195 - EWR20730
TITLE: FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152	
DRWN: HALEY SANDBERG 515-401-2668	PRINT: 5 OF 6

NW CORNER
OUTLOT 'YY'
NE CORNER
LOT 6
ARBOR ESTATES,
SECOND ADDITION

OUTLOT 'YY'
ARBOR ESTATES,
1ST ADDITION

FIATS FOR E 26TH ST N SINCE
IF260 FOSC 1X16 HAS OPEN
PORTS AND NO FUTURE
EXPANSION TO CONSIDER



PURPOSE:

Installing new distribution fiber to the Phase 2 of the Arbor Estates subdivision in Newton, IA. Per the City (developer) there will be 28 homes in this phase. You should use the existing equipment in the NWTNIAP0047 DSLAM for service.

windstream

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

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEWTON	DATE: 9/4/2024
WO #: 713442008	EPM: DEVG2195 - EWR20730
TITLE: FB NWTNIA SP NWTNIA DEVG2195 Arbor Estates PH04152	
DRWN: HALEY SANDBERG 515-401-2668	PRINT: 6 OF 6

City of Newton Council Report

**Item:**

Resolution approving an Engineering Services Agreement for the Children's Forest Bank Stabilization Project

Summary:

Approve agreement with Bolton & Menk for project engineering.

Financial Impact:

\$46,200 to be paid from stormwater utility funds and with future reimbursements from FEMA.

Report Number: 2024-917**Date:**

October 7, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On May 21, 2024, the City of Newton received heavy rains, resulting in flash flooding. This flash flooding caused severe bank erosion to Cardinal Creek at the storm sewer outlet south of S 8th Ave E. Continued bank erosion could threaten nearby homes and could begin undermining S 8th Ave E and adjacent storm and sanitary sewers.

City staff has been working with FEMA to apply for assistance funds that are available as a result of the May 21st storm. The funds are available to be used for a bank stabilization project of Cardinal Creek and future hazard mitigation. Prior to seeking bids and awarding a contract for the proposed work, staff sought a proposal from the City's engineering consultant, Bolton & Menk, to complete engineering tasks for the project.

This resolution seeks approval of an Engineering Services Agreement (ESA) from Bolton & Menk needed to bid, award, and construct the project. Tasks included in this ESA include:

- Data Collection
- Project Management during design
- Construction Drawings and Bid Documents
- Engineer's Cost Estimate
- Project Bidding Services
- Geotechnical and Subsurface Services
- Construction Inspection

Reimbursement will be sought from FEMA for all engineering services.

Recommendation:

City staff recommends approval of the \$46,200 Engineering Services Agreement with Bolton & Menk for the Children's Forest Bank Stabilization Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE CHILDREN’S FOREST BANK STABILIZATION PROJECT**

WHEREAS, on May 21, 2024, the City of Newton received heavy rains, resulting in flash flooding. This flash flooding caused severe bank erosion to Cardinal Creek at the storm sewer outlet south of S 8th Ave E; and

WHEREAS, City staff has been working with FEMA to apply for assistance funds that are available as a result of the May 21st storm. The funds are available to be used for a bank stabilization project of Cardinal Creek and future hazard mitigation; and

WHEREAS, prior to seeking bids and awarding a contract for the proposed work, staff sought a proposal from the City’s engineering consultant, Bolton & Menk, to complete engineering tasks for the project; and

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

WHEREAS, tasks included in this engineering services agreement include:

- Data Collection
- Project Management during design
- Construction Drawings and Bid Documents
- Engineer’s Cost Estimate
- Project Bidding Services
- Geotechnical and Subsurface Services
- Construction Inspection; and

WHEREAS, reimbursement will be sought from FEMA for all engineering services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$46,200.00 Engineering Services Agreement with Bolton & Menk on the Westwood Clubhouse Site Grading Project is hereby approved, with the costs to be initially paid from Storm Water Utility Fund.

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

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

EXHIBIT A
SCOPE OF SERVICES BY CONSULTANT
S 8TH AVE E BANK EROSION IMPROVEMENT PROJECT
CITY OF NEWTON, IOWA

I. SCOPE OF SERVICES

Bolton & Menk, Inc., hereafter known as CONSULTANT, agrees to provide professional services required for the engineering design and construction administration of S 8th Ave E storm water improvements. The scope is divided into two tasks, Design Phase Services and Construction Phase Services, and the work included is as follows:

TASK II – DESIGN PHASE SERVICES

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

Subtask A – Concept Design and Public Input

1. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - a. Review and confirm the scope of the project
 - b. Review available information relative to the project
 - c. Review and discuss specific infrastructure issues and CLIENT’S current design standards as they relate to the proposed improvements on this project
 - d. Review and verify project schedules
 - e. Conduct a field review of project area by CONSULTANT and CLIENT representatives
2. CONSULTANT will coordinate progress with CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.
3. CONSULTANT will provide project and contract administration services throughout the duration of the project.
4. CONSULTANT will facilitate project communication throughout the duration of the project. (Including distributing meeting minutes in a timely manner).
5. CONSULTANT will organize a project site visit with a local contractor to review the feasibility of construction access and best management practices.
6. CONSULTANT will identify private utility conflicts and required relocation during design. It is understood that existing utility locations will be taken from as constructed information or as marked in the field.
 - a. During the field data collection phase, CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. CONSULTANT will facilitate up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. Utility coordination will be discussed again at the preconstruction meeting.
 - b. CONSULTANT will prepare an existing conditions mapping, and project public utility removal plans for inclusion in the construction documents.
7. CONSULTANT will prepare a budget level cost estimate for the concept design solution.

Subtask D – Construction Drawings

1. CONSULTANT will complete all aspects of design needed for the construction of the storm water improvements. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. CONSULTANT will also submit plans as required by SRF. The plan elements include:
 - a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
 - b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
 - c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
 - d. **Mainline Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical ditch alignment of the corridor. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. The scale of these sheets will be 1"=20'.
 - e. **Removal Plans (F Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement and underground utilities.
 - f. **Right-of-way Plans (H Sheets).** This includes the design and drafting of the existing and proposed right-of-way and easements.
 - g. **Survey Plans (G Sheets).** This includes the drafting of the survey information for the project. The plan includes the benchmarks, control points main centerline data, alignment data table and control point data table
 - h. **Storm Sewer Sheets (M1 Sheets).** Storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Plans show storm sewer horizontal and vertical profiles, unless shown on applicable D sheets, that will show the existing topography, proposed improvements, storm sewer profile, and structure locations. Structure tables and storm sewer cross will be included. The scale of these plan sheets will be 1"=20'.
 - i. **Erosion and Sediment Sheets (R Sheets).** This task consists of design and drafting associated with erosion and sediment control.
 - j. **Detailed Cross Sections (W & X Sheets).** This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS and City of Newton standards. Project Manual will be provided at the 90% design phase.
3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provided at the 60% and 90% Design phases.

4. CLIENT Review: Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. It is assumed that easement and right-of-way design will commence at the 60% complete stage of plan set production. The final contract documents will be presented to CLIENT for approval.
- A. CONSUTLANT provide acquisition plats to CLIENT for any temporary or permanent acquisitions and easements. These will be provided at the 60% design phase.

Subtask E – Bidding Phase

CONSUTLANT will provide the following bidding assistance:

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

II. ADDITIONAL SERVICES

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Subsurface utility investigation
2. Geotechnical investigation
3. Property condemnation
4. Construction inspection
5. Construction materials testing

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows, with additional dates inserted to accommodate CLIENT review:

- Topographic Survey: Completed
- Conceptual Design: August/September 2024
- Property Owner Meeting: September 2024
- 60% Design Review: October 2024
- 90% Design Review: November 2024
- Bidding Phase: TBD
- Construction Award: TBD

IV. ESTIMATED FEES:

The fees for the completion of the above scope are:

Task II – Concept Design and Public Input Services:	\$12,500
Task III – Construction Drawing Services:	\$26,700
Task IV – Bidding Phase:	\$7,000
Total	\$46,200

City of Newton Council Report

**Item:**

Resolution approving an Engineering Services Agreement for the E 12th St and 1st Ave E Stormwater Improvements Project

Summary:

Approve agreement with HR Green for engineering planning services.

Financial Impact:

\$45,100 to be paid from 1st Ave E Urban Renewal TIF funds.

Report Number: 2024-918**Date:**

October 7, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

On May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E. Flooding threatened nearby businesses and flooded automobiles caught in the waters.

This area was included in the stormwater study completed as part of the stormwater utility's initial enactment. City staff sought a proposal from HR Green to begin the design and phasing of a project to complete stormwater detention and sewer improvements.

This resolution seeks approval of a Professional Services Agreement from HR Green. Tasks included in this ESA include:

- Project Management
- Data Collection
- 1D/2D Hydrologic and Hydraulic Modeling
- Flooding Exhibits
- Technical Memorandum with recommended project phasing

This agreement does not include a complete project design but allows the city to work with the engineer to create a phased approach to completing the project with available funds.

Recommendation:

City staff recommends approval of the \$45,100 Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT FOR THE E 12TH ST AND 1ST AVE E
STORMWATER IMPROVEMENTS PROJECT**

WHEREAS, on May 21, 2024, the City of Newton received heavy rains, resulting in severe flash flooding in multiple locations. One of the hardest hit areas was the intersection of E 12th St and 1st Ave E, threatening nearby businesses and flooding automobiles; and

WHEREAS, this area was included in the stormwater study completed as part of the stormwater utility's initial enactment; and

WHEREAS, staff sought a proposal from HR Green to begin the design and phasing of a project to complete stormwater detention and sewer improvements; and

WHEREAS, this resolution seeks approval of a Professional Services Agreement from HR Green. Tasks included in this ESA include; and

WHEREAS, tasks included in this engineering services agreement include:

- Project Management
- Data Collection
- 1D/2D Hydrologic and Hydraulic Modeling
- Flooding Exhibits
- Technical Memorandum with recommended project phasing; and

WHEREAS, this agreement does not include a complete project design but allows the city to work with the engineer to create a phased approach to completing the project with available funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$45,100.00 Professional Services Agreement with HR Green for the E 12th St and 1st Ave E Stormwater Improvements Project is hereby approved, with the costs to be paid from 1st Ave E Urban Renewal TIF funds.

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

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

**1st Avenue and 12th Street Detention Basin
Engineering Planning Services**

Joe Grife, Public Works Director
City of Newton
101 W 4th Street S
Newton, IA 50208
641-792-6622

Mark Phipps, PE, Project Manager
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number 2403428

August 30, 2024

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THIS **AGREEMENT** is between City of Newton, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT seeks engineering planning services for a project that will improve drainage and reduce flooding near the intersection of 1st Avenue E and E 12th Street N.

1.2 Design Criteria/Assumptions

CLIENT will provide COMPANY all existing documents, infrastructure data, plans, studies, and reports relevant to the CLIENT's project objectives.

All deliverables will be submitted to the CLIENT as electronic (PDF) files.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1 – Project Management

1. Project Monitoring and Progress Reports - Provide on-going Project management including budget and schedule management. Maintain the system for monitoring progress and expenditures to allow monthly tracking. Prepare and submit monthly progress reports outlining the following:
 - i. Tasks that were completed during the reporting period;
 - ii. Tasks that will be conducted during the upcoming period; and
 - iii. Any direction needed from the CLIENT to keep the project moving forward according to schedule.
2. Project Meetings - Conduct a Project kickoff meeting to clarify the CLIENT's requirements for the Project, review the Project staffing and organization, and present the initial work plan and schedule. Conduct a Progress Meeting to present preliminary model results and potential drainage improvements to the CLIENT. Prepare and distribute meeting notes for each meeting within one week of the meeting date.
3. Quality Assurance Plan - Establish review and checking procedures for Project deliverables. Designate responsibility for implementation of the plan.

Task 2 – Data Collection

1. Limited Site Survey – Survey the depth, size, and location of existing storm sewers, sanitary sewers, and water mains in the vicinity of the flood prone area near the intersection of 1st Avenue E and E 12th Street N, as well as in the vicinity of the proposed detention basin.

Task 3 - Modeling

1. 1D/2D Hydrologic and Hydraulic Model – Develop a detailed hydrologic and hydraulic model of the watershed to simulate the existing conditions flooding near the intersection of 1st Avenue E and E 12th Street N and to evaluate potential drainage improvements that will alleviate the flooding problem. The evaluation will consider a phased approach to installing the improvements shown on the Project Area #3 Map from the City's 2023 Stormwater Capital Improvements Planning Study with the goal of identifying a first phase that could be constructed for approximately \$700,000. COMPANY will develop a coupled model of all storm sewers equal to or larger than fifteen (15) inches in diameter within the Project area. This will be a trunk line model only, considering hydraulic capacity of the storm sewers, but not the capacity of the intakes throughout the watershed. The most current LIDAR, planimetry, and land use zoning data will be used to develop the 2D model features. The 1D elements of the model will be built from survey data, where available, and supplemented by GIS data from the CLIENT.
2. Flooding Exhibits – Inundation depth/elevation maps will be produced from the model results illustrating the existing conditions flooding and the reduced flooding due to proposed improvements for the 1-year, 2-year, 10-year, 25-year, 50-year, and 100-year storm events.
3. Technical Memorandum – Summarize the model input data and results in a brief memorandum including concept-level cost estimates for the recommended project phases, as well as any alternatives considered.

3.0 Deliverables and Schedules Included in this Agreement

<u>Task</u>	<u>Completion Date</u>
Data Collection	1 Month After Contract Award
Preliminary Model Results	3 Months After Contract Award
Technical Memorandum	4 Months After Contract Award

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Grant funding applications and management
2. Engineering design of proposed improvements
3. Presentations to City Council

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.



5.0 Services by Others

Not applicable

6.0 Client Responsibilities

1. Provide available data to aid COMPANY, including GIS data, record drawings and/or inspection reports of existing infrastructure, previous studies and reports.
2. Provide available geotechnical reports of the Project area.
3. Provide written comments on all design team submissions as a single, vetted and coordinated document providing clear direction to the design team within two weeks of receiving submission.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$45,100.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions

in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance

with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may

be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent



registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

A blue ink signature of Mark Phipps, consisting of a stylized 'M' and 'P'.

Mark Phipps, PE

Approved by:

A blue ink signature of Teresa Stadelmann, consisting of a stylized 'T' and 'S'.

Printed/Typed Name: Teresa Stadelmann, PE

Title: Vice President, Principal Date: August 30, 2024

CITY OF NEWTON

Accepted by:

Printed/Typed Name:

Title:

Date:

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City of Newton Council Report

**Item:**

Resolution awarding Contract for the Outdoor Warning Sirens
Electrical service project

Summary:

Approval of a contract to install electrical services to four existing outdoor warning sirens.

Financial Impact:

\$11,008.00 from 2024A General Fund bonds.

Report Number: 2024-960**Date:**

October 7, 2024

Lead Department:

Public Works

Recommendation:

Approve

Background:

Newton currently has nine (9) outdoor warning sirens, four of which are solar-powered, 130-decibel rotating sirens. The solar-powered warning sirens have sometimes not functioned properly because the solar charger battery has not been charged. DC-powered rotating sirens will be installed to ensure they work properly. To accommodate this work, overhead electrical services need to be provided.

The replacement of these 4 outdoor warning sirens was identified in the 2024-2025 Action Plan, providing a safe community, utilizing up to \$50,000 from the 2024A General Fund bonds. Bids for the purchase and installation of three electrical meters and breaker boxes and one service extension were sought, and the following bids were received:

Company	Bid Amount
Van Maanen Electric Inc, Newton IA	\$11,008.00

Recommendation:

City Staff recommends approval of the attached resolution for the purchase and installation of three electrical meters and breaker boxes and one service extension by Van Maanen Inc. of Newton, IA

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION AWARDING CONTRACT OF THE OUTDOOR WARNING SIRENS
ELECTRICAL SERVICE PROJECT

WHEREAS, Newton currently has nine (9) outdoor warning sirens, four of which are solar-powered, 130-decibel rotating sirens; and

WHEREAS, the replacement of four outdoor warning sirens was included in the city 2024-2025 Action Plan; and

WHEREAS, the City of Newton obtained quotes for the purchase and installation of three electrical meters and breaker boxes, and one service extension; and

WHEREAS, Van Maanen of Newton, Iowa, was the lowest responsive bidder in the amount of \$11,008.00; and

WHEREAS, City staff recommends that the City of Newton enter into a contract with Van Maanen Electric Inc. of Newton, IA, for the installation of three electrical meters and breaker boxes and one service extension.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Quote of Van Maanen Electric Inc. of Newton, IA, in the amount of Eleven Thousand and Eight Dollars and Zero Cents (\$11,008.12) be accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Mayor and City Clerk are authorized to enter into a contract with Van Maanen of Newton, Iowa, for the installation of three electrical meters and breaker boxes and one service extension. The work will be paid from the 2024A General Bond Funds.

PASSED this _____ day of October 2024.

APPROVED this _____ day of October 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
2 Girls with Tools	Fire	Supplies	\$ 23.00
Action Training Systems	Police	Supplies	\$ 404.15
Acushnet Company	Golf	Merchandise	\$ 1,027.56
Ag-Grow Plus Lawn Care	Airport	Service	\$ 123.60
Airgas USA LLC	Fire	Supplies	\$ 390.65
Aldama, Jacob Woodruff & Alondra	Utility Billing	Refund	\$ 15.42
Alliant Energy/IPL	All	Utility	\$ 15,954.30
Amazon Capital Service	All	Supplies	\$ 3,462.77
American Business Phones	Library	Service	\$ 140.00
APWA	Street	Service	\$ 795.00
Arrowhead Forensics	Police	Supplies	\$ 152.59
Axon Enterprise Inc	Police	Supplies	\$ 88.55
Bailey, Leigha	Parks	Supplies	\$ 39.99
Baker & Taylor	Library	Supplies	\$ 5,090.79
Baker & Taylor Entertainment	Library	Supplies	\$ 44.06
Balmer, Michael	I&I Program	Reimbursement	\$ 1,000.00
Barcode Depot	Library	Supplies	\$ 888.25
Beck's	Community Beautification	Supplies	\$ 1,142.40
Bibliotheca LLC	Library	Service	\$ 2,804.76
Bing Bang	Community Marketing- RESO 2024-179	Service	\$ 3,825.00
Black Clover Enterprises LLC	Golf	Merchandise	\$ 36.10
Black Hills Energy	Airport & Water Pollution Control	Service	\$ 1,381.27
Blackstone Publishing	Library	Supplies	\$ 237.00
Bomgaars	Water Treatment Plant	Supplies	\$ 59.98
Boone, Garrett & Ashley	Utility Billing	Refund	\$ 17.29
Bound Tree Medical LLC	Fire	Supplies	\$ 2,747.93
Brick Gentry P.C.	Legal Service	Service	\$ 18,511.90
Brownells Inc	Police	Supplies	\$ 149.89
Butler, James	Fire	Reimbursement	\$ 572.72
Capital One	All	Supplies	\$ 326.12
Carl's Window Service	Library	Service	\$ 180.00
CDW Government Inc	Fire & Building Inspections	Supplies	\$ 340.84
Center Point Large Print	Library	Supplies	\$ 252.91
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 1,819.00
Christensen, Jamis	Parks	Training	\$ 20.00
Cintas	All	Supplies	\$ 742.55
Computer Resource Specialists	Administration & Airport	Service	\$ 458.49
Consumer Reports	Library	Supplies	\$ 32.10
Continental Research	Water Pollution Control	Supplies	\$ 388.73
Costa Oil Newton	Fire	Service	\$ 65.92
D&W Tree Service	Golf	Service	\$ 1,900.00
Danko Emergency Equipment	Fire	Supplies	\$ 4,025.00
Dannen, Ryan	D&D	Service	\$ 5,033.00
Darrell's Electric	City Center	Service	\$ 160.00
Davis Equipment Corp	Parks	Supplies	\$ 1,038.64
Davis, Katrina	Administration	Service	\$ 221.50
Demco Inc	Library	Supplies	\$ 595.64
Digium Cloud Service LLC	Utility Billing	Service	\$ 454.77
DMACC - Ankeny Campus	Water Treatment Plant	Service	\$ 450.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 71,789.90
Electric Pump	Water Pollution Control	Supplies	\$ 5,283.65
EMS MC Inc	Fire	Service	\$ 175.04
Farr, Debra McDowell & William	Utility Billing	Refund	\$ 72.29
FBG Service Corporation	Library	Supplies	\$ 1,701.10

Fisher, Mike	Police	Supplies	\$ 25.79
Forbes Office Solutions	All	Service	\$ 798.42
FOX Strand	Water Pollution Control RESO-2024-298	Service	\$ 4,160.25
Front Line Therapy LLC	Police	Service	\$ 1,600.00
Galls LLC	Fire & Police	Supplies	\$ 587.46
Garcia, Jose	Police	Reimbursement	\$ 129.84
General Traffic Controls Inc	Traffic Control	Supplies	\$ 450.00
Gilbert Lawn Care and Snow Removal LLC	City Center & Library	Service	\$ 1,793.00
Girard & Associates	Fire	Service	\$ 450.00
Grainger Inc	Water Pollution Control	Supplies	\$ 50.20
Gralnek-Dunitz	Water Pollution Control	Supplies	\$ 42.00
Gregg Young Auto Center	Fire & Police	Service	\$ 700.12
Hawkeye Truck Equipment	Fire	Supplies	\$ 332.00
Hawkins Water Treatment	WPC & Water Treatment	Supplies	\$ 14,704.34
Heaberlin, Michelle	Utility Billing	Refund	\$ 65.00
Horning's	Golf	Merchandise	\$ 228.17
Hy-Vee Inc	All	Supplies	\$ 642.31
IA-AWWA	Water Treatment Plant	Training	\$ 1,060.00
IAWEA	Water Pollution Control	Service	\$ 350.00
IMFOA	Administration & Finance	Service	\$ 75.00
IMWCA	All	Service	\$ 1,581.36
Iowa Audio Video	Executive & Library	Service	\$ 1,856.40
Iowa Department of Natural Resources	Water Treatment Plant	Service	\$ 115.00
Iowa Law Enforcement Academy	Police	Service	\$ 9,600.00
Iowa One Call	Engineering & WPC	Supplies	\$ 343.90
Iowa Pond Guy LLC	Parks	Service	\$ 1,850.00
Iowa Prison Industries	Police	Supplies	\$ 861.20
Isolved Benefit Service	Finance	Service	\$ 199.30
Jasper Construction Service	Cemetery & Water Distribution	Supplies	\$ 142.79
Jasper County Emergency Serv-Honor Guard	Police	Service	\$ 2,000.00
JETCO Inc	WPC & Water Treatment	Service	\$ 5,421.36
Johnson Aviation	Airport	Service	\$ 4,122.99
Justice Clearinghouse LLC	Police	Service	\$ 1,500.00
Keltek Incorporated	Police	Service	\$ 624.50
Kinetic Edge Physical Therapy	Utility Billing	Service	\$ 268.00
Kirkham Michael	Airport - RESO 2024-052	Service	\$ 2,697.04
Lawson Products Inc	City Garage	Supplies	\$ 139.98
Liberty Tire Service LLC	Landfill	Service	\$ 160.00
Library Journal	Library	Supplies	\$ 129.00
Lopez, Kimberly	Utility Billing	Refund	\$ 65.00
Lyman, Rick	Police	Service	\$ 1,021.00
Magnum Automotive	Fire & Police	Service	\$ 1,594.53
Mahaska Bottling Co	Golf	Concessions	\$ 593.20
Manatts - D.M.	All	Supplies	\$ 7,670.09
Martin Marietta Materials	Street	Supplies	\$ 1,850.32
Martin's Flag Company	Fire	Supplies	\$ 620.79
McFarland Clinic	Police	Service	\$ 435.00
McMaster-Carr	Water Pollution Control	Supplies	\$ 181.98
Menards-Altoona	Parks	Supplies	\$ 95.84
Menards-Ankeny	Fire	Supplies	\$ 64.99
Mesner, Robert	Fire	Reimbursement	\$ 516.80
Mid-America Pump & Supplies Inc	Water Treatment Plant	Supplies	\$ 7,672.40
Midwest Turf Support	Golf	Supplies	\$ 1,968.50
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 7,737.16
MTI Distributing Inc	Parks	Supplies	\$ 3,036.61
Municipal Pipe Tool Co	Water Pollution Control	Supplies	\$ 150.00
Municipal Supplies Inc	Water Distribution & Landfill	Supplies	\$ 6,736.00
PowerPlan	Landfill	Supplies	\$ 507.23

NAPA Auto Parts	All	Supplies	\$ 1,447.92
News Printing Company	Planning & Zoning	Service	\$ 57.84
Newton Development Corp	North Central TIF	Service	\$ 19,600.00
Newton Housing Development Corporation	Fairmeadows N TIF	Service	\$ 10,000.00
Newton Main Street	SSMID District	Service	\$ 6,000.00
Newton News	Library	Supplies	\$ 132.00
Nieland, Dan	Administration	Service	\$ 406.25
Niemann Ace Hardware 650	All	Supplies	\$ 400.23
Northern Tool / Capital One Trade Credit	Water Pollution Control	Supplies	\$ 539.59
Per Mar Security Service	Water Pollution Control & Airport	Service	\$ 249.60
Phelps Uniform Specialists	City Center & Fire	Service	\$ 113.25
Pitney Bowes	Library	Supplies	\$ 164.97
Pomp's Tire Service	Fire	Service	\$ 937.10
Premier Office Equipment	Executive & Police	Service	\$ 634.85
PRS	Fire	Reimbursement	\$ 304.00
Quill Corporation	City Center, Fire & Planning & Zoning	Supplies	\$ 108.90
Ray, Randy	D&D	Service	\$ 3,320.00
Reeves Heating & Cooling	Library	Service	\$ 799.08
Regal Clean LLC	City Center	Supplies	\$ 3,021.33
Reliant Fire Apparatus Inc	Fire	Service	\$ 4,291.77
Riggs Printing Inc	Parks	Supplies	\$ 28.00
Ryan's Tire & Auto	City Garage & Parks	Service	\$ 965.00
Sign Pro	Water Pollution Control	Service	\$ 768.00
Smith Quality Rental	Fire	Supplies	\$ 144.00
Spahn & Rose Lumber Co	All	Supplies	\$ 1,050.08
Sprayer Specialties Inc	Street	Supplies	\$ 222.98
Stryker Sales LLC	Fire	Supplies	\$ 721.50
Superior Welding Supplies	City Garage	Supplies	\$ 84.15
T Mobile	Police	Service	\$ 499.86
Taylor, Sabrina	Utility Billing	Refund	\$ 71.29
Teleflex LLC	Fire	Supplies	\$ 1,215.50
Theisen's	All	Supplies	\$ 1,305.37
Tiger, Megan	Utility Billing	Refund	\$ 1.54
TK Elevator	City Center	Service	\$ 211.89
Todco Crane LLC	Water Pollution Control	Service	\$ 630.00
Town & Country Wholesale Co	Golf	Concessions	\$ 570.76
Townsend, Caden	Utility Billing	Refund	\$ 72.29
Two Rivers Cooperative	Water Pollution Control	Supplies	\$ 3,218.74
UBBEN Building Supplies	Engineering	Supplies	\$ 582.50
ULINE	Water Pollution Control	Supplies	\$ 244.72
Unified Contracting Service Inc	Airport	Service	\$ 536.56
USABlueBook	Water Pollution Control	Supplies	\$ 200.42
USPS	Water Pollution Control	Service	\$ 8,400.00
Utility Equipment Co	Water Pollution Control	Supplies	\$ 1,921.98
Van Manen, Austin	Police	Reimbursement	\$ 6.42
Van Meter Inc	City Center	Service	\$ 446.45
Van Wall Equipment	Parks & Golf	Supplies	\$ 5,191.15
Walsh Door & Hardware	Police	Supplies	\$ 21.48
Warnick Mechanical	Water Pollution Control	Service	\$ 589.00
Waste Solutions of Iowa	Parks	Service	\$ 163.00
Wex Bank	Water Distribution	Supplies	\$ 1,249.45
Williams Scotsman Inc	Golf	Service	\$ 628.00
Windstream	Airport	Service	\$ 364.50
Woodruff Construction LLC	Water Pollution Control	Service	\$ 27,275.37
Ziegler Inc	Parks	Supplies	\$ 359.82
Zimco Supplies Company	Golf & Parks	Supplies	\$ 1,710.00
Total			\$ 377,228.72

Pre-Authorized Payments

Beverage Distributors	Golf	Concessions	\$ 314.10
Black Hills Energy	All	Utilities	\$ 2,638.88
Brothers Concrete	North Central TIF	RESO 2023-392; 2024-238	\$ 197,192.45
Card Services	All	Supplies	\$ 6,453.81
Dish Network	Airport	Service	\$ 152.10
Doll Distributing LLC	Golf	Concessions	\$ 500.20
Ex Nihilo LLC	North Central TIF	RESO 2024-301	\$ 1,022.00
Finch's Carpentry Services	Fairmeadows TIF	RESO 2024-168	\$ 7,254.32
I & S Group Inc	Golf	RESO 2024-196; 2024-116	\$ 18,245.26
Iowa Beverage System	Golf	Concessions	\$ 535.00
Manatts-Brooklyn	Streets	RESO 2024-028; 2024-286	\$ 15,616.61
Medicom	City Center	Service	\$ 336.90
Moran, Stephanie	Downtown Improvement Grant	RESO 2023-150; 2024-233	\$ 2,205.00
Nehiring Auto Inc	Property Tax Rebate FY23/24	RESO 2024-309	\$ 3,655.00
United States Cellular	Executive & Library	Service	\$ 260.05
Verizon Wireless	Disaster Services	Service	\$ 35.01
Windstream	All	Service	\$ 1,749.51

Total: **\$ 258,166.20**

City of Newton Council Report

**Item:**

Public Hearing on the Sale of City-owned property at 1117 North 3rd Avenue East, 1015 North 3rd Avenue East, and 211 East 12th Street North in Newton, Jasper County, Iowa

Summary:

This is a Public Hearing ONLY. Council will be hearing three offers from developers for the former Hatchery Site

Financial Impact:

None. Public Hearing Only.

Report Number: 2024-935

Date:

October 7, 2024

Lead Department:

Community Development

Recommendation:**Background:**

Property History. The "Hatchery Site" is a property assembled by the City of Newton through the D&D Program and consists of three parcels- 1117 North 3rd Avenue East (acquired in 2007), 211 East 12th Street North (acquired in 2019), and 1015 North 3rd Avenue (acquired in 2023). The property has been identified as a top redevelopment opportunity for multi-family housing.

Iowa Thriving Communities Designation. The Iowa Finance Authority and Iowa Economic Development Authority have awarded Newton the prestigious designation as an Iowa Thriving Community, which provides additional incentive points for Federal Housing Tax Credit and Workforce Housing Tax Credit Programs in Iowa. Per the Iowa Finance Authority's website: "Meeting the housing demands of our robust economy is going to require a strategic, proactive and innovative effort, including from Iowa communities and employers to ensure that all Iowans can afford and have the opportunity to live in the communities where they work." It is because of Newton's designation as an Iowa Thriving Community, that the Hatchery Site is poised for successful redevelopment now.

Developer Proposals. The City Council will be holding the public hearing on offers received on the "Hatchery Site." Three developers have submitted proposals, as summarized the chart attached to this council report. Their full written proposals are also attached, and each developer will be making an in-person presentation during the public hearing.

Order of Presentations. The order of presenters will be as follows, and their written proposals are found in the packet in this order:

1. Haan Development
2. Gratus Development
3. Pivotal Housing Partners

Selection of Developer. A resolution selecting a developer's proposal and entering into a purchase and redevelopment agreement will be placed on the October 21, 2024 City Council Agenda. Subsequently, the selected developer will be making an application to the Iowa Finance Authority for housing tax credits for the project.

Recommendation:

None at this time.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is fluid and cursive, with the first name "Matt" written in a more compact, stylized manner than the last name "Muckler".

Matt Muckler, City Administrator

OUTLINE OF DEVELOPMENT PROPOSALS - CITY OF NEWTON HATCHERY SITE

<u>DEVELOPER</u>	<u>OFFER \$</u>	<u>REQ. CITY INCENTIVE?</u>	<u>BUILDING TYPE(S)</u>	<u># UNITS</u>	<u>UNIT/SITE GRAPHICS?</u>	<u>OTHER PROJECTS?</u>	<u>LIHTC?</u>	<u>CAPITAL STACK OUTLINE?</u>	<u>EST. DEVEL. COST ?</u>	<u>EST. ASSESSED VALUATION?</u>	<u>EST. DATE GRNDBRKNG?</u>	<u>EST. COMP DATE?</u>
Haan Development	Greater of \$10k or appraised value, less \$5k per unit developed	No	Apartments or Townhomes	est. 43	Both	81 projects in MI, ND, SD WY, AZ	Yes	LIHTC; HOME; CONV. LOAN; DEF DEV. FEE	\$12.9 million	\$2.4 million est.	Fall, 2025	Spring, 2027
Gratus Development	\$200,000	\$450,000 (TIF/ARPA/etc.) & "Payment in lieu of tax" (PILOT) or Tax Abatement	Single-story, 1 & 2 BR Townhomes, primarily designed for seniors or "empty-nesters"	est. 40	Both	19 projects in Indiana; 1 in Wisconsin	Yes	LIHTC; HOME; HTF; CONV. LOAN; CITY FINANCIAL INCENTIVE; DEF. DEV. FEE	\$13.5 million	\$1.45 million est.	Feb., 2026	April, 2027
Pivotal Housing Part.	\$140,000	No	8 Townhomes + Apts.	40	Both	120+ projects in 15 states	Yes	LIHTC; HOME; CONST. LOAN; CIHTF; DEF. DEV. FEE	\$12.25 million	+/- \$800,000 est.	March, 2027	May, 2028

COVER LETTER



October 7, 2024

City of Newton
Attn: Craig Armstrong, Development Specialist
101 W 4th St, Suite 501
Newton, IA 50208

RE: Affordable Housing Development Proposal - Hatchery Site Acquisition

Dear Craig and Council Members,

Haan Development is pleased to submit its qualifications, project considerations, and outline of terms for the development of affordable housing at the Hatchery site. We are excited about the opportunity to collaborate with the City of Newton to address the growing demand for affordable housing and enhance the quality of life for local families. Our proposed development will not only meet the City's objectives but also bring lasting benefits to the broader community by providing safe, high-quality, and affordable homes for those most in need.

With over 20 years of experience in the affordable housing sector and a successful track record of completing over 1,300 units across urban and rural markets, Haan Development is uniquely positioned to deliver a development that aligns with Newton's goals. Our deep expertise in leveraging financing sources such as Low-Income Housing Tax Credits (LIHTC) and Workforce Housing Tax Credits (WHTC), combined with our long-term commitment to ownership, ensures a sustainable project that meets the community's needs today and into the future. Below you will find further information regarding our company and our vision for the Project.

Haan Development Experience

Haan Development is a full-service development company with over 20 years of experience, having successfully completed more than 1,300 units of affordable and workforce housing across multiple states. The company has been a recognized leader in the development, ownership, and management of affordable housing, operating in a diverse range of markets including Arizona, Idaho, Michigan, Wyoming, North Dakota, and South Dakota. With expertise in navigating the unique challenges of both large urban centers and small rural communities, Haan Development has established a reputation for delivering high-quality, sustainable housing solutions tailored to the specific needs of each market. A key aspect of Haan Development's approach is its commitment to being a long-term owner. The company ensures that the properties it develops remain well-maintained and affordable for years to come, offering stability and consistent quality to residents. The company's hands-on approach extends to all phases of development, from site acquisition and securing financing to construction management and ongoing property operations. By leveraging programs like LIHTC and other financing mechanisms, Haan Development creates housing that not only meets the needs of low-income residents but also strengthens the broader economic vitality of the communities it serves. Enclosed are three projects that give reference to work completed by the firm, but also why each is important to this project.

Project Considerations

Haan Development envisions transforming the Hatchery site into a thriving community of affordable housing that will significantly benefit the City of Newton, Iowa. With a current vacancy rate of just 1.0%, the demand for affordable housing is at an all-time high, underscoring the urgent need for quality living options for residents. This project will create approximately 40 affordable units aimed at serving individuals and families with incomes between 30% and 80% of the Area Median Income (AMI). These units will range from one to four bedrooms, accommodating a variety of household sizes. By providing well-designed, energy-efficient homes, this development will not only alleviate housing shortages but also contribute to the city's economic growth by attracting new residents and fostering stability within the community. The availability of affordable housing is crucial for maintaining Newton's vibrant workforce, as

many local employers rely on a stable population to fill essential roles. Furthermore, as a designated Thriving Community, the City of Newton is well-positioned to leverage this project to enhance its attractiveness to both residents and businesses, ultimately promoting sustainable growth and improving the quality of life for all its citizens. Enclosed is a very preliminary site plan blocking diagram, as well as a typical floor plan for another project. Following selection, we would engage a civil engineer and architect to more fully develop a site plan and architectural plan for the units/buildings.

Haan Development's primary focus will be on obtaining financing through the Iowa Finance Agency (IFA) 9 percent Low-Income Housing Tax Credit ("LIHTC") Program, along with additional support from HOME funds also administered through IFA. An Award of LIHTC and HOME for this project is critical, as it will provide the necessary funding to develop the Project. Applications for the 2025 LIHTC and HOME funds will be submitted in February 2025, with awards expected to be announced in May 2025. Construction is anticipated to begin roughly 4-8 months following the award announcement. The closing of the transaction for this development will be contingent upon securing sufficient financing, including these critical funding sources. The estimated total development cost for the project is approximately \$12,860,000, which will be detailed in the sources and uses table below. This project represents a major step toward meeting Newton's housing needs and aligns with the City's designation as a Thriving Community, positioning it for continued growth and success.

Sources		Uses	
Equity Contribution from Tax Credit Syndication	\$ 10,750,000	Total Acquisition Cost	\$ 10,000
Conventional Mortgage	\$ 1,500,000	Total Construction Hard Costs	\$ 9,500,000
State HOME Funds	\$ 500,000	Total Non-Construction ("Soft") Costs	\$ 3,350,000
Deferred Developer Fee	\$ 110,000		
TOTAL SOURCES	\$ 12,860,000	TOTAL USES	\$12,860,000

While an additional phase of the Project could be contemplated on the Northeast corner of the site that could include financing from Workforce Housing Tax Credits to serve higher-income households, the LIHTC-funded component is the immediate priority.

Our team is very excited about the prospect of partnering with the City of Newton and working with stakeholders such as the city officials and Newton Housing Development Corporation to plan and develop affordable workforce housing that will help address Newton's affordability challenges while improving the existing housing situation. We hope this information will be helpful as we continue our conversations regarding how Haan Development can answer the needs of the City. Andrew Schorffhaar, Vice President of Development, is the designated primary contact. Should you have any questions regarding the information enclosed, you may reach him at (231) 769-0931 or andrew@haandev.com.

Thank you in advance for your consideration.

Sincerely,



Gerald A. Haan
President & CEO

Encl.

- | | |
|---|--|
| a) Proposed Acquisition Terms (LOI) | e) Edgebrook Townhomes Information Sheet |
| b) Preliminary Site Plan Blocking Diagram | f) Rock Springs Information Sheet |
| c) Typical Unit (Previous Development) | g) Lumber Square Project Information Sheet |
| d) List of Previous Projects | |

October 7, 2024

TO:

City of Newton
ATTN: Craig Armstrong, Development Specialist
101 W 4th St, Suite 501
Newton, IA 50208

FROM:

G.A. Haan Development, L.L.C.
6225 N 24th Street, Suite 150
Phoenix, AZ 85016

RE: Development of Affordable Housing - Hatchery Site, Newton, IA

G.A. Haan Development, L.L.C. ("Haan Development") is pleased to submit this proposal to the City of Newton ("City") for the acquisition of a 3.58-acre site located at 1117 N 3rd Ave E, commonly referred to as the Hatchery Site, as further detailed below. We are enthusiastic about the opportunity to collaborate with the City of Newton to address the critical need for affordable housing in the community.

At Haan Development, we understand the growing demand for high-quality, affordable housing and are committed to creating sustainable solutions that benefit both residents and the broader community. Our extensive experience in affordable housing development, coupled with our dedication to being a long-term partner, makes us uniquely qualified to contribute to the City's goals. We look forward to working closely with City officials and stakeholders to make this project a reality and enhance the quality of life for Newton's residents.

1. Property

Land and improvements located at the following parcels, collectively known as The Hatchery Site (the "property")

Parcel ID: 0834230014 - MERSHON'S ADDLOTS 1-10-11-12-15 & S PT VAC E 11 ST EXW 135' OF N 270' LOT 1

Parcel ID: 0834230026 - MERSHON'S ADDLOTS 13-14

Parcel ID: 0834230012 - MERSHON'S ADDLOTS 2-3-7-8-9 & W 1/2 VAC ST ON E

2. Project Description

Haan Development intends to acquire the Property to develop new apartments or townhomes. The proposed development is expected to include up to 43 affordable units, targeting tenants with incomes between 30% and 80% of the Area Median Income (AMI). Financing for both the acquisition and development will be sought through a combination of 9% Low-Income Housing Tax Credits (LIHTC) and HOME funds, to be pursued in the IFA 2025 Funding Allocation Round. Applications for IFA's 2025 Allocation Round will be accepted in February 2025, with award announcements anticipated in May 2025. The closing of the transaction will be contingent upon securing sufficient financing to support the development.

3. Purchase Price

The purchase price will be the greater of the following a) Ten Thousand (\$10,000); or b) appraised value less \$5,000 per unit developer for the 9 percent LIHTC application (the "Purchase Price"); payable in cash deducted by any amount of existing debt assumed by Haan Development, if applicable.

4. Affordable Housing

Haan Development agrees that the property conveyed by this agreement shall be developed exclusively for the purpose of affordable housing. The Buyer further commits to ensuring that all residential units constructed on the property will be income- and rent-restricted in accordance with applicable federal, state, and local affordable housing requirements.

5. Financing

Haan Development's obligation to purchase the Property will be contingent on (a) satisfactory conditions of title approved by Haan Development (Seller to provide title commitment); (b) satisfactory environmental conditions and approval of any required federal environmental review; (c) reservation of 2025 9 percent LIHTC award.

6. Purchase and Sale Agreement

Haan Development agrees to work with the City to negotiate an Agreement incorporating the terms and conditions set forth herein and Haan Development will provide a draft Agreement for City's review.

7. Earnest Money

Within five (5) business days from the execution of the Agreement by both parties, Haan Development will make a Ten Thousand (\$10,000) deposit into escrow ("Earnest Money Deposit") with First American Title Insurance Company ("Escrow Agent"). The Earnest Money Deposit shall be applied to the purchase price and shall become nonrefundable at the approval of Haan Development's WCDA LIHTC application.

8. Closing

Consummation of the proposed transaction ("Closing") will take place no later than one hundred twenty (120) days after an award of financing in the IFA 2025 Funding Allocation Round ("Closing Deadline"); however, Haan Development shall have the right to extend the Closing Deadline for two (2) consecutive periods of thirty (30) days each (each, a "Closing Extension Period"). As a condition to exercising each Closing Extension Period, Haan Development shall deposit with Escrow Agent a non-refundable sum of two thousand dollars (\$2,000) ("Closing Extension Consideration") for each Closing Extension Period and such deposit(s) shall be applicable to the Purchase Price at the close of escrow.

9. Costs & Expenses

City shall pay for preparation of an appropriate warranty deed, and 1/2 escrow fee. Haan Development shall pay for title insurance, recording fees, and 1/2 of all escrow fees. Any other costs shall be allocated as is customary.

10. Non-Binding Obligation

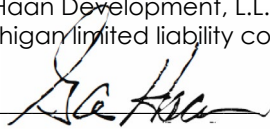
With the exception of Paragraph 9 above, the transaction described in this letter shall only be binding on the parties upon their execution and delivery of the Agreement, provided, if the parties have not executed an Agreement within sixty (60) days from the execution of this letter, or if Haan Development sooner delivers a notice to Seller of its abandonment of the proposed transaction, this

letter, except for this Paragraph 10, will be deemed terminated and of no further force or effect. The parties agree to use good faith efforts to negotiate the terms and provisions of the Agreement.

Please contact Andrew Schorfhaar, Vice President at Haan Development, for any clarifications at andrew@haandev.com or at (231) 769-0931. We look forward to working with you on this transaction. If the foregoing is acceptable, please evidence your acceptance by executing a copy of this letter and returning it to us.

Sincerely,

G.A. Haan Development, L.L.C.,
A Michigan limited liability company,

By: 

Name: Gerald A. Haan

Its: Member

READ AND AGREED:

Seller: By: _____

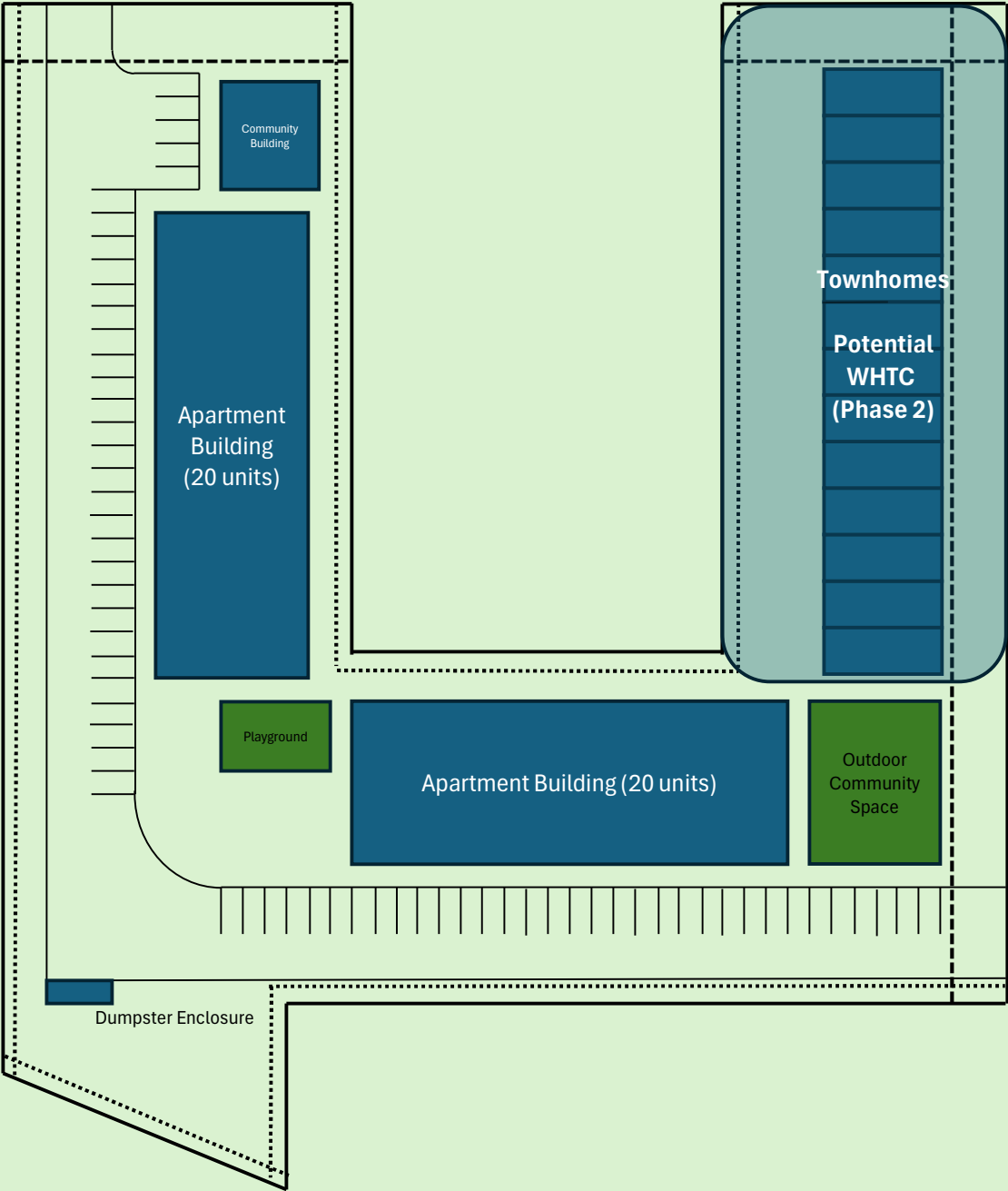
Name: _____

Date: _____

Preliminary Site Plan (Blocking Diagram)

DRAFT (Not For Construction - Subject to Change)

10
10 100 sq ft





WARNING: THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF ECONOMIDES, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ECONOMIDES, INC. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ECONOMIDES, INC. MAY BE SUBJECT TO LEGAL ACTION.

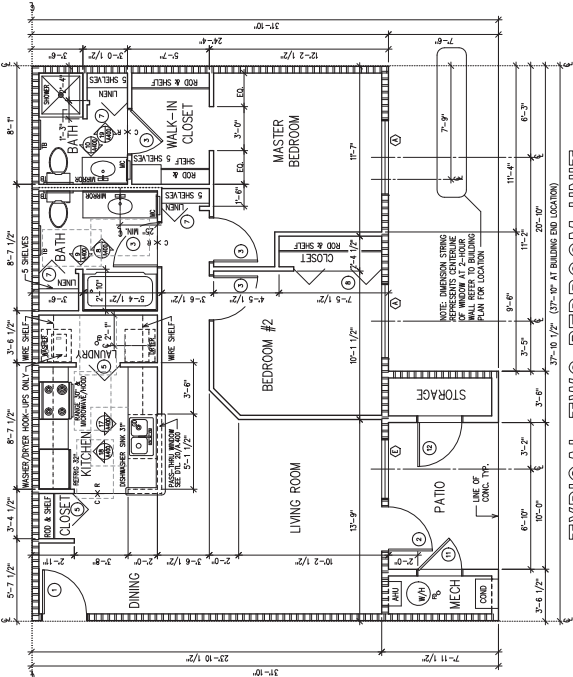
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NOTE:
 ALL DIMENSIONS ARE FROM EITHER:
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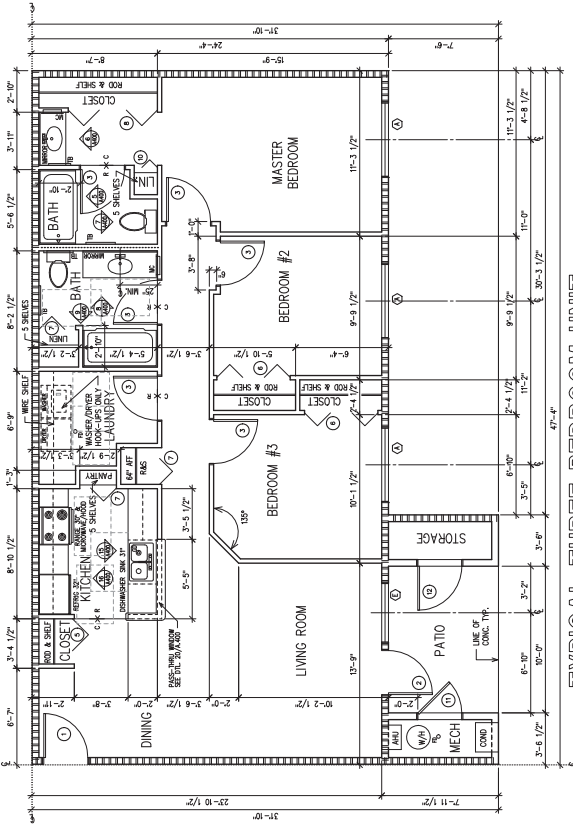
NOTE:
 REFER TO BUILDING PLANS FOR 'ADA'
 UNIT LOCATIONS

WALL TYPES LEGEND
 3-1/2" WOOD STUD WALL NON-LOAD BEARING (N.O.)
 5-1/2" WOOD STUD WALL NON-LOAD BEARING (N.O.)
 5-1/2" WOOD STUD WALL NON-LOAD BEARING (N.O.)
 NOTE: SEE FRAMING PLANS FOR ADDITIONAL WALL TYPE LOCATIONS

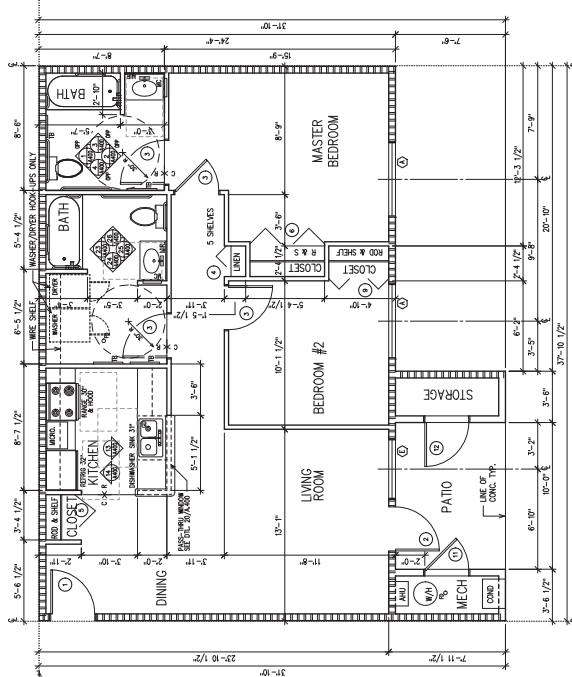
- GENERAL NOTES: (UNIT PLANS)
1. SEE STRUCTURAL DRAWINGS FOR LOCATION OF ALL BEARING WALLS.
 2. SEE THIRD FLOOR & ROOF PLANS FOR ATTIC ACCESS LOCATIONS.
 3. SEE INTERIOR ELEVATION SHEET FOR ALL BATHROOM ACCESSORIES.
 4. LOCATIONS, SEE DRAWINGS FOR LOCATION OF ALL INTERIORS.
 5. 1/2" R INDICATES TRANSITION FROM CARPET TO RESIDENT FLOORING.
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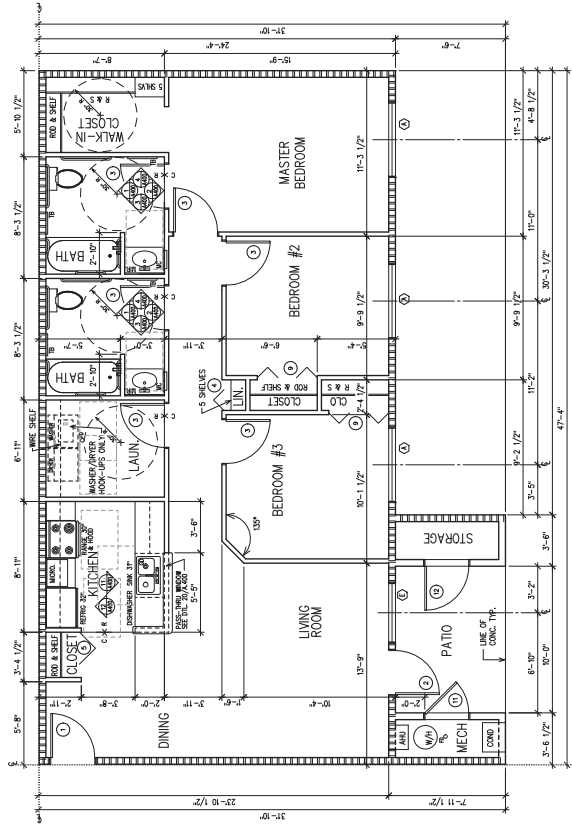
TYPICAL TWO BEDROOM UNIT
 SCALE: 1/4"=1'-0"
 27 UNITS TOTAL
 UNIT AREA = 971 SQ. FT.



TYPICAL THREE BEDROOM UNIT
 SCALE: 1/4"=1'-0"
 7 UNITS TOTAL
 UNIT AREA = 1,201 SQ. FT.



TWO BEDROOM
 'ADA' UNIT - FIRST FLOOR
 SCALE: 1/4"=1'-0"
 1 UNIT TOTAL
 UNIT AREA = 971 SQ. FT.



THREE BEDROOM
 'ADA' UNIT - FIRST FLOOR
 SCALE: 1/4"=1'-0"
 1 UNIT TOTAL
 UNIT AREA = 1,201 SQ. FT.

COMPANY PROJECTS

Property: Cobble Creek II Apartments
 Number of Units: 20
 Location: Grayling, MI
 Development Type: Affordable, Multifamily
 Construction Type: Preservation and Rehabilitation
 Financing: Rural Development Section 515 Loan

Property: Meadowrun Apartments
 Number of Units: 16
 Location: Mancelona, MI
 Development Type: Affordable, Multifamily
 Construction Type: Preservation and Rehabilitation
 Financing: Rural Development Section 515 Loan

Property: Park Place City Center
 Number of Units: 24
 Location: Sault Ste. Marie, MI
 Development Type: Affordable, Multifamily
 Construction Type: Adaptive Reuse of Vacant
 Financing: LIHTC (converted to Section 1602 Funds), Federal Historic Tax Credits, State Historic Tax Credits, and Brownfield/MBT Credits

Property: Pond Street Village
 Number of Units: 32
 Location: Mackinaw City, MI
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Tax Exempt Bond Proceeds, HOME Funds

Property: Townline Apartments
 Number of Units: 30
 Location: Pellston, MI
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Tax Exempt Bond Proceeds, HOME Funds

Property: Gardenview Assisted
 Number of Units: 41
 Location: Calumet, MI
 Development Type: Market Rate, Assisted Living Facility
 Construction Type: Rehabilitation of Vacant Structure
 Financing: HUD Section 232 Loan

Property: Williston Senior Apartment Homes
 Number of Units: 40
 Location: Williston, ND
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Conventional Bank Note, HOME Funds

Property: Nokota Ridge Apartments
 Number of Units: 40
 Location: Williston, ND
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Conventional Bank Note

Property: Pheasant Run Apartments
 Number of Units: 38
 Location: Huron, SD
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Conventional Bank Note, HOME funds

Property: Woodridge Apartment Homes
 Number of Units: 40
 Location: Riverton, WY
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Rural Development Section 538 Guarantee Loan

Property: Meadowview Apartments
 Number of Units: 12
 Location: Worland, WY
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, HOME funds

Property: Oakridge Apartments
 Number of Units: 12
 Location: Douglas, WY
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, HOME funds

Property: Pinewood Apartments
 Number of Units: 12
 Location: Marbleton, WY
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, HOME funds

Property: Hampton Inn and Suites
 Number of Units: 91
 Location: Riverton, WY
 Development Type: Market Rate, Hotel
 Construction Type: New Construction
 Financing: Conventional Bank Note

Property: Lincoln Park Townhomes – Phase I
 Number of Units: 40
 Location: Dickinson, ND
 Development Type: Affordable, Multifamily
 Construction Type: New Construction
 Financing: LIHTC, Rural Development Section 538 Guarantee Loan

Property: Lincoln Park Townhomes – Phase II
 Number of Units: 32
 Location: Dickinson, ND
 Development Type: Market Rate, Multifamily
 Construction Type: New Construction
 Financing: Conventional Bank Note, Owner Equity

Property:
Number of Units: 40
Location: Lander, WY
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 36
Location: Rock Springs, WY
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 40
Location: Brookings, SD
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 21
Location: Williston, ND
Development Type: Affordable, Senior
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note

Property:
Number of Units: 48
Location: Sioux Falls, SD
Development Type: Affordable, Multifamily
Construction Type: Preservation
Financing: LIHTC, Conventional Bank Note

Property:
Number of Units: 24
Location: Ishpeming, MI
Development Type: Affordable, Multifamily
Construction Type: Adaptive Reuse
Financing: LIHTC, HOME funds, Project-Based Section 8

Property:
Number of Units: 40
Location: Vermillion, SD
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 60
Location: Watford City, ND
Development Type: Affordable/Market, Essential Worker
Construction Type: New Construction
Financing: NDHFA HIF Funds, Conventional Bank Note, Local Funds

Property:
Number of Units: 40
Location: Watford City, ND
Development Type: Affordable, Senior
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, Local Funds

Property:
Number of Units: 40
Location: Wahpeton, ND
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, CDBG, Rural Development Section 538 Guarantee Loan

Property:
Number of Units: 30
Location: Green River, WY
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 40
Location: Huron, SD
Development Type: Affordable, Senior
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note, HOME funds

Property:
Number of Units: 36
Location: Torrington, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, HOME funds, Project-Based Section 8

Property:
Number of Units: 24
Location: Alpine, WY
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, HOME funds

Property:
Number of Units: 36
Location: Ishpeming, MI
Development Type: Affordable, Senior
Construction Type: New Construction
Financing: LIHTC, Rural Development Section 538 Guarantee Loan, Brownfield Grant

Property:
Number of Units: 36
Location: Douglas, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, HOME funds, Project-Based Section 8

Property:
Number of Units: 40
Location: Vermillion, SD
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, HOME funds, Conventional Bank Note

Property:
Number of Units: 36
Location: Coolidge, AZ
Development Type: Affordable, Senior
Construction Type: New Construction
Financing: LIHTC, Conventional Bank Note

Property:
Number of Units: 50
Location: Phoenix, AZ
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, HOME funds, Conventional Bank Note

Property:
Number of Units: 40
Location: Brookings, SD
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, HOME funds, Conventional Bank Note

Property:
Number of Units: 46
Location: Douglas, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, HOME funds, NHTF

Property:
Number of Units: 27
Location: Laramie, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, HOME funds, NHTF

Property:
Number of Units: 60
Location: Glenrock, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, HOME funds, NHTF

Property:
Number of Units: 20
Location: Lander, WY
Development Type: Affordable, Multifamily
Construction Type: Acquisition/Rehab
Financing: LIHTC, NHTF

Property:
Number of Units: 28
Location: Boise, ID
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, HOME funds, Conventional Bank Note

Property:
Number of Units: 28
Location: Bullhead City, AZ
Development Type: Affordable, Multifamily
Construction Type: New Construction
Financing: LIHTC, NHTF, Conventional Bank Note, City Loan

Property:
Number of Units: 60
Location: Petoskey, MI
Development Type: Workforce Housing, Multifamily
Construction Type: New Construction
Financing: Property Tax Abatement, Conventional Bank Note, State Grant Funding (RAP, Missing Middle, and CRP), Local Community Foundation Grant, Environmental (EGLE) Grant



Edgebrook Townhomes offers 32 affordable and 8 market rate townhomes for families in Brookings, SD. The townhome design offers its residents the feel of a single-family home, without giving up the feel of a close-knit community. Haan Development believes that this design is perfect for a potential Workforce Housing deal on the remaining land after LIHTC completion. It is also something that could be utilized for the entirety of the site, both LIHTC and WHTC.

Name/Role	Haan Development, Developer
Location	Brookings, South Dakota
Asset Class	Affordable Apartments
Number of Units	40 units
Unit Mix	20 Two Bedroom Townhomes 20 Three Bedroom Apartments
Construction Type	New Construction
Target Population	Family
Financing Sources	9 percent Tax Credit Equity HOME Funds Conventional Perm Loan
Project Status	Completed 2023
Project Budget	Completed on Budget
Project Schedule	Completed on Schedule





Creekside Apartments offer 36 affordable 2-and 3-bedroom apartments for families in Rocksprings, WY. The property consists of 2 buildings anchored by a community building, similar to that which is being proposed for the Hatchery site. Based on history, Haan Development believes that this design would prove to be a great starting point, as it has been well-received by residents and the community of Rock Springs.



Name/Role	Haan Development, Developer
Location	Rocksprings, Wyoming
Asset Class	Affordable Apartments
Number of Units	36 units
Unit Mix	28 Two Bedroom Townhomes 8 Three Bedroom Apartments
Construction Type	New Construction
Target Population	Family
Financing Sources	9 percent Tax Credit Equity HOME Funds Syndicator provided Perm Loan
Project Status	Completed 2013
Project Budget	Completed on Budget
Project Schedule	Completed on Schedule



LOFTS AT LUMBER SQUARE

Petoskey, MI



Lofts at Lumber Square is a Workforce Housing development currently under construction in the Old Town Emmet neighborhood of downtown Petoskey. Previously a vacant, underutilized City-designated MEDC Redevelopment Ready Site, being transformed into 60 new much-needed apartments. All 60 units will serve as long-term workforce rental housing serving households up to 120 percent of County area median income.

Haan Development, serving as the Development Consultant in collaboration with the Petoskey-Harbor Springs Area Community Foundation, has assembled a diverse array of financing to make the project feasible. In addition to successfully applying for and receiving over \$7.5 million in State funding (including over \$3 million in grants), Haan Development has also worked closely with the City of Petoskey and Emmet County on receiving approval for a Brownfield TIF. The Brownfield TIF will not only reimburse the project for eligible development and remediation costs, but it will also allow the City to be reimbursed for extending the Downtown Greenway linear park immediately adjacent to the site through the newly created pro created property tax revenue of the development property tax revenue of the development.

Name/Role	Haan Development Development Consultant
Location	Petoskey Michigan
Asset Class	Workforce Housing
Number of Units	60 units
Unit Mix	19 One Bedroom Apartments 32 Two Bedroom Apartments 9 Three Bedroom Apartments
Construction Type	New Construction
Target Population	General Occupancy
Financing Sources	MEDC RAP Grant, MEDC MCRP Loan, MSHDA Missing Middle Grant, Community Foundation Contribution, Brownfield TIF, Below-Market Interest Rate Loan from Local Bank
Project Status	Ground Break November 2023

Gratus Development, LLC

Local Mailing Address

4938 W Park Dr

West Des Moines, IA 50266

www.gratusdevelopment.com



SEPTEMBER 27, 2024

City of Newton

101 W. 4th St S

Newton, IA 50208

RE: Project Proposal - 1117 North 3rd Avenue East

Dear Newton City Staff and Council Members,

On behalf of Gratus Development, we are pleased to provide a project proposal ("Proposal") for the acquisition and development of the city-owned parcel at **1117 North 3rd Avenue East** (the "Project"). Our vision for this project is to meet the growing demand for affordable, low-maintenance housing in Newton, specifically for empty nesters and older adults (55+) who prefer the convenience of renting.

In the following proposal, you will find detailed information about our planned development, our firm's qualifications, and the financial structure that ensures the project's success.

We look forward to discussing our proposal further at the upcoming Council meeting. Please feel free to reach out with any questions or clarifications in the meantime.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Welsch Massey", with a stylized flourish at the end.

Danielle Welsch Massey

Development Director

Gratus Development

C 712.301.7828

E danielle@gratusdevelopment.com

PROPOSED PROJECT SUMMARY

Project Overview

Gratus Development proposes to develop the 3.58-acre parcel at 1117 North 3rd Avenue East into approximately 40 single-story townhome units for rent. This development is designed to meet Newton's growing need for affordable, low-maintenance housing for empty nesters and adults aged 55+ who prefer the convenience of renting. The project will feature a residential cul-de-sac layout and offer easy access to nearby amenities, creating a vibrant, community-oriented living environment.

The Newton Housing Assessment highlights the community's need for low-maintenance, affordable housing options, especially for older residents who want to downsize from larger single-family homes. This project directly responds to that need, enhancing Newton's housing market for seniors while contributing to the long-term sustainability of the community.

Design

The development will feature a mix of 1- and 2-bedroom townhomes, offering residents comfort, accessibility, and independence. The homes will be built with energy-efficient appliances and low-maintenance materials, aligning with Newton's sustainability goals while minimizing utility costs for residents.

Target Demographic and Market

We will apply for 9% Low-Income Housing Tax Credits (LIHTC) to fund the project. The units will be available to households earning up to 80% of the Area Median Income (AMI), or up to \$55,520 annually for a two-person household. Rents will be set at affordable levels to ensure access to high-quality housing for Newton's aging population.

As noted in the Housing Needs Assessment, there is a growing demand for rental housing among both younger families and older adults. By targeting empty nesters and seniors, this project frees up single-family homes for younger families while providing seniors with a quality rental option.

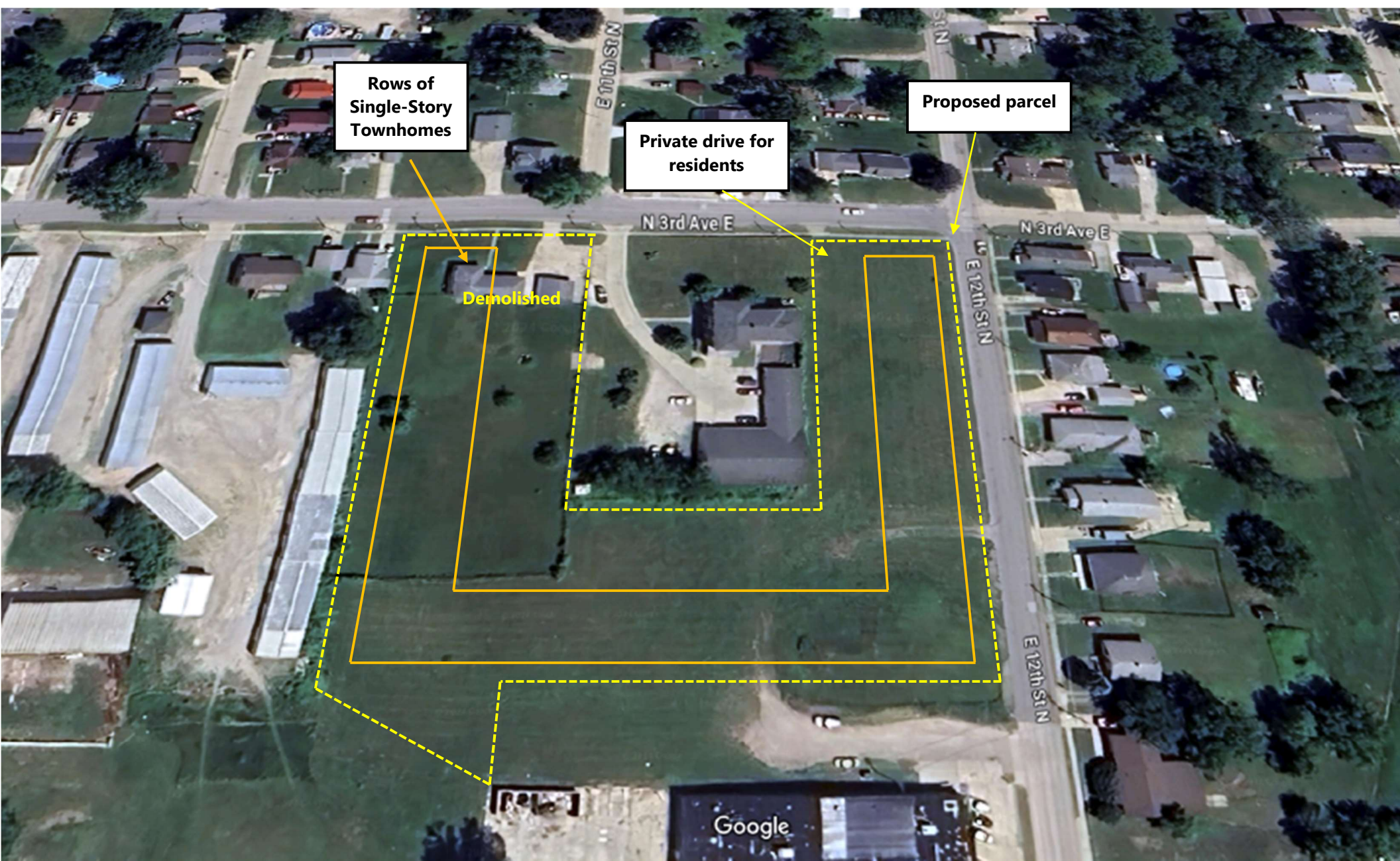
Requested City Support and Terms

To make this project feasible and ensure its long-term success, Gratus Development is requesting the following from the City of Newton:

- Land Purchase Price: \$200,000
- City Financial Incentive (TIF/ARPA/etc.): \$450,000
- Payment in Lieu of Taxes (PILOT) or Tax Abatement: To support the development's long-term operating stability

We also propose a 120-day Due Diligence Period starting from the execution of a purchase agreement. During this period, Gratus Development will conduct thorough environmental and property inspections to confirm the site's suitability for the proposed development. Closing on the property will be contingent upon receiving Low-Income Housing Tax Credits (LIHTC) to ensure that the project can be successfully financed and constructed as planned.

This project is a strategic step toward addressing Newton's housing needs, and we look forward to partnering with the City to bring it to life.



Rows of
Single-Story
Townhomes

Private drive for
residents

Proposed parcel

Demolished

N 3rd Ave E

N 3rd Ave E

E 11th St N

E 12th St N

E 12th St N

Google

CONCEPTUAL ELEVATIONS – ILLUSTRATIVE EXAMPLES



BUDGET AND FINANCING

Below is a high-level, preliminary capital stack and project budget for the proposed development of approximately 40 single-story townhomes, featuring a mix of 1- and 2-bedroom units. This budget is intended to provide a foundational financial framework for the project. If selected, we will continue to refine this budget in collaboration with the City to ensure it meets all necessary requirements and aligns with the community's goals.

Sources of Funds

- **Tax Credit Equity:** \$10,550,000
- **IFA HOME Funds:** \$500,000
Requested with the LIHTC award
- **IFA HTF Funds:** \$500,000
Requested with the LIHTC award
- **Permanent Loan:** \$1,000,000
- **City Financial Incentive (TIF/ARPA/etc):** \$450,000
- **Deferred Developer Fee:** \$500,000

Total Sources: \$13,500,000

Uses of Funds

- **New Construction:** \$9,800,000
- **Land Acquisition:** \$200,000
- **Other:** \$3,500,000
Includes: Soft Costs, Financing Costs (Fees, Interest), Operating Reserves, and Developer Fee

Total Uses: \$13,500,000

TIMELINE

Milestone	Date
City Council Project Selection	October 2024
Schematic Drawings Complete	January 2025
LIHTC Application to Iowa Finance Authority	February 19, 2025
Iowa Finance Authority Board Approval	May 2025
Lender and Investor Selected	July 2025
Architect Drawings Submitted for Permit Review	September 2025
Close on Financing	January 2026
Construction Start	February 2026
Construction Completion	April 2027
Lease-Up	Spring 2027

COMPANY BACKGROUND

GRATUS

DEVELOPMENT

Jonathan C. Ehlke
President

Professional Experience

Jonathan has been involved in the real estate and finance industries since 2002. In 2013 Jonathan spent a year working at the Indiana Housing and Community Development Authority, where he cultivated a passion for equal housing opportunities. From 2014 – 2019 Jonathan worked as a Development Director for a national multifamily developer, creating affordable senior, workforce, special needs, integrated and 100% permanent supportive housing developments across three states.



In his prior tenure, Jonathan leveraged his passion to secure financing for nearly 1,000 affordable housing units totaling \$180 million in development. In November 2019 Jonathan created Gratus Development, LLC. Gratus is focused on mission driven affordable housing; to create equal housing and quality of life opportunities for a diverse range of community needs.

In the four years since conception, Gratus Development has secured development funding for 9 affordable housing projects, totaling 302 units, and encompassing nearly \$90 Million in total development costs.

Accreditations/Organizations

Indiana Affordable Housing Council – Member

Indianapolis Neighborhood Housing Partnerships – Advisory Board Member

Near East Area Renewal – Board Member, Chairman

Hear Indiana – Prior Board Member

Hamilton County Area Neighborhood Development – Prior Advisory Board Member

Certified Tax Credit Compliance Professional

Education

University of Wisconsin – Madison

BA – Finance, Investments, & Banking

Mission Statement

To create thoughtful, impactful,
neighborhood-centered developments
that serve their tenants and communities.



Danielle Welsch Massey
Development Director

Professional Experience

Danielle joined Gratus Development in 2023 and is leading efforts to expand the company's impact in Iowa. Born and raised in Iowa, she is happy to be back home. In her role, she is responsible for all aspects of the development life cycle, including project conceptualization, building project applications, project management, and compliance and due diligence.

Prior to Gratus, Danielle worked as a Housing Specialist with a Community Development Corporation in Madison, WI from 2019-2020, managing property compliance and playing a key role in developing the CDC's first development in over a decade. Most recently, Danielle worked for the City of Indianapolis, Department of Metropolitan Development for 2 years (2021 – 2023). She oversaw the Community Development Block Grant and worked with City staff and area organizations to develop affordable housing, infrastructure improvements, and community facilities/amenities. In her past role, she facilitated the expenditure of over \$13M in one year, oversaw over sixty ongoing projects simultaneously, reviewed over one hundred grant applications, and fostered relationships with diverse stakeholders, including non-profits, for-profits, community groups, and City staff.

Danielle joined Gratus because she deeply resonated with the mission of neighborhood-centered development and working with a heart of gratitude.

Accreditations/Organizations

ULI Real Estate Diversity Initiative
Certified Tax Credit Compliance Professional
Indiana Women's Affordable Housing Network – Membership Committee
Near East Area Renewal – Housing and Development Committee

Education

University of Wisconsin – Madison
MS – Urban and Regional Planning

University of Northern Iowa
BA – Economics and Business Administration



Mission Statement

To create thoughtful, impactful, neighborhood-centered developments that serve their tenants and communities.

GRATUS

DEVELOPMENT

Erica Davis
Operations Analyst

Professional Experience

Erica has been involved in the affordable housing industry since 2004 when she completed a summer internship with Indiana Quadel, while obtaining her degree in Residential Property Management. She has worked both on-site and in corporate compliance roles, with numerous affordable programs in multiple states. From 2014 – 2019, Erica worked as a Compliance Director for a national multifamily developer, overseeing 1800+ units in a multi-state portfolio.

Erica most recently has been working as a Compliance Auditor with a large global company, focusing her efforts on first year compliance. Her experience in this role has involved new construction, acquisition/rehab, and resyndication, and has included LIHTC, HOME, Section 8, and many other local affordable programs.

Erica joined Gratus in 2024 to offer her compliance expertise, and to provide assistance in all aspects of the development process.



Accreditations/Organizations

NCP-National Compliance Professional
BOS-Blended Occupancy Specialist
HCCP-Housing Credit Certified Professional
SCS-Site Compliance Specialist
TaCCs-Tax Credit Compliance Systems
Indiana Real Estate Broker License

Education

Ball State University – Muncie, IN
BS – Residential Property Management

Mission Statement

To create thoughtful, impactful,
neighborhood-centered developments
that serve their tenants and communities.

DEVELOPMENT PORTFOLIO

2024

Beacon Center *Bloomington, Indiana*

\$17,600,000

20 Unit, Mixed Use New Construction - In partnership with Beacon, Inc., Beacon Center is a new construction, multi-use building to provide services and housing for individuals experiencing homelessness. Beacon Center will provide 20 permanent supportive housing units, space for resident wrap-around services, Day Center, and a 50-bed overnight shelter.



2023

Cotton Mill Apartments Rehab *Cannelton, Indiana*

\$14,000,000

70 Units Rehabilitation - In partnership with Lincoln Hills Development Corporation, Cotton Mill Apartments Rehab is the rehabilitation of 70 affordable units in the historic Cannelton Cotton Mill. The Cotton Mill was originally constructed in 1849 with Indiana Limestone and is on the National Register of Historic Places. The renovation is an overdue update to the apartments created in 1999.



Bridges Townhomes *Indianapolis, Indiana*

\$15,700,000

43 Units New Construction - In partnership with Englewood Community Development Corporation and Wheeler Mission, Bridges Townhomes is the new construction of 43 townhomes on a vacant parcel of the Indianapolis Sherman Park Redevelopment. 11 of these homes are set aside for families struggling with homelessness.

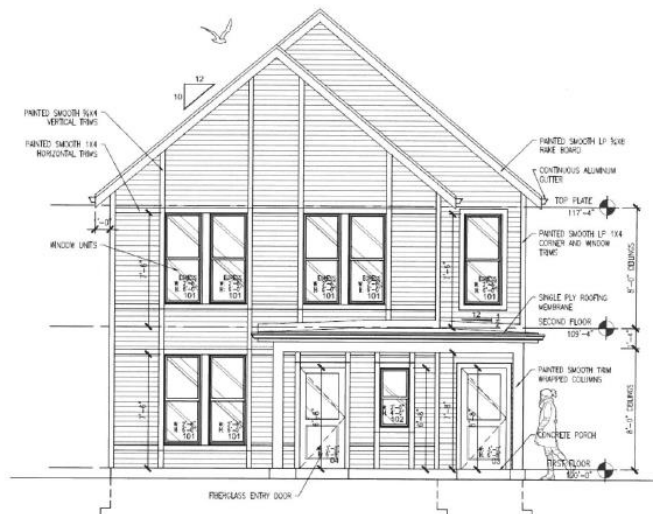


2022

Englewood Homes *Indianapolis, Indiana*

\$12,800,000

40 Units New Construction - In partnership with Englewood Community Development Corporation, *Englewood Homes* is the new construction of 40 duplex homes on vacant, blighted lots in the Englewood neighborhood.



Jacobsville II Apartments Rehab *Evansville, Indiana*

\$7,000,000

35 Units Acquisition Rehabilitation - Gratus Development, LLC, is the owner operator for the acquisition / rehabilitation of an existing LIHTC development in year 15 of its compliance period. Jacobsville also includes the adaptive reuse of a maintenance facility into an additional affordable unit.



2021

Compass on Washington *Indianapolis, Indiana*

\$16,400,000

36 Units Permanent Supportive Housing - Gratus Development, LLC, together with Property Manager Englewood CDC, and Service Provider Horizon House, were selected as a team for the 2020 Indiana Permanent Supportive Housing Institute. The Horizon House project will house 36 tenants struggling with homelessness and feature units designed for the wellbeing of tenants, modern amenities, and services space on the first floor to provide wrap-around services to residents.



Jacobsville I Apartments Rehab *Evansville, Indiana*

\$6,300,000

35 Units Acquisition Rehabilitation & 1 Single Family Home - Gratus Development, LLC, is the owner operator for the acquisition / rehabilitation of an existing LIHTC development in year 15 of its compliance period. Jacobsville also includes the new construction of 1 single family home for affordable rental.



PREVIOUS DEVELOPMENT EXPERIENCE

Pando Aspen Grove of Community Heights <i>Indianapolis, Indiana</i>	\$8,592,522
30 Units Permanent Supportive Housing	
Line Lofts <i>Indianapolis, Indiana</i>	\$11,194,123
63 Units Senior & Visually Impaired w/ first floor Commercial Space (VIPS)	
Broadway Lofts <i>Green Bay, Wisconsin</i>	\$21,827,118
107 Units Workforce	
Tipton Senior Apartments <i>Tipton, Indiana</i>	\$8,225,766
49 Units Senior w/ first floor Senior Center	
German Church Senior Apartments <i>Cumberland, Indiana</i>	\$10,888,912
60 Units Senior	
Parker Place <i>Indianapolis, Indiana</i>	\$6,873,483
39 Units Senior & Integrated Permanent Supportive Housing	
Minnie Hartmann Center <i>Indianapolis, Indiana</i>	\$13,309,109
64 Units Senior w/ first floor Day Care Center	
The Union <i>Indianapolis, Indiana</i>	\$9,114,576
30 Units Family & School Stabilization	
Monon Lofts <i>Indianapolis, Indiana</i>	\$18,894,616
142 Units Workforce	
Florence Fay School Senior Apartments <i>Indianapolis, Indiana</i>	\$13,517,400
73 Units Senior	
Village of Hope <i>Gary, Indiana</i>	\$10,187,456
40 Units Permanent Supportive Housing	
Eagledale Senior Apartments <i>Indianapolis, Indiana</i>	\$12,266,612
65 Units Senior	
Morton School Senior Apartments <i>Indianapolis, Indiana</i>	\$9,215,290
48 Units Senior	

ADDITIONAL FINANCING EXPERIENCE

DEVELOPMENT EXPERIENCE TOTALS

1100 units
\$225 Million in Total
Development

ADDITIONAL PROJECTS FUNDED

168 Units
\$28 Million Total
Development

HOME Program
Affordable Housing Program
Housing Trust Funds
NSP Program Funds
Housing Authority Loans
Tax Abatements
TIF Financing
Tax-Exempt Bond Financing



The Hatchery
2025 Proposal for Residential Development
to
The City of Newton



2025 Proposal: The Hatchery

Pivotal Housing Partners is pleased to present our proposal for development of “The Hatchery”, a 40-unit rental project, at 1015 N 3rd Avenue E, in Newton, IA. Pivotal has had the pleasure of working with the Staff and elected officials on this project since 2021. We have previously applied for 9% tax credit funding twice, once we lost on a tiebreaker and the second time by just one point. This year the City has been successfully designated a Thriving Community by the Iowa Finance Authority and that hard work means that this is the year to turn “The Hatchery” from application to reality.

Our proposal is to build a mix of townhomes and apartment style units to maximize the available land and take advantage of the unique “U” shape layout and sloping terrain. Including the townhomes not only provides a rental housing option that is scarce in Newton, but it also allows The Hatchery to secure additional per unit funding from the Iowa Finance Authority (IFA). Our proposed



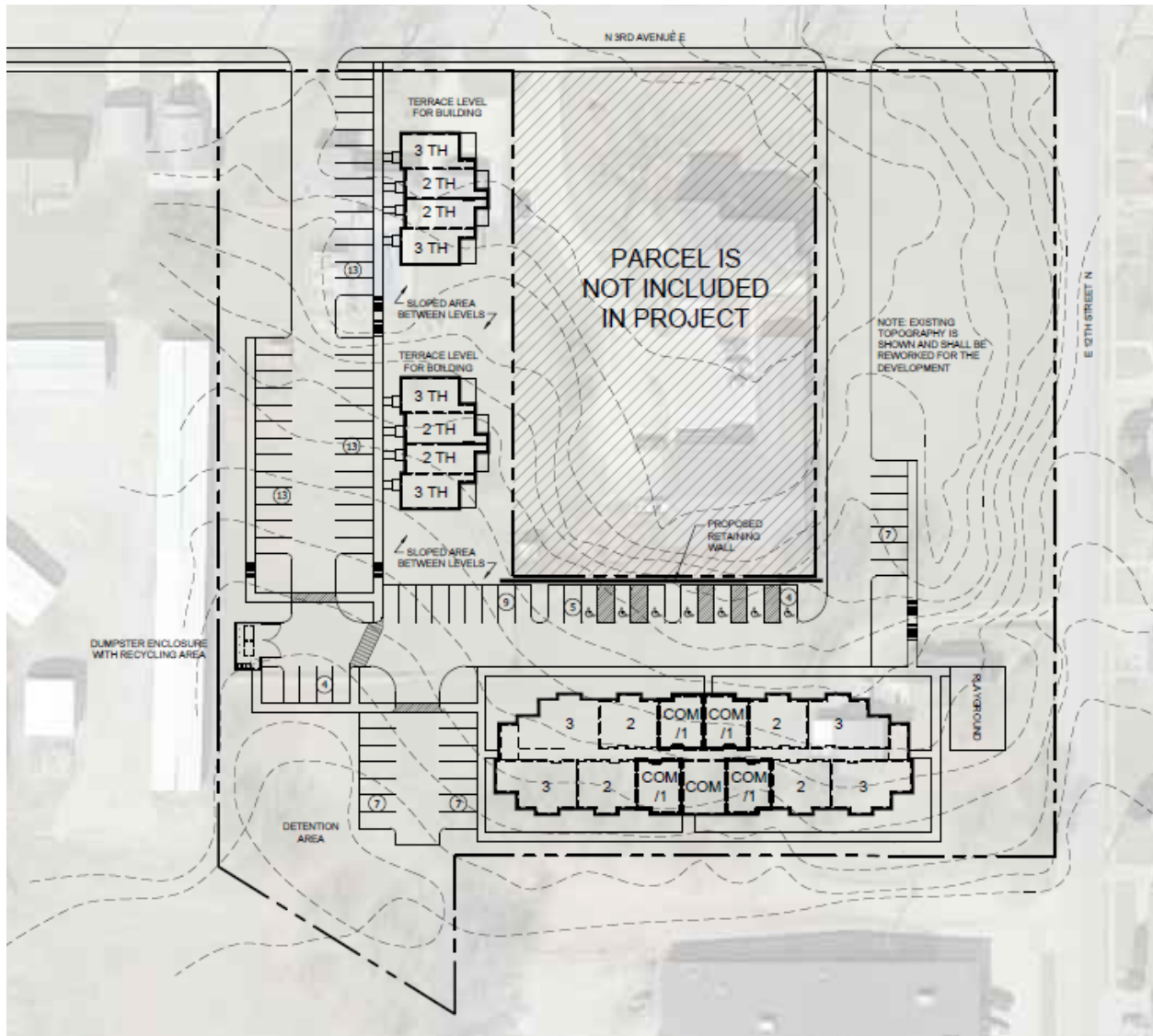
Site Plan (as seen below), though subject to change as we refine the design, shows how we plan to maximize the buildable area of the parcel. It also provides good traffic flow in and out of the Site from N 3rd Avenue E and has been engineered to ensure that emergency vehicles will have adequate access to the buildings. While we expect to build 40 -units, which includes 8 townhomes, we want to acknowledge that it is still early in this process and the unit count could change by 10% in either direction. Our goal is to craft a proposal that maximizes the points available under the competitive 9% LIHTC program and meets all of the design and financial underwriting requirements of the program. As Pivotal and the City work through the design process, the final unit count will be determined to best position the project to secure funding.



In 2022, Pivotal had this project under contract for \$215,000. In 2023, in order to maximize scoring, The City agreed to sell the property for \$1. This year, Pivotal is offering approximately \$140,000 to purchase the site for development based on our conceptual model. Our complete offer is that we will defer our developer fee to the maximum extent allowed by IFA

under the 9% tax credit program. We believe that the most important goal of this project is to be awarded the 9% tax credits that make it financially viable. IFA only allows deferred fee up to the amount of cashflow the project has over 15 years. Pivotal is prepared to apply with the maximum allowable deferred fee to pay the City of Newton the highest possible price for the land. Our offer is contingent on the award of 9% tax credits and the completion of common due diligence like Environmental and Geotechnical reviews. Pivotal has successfully negotiated purchase contracts and amendments for this property with City staff and the City’s attorneys before and we feel confident that the terms contained in those agreements will be applicable here. More information can be found in Exhibit E: Letter of Intent.

Pivotal Housing Conceptual Site Plan for The Hatchery in 2025



The Pivotal solution to the site and building design of The Hatchery development has taken very careful consideration. Due to the site topography and unique configuration, each building and parking area required studying to ensure that the final solution would be feasible.

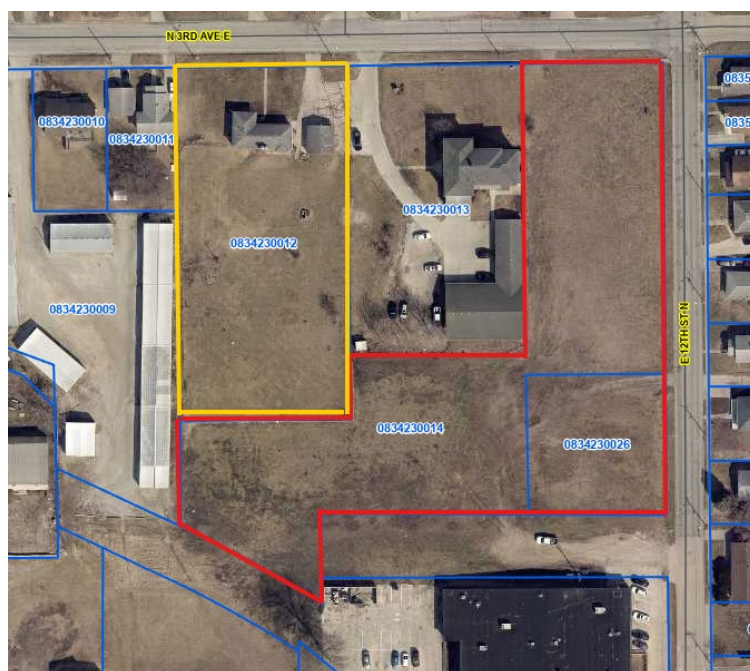
For a successful project on a sloping site, this starts with building placement and is the key to a project that works. First, by orienting the largest building(s) in parallel with topography lines this allows the necessary grading to occur around the building. This creates terraces that can be used for accessibility compliant parking and routes to the building. Second, the approach used in our layout is through the detailed placement of townhomes. Since not all of the development could occur on the flattest part of the site, the townhome product has the unique ability to allow stepping of buildings in order to assist in proper grading. By terracing levels for these townhomes, this ensured that the site would be able to both provide the necessary fire access while also accomplishing the unit count needed for the financial viability of the project.

Pivotal's History in Newton

Pivotal has been interested in Newton since 2011 when we started planning for Newton Place, a 53-unit senior housing development at 222 North 4th Avenue West, that was awarded tax credits in 2013 and completed in 2015. Since then, we have been running at capacity with a long waiting list for any units that become vacant. Pivotal has always passed our IFA inspections and the property has a part-time community coordinator that plans: parties, bingo nights, and “field trips”. Our property management team maintains the property at the highest levels and passersby would hardly realize it is 10 years old.

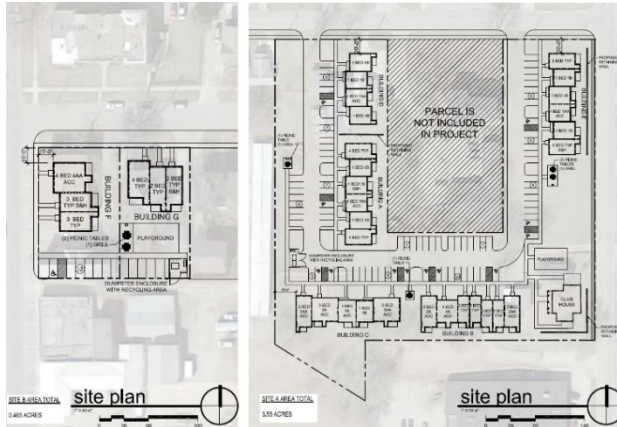
In 2020, 5 years after the completion of Newton Place, Pivotal began looking for its next project in Newton. It had been several years since the Maytag Hotel received funding from IFA and we believed that the market was ripe for another project. We started looking at the “DMAC parking lot” and only became aware of The Hatchery site after another developer had secured site control. That developer was ultimately unsuccessful and when their project failed to even apply for tax credits, Pivotal was ready to start working on it.

In 2021, Pivotal sought and secured site control of what was then the Hatchery site. After extensive site planning research our design team, City Staff, and representatives from NHDC helped determine that the original “L” shaped site just wasn’t suitable for multi-family development on its own (shown in red). We could fit a building on the site, but we couldn’t find a way to provide emergency service access and proper circulation for parking due to the topography of the site, which slopes more steeply at the southwestern end of the parcel. We identified the need to acquire the lot at the northwest corner of the site (shown in yellow). At the time it was privately owned, but available for purchase. NHDC, the City, and Pivotal worked together to secure site control of that property and enable the development to move forward.



It was also during 2021 and into 2022 that that same team worked together to apply for and receive the conditional use that allows multi-family development. Pivotal took the development lead on the conditional use process and paid for all 3rd party studies and the other fees associated with application, even though the formal applicants were the current owners, NHDC and the City.

Our 2021 application was for a scattered Site Townhome development and also included 2 lots at the corner of E 4th Street N and N 2nd Avenue E that the city also owned. That year's application

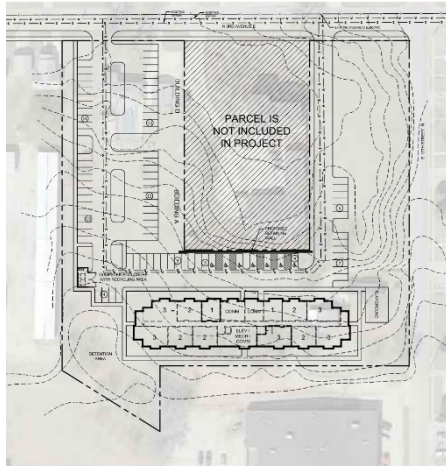


requirements encouraged us to pursue this type of development, even though it required additional land, to score the most points. We also maximized scoring across all of the IFA categories. Despite that, our application was rejected based on tiebreaker. In the 2021 award cycle, we all missed out funding for this project by less than 1 point.

After such a narrow loss, we- NHDC, the City and Pivotal- were back at it again in 2022 to prepare for the 2023 IFA application. As a team, we were focused on what we could do to score additional

points. IFA revised the QAP extensively in 2022 and the townhomes and scattered site design no longer maximized the points available in the competitive scoring. Now the key to maximizing scoring hinged on 2 things: 1) Securing a donation of the land and 2) securing a Community Housing Development Organization- a HUD designation for nonprofits that serve the community.

So Pivotal went to work, with the help of City staff, to revise our purchase agreement and justify the sale of the land for \$1 to the City Council. After the near miss the year prior, the City Council was able to see the importance of even a fraction of a point and showed dedicated support to the project by committing to the sale of the land for \$1.



We were not as successful in attracting a CHDO partner, despite Pivotal offering an attractive financial package to them. There are only 3 recognized CHDOs in Iowa and Pivotal approached them all. We were rebuffed, not because they didn't like the project, but rather because they had other priorities closer to their home cities. Unwilling to let the Hatchery be denied again, we worked with a local nonprofit, Discover Hope, to attempt to get a local organization qualified. Pivotal and Discover Hope worked tirelessly up to the last minute to secure the CHDO designation, but ultimately were not able to meet the threshold in time for application. The project did not receive the 2 points for CHDO participation. The project missed out on funding by 1 point in the final allocation of IFA's projects.

In 2023, IFA launched the Thriving Communities program. Pivotal encouraged Newton to apply and try to help the City with their application in any way they could. The 2 points available to any City with the designation was just what the team needed to finally secure funding for the project. Newton put together a strong application, but it fell short. Our plan was thwarted again.

Together, after much careful thought, Pivotal, the City, and NHDC decided that rather than play and likely miss out on funding again it was better to wait for the right time. This year, Newton was successful in its application to IFA for the Thriving Communities designation. Now is the right time, Pivotal is the right developer, and The Hatchery is in the right place to finally move forward.

Challenges and Opportunities

Opportunity: Changes to the 2025 IFA QAP

IFA made some changes to the QAP in the year 2025 that are favorable to the project in the City of Newton. First and foremost, we are getting 2 extra points for Thriving Communities. Congratulations to the elected officials and staff on achieving that designation.

IFA made 2 changes to the way basis boosts are awarded. IFA increased basis boost from 10% to 20% for rural communities. This means that we are getting 10% extra LIHTC equity compared to previous years. This year IFA added an opportunity to receive another 10% basis boost for projects that provided townhomes. This extra 10% provides the funding to provide the more expensive housing style. We believe it helps fill a gap in the market for rental townhomes in Newton- offering residents a new option.

Lastly, as per 2025 QAP, tiebreaker criteria (iii), the developer that has not received an award in the longest time will get a preference. Since Pivotal did not get an award last year, we are more likely to win an award in the case of a tie.

Opportunity: Central Iowa Housing Trust Fund

As part of our applications in past years, Pivotal has been successful in engaging the Central Iowa Housing Trust in supporting the project. In the past, this has come in the form of either a grant or a below market rate loan. It is too early to be sure what form of support will best help The Hatchery succeed in this year's 9% LIHTC application round, but we will seek to leverage the relationships we have built with CIHTF over the last few years to secure it.

Opportunity: Self-manage

Pivotal Housing Partners is a long-term owner manages all of it's own properties. Very few LIHTC developers manage their own properties, it is an important consideration. The Development Team will work on the project for approximately 2 years, but the property management team will be in place for over 2 decades. By self-performing property management, we can be assured that the onsite treat each building as if it were their own home.

Later in the proposal, we will provide more information on our Property Management team, they are a key to our long-term success. Newton

Place stands as a testimony to the success of our management model. Not only is the facility still in tip-top shape after more than a decade, but our residents in Newton have created a tight-knit community that celebrates holidays, birthdays, and new grandchildren as a group. Our property management team also coordinates services, training, and health and wellness programming that is available to all of its



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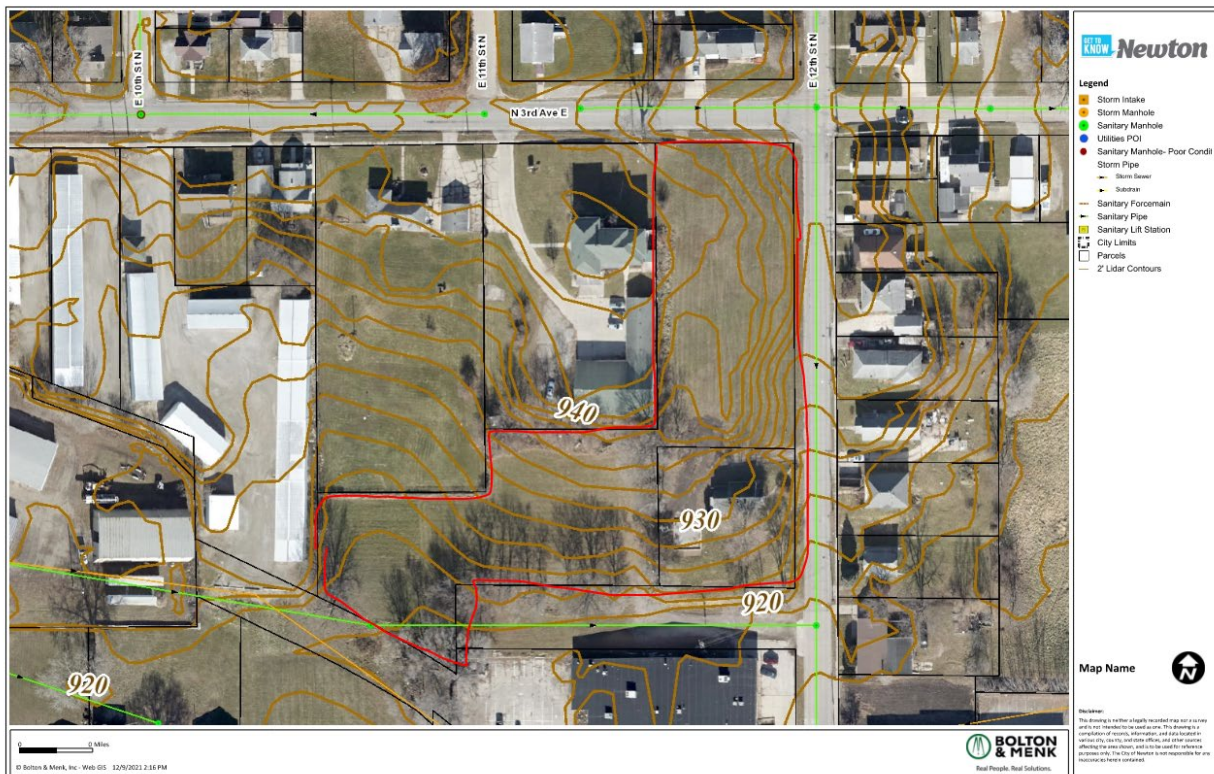
staff

but

residents. Newton Place is not just a building – more importantly, Pivotal has created a community, and it is our property management team on the ground day-in and day-out that made that happen.

Challenge: Sloping Grades

The biggest challenge facing this site is the sloping grades. They hinder the development options and require careful planning to build around without creating the need for costly retaining walls. Pivotal performed extensive research of the available contour data to better understand the topography of the site. We knew moving forward that this would be the key to a successful site layout – one that would work for the residents and meet all accessibility requirements.



Not only was this important to make sure that our project was viable- financially and structurally, but we also had to plan for stormwater detention and control. We recognized early on that once we created substantial impervious surface on the site, it would increase the run-off, cause erosion, and ultimately make the current challenge worse. With the proper topography data in hand, our team was able to identify the high and low points and design a stormwater detention pond that would connect to the City's infrastructure.

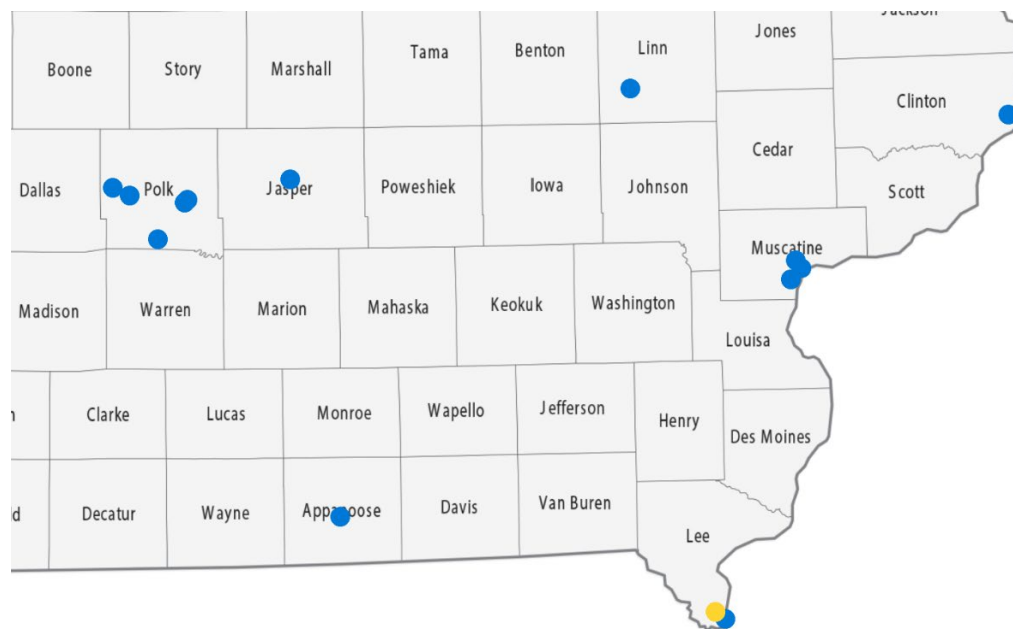
Pivotal Background

Pivotal Housing Partners has been involved in the development, construction, and management of multi-family communities since 1993. With over 10,000 housing units developed across 120+ projects in 15 states, we have established a strong presence in the workforce and senior housing industry. Our continuous growth is fueled by our innovation and passion, derived from 30 years of experience and a dedicated team of over 150 members. We are singularly focused on developing high-quality workforce and senior housing to cater to those who need it the most.



Pivotal develops various types of affordable housing projects including multi-family, rehabilitations, new construction, adaptive reuse, single-family, urban infill, sustainable development, mixed income / mixed-use development using LIHTC, historic credits, HUD/FHA financing, conventional financing and other incentives including TIF and opportunity zones.

Pivotal has been developing projects in Iowa since 2010. Our first project in Iowa was Meadow Vista Parkside, which was awarded in 2010. Since then, Pivotal has developed 13 projects in 14 years in Iowa. We also have a project currently under construction in Keokuk, Iowa. We developed Newton Place Apartments in 2013 and now have hands-on experience developing and managing a property in the city of Newton. Below is the map of properties developed and managed by Pivotal in Iowa:



- Fully operational
- Under Construction

The complete list of Pivotal projects developed and/or managed in 15 states is attached as part of Exhibit D.

Pivotal values its long-term partnerships and relationships with non-profits and public agencies and continues to try to build relationships like those with others. Pivotal differentiates itself by its commitment to working with communities and residents to execute on community goals such as local hiring, green environmental standards, contextual design, collaboration in planning, development and service provision, partnership development and its ability to execute developments that help implement communities' revitalization plans which directly benefit the neighborhoods in which it works. The result has been recognition for these communities and for Pivotal's partners which helps accelerate the momentum of progress and the community's enthusiasm for revitalization. Pivotal believes its success is measured by the legacy it creates in the communities it serves, and its development team is committed to the development of Woodlawn Central.

Brian McGeady and Michael Riechman are the co-managing partners of Pivotal. Under their leadership Pivotal has grown from approximately 5400 units to over 10,000 units in less than 5 years.

Brian McGeady, Managing Partner



Brian McGeady guides the development activities of the affordable housing division responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. Product types include senior communities, multifamily and single-family homes financed with both 9% and 4% credits.

Michael Riechman, Managing Partner

Michael Riechman is responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance. Prior to joining Pivotal, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million



Wyllys Mann, Senior Vice President

Wyllys has over 15 years of experience across a variety of real estate subsectors. Prior to joining Pivotal as Regional Director of Development and then Senior Vice President for the Upper Midwest, Wyllys Mann was Director of Innovation at Baird & Warner Real Estate Services, one of the nation's oldest and largest family-owned real estate sales companies. Before that he helped to launch Affordable Community Energy, a New Market Tax Credit financed energy efficiency and renewable energy company, which was recognized by the Obama White House and the Department of Energy as a critical contributor to the fight against climate change. Earlier in his career Wyllys gained experience with residential and commercial tax credit developments, including the Chicago Housing Authority's 3 phase redevelopment of Rockwell Gardens and the Washington Park SRO, Chicago's first LEED accredited Low Income Housing Tax Credit property. His leadership goes beyond the office. He is the Vice President of Neighborspace, a public private partnership that transforms vacant lots into community gardens and co-founder of Hyde Park International, an adult recreational soccer club with participants from more than 30 countries. Wyllys was the Michael Smurfit School of Business MBA Class of 2008 "Future Thinker" Scholar. He was among the first generation of LEED Accredited Professionals and is also a Building Performance Institute Certified Building Analyst and BPI Certified HVAC Professional.

Project Experience

Project One: Eagles Point

Residence at Eagles Point, Eaton, Ohio is an exemplary project developed and managed by Pivotal. It shows Pivotal's commitment towards community development along with its ability to collaborate with supportive services to create a better living experience for its residents. Residences at Eagle's Point is a 40-unit adaptive reuse of the former Eaton High School that will create affordable housing for families in the City of Eaton. The site is located in downtown Eaton in an area where residents will have access to local businesses and services within walking distance. The proposed design provides a mix of 1-, 2-, and 3-bedroom units with accessible & universal design features, an energy efficient design, and a comprehensive list of modern unit amenities. Community amenities include on-site management, a multi-purpose room with kitchenette for resident events, theater room, fitness center and an outdoor playground



The development was a partnership with a local non-profit, The HIT Foundation, and involved the historic adaptive reuse of a former school building. The HIT foundation converted the old gymnasium into a public space. They also collaborated with partners to open a community theatre and Bistro-style café. Additionally, Sinclair Community College offers educational services to members of the public on-site in their workforce development center. This unique combination of affordable housing and public community spaces is what makes the HIT Foundation and Pivotal's vision so unique. This development is a prime example of how redevelopment projects can turn areas with low utility into a valuable and vibrant part of the local community.



Project Two: Cicero Sr Lofts



Cicero Senior Lofts is another example of a LIHTC project developed and managed by Pivotal. Cicero Senior Lofts is a 62-unit senior apartment complex located in the Garfield Ridge neighborhood in the City of Chicago. In partnership with the Alderman's office and multiple local nonprofits, Pivotal was able to turn a rundown motel with an unsavory reputation into much needed senior housing. The Cicero Avenue corridor is very commercial in nature and amenity rich, but the surrounding blocks are residential single-family homes,

giving it a more residential feel with close proximity to key amenities. Cicero has 8 studio, 40 one bedroom and 8 two-bedroom units reserved for residents with 30% and 60% AMI. The project has market rate units and Chicago Housing Authority project-based vouchers creating a community which is economically and socially diverse. Pivotal has partnered with Thresholds to provide supportive service for residents. The project is financed with layered public and private financing including 9% LIHTC, City of Chicago Home Fund, City of Chicago Trust Fund and Private Debt

Project Three: Francis Sr Lofts

Francis Senior lofts in Jackson, Michigan is a senior project located just south of downtown Jackson. The project has 11 one-bedroom and 34 two-bedroom units serving 30% and 60% AMI population. Along with that the project has 3,730 sq ft of commercial space on first floor. Pivotal partnered with Jackson Housing Commission on this project. The project has a fitness center and a computer learning center. Under a comprehensive empowerment plan, residents are provided services related to employment, education, Daycare, financial literacy, Health & Wellness, and other regularly scheduled activities. This project has 7 project-based vouchers from Jackson Housing Commission and has Federal Home Loan Bank funding in addition to conventional Perm Loan. The project successfully went through Subsidy Layering Review and is operating at 95% occupancy.



The Numbers

Pivotal plans to use 9% LIHTC Equity along with Iowa Finance's HOME loan to finance the project. We will have a first mortgage in the amount of \$475,000. There will be a grant of \$35,000 available from CIHTF. In addition to that, we plan to defer \$365,721 in developer fee to support the project. We also plan to have energy tax credit equity (45L) to make this project financially viable.

Development cost – We are assuming a total development cost of \$12,246,436 (\$306,161 per unit). Out of this, the hard construction cost will be \$7,742,746 (\$193,569 per unit) and construction contingency will be \$387,137 (\$9,678 per unit). The total soft cost will be \$1,154,108 (\$28,852 per unit) and financing cost will be \$945,500 (\$23,638 per unit). The project will have an operating reserve in an amount of \$158,390 and total developer fee will be \$1,718,555.

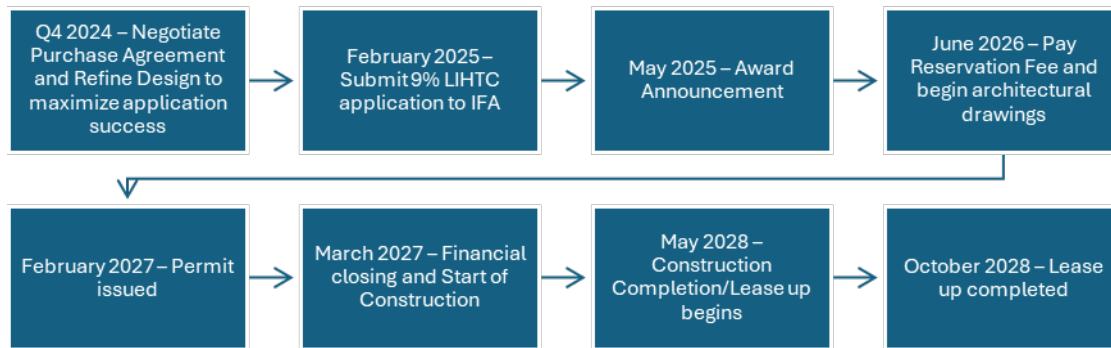
<u>Sources</u>		Per Unit
Limited Partner- Low Income Housing Tax Credit Equity	\$ 10,853,915	\$ 271,348
Managing Member	\$ 100	\$ 3
Perm	\$ 475,000	\$ 11,875
Deferred Developer Fee	\$ 365,721	\$ 9,143
IFA HOME Loan	\$ 500,000	\$ 12,500
CIHTF Grant	\$ 35,000	\$ 875
Energy Tax Credit Equity (45L)	\$ 16,700	\$ 418
Total	\$ 12,246,436	\$ 306,161
<u>Uses</u>		
Land	\$ 140,000	\$ 3,500
Construction Cost	\$ 7,742,746	\$ 193,569
Construction Contingency	\$ 387,137	\$ 9,678
Financing Cost	\$ 945,500	\$ 23,638
Soft Costs	\$ 1,154,108	\$ 28,853
Operating Reserve	\$ 158,390	\$ 3,960
Developer Fee	\$ 1,718,555	\$ 42,964
Total	\$ 12,246,436	\$ 306,161

PROJECTED CASH FLOW - NOI							
Year	Gross Affordable Rental Income	Effective Gross Rental Income	Total Expenses	Net Operating Income	Total Permanent Debt Service	Cash Flow	DSC
2026	-	-	-	-	-	-	
2027	159,890	149,814	(155,409)	(5,595)	-	(11,429)	
2028	391,416	366,749	(272,954)	93,795	(40,229)	39,146	1.97
2029	399,240	374,080	(280,922)	93,158	(43,432)	34,873	1.80
2030	407,220	381,557	(289,125)	92,432	(43,432)	33,702	1.78
2031	415,364	389,188	(297,570)	91,618	(43,432)	32,429	1.75
2032	423,672	396,972	(306,264)	90,708	(43,432)	31,047	1.71
2033	432,145	404,911	(315,213)	89,698	(43,432)	29,549	1.68
2034	440,788	413,010	(324,427)	88,583	(43,432)	27,933	1.64
2035	449,604	421,270	(333,912)	87,358	(43,432)	26,191	1.60
2036	458,596	429,695	(343,676)	86,019	(43,432)	24,320	1.56
2037	467,768	438,289	(353,729)	84,560	(43,432)	22,313	1.51
2038	477,123	447,055	(364,078)	82,977	(43,432)	20,166	1.46
2039	486,666	455,996	(374,732)	81,264	(43,432)	17,872	1.41
2040	496,399	465,116	(385,700)	79,416	(43,432)	15,424	1.36
2041	506,327	474,418	(396,992)	77,426	(43,432)	12,818	1.30
2042	516,453	483,906	(408,617)	75,289	(43,432)	10,046	1.23
Total	6,928,671	6,492,025	(5,203,320)	1,288,704	(648,275)	366,400	

As shown in the proforma, we will be charging \$576 for one bedroom (rent reduced at 40% AMI), \$685 - \$800 for two-bedroom (rent reduced/restricted at 40% - 60% AMI and \$900 - \$950 (rent restricted at 60% AMI) for three-bedroom units. Based on the market study prepared in the year 2023, these rents will be at 5% to 23% advantage compared to achievable market rent.

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Timeline



Once we've secured confirmation from the City of Newton, our next step will be focusing on the IFA LIHTC application. Pivotal will work on finalizing a purchase agreement with the city and adjust our design to meet IFA's requirements. Our plan is to apply for IFA's LIHTC credits and HOME loan by February 2025, with the hope of receiving an award by May 2025.

After securing the tax credit award from IFA, we'll begin preparing detailed construction drawings and getting ready for the financial closing. We anticipate closing the project in March 2027, which will mark the start of construction. We expect the construction phase to be completed by May 2028, and our goal is to have all units leased by October 2028.

Property Management

For any affordable housing development, the property management team plays a crucial role in long term success. A strong argument can be made that Pivotal Management LLC is one of the foremost property managers of tax credit housing in the Midwest. Pivotal Management's tax credit management experience dates back to 1994, when the company took on its first tax credit property. Since then, Pivotal Management has grown to be one of the most respected property management companies in the region with more than 120 tax credit properties accounting for over 8,000 tax credit units. Pivotal Management currently manages tax credit properties in Iowa, Illinois, Ohio, Indiana, Michigan, Tennessee, North Carolina, Pennsylvania, Kentucky, Missouri, Kansas, Texas, Oklahoma, Georgia, and West Virginia.

Pivotal Management is recognized as an Accredited Management Organization® ("AMO") through the Institute of Real Estate Management ("IREM"). This prestigious designation is held by just over 500 of the nearly 10,000 property management companies operating in the U.S. The Senior Management Team has over 120 years of combined property management experience. The team includes three Certified Property Managers® ("CPM") as designated by IREM. Overall, Pivotal Management capitalizes on the skills of 100+ Associates with experience in Property Management, Compliance, Risk Management, Maintenance, Training, and Human Resources.

Services & Commitment to Residents

Pivotal Management manages a diverse range of products, including both market rate and affordable. Across the affordable portfolio Pivotal Management manages traditional multifamily units, senior congregate and single-story senior product (cottages), townhomes, and single-family lease-purchase homes (scattered site and greenfield). Not only are targeted populations unique across the portfolio, but the needs of residents are unique at each development.

With its vast experience, Pivotal Management is able to apply past lessons learned while developing a service program unique to each individual community. Pivotal Management often works in concert with non-profit partners to execute service programs that benefit a development's targeted population.



RESIDENT TESTIMONIAL

'Lucky Me! I looked at many places and then found Harrison Lofts. It has a great location and a beautiful property with a park nearby. It's also close to Walgreens, restaurants and the grocery store. It was almost too good to be true! The price was right with smiling faces, it's brand new and also pet friendly! I was looking for a nice and safe place to live. Lucky me I found a beautiful home and now I am smiling, too! Harrison lofts has it all!'

- Judy Richards, Harrison Lofts, Muscatine, IA

Executing service programs requires a great deal of coordination and cooperation with local service agencies. These services include but are not limited to continuing education and job trainings, Budget Counseling, Family Self-sufficiency programs, Health care prevention and services, Meals and Nutrition, Transportation Services, Credit Counseling, Home Health Services referrals, and Wellness programs.

Because each community is unique, community managers have latitude with the resident programs/activities offered. Residents are encouraged to give input so programs and activities can be tailored to produce the best results. Pivotal Management is totally committed to its residents. A number of creative programs have been implemented to ensure the best possible experience for residents.

24-Hour Contact Center

The contact center supplements Pivotal Management's on-site sales process. The contact center is equipped with real-time availability, amenities, directions, and office hours for every Pivotal Management community. Outfitted with this information, a contact center sales associate can qualify a future resident and set an appointment for the community manager. Additionally, the resident information is fed directly into our YARDI system, a guest card is created, appointment scheduled, and the on-site team is notified. The contact center brings several unique, significant advantages beyond that typically found with our competitors, several are listed below:

Industry Averages	Contact Center Averages
Percent of Calls Answered – 52%	Percent of Call Answered – 97% (Open 24/7)
Percent of E-mails Answered – 10%	Percent of E-mails Answered – 100%
Call to Appointment Conversion – 8%	Call to Appointment Conversion – 42%

The statistics show both customers and Pivotal Management benefit. Residents/Potential residents are almost guaranteed to reach a live voice when calling and will have e-mails returned within an hour. Customers deserve this level of responsiveness, and this far outshines the experience our competitors provide. Pivotal Management expects to generate additional leases based on the call center driving more customers to schedule appointments resulting in a larger volume of on-site appointments and conversions to additional leases.

The Pivotal Promise

If a resident signs a lease at any Pivotal managed property and loses his/her job within the next 12-months, Pivotal Management will allow that resident to terminate his/her lease and move without penalty or damage to his/her credit.

Exhibits

- Exhibit A: Conceptual Drawings,
 - Conceptual Site Plan
 - Sample Floorplans, including interior renderings
 - Conceptual Renderings
- Exhibit B: Project Proforma Budget
- Exhibit C: Photos of Pivotal's Completed Iowa Projects
- Exhibit D: Pivotal Management Resume and Complete Portfolio list
- Exhibit E: Letter of Intent

PROJECT TEAM:

OWNER:

THE HATCHERY LLC

9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

DEVELOPER:

PIVOTAL HOUSING PARTNERS LLC

9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

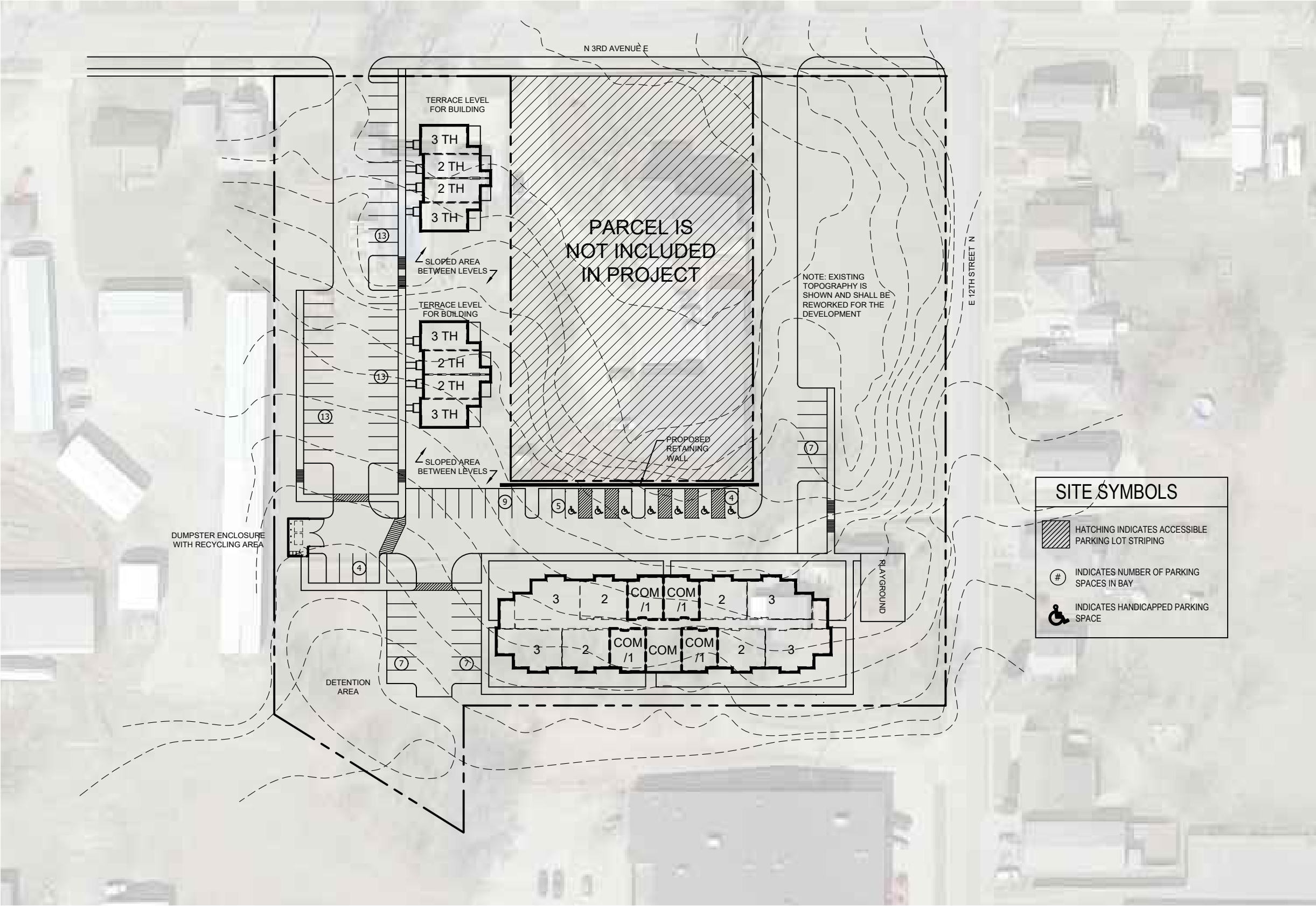
ARCHITECT OF RECORD:

BDCL ARCHITECTS, PC

9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1154

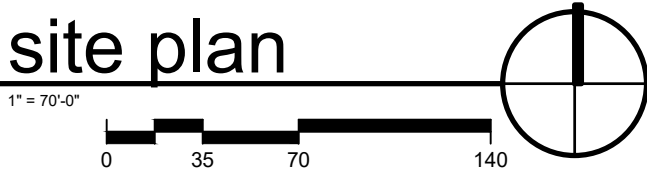
DRAWING INDEX:

00	COVER SHEET
01	SITE PLAN
02	1 BEDROOM - UNIT PLAN
03	2 BEDROOM - UNIT PLAN
04	3 BEDROOM - UNIT PLAN
05	2 BEDROOM TOWNHOME - UNIT PLAN
06	3 BEDROOM TOWNHOME - UNIT PLAN
07	REPRESENTATIVE PLANS WITH FINISHES
08	REPRESENTATIVE PLANS WITH FINISHES
09	REPRESENTATIVE RENDERING
10	REPRESENTATIVE RENDERING

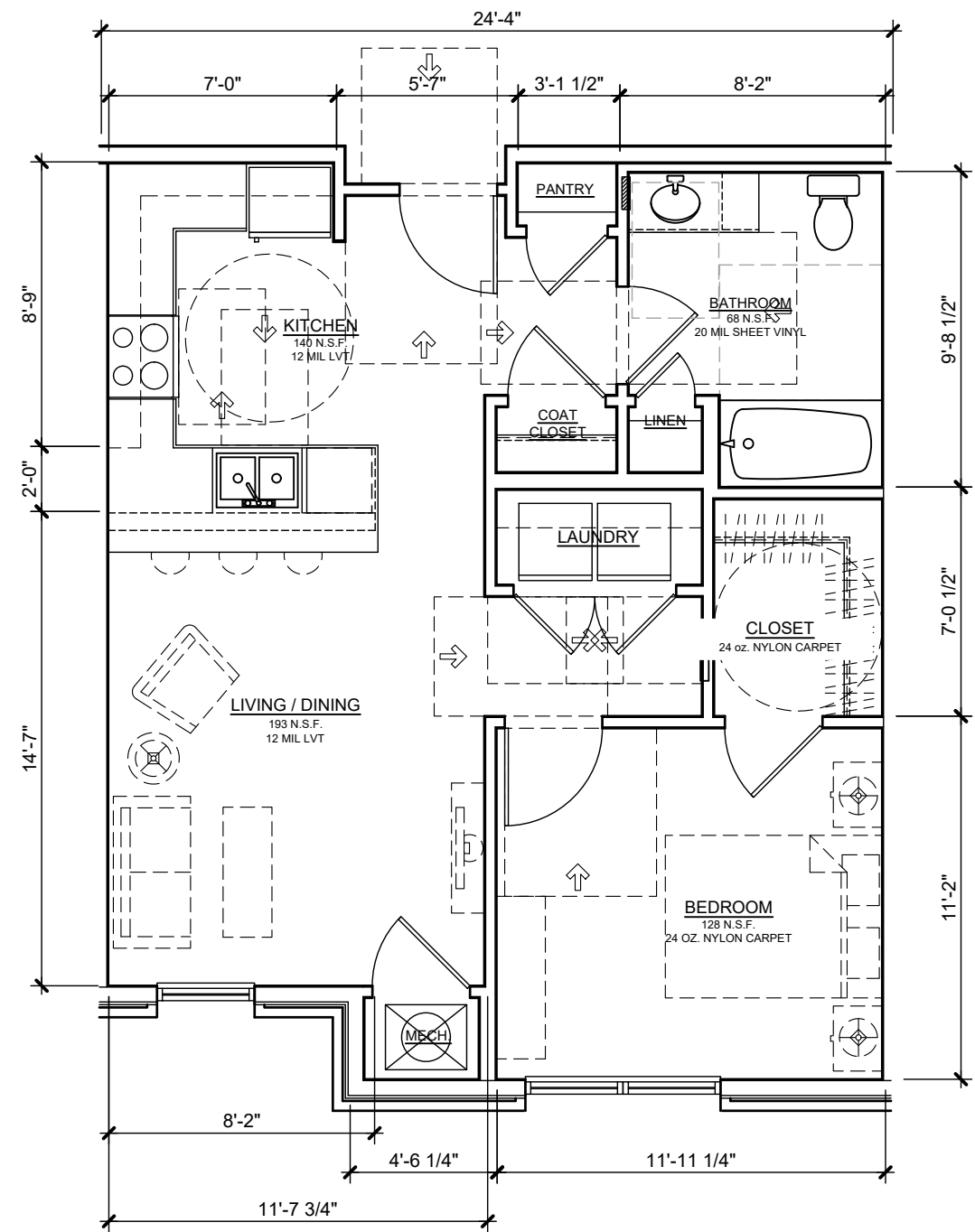


PROPOSED UNIT MIX:
1 BEDROOM - 8 UNITS
2 BEDROOM - 16 UNITS
3 BEDROOM - 16 UNITS
TOTAL - 40 UNITS
PARKING:
TOTAL REQUIRED: 80 SPACES (2 SPACES PER UNIT)
TOTAL PROVIDED: 82 SPACES (7 ACCESSIBLE)
LAND:
3.54 ACRES

- DEVELOPMENT WILL BE PROVIDED WITH THE FOLLOWING AT A MINIMUM:
1. A "NO-SMOKING" POLICY SHALL BE IMPLEMENTED AND ENFORCED.
 2. AN OUTDOOR AREA HAS BEEN PROVIDED FOR CHILDREN WHICH CONTAINS A PLAYGROUND WITH 5-7 COMMERCIAL-GRADE PLAY COMPONENTS WITHOUT THE USE OF WOOD (AT LEAST 2 WILL BE ELEVATED).
 3. CONCRETE SIDEWALKS WILL PROVIDE ACCESS TO A CITY PUBLIC WAY FROM EACH ENTRANCE DOOR.
 4. TRASH ENCLOSURES WILL BE SCREENED FROM VIEW.
 5. VIDEO SECURITY SYSTEM SHALL RECORD ACTIVITY ACROSS ENTIRE SITE INCLUDING PARKING AREAS, STAIRWAYS, ELEVATORS, HALLWAYS AND ENTRANCES TO NON-TENANT SPACES. CAMERAS IN CORRIDORS SHALL BE PLACED IN SUCH A WAY THAT ALL UNIT ENTRANCES ARE COVERED. RECORDINGS WILL BE MAINTAINED FOR A MINIMUM 30 DAYS.
 6. ADEQUATE SITE LIGHTING SHALL BE PROVIDED TO ENSURE SAFE AND SECURE TRAVEL FROM PARKING AREAS.



1 BR / 1 BATH UNIT
DWELLING NET SF: 639 sf
DWELLING MIN SF: 625 sf



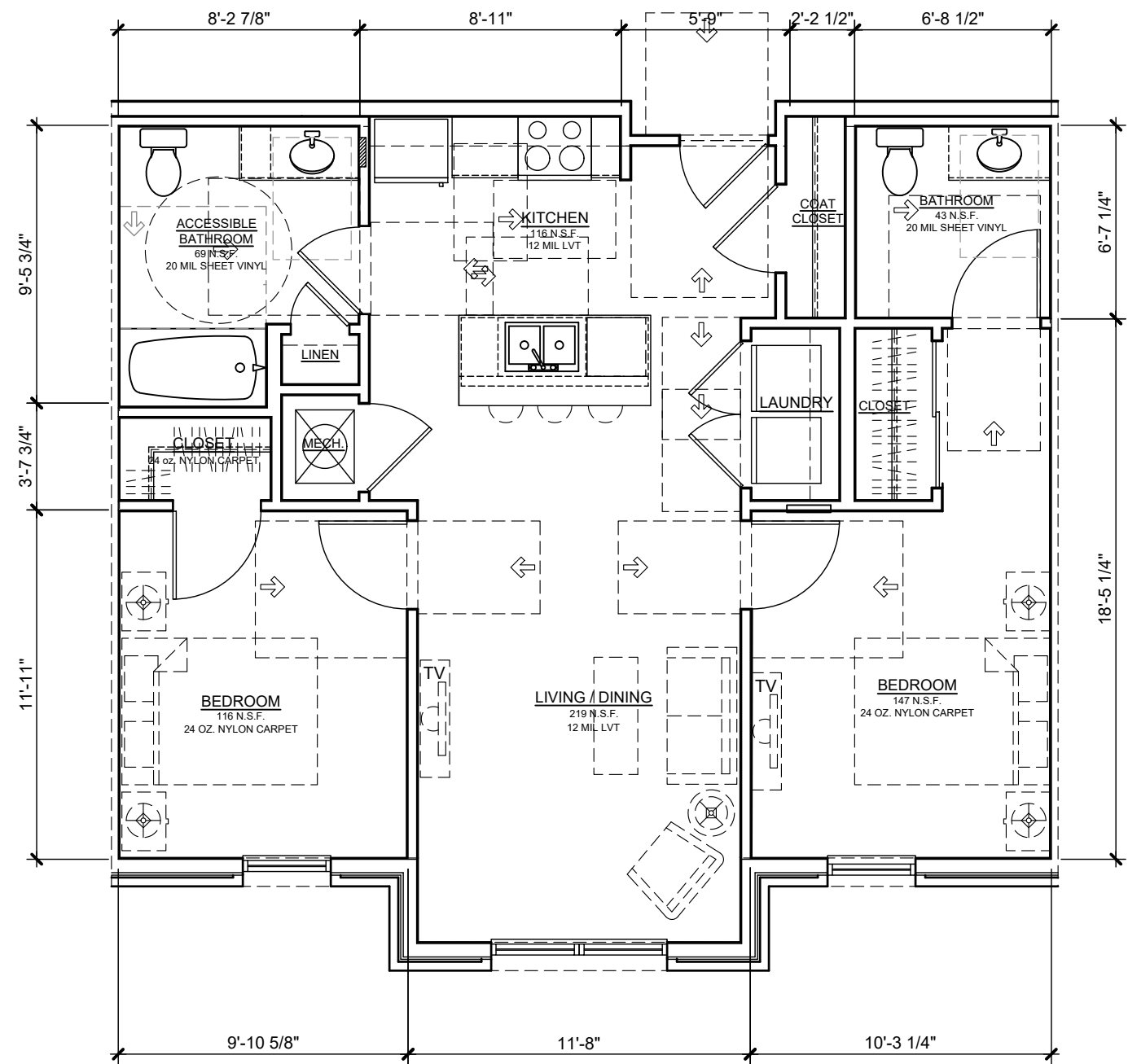
unit plan
3/16"=1'-0"

SQUARE FOOTAGES OF UNITS VARY PER EXTERIOR WALL CONDITIONS AND ADJACENCIES TO OTHER SPACE TYPES, REFER TO BUILDING FLOOR PLANS.

ALL UNITS WILL BE PROVIDED WITH THE FOLLOWING AT A MINIMUM:

1. UNIT ENTRY DOORS WILL BE SOLID CORE WOOD, INSULATED METAL OR FIBERGLASS WITH 180-DEGREE PEEPHOLE, LOCKSET AND DEADBOLT LOCK WITH 1 INCH THROW. ENTRY DOOR FRAMES WILL HAVE STEEL FRAMES.
2. ALL KITCHENS WILL HAVE A COOKTOP, AN OVEN, A MICROWAVE, A COOLING/FREEZING UNIT, A BUILT-IN DISHWASHER, AND A SINK. ALL APPLIANCES WILL BE ENERGY STAR IF THAT DESIGNATION IS AVAILABLE
3. WATER CONSERVING MEASURES SHALL BE PROVIDED, INCLUDING HIGH-EFFICIENCY WATERSENSE TOILETS THAT USE 1.28 GALLONS PER FLUSH OR LESS, FAUCET AERATORS THAT USE 1.5 GALLONS PER MINUTE OR LESS IN KITCHENS AND 1.0 GALLONS PER MINUTE IN BATHROOMS, SHOWERHEADS THAT USE 1.5 GALLONS PER MINUTE OR LESS.
4. CABINETS AND WOODWORK SHALL MEET ANSI/AWI STANDARDS FOR CUSTOM GRADE CABINETS AND HAVE THE KCMA A161/1 QUALITY CERTIFICATION SEAL
5. 12" DEEP VINYL COATED CLOSET RODS AND SHELVES WILL BE PROVIDED IN EACH BEDROOM CLOSET.
6. ALL INTERIOR PAINTS AND PRIMERS, ADHESIVES, CAULKS, AND SEALANTS WILL COMPLY WITH FEDERAL REGULATIONS APPLICABLE TO LOW VOC REQUIREMENTS.
7. ALL UNITS SHALL HAVE HEAT AND AIR CONDITIONING WITH EQUIPMENT THAT IS AT LEAST 13 SEER (14.5 SEER AND 8.5 HSPF FOR ELECTRIC HEAT PUMPS) AND USE R-410a REFRIGERANT THAT IS CHARGED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
8. IN-UNIT WATER HEATERS SHALL BE PROVIDED THAT HAVE A MINIMUM ENERGY FACTOR OF .93 FOR TANK-TYPE ELECTRIC WATER HEATERS.
9. BEDROOM CLOSETS SHALL BE 2' X 5' MINIMUM WITH A DOOR. 1 LINEN CLOSET 1.5' X 2' MINIMUM AND 1 COAT CLOSET SHALL ALSO BE PROVIDED THAT IS 2' X 3' MINIMUM.
10. ALL UNITS SHALL BE PROVIDED WITH IN-UNIT WASHER AND DRYERS
11. BUILDING WILL ACHIEVE HOME ENERGY RATING SYSTEM INDEX OF 70 OR LESS.

2 BR / 1.5 BATH UNIT
DWELLING NET SF: 824 sf
DWELLING MIN SF: 800 sf



unit plan

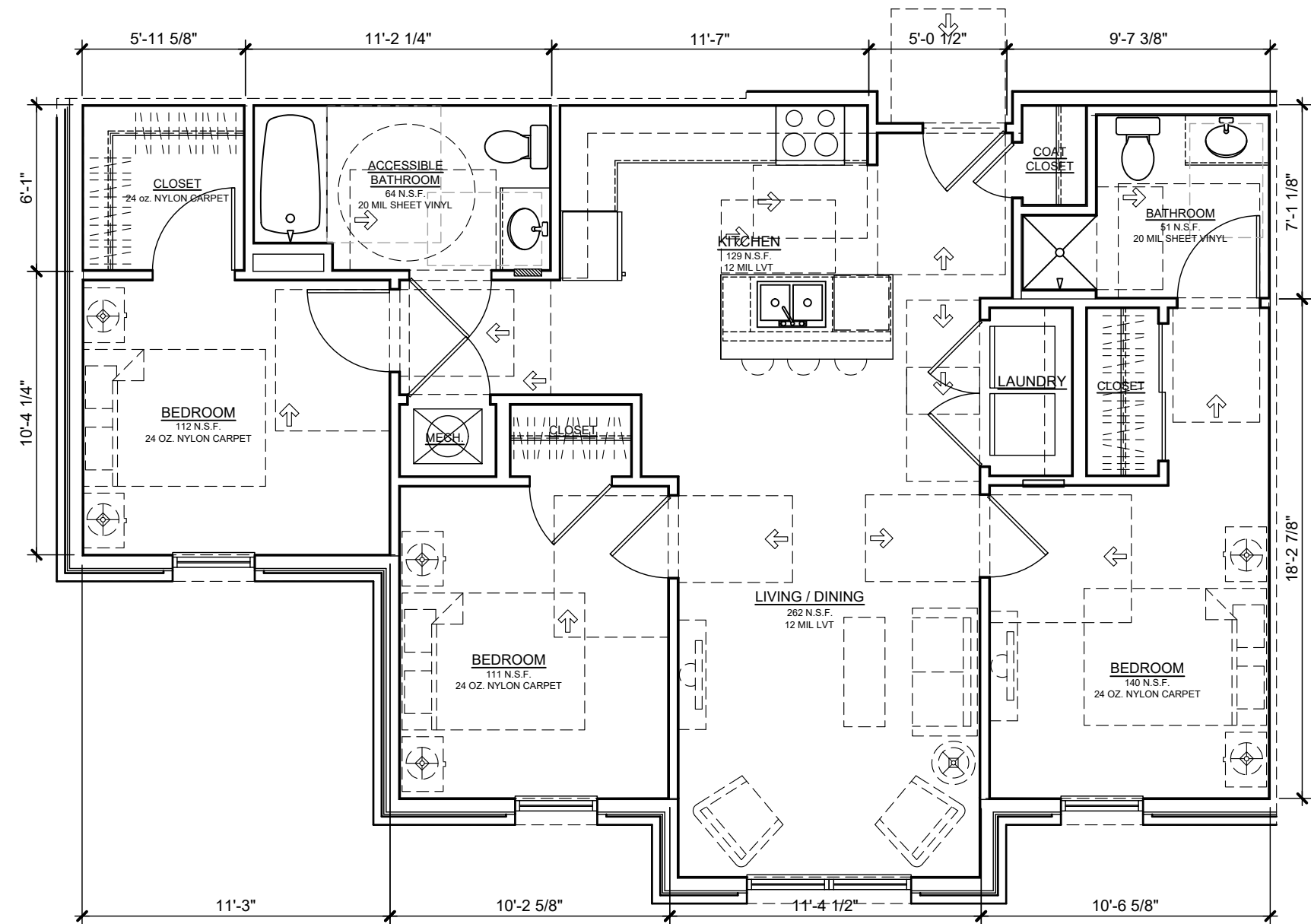
3/16"=1'-0"

SQUARE FOOTAGES OF UNITS VARY PER EXTERIOR WALL CONDITIONS AND ADJACENCIES TO OTHER SPACE TYPES, REFER TO BUILDING FLOOR PLANS.

ALL UNITS WILL BE PROVIDED WITH THE FOLLOWING AT A MINIMUM:

1. UNIT ENTRY DOORS WILL BE SOLID CORE WOOD, INSULATED METAL OR FIBERGLASS WITH 180-DEGREE PEEPHOLE, LOCKSET AND DEADBOLT LOCK WITH 1 INCH THROW. ENTRY DOOR FRAMES WILL HAVE STEEL FRAMES.
2. ALL KITCHENS WILL HAVE A COOKTOP, AN OVEN, A MICROWAVE, A COOLING/FREEZING UNIT, A BUILT-IN DISHWASHER, AND A SINK. ALL APPLIANCES WILL BE ENERGY STAR IF THAT DESIGNATION IS AVAILABLE
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4. CABINERY AND WOODWORK SHALL MEET ANSI/AWI STANDARDS FOR CUSTOM GRADE CABINERY AND HAVE THE KCMA A161/1 QUALITY CERTIFICATION SEAL
5. 12" DEEP VINYL COATED CLOSET RODS AND SHELVES WILL BE PROVIDED IN EACH BEDROOM CLOSET.
6. ALL INTERIOR PAINTS AND PRIMERS, ADHESIVES, CAULKS, AND SEALANTS WILL COMPLY WITH FEDERAL REGULATIONS APPLICABLE TO LOW VOC REQUIREMENTS.
7. ALL UNITS SHALL HAVE HEAT AND AIR CONDITIONING WITH EQUIPMENT THAT IS AT LEAST 13 SEER (14.5 SEER AND 8.5 HSPF FOR ELECTRIC HEAT PUMPS) AND USE R-410a REFRIGERANT THAT IS CHARGED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
8. IN-UNIT WATER HEATERS SHALL BE PROVIDED THAT HAVE A MINIMUM ENERGY FACTOR OF .93 FOR TANK-TYPE ELECTRIC WATER HEATERS.
9. BEDROOM CLOSETS SHALL BE 2' X 5' MINIMUM WITH A DOOR. 1 LINEN CLOSET 1.5' X 2' MINIMUM AND 1 COAT CLOSET SHALL ALSO BE PROVIDED THAT IS 2' X 3' MINIMUM.
10. ALL UNITS SHALL BE PROVIDED WITH IN-UNIT WASHER AND DRYERS
11. BUILDING WILL ACHIEVE HOME ENERGY RATING SYSTEM INDEX OF 70 OR LESS.

3 BR / 1.75 BATH UNIT
DWELLING NET SF: 1017 sf
DWELLING MIN SF: 1000 sf



SQUARE FOOTAGES OF UNITS VARY PER EXTERIOR WALL CONDITIONS AND ADJACENCIES TO OTHER SPACE TYPES, REFER TO BUILDING FLOOR PLANS.

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1. UNIT ENTRY DOORS WILL BE SOLID CORE WOOD, INSULATED METAL OR FIBERGLASS WITH 180-DEGREE PEEPHOLE, LOCKSET AND DEADBOLT LOCK WITH 1 INCH THROW. ENTRY DOOR FRAMES WILL HAVE STEEL FRAMES.
2. ALL KITCHENS WILL HAVE A COOKTOP, AN OVEN, A MICROWAVE, A COOLING/FREEZING UNIT, A BUILT-IN DISHWASHER, AND A SINK. ALL APPLIANCES WILL BE ENERGY STAR IF THAT DESIGNATION IS AVAILABLE
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4. CABINETY AND WOODWORK SHALL MEET ANSI/AWI STANDARDS FOR CUSTOM GRADE CABINETY AND HAVE THE KCMA A161/1 QUALITY CERTIFICATION SEAL
5. 12" DEEP VINYL COATED CLOSET RODS AND SHELVES WILL BE PROVIDED IN EACH BEDROOM CLOSET.
6. ALL INTERIOR PAINTS AND PRIMERS, ADHESIVES, CAULKS, AND SEALANTS WILL COMPLY WITH FEDERAL REGULATIONS APPLICABLE TO LOW VOC REQUIREMENTS.
7. ALL UNITS SHALL HAVE HEAT AND AIR CONDITIONING WITH EQUIPMENT THAT IS AT LEAST 13 SEER (14.5 SEER AND 8.5 HSPF FOR ELECTRIC HEAT PUMPS) AND USE R-410a REFRIGERANT THAT IS CHARGED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
8. IN-UNIT WATER HEATERS SHALL BE PROVIDED THAT HAVE A MINIMUM ENERGY FACTOR OF .93 FOR TANK-TYPE ELECTRIC WATER HEATERS.
9. BEDROOM CLOSETS SHALL BE 2' X 5' MINIMUM WITH A DOOR. 1 LINEN CLOSET 1.5' X 2' MINIMUM AND 1 COAT CLOSET SHALL ALSO BE PROVIDED THAT IS 2' X 3' MINIMUM.
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11. BUILDING WILL ACHIEVE HOME ENERGY RATING SYSTEM INDEX OF 70 OR LESS.

unit plan

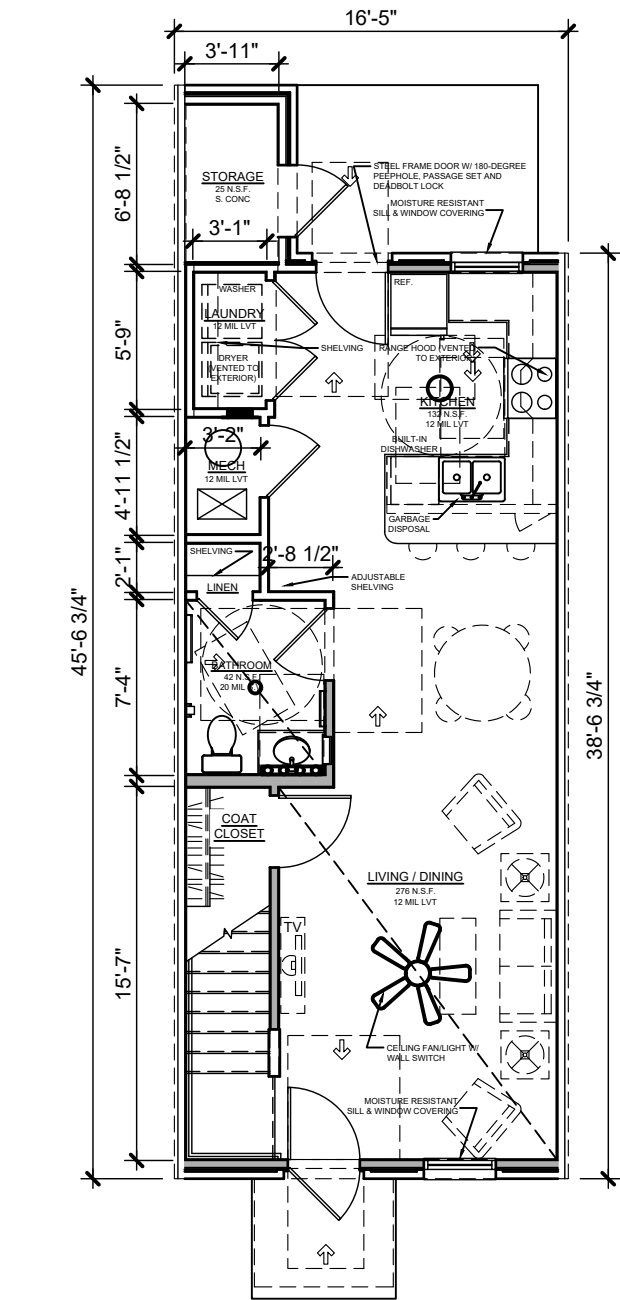
3/16"=1'-0"

2 BR / 1 BATH TH UNIT
NET UNIT SF: 1,000 sf
GROSS UNIT SF: 1,118 sf

SQUARE FOOTAGES OF UNITS VARY PER EXTERIOR WALL CONDITIONS AND ADJACENCIES TO OTHER SPACE TYPES, REFER TO BUILDING FLOOR PLANS.

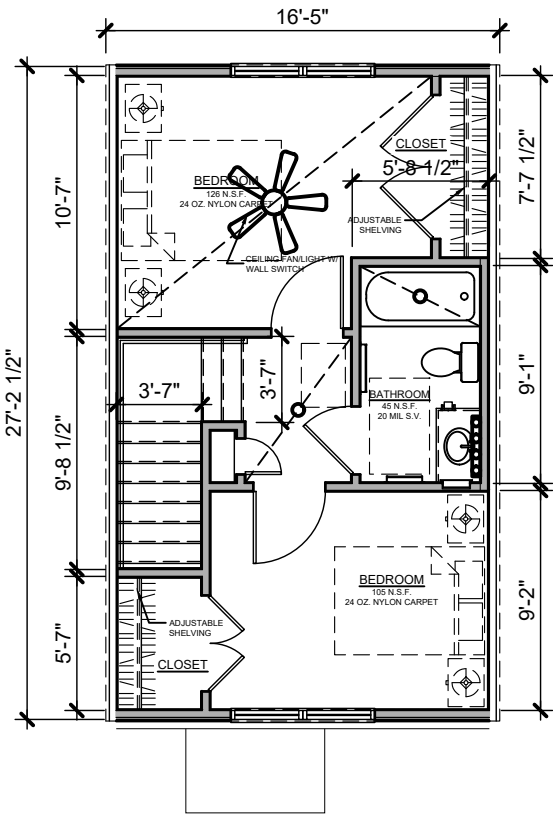
ALL UNITS WILL BE PROVIDED WITH THE FOLLOWING AT A MINIMUM:

1. HIGH SPEED INTERNET ACCESS SHALL BE PROVIDED. DATA WIRING PROVIDED SHALL BE CAPABLE OF SUPPORTING BROADBAND OF A MINIMUM 25 MBPS DOWNLOAD SPEED.
2. BEDROOM CLOSETS SHALL BE 2' X 5' MINIMUM. 1 LINEN CLOSET AND 1 COAT CLOSET SHALL ALSO BE PROVIDED THAT ARE EACH 2' X 3' MINIMUM.
3. VIDEO SECURITY SYSTEM THAT WILL COVER ALL UNITS TO BE PROVIDED.
4. VERTICAL GRAB BARS IN THE BATHTUBS/SHOWERS SHALL BE PROVIDED.
5. LEVER DOOR HARDWARE SHALL BE PROVIDED THROUGH OUT UNITS.
6. WATER CONSERVING MEASURES SHALL BE PROVIDED, INCLUDING HIGH-EFFICIENCY WATERSENSE TOILETS THAT USE 1.28 GALLONS PER FLUSH OR LESS, FAUCET AERATORS THAT USE 1.5 GALLONS PER MINUTE OR LESS IN KITCHENS AND 1.0 GALLONS PER MINUTE IN BATHROOMS, SHOWERHEADS THAT USE 1.5 GALLONS PER MINUTE OR LESS.
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8. ALL UNITS SHALL HAVE HEAT AND AIR CONDITIONING WITH EQUIPMENT THAT IS AT LEAST 13 SEER (14.5 SEE AND 9.25 HSPF FOR ELECTRIC HEAT PUMPS) AND USE R-410a REFRIGERANT THAT IS CHARGED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
9. BUILDING WILL ACHIEVE HOME ENERGY RATING SYSTEM INDEX OF 62 OR LESS.
10. ALL INTERIOR PAINTS AND PRIMERS COMPLY WITH GREEN SEAL STANDARDS FOR LOW VOC LIMITS.
11. ALL ADHESIVES COMPLY WITH RULE 1168 OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT.
12. ALL CAULKS AND SEALANTS COMPLY WITH REGULATION 8, RULE 51 OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT.
13. ALL UNITS SHALL BE PROVIDED WITH IN-UNIT WASHER AND DRYERS



first floor

1/8" = 1'-0"

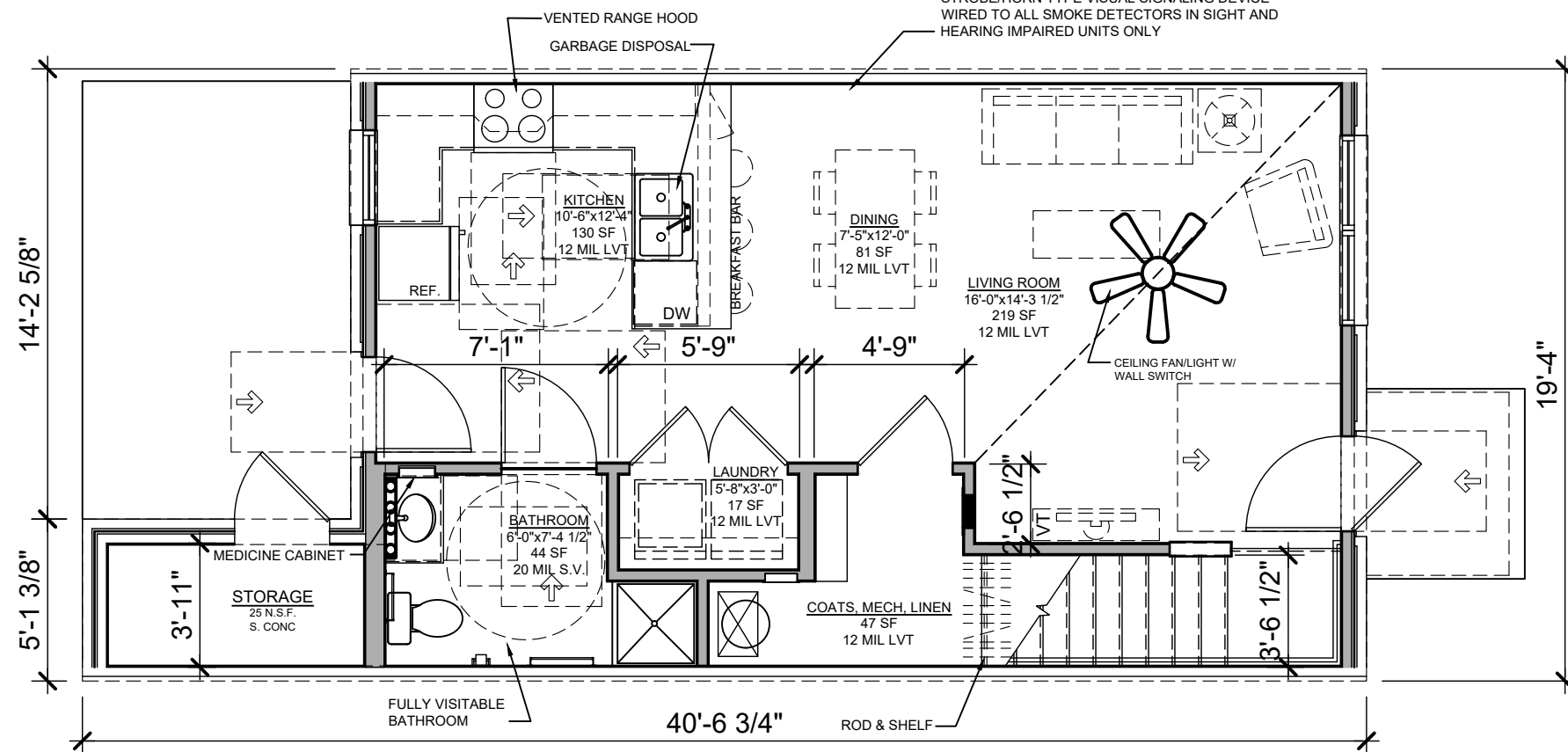
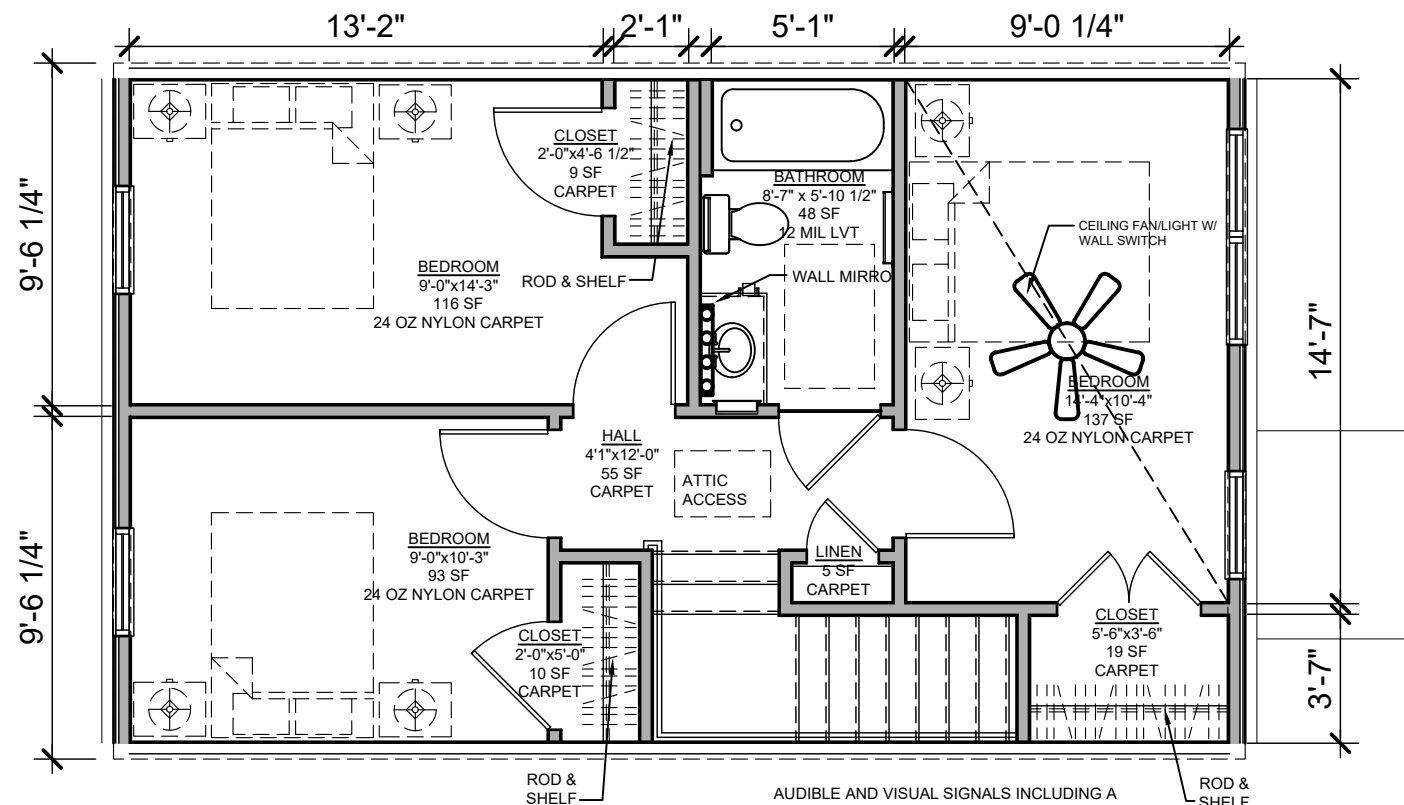


second floor

1/8" = 1'-0"

2 bedroom townhome plan

1/8"=1'-0"



3 BR / 1.75 BATH TH
NET UNIT SF: 1,105 sf
GROSS UNIT SF: 1,264 sf

SQUARE FOOTAGES OF UNITS VARY PER EXTERIOR WALL CONDITIONS AND ADJACENCIES TO OTHER SPACE TYPES, REFER TO BUILDING FLOOR PLANS.

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1. HIGH SPEED INTERNET ACCESS SHALL BE PROVIDED. DATA WIRING PROVIDED SHALL BE CAPABLE OF SUPPORTING BROADBAND OF A MINIMUM 25 MBPS DOWNLOAD SPEED.
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3. VIDEO SECURITY SYSTEM THAT WILL COVER ALL UNITS TO BE PROVIDED.
4. VERTICAL GRAB BARS IN THE BATHTUBS/SHOWERS SHALL BE PROVIDED.
5. LEVER DOOR HARDWARE SHALL BE PROVIDED THROUGH OUT UNITS.
6. WATER CONSERVING MEASURES SHALL BE PROVIDED, INCLUDING HIGH-EFFICIENCY WATERSENSE TOILETS THAT USE 1.28 GALLONS PER FLUSH OR LESS, FAUCET AERATORS THAT USE 1.5 GALLONS PER MINUTE OR LESS IN KITCHENS AND 1.0 GALLONS PER MINUTE IN BATHROOMS, SHOWERHEADS THAT USE 1.5 GALLONS PER MINUTE OR LESS.
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11. ALL ADHESIVES COMPLY WITH RULE 1168 OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT.
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13. ALL UNITS SHALL BE PROVIDED WITH IN-UNIT WASHER AND DRYERS

3 bedroom townhome plan

3/16"=1'-0"



1 bedroom plan

n.t.s.



2 bedroom plan

n.t.s.



3 bedroom plan

n.t.s.



VISIONS BY ORANT Artist Rendering - Concept Only

NOTE: RENDERING IS TO SHOW THE REPRESENTATIVE STYLE FOR THE DEVELOPMENT AND DOES NOT REPRESENT THE FINAL DESIGN.



THE HATCHERY

newton, iowa

09.27.24
representative rendering | 09



Exhibit B: Proforma Sources and Uses & Operating Proforma

9/27/2024

SOURCE AND USE OF FUNDS

Description	Total	% of Total Sources	Rate	Term (Months)	Amortization	Monthly Debt Service	Annual Debt Service
Limited Partner- Low Income Housing Tax Credit Equity	10,853,915	88.63%					
Managing Member	100	0.00%					
Perm	475,000	3.88%	7.50%	204	420	3,203	38,432
Deferred Developer Fee	365,721	2.99%	0.00%	144	144	2,540	
IFA HOME Loan	500,000	4.08%	0.00%	360	0	0	
CIHTF Grant	35,000	0.29%	0.00%	0	0	0	
Energy Tax Credit Equity (45L)	16,700	0.14%	0.00%	0	0	0	
Total Sources:	<u>12,246,436</u>	<u>100.00%</u>					

		Per Unit	Acquisition Basis	Low Income Eligible Const/Rehab Basis	Historic Qualified Rehab Expenditures	Site Improvements	Personal Property	Funded Expense	Non-Eligible Basis	Other
Hard Cost Ratio										
Acquisition Costs										
Land	140,000	3,500	0	0	-	-	-	-	-	140,000
Construction Costs										
Residential Structures	6,791,883	169,797	-	6,791,883	-	-	-	-	-	-
Construction Contingency	387,137	9,678	-	387,137	-	-	-	-	-	-
General Requirements	339,594	8,490	-	339,594	-	-	-	-	-	-
Builder Profit	339,594	8,490	-	339,594	-	-	-	-	-	-
Builder Overhead	135,838	3,396	-	135,838	-	-	-	-	-	-
Water / Sewer / Impact Fees	25,000	625	-	25,000	-	-	-	-	-	-
Builder's Risk Insurance / Bond(s)	135,838	3,396	-	135,838	-	-	-	-	-	-
Permits	30,940	773	-	30,940	-	-	-	-	-	-
Parkland Dedication Fee	15,000	375	-	15,000	-	-	-	-	-	-
Transaction Costs										
Architectural Fees	325,000	8,125	-	325,000	-	-	-	-	-	-
Engineering Fees	100,000	2,500	-	100,000	-	-	-	-	-	-
Third Party Studies (soil Test/Geotech/Landscaping)	40,000	1,000	-	40,000	-	-	-	-	-	-
Taxes During Construction	50,000	1,250	-	50,000	-	-	-	-	-	-
Soft Cost Contingency	20,000	500	-	20,000	-	-	-	-	-	-
Cost Certification / Audit	30,000	750	-	30,000	-	-	-	-	-	-
Legal - General Legal	60,000	1,500	-	60,000	-	-	-	-	-	-
Legal - Partnership and Related	60,000	1,500	-	-	-	-	-	60,000	-	-
Tax Credit Fees - Reservation	130,000	3,250	-	-	-	-	-	130,000	-	-
Tax Credit Fees - 8609 application fee	12,000	300	-	-	-	-	-	12,000	-	-
Tax Credit Fees - Application	3,500	88	-	-	-	-	-	3,500	-	-
Market Study	12,500	313	-	12,500	-	-	-	-	-	-
Appraisal	12,500	313	-	12,500	-	-	-	-	-	-
Tax Credit Fees - Construction Monitoring	3,500	88	-	-	-	-	-	3,500	-	-
Ion Water System	28,000	700	-	28,000	-	-	-	-	-	-
owner's liability	25,000	625	-	25,000	-	-	-	-	-	-
Accessibility Review	12,000	300	-	12,000	-	-	-	-	-	-
Environmental Report	15,000	375	-	15,000	-	-	-	-	-	-
Insurance During lease up period	37,568	939	-	-	-	-	-	-	-	37,568
Green Certification	35,000	875	-	35,000	-	-	-	-	-	-
Material Testing	25,000	625	-	25,000	-	-	-	-	-	-
IFA Compliance Monitoring Fee	1,600	40	-	-	-	-	-	1,600	-	-
Financing Costs										
Perm loan orig fee - lender	9,750	244	-	365	-	-	-	9,385	-	-
Construction loan orig fee - lender	85,000	2,125	-	85,000	-	-	-	-	-	-
Title & Recording - Construction & Perm	50,000	1,250	-	1,872	-	-	-	48,128	-	-
Operating Reserve	158,390	3,960	-	-	-	-	-	-	-	158,390
Lender Fees (Legal/Draw/Plan & Cost Review)	60,000	1,500	-	-	-	-	-	-	-	60,000
Lender Fees Inspecting Architect	32,000	800	-	32,000	-	-	-	-	-	-
MV Interest Carry Cost	45,000	1,125	-	45,000	-	-	-	-	-	-
Construction Interest	533,750	13,344	-	385,469	-	-	-	148,281	-	-
Other Costs										
New Construction/Rehab - Developer Fee	1,718,555	42,964	-	1,718,555	-	-	-	-	-	-
Rent Up & Marketing	50,000	1,250	-	-	-	-	-	-	-	50,000
Syndication Fee	75,000	1,875	-	-	-	-	-	-	-	75,000
Clubhouse Furniture	50,000	1,250	-	50,000	-	-	50,000	-	-	-
Total Uses:	<u>12,246,436</u>	<u>306,161</u>	<u>-</u>	<u>11,309,084</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>416,395</u>	<u>-</u>	<u>520,958</u>
Total Construction Contract Costs	7,725,392									

The estimates of costs set forth in this document are based on current estimates of labor and materials generally available in the market. These costs are not guaranteed and are subject to change at any time and without notice. The owner acknowledges it has made its decision on this project based on its own, independent evaluation of the proposed project.

PROJECTED CASH FLOW - NOI															
Year	Affordable Rental Income	Gross Market Rental Income	Commercial Income	Net Other Income	Vacancy	Gross Rental Income	Operating Expenses	Property Management Fee	Real Estate Taxes	Total Expenses	Operating Income	Replacement Reserves	Permanent Debt Service	Cash Flow	DSC
2026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2027	159,890	-	-	1,116	(11,192)	149,814	(124,816)	(8,989)	(21,604)	(155,409)	(5,595)	(5,833)	-	(11,429)	
2028	391,416	-	-	2,732	(27,399)	366,749	(220,389)	(22,005)	(30,560)	(272,954)	93,795	(14,420)	(40,229)	39,146	1.97
2029	399,240	-	-	2,787	(27,947)	374,080	(227,000)	(22,445)	(31,477)	(280,922)	93,158	(14,853)	(43,432)	34,873	1.80
2030	407,220	-	-	2,842	(28,505)	381,557	(233,810)	(22,893)	(32,421)	(289,125)	92,432	(15,298)	(43,432)	33,702	1.78
2031	415,364	-	-	2,899	(29,076)	389,188	(240,825)	(23,351)	(33,394)	(297,570)	91,618	(15,757)	(43,432)	32,429	1.75
2032	423,672	-	-	2,957	(29,657)	396,972	(248,050)	(23,818)	(34,396)	(306,264)	90,708	(16,230)	(43,432)	31,047	1.71
2033	432,145	-	-	3,016	(30,250)	404,911	(255,491)	(24,295)	(35,428)	(315,213)	89,698	(16,717)	(43,432)	29,549	1.68
2034	440,788	-	-	3,077	(30,855)	413,010	(263,156)	(24,781)	(36,490)	(324,427)	88,583	(17,218)	(43,432)	27,933	1.64
2035	449,604	-	-	3,138	(31,472)	421,270	(271,050)	(25,276)	(37,585)	(333,912)	87,358	(17,735)	(43,432)	26,191	1.60
2036	458,596	-	-	3,201	(32,102)	429,695	(279,182)	(25,782)	(38,713)	(343,676)	86,019	(18,267)	(43,432)	24,320	1.56
2037	467,768	-	-	3,265	(32,744)	438,289	(287,557)	(26,297)	(39,874)	(353,729)	84,560	(18,815)	(43,432)	22,313	1.51
2038	477,123	-	-	3,330	(33,399)	447,055	(296,184)	(26,823)	(41,070)	(364,078)	82,977	(19,379)	(43,432)	20,166	1.46
2039	486,666	-	-	3,397	(34,067)	455,996	(305,070)	(27,360)	(42,302)	(374,732)	81,264	(19,961)	(43,432)	17,872	1.41
2040	496,399	-	-	3,465	(34,748)	465,116	(314,222)	(27,907)	(43,572)	(385,700)	79,416	(20,559)	(43,432)	15,424	1.36
2041	506,327	-	-	3,534	(35,443)	474,418	(323,648)	(28,465)	(44,879)	(396,992)	77,426	(21,176)	(43,432)	12,818	1.30
2042	516,453	-	-	3,605	(36,152)	483,906	(333,358)	(29,034)	(46,225)	(408,617)	75,289	(21,812)	(43,432)	10,046	1.23
Total	6,928,671	-	-	48,361	(485,007)	6,492,025	(4,223,808)	(389,521)	(589,991)	(5,203,320)	1,288,704	(274,030)	(648,275)	366,400	

The estimates of income and expenses set forth in this document are based on experience operating similar properties and are provided by the owner. Past performance is not a guarantee of future performance. The owner acknowledges it has made its decision on this project based on its own independent evaluation o

Exhibit D Pictures of Other Pivotal Projects in Iowa

1. 59th Avenue Senior Lofts, Johnston, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

2. Southridge Senior Lofts, Des Moines, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa



3. Latitude Lofts, Grimes, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

4. Meadow Vista Senior Villas, Altoona, Iowa



5. Centerville Senior Lofts, Centerville, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

6. Newton Place Apartments, Newton, IA



Exhibit D Pictures of Other Pivotal Projects in Iowa

7. Grandview Senior Lofts, Muscatine, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

8. Colorado Senior Lofts, Muscatine, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

9. Harrison Lofts, Muscatine, Iowa



10. 4th Avenue Lofts, Clinton, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

11. Cypress Lofts, Cedar Rapids, Iowa



Exhibit D Pictures of Other Pivotal Projects in Iowa

12. Keokuk Senior Lofts, Keokuk, Iowa



Exhibit D: Pivotal Management Resume and Complete Portfolio list



PIVOTAL

EMPOWER PEOPLE. ENHANCE COMMUNITIES.

Pivotal Management
(In-House Management)

· PROPERTY MANAGEMENT

Empower People. Enhance Communities.



PIVOTAL

Empower People. Enhance Communities.

Since our founding in 1993, Pivotal Housing Partners has been dedicated to quality, value and service, this led us to create our highly experienced in-house management company, Pivotal Management. It's a commitment we continue today with a wide range of development, construction and property management experience.

We currently manage over 5,500 affordable and senior housing residential units, with well over 1,000 either under construction or proposes. This includes over 90 properties in 15 states. Pivotal Management has received multiple awards in recognition of its successful affordable housing development business.

We are a recognized leader in the multi-family and senior housing business.

Pivotal Management has been managing high-quality multifamily and senior independent rental communities in the Midwest, Northeast, Southeast & Southwest for 30 years. Every community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

Our Product Expertise & Experience includes:

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Senior Living: Independent Living

Our committed in-house management professionals give our communities the competitive advantage and property value through:

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at <http://www.pivotal-hp.com/> to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

Empower People. Enhance Communities.



PIVOTAL

Empower People. Enhance Communities.

Residential Property Management

Get the **maximum** from your investment

Pivotal Management brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting



Let us **see to the details**

Pivotal Management provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively



Keep your units at **ultimate capacity**

Pivotal Management also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace



Empower People. Enhance Communities.



Michael Riechman

Managing Partner
President, Pivotal Management LLC

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@pivotal-hp.com ■ <https://pivotal-hp.com/>

Experience & Expertise

Michael Riechman is founding member and Managing Partner of Pivotal Housing Partners, an affordable housing developer, owner, and operator. Prior to Pivotal, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1141 ■ brian.mcgeady@pivotal-hp.com ■ <https://pivotal-hp.com/>

Experience & Expertise

Brian McGeady guides the development activities of Pivotal and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.

**Professional Associations**

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining Pivotal, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

Certifications

- Housing Credit Certified Professional (HCCP)

Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

Pivotal Management Overview:

<https://pivotal-hp.com/what-we-do/our-capabilities/management/>

Pivotal Management LLC, our highly experienced in-house property management company, is the cornerstone of our commitment to quality, resident-focused property management. We take pride in our highly experienced team of in-house management professionals, compliance experts, and customer service representatives who ensure that every property under our management is run to the highest standards.

Since our founding in 1993, we have managed every tax credit-related housing imaginable and continue to expand our portfolio by managing many third-party developments for others. Our extensive experience and knowledge of the affordable housing industry enable us to navigate the complex regulations and funding mechanisms involved in managing these properties.

At Pivotal Management LLC, we believe that excellent property management is essential to the success of any affordable housing development. That's why we founded our management company to ensure that our residents receive the highest quality of service possible. Our in-house team of experts works tirelessly to provide outstanding customer service, maintain regulatory compliance, and ensure that every property under our management meets the highest standards of quality.



With Pivotal Management LLC, you can rest assured that your property is in capable hands. Our commitment to quality, experience, and expertise sets us apart from the competition and makes us the perfect partner for any affordable housing development.

Summary of Expertise:

- Premier Customer Service
- Educating & Training Team Members
- Continuously Refining Operations
- Asset Management
- Drive Results to Partners & Investors

Facts:

- Over 6,300 units managed for Pivotal and Third party owners
- 15 States
- 100+ Properties Managed
- In-House Compliance and Customer Service

Properties Owned and Managed by Pivotal (Managed by Pivotal Management)

93	5,632						
	NAME	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	STYLE
1	Brunswick Commons	84	50 Brunswick Commons Court	Brunswick	GA	31520	Multi-Family
2	Gardens at Harvest Pt	256	1901 Harvest Point Way	Augusta	GA	30909	Multi-Family
3	Twin Oaks	40	158 Twin Oaks Dr	Ludowici	GA	31316	Multi-Family
4	Water Tower Park	72	140 Senior Center Way	Gray	GA	31032	Senior
5	4th Avenue Lofts	48	238 4th Avenue North	Clinton	IA	52732	Multi-Family
6	Centerville Senior Loft	44	421 North Main St	Centerville	IA	52544	Senior
7	Cypress Lofts	51	1225 Jacolyn Dr SW	Cedar Rapids	IA	52404	Multi-Family
8	Harrison Lofts	52	1716 Bandag Avenue	Muscatine	IA	52761	Multi-Family
9	Keokuk Senior Lofts	45	925 Main St	Keokuk	IA	52632	Senior
10	Latitude Lofts	50	551 SE Gateway Drive	Grimes	IA	50111	Multi-Family
11	Meadow Vista Parkside	59	1806 28th Ave. SW	Altoona	IA	50009	Single Family
12	Meadow Vista Senior	50	1806 28th Ave. SW	Altoona	IA	50009	Senior
13	Newton Senior	53	222 North 4th Street W	Newton	IA	50208	Senior
14	Southridge Senior Lofts	52	695 E Army Post Road	Des Moines	IA	50315	Senior
15	Cicero Senior Lofts	62	4835 S Cicero Ave	Chicago	IL	60632	Senior
16	Lincoln Lofts	56	1005 Four Seasons Rd	Bloomington	IL	61701	Multi-Family
17	Morton Senior	61	935 East Jefferson St	Morton	IL	61550	Adapt Reuse
18	Twin Lakes	42	405 Twin Lakes Dr	Rantoul	IL	61866	Senior
19	Boonville Homes	44	414 W Main St	Boonville	IN	47601	Multi-Family
20	Bottle Works	50	1631 E Pontiac Street	Fort Wayne	IN	46803	Adapt Reuse
21	Broadway Lofts	38	701 Broadway	Gary	IN	46402	Multi-Family
22	Central Park Place	63	1500 13th Street	Columbus	IN	47201	Senior
23	Jasper Lofts	67	1300 Dewey St.	Jasper	IN	47546	Adapt Reuse
24	Lofts at Roberts	83	420 South High St.	Muncie	IN	47305	Adapt Reuse
25	Lofts at St Joseph's	45	1900 Medical Arts Dr	Huntingburg	IN	47542	Adapt Reuse
26	One Penrose	45	9115 Hawkins Rd.	Lawrence	IN	46216	Senior
27	Park Lofts at Huntington	59	41 E Park Dr	Huntington	IN	46750	Adapt Reuse
28	Patterson Pointe	61	454 S. Westplex Ave.	Bloomington	IN	47403	Senior
29	Summit Pointe	83	600 Deer Run Drive	Lawrenceburg	IN	47025	Multi-Family
30	Vine Street Lofts	62	1308 Vine Street	Jasper	IN	47546	Adapt Reuse
31	Galena Estates	40	1905 East Village Circle	Galena	KS	66739	Multi-Family
32	Hamburg Senior	62	1601 Villa Medici Pass	Lexington	KY	40509	Senior
33	Eastern Lofts	70	623 Eastern Ave SE	Grand Rapids	MI	49503	Multi-Family
34	Francis Senior Lofts	45	123 E Wesley Street	Jackson	MI	49201	Senior
35	South Saginaw Homes I	49	1026 Huntley Rd	Saginaw	MI	48601	Single Family
36	South Saginaw Homes II	42	1026 Huntley Rd	Saginaw	MI	48601	Single Family
37	Hampshire Landing I	84	2001 Hampshire Terrace	Joplin	MO	64804	Multi-Family
38	Hampshire Landing II	48	2001 Hampshire Terrace	Joplin	MO	64804	Multi-Family
39	Cape's Landing	96	1404 Deer Trail Drive	Fayetteville	NC	28314	Multi-Family
40	Enclave I at WS	68	1489 Colony Lodge Street	Winston-Salem	NC	27106	Multi-Family
41	Enclave II at WS	96	4101 Villa Club Drive	Winston-Salem	NC	27105	Multi-Family
42	Forbes Manor	76	4200 Forbes Road	Gastonia	NC	28054	Senior
43	Pinecrest Apartments	80	3605 Martins Trail Circle	Walkertown	NC	27051	Multi-Family
44	Ashley Grove Sr	43	125 Grieshop Street	Mt. Orab	OH	45154	Senior
45	Carriage Trails I	34	1000 Waterside Circle	Tipp City	OH	45371	Senior
46	Eaton Senior	44	99 Hampshire Drive	Eaton	OH	45320	Senior
47	Faith Housing	41	1000 Dove Lane	Crestline	OH	44827	Senior
48	Harbor Town	69	7120 Lighthouse Way	Perrysburg	OH	43551	Senior
49	Harmony Senior	30	175 North 8th Street	Williamsburg	OH	45176	Senior
50	Lake Towne Senior	43	4975 Lake Towne Drive	Walbridge	OH	43465	Senior
51	Market Street	45	419 Market Street	East Liverpool	OH	43920	Multi-Family
52	New Lima Homes	57	656 Spring Street	Lima	OH	45801	Single Family
53	Nia Heights	16	7120 Lighthouse Way	Toledo	OH	43551	Single Family
54	Omega Senior	81	1461 Cornell Drive	Dayton	OH	45406	Senior
55	Oregon Senior	81	4436 Navarre Ave	Oregon	OH	43616	Senior
56	Palm House	62	1183 Rebecca Street	Wooster	OH	44691	Multi-Family
57	Pheasant Run	75	2920 Old Troy Pike	Dayton	OH	45404	Senior
58	Reserve at Lakeview Land	45	512 Berlin Road	Huron	OH	44839	Senior
59	Residences of Eagles Pt	40	307 N Cherry St	Eaton	OH	45320	Adapt Reuse
60	Ridgewood Heights	36	2589 Lance Dr	Dayton	OH	45409	Single Family
61	Rising at Phoenix	33	2589 Lance Dr	Dayton	OH	45409	Single Family
62	Riverside Landing at Del	63	351 S. Sandusky St.	Delaware	OH	43015	Senior
63	Riverside Senior	48	2333 Harshman Rd	Riverside	OH	45424	Senior
64	Riverview Bluffs	36	104 River Valley Blvd.	New Richmond	OH	45157	Senior
65	RiverWorks Lofts	61	2325 Harshman Rd	Riverside	OH	45424	Multi-Family
66	Roosevelt Homes I	43	2589 Lance Dr	Dayton	OH	45409	Single Family
67	Roosevelt Homes II	30	2589 Lance Dr	Dayton	OH	45409	Single Family
68	Secor Senior Lofts	58	3839 Secor Road	Toledo	OH	43623	Senior
69	Spring Street Senior	88	656 W Spring Street	Lima	OH	45801	Senior
70	Stoney Ridge Estates	25	2589 Lance Dr	Dayton	OH	45409	Single Family
71	Sunlight Homes	32	2589 Lance Dr	Dayton	OH	45409	Single Family
72	Sylvania Senior	51	3306 Percentum Road	Sylvania	OH	43617	Senior
73	Washington Square II	29	2589 Lance Dr	Dayton	OH	45409	Single Family
74	Wauseon Senior	48	700 Wauseon Senior Village Dr	Wauseon	OH	43260	Senior
75	Wayne Lofts	58	10090 Wayne Ave	Cincinnati	OH	45215	Multi-Family
76	Whitehouse Senior	32	7001 Park View Court	Whitehouse	OH	43571	Senior
77	Whitehouse Townhomes	55	10405 Washington Street	Whitehouse	OH	43571	Multi-Family
78	Wooster Lofts	52	1958 Akron Road	Wooster	OH	44691	Multi-Family
79	Reserve at Spencer	54	8400 NE 36th St	Spencer	OK	73084	Multi-Family
80	Allegheny Pointe	52	662 Cedar Ridge Drive	Apollo	PA	15613	Senior
81	Burkett Place	48	200 Burkett Lane	Washington	PA	15301	Multi-Family
82	Walkers Ridge Apts	84	5000 Walker's Trail	Greensburg	PA	15601	Multi-Family
83	Gallatin Park Apts	48	217 Albert Gallatin Ave.	Gallatin	TN	37066	Multi-Family
84	Oak Ridge Apartments	48	339 10th St.	Nolanville	TX	76559	Multi-Family
85	Reserve at Engel Road	96	135 Engle Road	New Braunfels	TX	78132	Multi-Family
86	Reserve at Hagan	72	606 Highway 110 S	Whitehouse	TX	75791	Multi-Family
87	Reserve at McAlister	124	432 Archbury Rd	Fort Worth	TX	76028	Senior
88	Reserve at Quebec	296	6655 Calgary Lane	Fort Worth	TX	76135	Multi-Family
89	Reserve at Sulphur	72	616 League Street	Sulphur Springs	TX	75482	Senior
90	Silversage Point at Wes...	120	1800 Western Center Blvd.	Fort Worth	TX	76131	Multi-Family
91	Reserve at Edison Hill	30	800 Lily Lane	Parkersburg	WV	26101	Multi-Family
92	Reserve at Oak Spring	35	100 Oak Spring	Clarksburg	WV	26301	Multi-Family
93	Worthington Creek	36	2700 Emerson Ave	Parkersburg	WV	26104	Senior

15	5,632	93	4	5,632	93	100.00%
STATE	UNITS	PROPERTIES	STYLE	UNITS	PROPERTIES	% OF PORTFOLIO
GA	452	4	Adapt Reuse	467	8	8.60%
IA	504	10	Multi-Family	2,648	36	38.71%
IL	221	4	Senior	2,066	37	39.78%
IN	700	12	Single Family	451	12	12.90%
KS	40	1				
KY	62	1				
MI	206	4				
MO	132	2				
NC	416	5				
OH	1,684	35				
OK	54	1				
PA	184	3				
TN	48	1				
TX	828	7				
WV	101	3				

Properties Pivotal Management Manages for Third Party Owners

7

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	NAME	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	COUNTY	STYLE
1	Carriage Trails II	46	1000 Waterside Circle	Tipp City	OH	45371	Miami	Senior
2	Jefferson Homes	38	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family
3	Mulberry Street	50	1249 Mulberry St	Harrisburg	PA	17104	Dauphin	Multi-Family
4	Walnut Ridge	78	3347 N. Emerson Avenue	Indianapolis	IN	46218	Marion	Adapt Reuse
5	Washington Square I	39	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family
6	Washington Street Sr	54	400 North Washington Street	Kokomo	IN	46901	Howard	Senior
7	Wood Street	52	428 Wood Street	Piqua	OH	45356	Miami	Multi-Family

September 27, 2024

The City of Newton
101 West 4th St S,
Newton, IA 50208

Re: Letter of Intent to Purchase the property known as “The Hatchery” at 1015 N 3rd Ave E, Newton, IA

To whom it may concern,

Pivotal Housing Partners is interested in developing residential housing in Newton, IA. The property known as “The Hatchery Site” presents an ideal opportunity. Below outlines terms upon which we could enter into an agreement to purchase the property.

Purchaser: The Hatchery LLC

Premises: 1015 N 3rd Ave E, Newton, IA - “The Hatchery” - made up of three parcels.
PINS: 0834230012, 0834230014, 083420026

Earnest Money: \$5,000 - Refundable to Purchaser upon Agreement termination; applicable to the Purchase Price in the event of Closing; to be held by an escrow agent/ title company (“Escrow Agent”).

Purchase Price: Approximately \$140,000.
We recognize that the first priority of this project is to be awarded the 9% tax credits that make it financially viable. Pivotal intends to pay the highest purchase price that a compliant Iowa Finance Authority 9% Tax Credit Application can include. At this time there are too many unknowns- Central Iowa Trust Fund Grant Application, Construction Costs, Interest Rates, and final Rental Rates- to know the highest price possible under the guidelines published in the IFA QAP. Effectively, this is capped by the maximum allowable Deferred Developer Fee. We commit to full transparency to verify the final purchase price. This offer is intended to allow the City and the Developer to work collaboratively to maximize the purchase without jeopardizing the quality of the design or other amenities in pursuit of compliance with IFA’s financial guidelines.

Due Diligence Period: The Due Diligence Period shall commence upon full execution of the Agreement, and Purchaser shall have until 356 days (1 year) to conduct inspections of the Premises as Purchaser deems necessary and to perform its due diligence to confirm the feasibility of the Premises for Purchaser’s intended use. Purchaser’s obligation to close shall be subject to Purchaser’s approval or waiver, in its sole discretion, of certain contingencies, including, without limitation, acquisition of the adjacent lots, title, survey, zoning, environmental, etc. Purchaser shall have the unqualified right to terminate the Agreement at any time and for any reason

on or before the end of the Due Diligence Period (as it may be extended) and receive a refund of the Earnest Money.

Extension Period: Purchaser shall have the right to extend the Due Diligence Period for four additional periods of Ninety (90) days each. Extension is exercised upon advance written notice to Seller prior to the expiration of the Due Diligence Period or extension thereof (if applicable) and payment of \$5,000 Extension Fee each to Escrow Agent which shall be applicable to the Purchase Price, but non-refundable in the event of termination (except Seller default).

Closing: Closing shall take place no later than thirty (30) days from the end of the Due Diligence Period as extended and as described above.

Intended Use: The Purchaser agrees to develop up to 35-45 units of residential housing.

Rezoning: Seller shall cooperate fully in the rezoning and/or conditional use process to achieve the intended use, if necessary. Buyer shall bear the cost of re-zoning.

Thank you again for the opportunity to submit. Please respond to this letter within 10 business days or the terms may be subject to change. I greatly appreciate your time and consideration.

Sincerely,

Pivotal Holdings, GP



Wylls Mann

Vice President of Development Upper Midwest Region

ACCEPTED

Signature

Client Name

Date: _____

City of Newton Council Report

**Item:**

Public Hearing on a resolution approving the purchase agreement for real property a 319 East 12th Street North, Newton, Jasper County, Iowa

Summary:

Approving the sale of 319 East 12th Street North to Jeffrey Paul Homes, LLC

Financial Impact:

\$2,000 revenue to the D&D account, return the property to the tax base with new taxable value

Report Number: 2024-936

Date:

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired the property at 319 East 12th Street North through the D&D program in 2014, spending approximately \$1,500 to mow the property each summer. Since that time the City has maintained the property with no interest until now.

Jeffrey Paul Homes, LLC has made the following offer:

- Purchase Price: \$2,000.00
- Closing: As soon as possible
- Commitment to build: New, single-family home consisting of 4 bedrooms and 2.5 baths.
- Expected valuation of \$200,000-225,000 for the new home.

Jeffrey Paul Homes, LLC has used the proposed house plan in Pella, Iowa, earlier this year. A photo of that new home is below:



Additionally, Jeffrey Paul Homes, LLC owns the subject property at 315 East 12th Street North and has received approval for a D&D 2.0 Demo grant to remove the dilapidated home on the property. Jeffrey Paul Homes, LLC intends to construct a second new single family home on 315 East 12th Street North, should the council approve this purchase agreement.

A photo of two homes by Jeffrey Paul Homes, LLC (located side-by-side) that provides the same "look" as what is proposed at 315 AND 319 East 12th Street North:



About the Developer. Jeffrey Paul Homes, LLC builds single family houses and owns a significant number of rental properties, which are in very good standing with the City's rental inspection program. Most recently, Jeffrey Paul Homes, LLC constructed the new home at 1123 West 15th Street South, and a building permit has been issued for another new home in Arbor Estates. Jeffrey Paul Homes, LLC has expressed continued interest in developing in Newton and on other D&D lots, provided this proposed project is successful.

Recommendation:

Staff recommends approval with the following findings:

- The City has owned the property for 10 years with no other redevelopment interest in the property.
- The sale of the property returns the lot to the tax rolls, with a \$200,000+ home on the property.
- The sale of the property relieves the City of on-going maintenance costs.
- The sale of the property will encourage the developer to construct a second home on the adjacent lot.

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

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR REAL
PROPERTY AT 319 EAST 12TH STREET NORTH NEWTON, JASPER
COUNTY, IOWA

WHEREAS, Jeffrey Paul Homes, LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 319 East 12th Street North, legally described as:

LOT 4 IN BLOCK 1 OF EAST HIGHLAND ADDITION TO 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 319 East 12th 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 October, 2024.

APPROVED this _____ day of October, 2024.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **319 East 12th Street North**, is made on or as of the 7th day of October, 2024, by and between the City of Newton, Iowa (hereinafter "City"), and Jeffrey Paul Homes, LLC, 2310 SE Delaware Avenue, Ste. G #288, Ankeny, Iowa 50021 (hereinafter "Buyer") and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of Two-thousand Dollars (\$2,000.00) (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:

319 East 12th Street North, legally described as: LOT 4 IN BLOCK 1 OF EAST HIGHLAND ADDITION TO 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 and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

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

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

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

- a) Construction of at least a single family home with a building valuation of at least \$200,000 and substantially similar to image shown in "Attachment A" of this agreement, which meets all adopted applicable codes for the City of Newton and State of Iowa within 2 years of the date of transfer of the property.

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

SECTION 8. CERTIFICATE OF COMPLETION.

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

SECTION 9. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

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

SECTION 10. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is

dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

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

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

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

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

SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____

Jeff Davis
Jeffrey Paul Homes, LLC

ATTACHMENT A. Property Improvements

Single Family Home, four-bedrooms, 2.5 baths, attached garage with an appearance substantially similar to image as follows:



City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning

Summary:

The proposed code amendments include general edits and updates to clarify further existing regulations found within the Zoning Code in accordance with the adopted comprehensive plan, *Envision Newton 2042*; to align with all applicable state and/or federal laws; and to correct any identified errors or inconsistencies.

Financial Impact:

None.

Report Number: 2024-838

Date:

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

This proposed Zoning Ordinance Amendment is presented to further clarify regulations found within the chapter, to resolve identified errors or inconsistencies, and to align with the vision, goals, and action steps outlined by the adopted comprehensive plan, *Envision Newton 2042*. Such changes are also occasionally pursued due to changes in legislation at the state or federal level.

City Staff regularly reviews the Zoning Code to identify errors or necessary changes throughout the year. This same process was pursued around the same time in 2023, and staff intends to pursue it at least annually to ensure the code is updated and understandable. The primary changes are summarized as follows:

- 158.003 - Agriculture – update definition to prevent confusion about how such regulations are applied in Newton.
- 158.003 - Front Lot Line – remove outdated language and update definition to prevent confusion and reflect the rest of the code.
- 158.020 - R-4 Zoning – categorize single-family dwellings as a conditional use.
- 158.023 - C-A Zoning – categorize single-family dwellings as a conditional use.
- 158.024 - C-N Zoning – update regulations and reduce transitional yard requirement to be consistent with the rest of the code.
- 158.026 - C-T Zoning – remove typo and replace “C-A” with “C-T” in section (F).
- 158.028 - I-L Zoning – update residential conditional use to be consistent with C-A language; add size regulations to be consistent with I-H district.
- 158.118 – Wind Energy Conversion Systems – fix typos.
- 158.120 – Towers and Wireless Communication Facilities – fix typos.
- 158.139 - Parking Regulations – remove outdated reference to the previous code.
- 158.176 – ZBA – remove “other appointive office” restriction for members and outdated reference.
- 158.178 – Posted signs – clarify language by removing redundant requirements.

The Newton Planning & Zoning Commission reviewed the proposed Zoning Code text amendments in a public hearing held during their August 6, 2024, meeting and unanimously voted to recommend

approval as presented.

Recommendation:

City Staff recommends approval of the ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA, TITLE XV: LAND USAGE, CHAPTER 158: ZONING**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 158: ZONING, is hereby amended by **adding** or **deleting** the following:

§ 158.003 DEFINITIONS.

AGRICULTURE. The use of land for agricultural purposes including farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture and animal and poultry husbandry and the necessary accessory uses for packing, treating or storing the produce; provided, however, that, the operation of any such accessory use shall be secondary to that of normal agricultural activities; and, provided further that, the above uses shall not include the operation of a commercial feed lot. **The conditions of use regulated under § 158.016 (b) of this chapter shall apply to any zoning district that identifies AGRICULTURE as a permitted or conditional use.**

LOT LINE, FRONT. A lot line separating the lot from the street. **Corner lots have two FRONT LOT LINES for the purpose of this chapter. On corner lots, the front lot line is the shortest street dimension; except that, if the lot is square or almost square with dimensions at the ratio of from 3:2 to 3:3, then the front lot line may be along either street.**

§ 158.020 R-4: MULTI-FAMILY RESIDENTIAL.

(D) Conditional uses. The following uses may be allowed in the R-4: Multi-Family Residential District upon approval of a conditional use permit by the Zoning Board of Adjustment:

- (1) CLUBS, LODGES, FRATERNITIES, SORORITIES AND THE LIKE;
- (2) BED AND BREAKFAST INN;
- (3) SINGLE-FAMILY DWELLINGS**
- (4) TEA ROOM OR TEA HOUSE; AND**
- (5) ACCESSORY BUILDINGS AND USES WITH A BUILDING FOOTPRINT GREATER THAN 1,000 SQUARE FEET.**

§ 158.023 C-A: ARTERIAL COMMERCIAL.

(B) Locational criteria. The C-A: Arterial Commercial District is appropriately located adjacent to primary arterials and expressways. It should be well buffered from low-density residential uses and particular care given to addressing traffic issues.

- (14) **One-through Multi-family dwellings up to 25 units per acre; and**

(D) Conditional uses. The following uses may be allowed in the C-A: Arterial Commercial District upon approval of a conditional use permit by the zoning board of adjustment:

- (4) Outdoor display for the permitted sale of goods and services allowed or defined as conditional uses in this district; **and**
- (5) Paintball facility; **and**
- (6) Single-Family Dwellings**

§ 158.024 C-N: NEIGHBORHOOD COMMERCIAL.

(E) Size regulations. The following minimum and maximum size regulations shall apply in the C-N: Neighborhood Commercial District:

- (1) Minimum lot size: **5,000 10,000** square feet;
- (3) Minimum lot dimensions:
 - (a) Lot frontage: **50 100** feet;
 - (b) Lot depth: 100 feet; and
 - (c) Lot width: **50 100** feet.

- (5) Minimum building dimensions: width - **22 20** feet for 75% of its length.

(F) Special provisions. The following special provisions shall apply for all uses in the C-N: Neighborhood Commercial District.

(2) Transitional yards shall be provided where the rear or side lot line coincides with a side or rear lot line of a residential district. In such circumstances the minimum setback shall be **25 50** feet and shall be fully landscaped and screened...

§ 158.026 C-T: TOURISM ORIENTED COMMERCIAL DISTRICT.

(F) Size regulations. The following minimum and maximum size regulations shall apply in the **C-T: Tourism Oriented Commercial District** **C-A: Arterial Commercial District**

§ 158.028 I-L: LIGHT INDUSTRIAL.

(D) Conditional uses. The following uses may be allowed in the I-L: Light Industrial District upon approval of a conditional use permit by the Zoning Board of Adjustment:

(7) One- through **12 Multi-family** residences **up to 25 units per acre**;

(E) Size regulations. The following minimum and maximum size regulations shall apply in the I-L: Light Industrial District:

(1) Maximum building dimensions: **height – 50 feet**.

(A) Height: 50 feet; and

(B) Lot coverage: 50%.

SPECIFIC REGULATIONS

§ 158.118 WIND ENERGY CONVERSION SYSTEMS.

(A) Purpose and applicability.

(3) This section applies to all wind energy conversion systems (WECS) located on privately owned or **publically publicly** owned property. ...

(B) General guidelines.

(a) Setbacks.

1. Privately or **publically publicly** owned lots. ...

(b) Height.

1. Privately or **publically publicly** owned parcels and platted lots. ...

§ 158.120 TOWERS AND WIRELESS COMMUNICATION FACILITIES.

(A) Purpose and applicability.

(1) ... Wireless communication facilities proposed for installation in the public right-of-way or other **publically publicly** owned property shall be a part of networks or systems available for use by citizens, businesses, and the general public.

(3) ... This section applies to all freestanding or building-mounted towers and wireless communication facilities located on privately owned or **publically publicly** owned property.

(B) General guidelines.

(a) Setbacks.

1. Privately or **publically publicly** owned lots. The minimum distance between any freestanding towers or wireless communication facilities on a privately or **publically publicly** owned lot and any property line shall be a distance that is equivalent to the height (100%) of the total system height. ...

2. City public right-of-way. ... Setbacks, or offsets, shall be determined on a **case-by-case** basis for any proposed freestanding tower or wireless communication facility located near existing underground utility mains, services, or lines - both **publically publicly** and privately owned. ...

(b) Height.

1. Privately or **publically publicly** owned lots. ...

(C) Conditional use permit requirement. Towers and wireless communication facilities are recognized to be necessary and desired by some property owners to conduct activities on a given property.

(1) Towers and wireless communication facilities are conditional uses in all zoning districts if the proposed location is on a privately owned or **publically publicly** owned lot, provided that the setback and height requirements can be met. ...

§ 158.139 SCHEDULE OF PARKING REQUIREMENTS.

(G) Commercial.

Other commercial uses **not listed as listed in 34.04**

§ 158.176 ZONING BOARD OF ADJUSTMENT.

(A) General. A Board of Adjustment is hereby created, such Board to consist of five members appointed by the City Council. All members shall be residents of the city. No member of the Board shall hold other elective or appointive office in the city or county government. (see § 158.003 of this chapter for extra-territorial members.)

§ 158.178 PERMITS AND PROCEDURES.

(A) Notice by posted sign. The developer or applicant for any project that requires a public hearing before a board, or commission, or city council shall be responsible for posting a physical sign in a conspicuous place on the property upon which action is pending. ...

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.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 300-700 block of East Tenth Street South

Summary:

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

Financial Impact:

N/A

Report Number: 2024-809**Date:**

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 300-700 blk of E 10th 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 300-700 blocks of E. 10th St. S. are only 25 feet wide and are not wide enough to safely accommodate parking on both sides 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 the west side of the street.

Surveys describing the recommended changes were sent to 31 adjacent property owners along E. 10th St. S. Surveys were returned with nine (9) residents agreeing with the recommended changes and five (5) 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 300-700 BLOCK OF EAST TENTH 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, SOUTHEAST QUADRANT

East Tenth Street South

"No Parking Anytime".

West side from First Avenue East south to ~~South Third Ave East~~ South Thirteenth Avenue East.

~~West side from South Eighth Avenue East south to South Thirteenth Avenue East~~

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

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

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

DES MOINES IA 500

25 JUL 2024 PM 2 L



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

24 JUL 2024 PM 4 L



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208

DES MOINES IA 500

24 JUL 2024 PM 2 L



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☒ I oppose the proposed parking changes

Comments from resident of: 409 E 10th St S

PREFER TO SEE SPEED LIMIT SIGNS AND
SPEED ENFORCEMENT MOVING PATROLES
DON'T CATCH SPEEDERS ON E 10th ST. KIDS AT RISK!
PARKING NOT ENFORCED EITHER. A CAR SITTING 4
MONTHS NOT MOVED OR TICKETED!
SPEED!
CARS CONSTANTLY RUNNING STOP SIGN @
E 5th AND 10th ST S.

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☐ I agree with the proposed parking changes
☒ I oppose the proposed parking changes

Comments from resident of: 612 E 10th ST S

There are only 2 cars regularly parked on
the street; they are opposite sides of street
and spaced a couple houses from each other.
We NEVER have an issue. The new proposal
would cause issues for us. We propose to
at least, leave our 600-700 block off this



Newton Police Department
101 W. 4th St. S.
Newton, IA 50208



Newton Police Department
101 W. 4th St. S.
Newton, IA 50208

City of Newton
Traffic Safety Committee
101 W 4 St S
641-791-0850

Speeding and posted speed limit signs would be more useful.
Moving in police car patrols don't catch the speeders on E 10 St S.
Also stop signs @ E.5 Ave S. & E 10 St S. is being run many times a day.
Parking on west side of E.10th St.S. Is not an issue for me!
I'm more concerned about cars speeding UP & DOWN E.10 St.S.
Removing park vehicles would just open street for more speeding.
There are several families on this street with small children.
People walk their pets on sidewalk and have to cross street at times.
Need portable speeding signage. And camera surveillance.
Noise from speeding unmuffled vehicles are late night sleep killers.
Why has there been a car sitting E.10 St since Feb & not ticketed or moved?
East 10 St. S. residence

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
- ☐ I oppose the proposed parking changes

Comments from resident of: 302 E 10th ST S

11th Street is also bad!

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
- ☐ I oppose the proposed parking changes

Comments from resident of: 624 E 10th St S

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
- ☐ I oppose the proposed parking changes

Comments from resident of: 410 E 10th St S

the family are still living in shed
in back yes 429 E 10th St S. ??
yes I agree
thank you
410 E 10th St S

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
- ☐ I oppose the proposed parking changes

Comments from resident of: 309 E 10th St S

There is a tan truck that parks right
across the street & we are having issues
getting out of our driveway. I don't
want there to be a bunch of cars that
park on the west side & there's issues get in
by!! east

DES MOINES IA 500
24 JUL 2024 PM 4 L



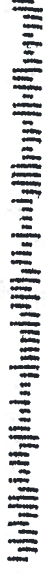
Newton Police Department
101 W. 4th St. S.
Newton, IA 50208



DES MOINES IA 500
24 JUL 2024 PM 4 L



Newton Police Department
101 W. 4th St. S.
Newton, IA 50208



DES MOINES IA 500
22 JUL 2024 PM 2 L



Newton Police Department
101 W. 4th St. S.
Newton, IA 50208



DES MOINES IA 500
24 JUL 2024 PM 4 L



Newton Police Department
101 W. 4th St. S.
Newton, IA 50208



Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☐ I oppose the proposed parking changes

Comments from resident of: 515 E 10th St S

I recommend restriction on West side of street. Parked vehicles on west side street make it difficult for homeowners on east side to enter & exit driveway.

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☐ I oppose the proposed parking changes

Comments from resident of: 710 E 10th St S

DES MOINES IA 500
Parking Survey 300-700 block of E. 10th St. S.

23 JUL 2024 PM 2 L

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☐ I oppose the proposed parking changes

Comments from resident of: 318 E 10th St S

Good idea we got a lot of drivers speeding down the street. There are small children who live on the street. Very scary!!!!
CARS + motor cycles go 50 miles an hour on this street. We need speed trap/monitor posted.

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☐ I oppose the proposed parking changes

Comments from resident of: 515 E 10th St S

Great idea!

DES MOINES IA 500

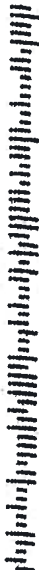
22 JUL 2024 PM 2 L



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



DES MOINES IA 500

25 JUL 2024 PM 2 L



Newton Police Department

101 W. 4th St. S.

Newton, IA 50208



Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☐ I agree with the proposed parking changes
☒ I oppose the proposed parking changes

Comments from resident of: 603 E 10th ST S

Dont Do that.

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☐ I agree with the proposed parking changes
☒ I oppose the proposed parking changes

Comments from resident of: 615 E 10th ST S

We have not had issues with people parking on both sides of the road in the 600 block. We stagger the cars appropriately so others can pass safely.

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☒ I agree with the proposed parking changes
☐ I oppose the proposed parking changes

Comments from resident of: 523 E 10th St S

Tired of people parking on both sides. We have a camp. Hard to get through. Would be very hard for emergency vehicles

Parking Survey 300-700 block of E. 10th St. S.

Please complete the survey to the City of Newton's recommendation to restrict parking on the west side of 300-700 block and return to the City of Newton Police Department by August 8, 2024.

- ☐ I agree with the proposed parking changes
☒ I oppose the proposed parking changes

Comments from resident of: 614 E 10th ST S

I don't feel like there's ever an issue to get through from 5th Ave to 7th Ave. It does seem like there's problems occasionally from 3rd to 5th however. I am opposed to closing one side from 5th Ave to 7th Ave.



Memorandum

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

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

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

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

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

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

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

Local jurisdiction discretion for existing residential streets:

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

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

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

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

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

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

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

City of Newton Council Report

**Item:**

Second consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 4300 block of South Fifteenth Avenue East

Summary:

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

Financial Impact:

N/A

Report Number: 2024-815

Date:

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City received safety concerns from citizens regarding street parking in the 4300 block of S. 15th Ave. E. The complaints are a result of semi traffic parking on both the north and south sides of the roadway making it difficult for vehicle and truck traffic to safely enter onto Iowa Speedway Drive due to the obstructed view caused by the parking.

The 4300 block of S. 15th Ave. E. is only 35 feet wide and is not wide enough to safely accommodate semi parking on both sides of the street, and allow an unobstructed view of Iowa Speedway Drive to allow vehicle and truck traffic to safely enter onto Iowa Speedway Drive. The Traffic Safety Committee has reviewed the situation and, based on the existing policy for street parking restrictions, recommends restricting parking on the north and south side of the 4300 block of S. 15th Ave. E. from 300 feet west of the west curblane of Iowa Speedway Drive.

Caseys management was consulted and were in favor of the proposed 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 4300 BLOCK OF SOUTH FIFTEENTH AVE EAST.

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.

AVENUES, SOUTHEAST QUADRANT

South Fifteenth Avenue East

"No Parking Anytime".

Both sides of South Fifteenth Avenue East 300 feet west of the west curbline of Iowa Speedway Drive.

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

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

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

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

Dated this ____ day of _____, 2024.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

First consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 300 Block of West Fourth Street North

Summary:

Establish a 3-hour parking limit on both sides of the 300 block of W. 4th St. N. to promote greater access to local businesses, and establishing parking on the east side of the 300 block of W. 4th St. N.

Financial Impact:

N/A

Report Number: 2024-955**Date:**

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City has received concerns from businesses in Legacy Plaza that the current time limits on street parking in the 300 block of W. 4th St. N. no longer meet the needs of businesses and customers in this area. Currently, street parking is allowed in one spot for up to three days (72 hours). This has a negative impact on customers and patrons of the businesses in Legacy Plaza by reducing available parking and making those customers use long-term parking lots nearby to do business in this area.

There is currently "no parking" allowed on the east side of the 300 block of W. 4th St. N. Cars routinely park on the east side of this street, but City staff has determined that our Code does not currently allow it, so this is a technical change to allow what is already actually happening. With the growth in Legacy Plaza, there is a need for this on-street parking to be allowed. This street is 38 feet wide which is adequate to permit parallel on-street parking.

It has been requested that the City restrict parking to 3 hours on both sides of the street in the 300 block of W. 4th St. N., and permit street parking in the 300 block of W. 4th St. N.

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 300 BLOCK OF WEST FOURTH STREET NORTH.

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

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

STREETS, NORTHWEST QUADRANT

West Fourth Street North.

"No Parking Anytime".
~~East Side from North Third Avenue West north to North Fourth Avenue West.~~
East side from North Second Avenue West north to North Third Avenue West.
East side from North Fourth Avenue West north to North Seventh Avenue West.
Both sides from North Fourth Avenue West north to North Seventh Avenue West.
West side from North Seventh Avenue West north to North Ninth Avenue West.
Both sides from Union Drive north to the City Limits.
West side from First Avenue north to North Second Avenue West.
West side from First Avenue north to ~~notth~~ north Ninth Avenue West. [Ord. 2295 Eff. 4/24/2017]
[Ord. 2298 Eff. 6/8/2017] [Ord. 2353 Eff. 3/6/19]

LIMITATION ON PARKING TIME – THREE HOURS.

Between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, no vehicles shall be parked or left standing in a designated parking space within three hour parking zone for a period longer than three (3) hours. Any vehicle occupying a designated parking space within a three (3) hour parking zone shall be removed from said space and relocated to another space or removed from the three (3) hour parking zone completely within three (3) hours.

The Central Business District, defined as all property including sidewalks, streets, avenues and highways of the city situated within an area extending from and including the East Second Street right-of-way on the east to but not including the West Third Street right-of-way on the west and from the north curb line of the South Second Avenue right-of-way on the south to the south curb line of North Third Avenue on the north. Parking shall not be allowed in any part of the Central Business District designated elsewhere in this Code as a "No parking" zone.

Additional Three (3) Hour Parking Streets:

West Fourth Street South.

100 Block, East side.

West Fourth Street North

300 Block.

West Third Street North.

100 Block, East side.

West Second Street South.

100 Block, both sides.

West Second Street North.

100 Block, both sides.
200 Block, both sides.

First Street South.

100 Block, both sides.

First Street North.

100 Block, both sides.
200 Block, both sides.

East Second Street North.

100 Block, west side.
~~300 Block, East side.~~ [Ord. 2374 Eff. 5/12/20]
200 Block, West side, from North 2nd Avenue, North to the alley.

First Avenue West.

100 Block, both sides.
200 Block, South side.

North Second Avenue West.

100 Block, both sides.
200 Block, both sides.

First Avenue East.

100 Block, both sides.

North Second Avenue East.

100 Block, both sides.

~~North Fourth Avenue East [Ord. 2374 Eff. 5/12/20]~~

~~200 Block, both sides [Ord. 2374 Eff. 5/12/20]~~

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 a reimbursable agreement with Alliant Energy, along with payment of upfront costs, for the installation of electric facilities in the Arbor Estates, Second Addition subdivision

Summary:

Authorization by the City to have electric facilities installed by Alliant Energy in the Arbor Estates, Second Addition subdivision.

Financial Impact:

\$113,651.49 initial installation payment paid from 2024 Arbor Estates Bond proceeds; followed by \$4,873.10 rebates back to the City with the installation of each new electric service, resulting in a complete reimbursement after the 24th new electric service is established within the next 10 years.

Report Number: 2024-898**Date:**

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

As part of the City's responsibilities in developing the Arbor Estates, Second Addition subdivision, service agreements with utility companies need to be formalized before these companies install their new facilities to serve the future housing in the subdivision. Alliant Energy completes this step after final platting, so they have prepared this agreement and will be ready to install their underground facilities upon execution of said agreement. Their facilities will include underground electric lines, pedestals, and transformers, all of which will serve the 28 residential lots in Arbor Estates, Second Addition.

This agreement has an upfront cost of \$113,651.49, and it allows for the City to recapture all of this initial expense as houses are constructed over the next ten years. As each new electric service is established, the City will receive an estimated refund of \$4,873.10. With the construction of at least 24 new residential units over the next ten years in the 28 lots of Arbor Estates, Second Addition, the City would recover all the initial installation costs noted above. The costs associated with this resolution do not include streetlight installation in this subdivision, as this cost will be covered by a separate resolution.

Recommendation:

City Staff recommends that City Council approves this resolution to enter into the electric facilities extension agreement with Alliant Energy and to execute payment of the upfront installation costs.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING AN AGREEMENT WITH ALLIANT ENERGY, ALONG WITH PAYMENT OF UPFRONT COSTS, FOR THE INSTALLATION OF ELECTRIC FACILITIES IN THE ARBOR ESTATES, SECOND ADDITION SUBDIVISION

WHEREAS, as part of the City’s responsibilities in developing the Arbor Estates, Second Addition subdivision, service agreements with utility companies need to be formalized prior to these companies installing their new facilities to serve the future housing; and

WHEREAS, Alliant Energy has prepared an agreement with the City to install underground electric lines, along with the related pedestals and transformers, to serve the 28 lots in Arbor Estates, Second Addition; and

WHEREAS, said agreement has an upfront cost of \$113,651.49, but allows for the City to recover this initial expense over the next ten years with refunds of \$4,873.10 for each new electric service installed; and

WHEREAS, with the construction of at least 24 new residential units over the next ten years in the 28 lots of Arbor Estates, Second Addition, the City would recover all of the initial installation costs noted above.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor and City Clerk are authorized to execute the service agreement with Alliant Energy.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the \$113,651.49 upfront cost for said facilities extension will be paid using 2024 Arbor Estates Bond proceeds.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Interstate Power and Light Co.
An Alliant Energy Company
1284 XE PL
Ames IA 50014
www.alliantenergy.com

September 17, 2024

CITY OF NEWTON
PO BOX 399
NEWTON IA 50208

RE: ARBOR ESTATES 2ND ADDITION

Enclosed please find a copy of the Electric Facilities Extension Agreement. The cost for the electric facilities installation will be \$113,651.49. This is the amount to be paid to Interstate Power & Light Company thirty (30) days prior to the commencement of construction.

On the copy of the agreement, under the Customer/Developer header on the second page, you will need to complete the following fields:

- ◆ By: Owner Signature
- ◆ Title: Owner Title

Your prompt response to return the signed, original Electric Facilities Extension Agreement to the address listed below, along with payment, is appreciated. An original Electric Facilities Extension Agreement, including the Exhibits A & B, will be mailed to you after Interstate Power & Light Company management has authorized your documents and payment has been processed, or verified if ACH.

When submitting payment, please DO NOT combine payments for multiple projects, or multiple contracts. Submit payment in the amount of \$113,651.50 only.

Interstate Power & Light Company
Attention: SHERRY MOORE
1284 XE PL
Ames IA 50014

If you have questions concerning this extension contract, please call DILLON WRIGHT, Sr Field Designer, at 641-269-2907 for assistance.

Sincerely,

A handwritten signature in cursive script that reads "Sherry Moore".

SHERRY MOORE
Work Order Support Coordinator
515-268-3426

enclosures



INTERSTATE POWER AND LIGHT COMPANY
Applicable to the Iowa Service Area

Electric Facilities Extension Agreement (Advance by Cash Deposit)

Contract No. **59605**

This agreement made this 16th day of SEPTEMBER, 2024 by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as "the Company") and CITY OF NEWTON, a corporation/partnership/proprietorship with principal offices at City of NEWTON, State of IOWA, (hereinafter referred to as "the Customer/Developer"):

WITNESSETH,

WHEREAS, the Company is engaged in the distribution of electricity in the State of Iowa, and

WHEREAS, the Customer/Developer is the owner of the following legally described premises: ARBOR ESTATES SECOND ADDITION, as shown on the map attached hereto (marked Exhibit A) and made a part hereof and;

WHEREAS, the Company desires to sell electricity to the owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have electricity available for such residences or other buildings, hereinafter called "Electric Service".

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate electric distribution facilities to serve said premises upon application for Electric Service made by the owner or occupant of each such residence or other building.
2. Thirty (30) days prior to the commencement of construction, by the Company of electric distribution facilities, the Customer/Developer shall execute this agreement and shall advance to the Company the estimated cost of construction of electric distribution facilities, as set out in Exhibit B attached.
3. Upon acceptance by the Company of each attachment for Electric Service by Customers/Developers along the extensions specifically contemplated in Exhibit B, the Company shall refund amounts, in accordance with the Company's current electric tariff on file with the Iowa Utilities Board, three (3) years estimated revenue minus the revenue for recovery of fuel and energy efficiency program costs for the said three (3) years. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.
4. The obligation of the Company to make refunds to the Customer/Developer shall be null and void after the expiration of ten (10) years from the date of the advance, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.
5. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said electric extensions. Prior to

electric facilities installation the customer/developer agrees to install lot pins and have existing grade within six inches of final grade. The Customer/Developer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

6. The Customer/Developer agrees to physically mark the location of all obstacles on Customer/Developer's site that lie underground within ten feet of proposed excavation. Such obstacles may include, but are not limited to, septic and sewer systems, buried wire for out-buildings or decorative lighting, drain tiles and LP gas lines. The Customer/Developer shall mark the location of all such obstacles with stakes or flags or by painting the ground prior to and maintained until commencement of the proposed excavation. The Customer/Developer accepts full responsibility for any and all damage to, or damage caused by, Company or its contractor striking any such underground obstacles the Customer/Developer fails to mark or marks incorrectly.
7. Title to all electric facilities installed pursuant to this agreement shall be in the Company.
8. Applications for Electric Service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company as contained in its tariff effective at the date of said applications with respect to the availability of Electric Service and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY

By _____

Title _____

CUSTOMER/DEVELOPER

Tax ID # _____

By _____

Title _____

IPL Internal Note:

Field Engineering - Attachments to the Agreement include:

- Exhibit A: Map of the location where IPL facilities will be installed.
- Exhibit B: IPL Standard Charges Exhibit B document identifying the itemization of facility costs.

This page (IPL Internal Note) should **not** be attached to the Advance Agreement, it is a reference to assist you in identifying the attachments, which must accompany the agreement.



Interstate Power and Light Company, an Alliant Energy Company
NEW UNDERGROUNDELECTRIC PRIMARY FOR ARBOR ESTATES PHASE 2 BILLING ESTIMATE

Sep 16, 2024

All prices are estimates and are subject to change. Estimate is valid for 30 Days. Actual construction costs may result in changes.

For questions regarding the bill estimate call: 1-641-269-2907

Mail To:	CITY OF NEWTON PO BOX 399 NEWTON, IA, 50208	Reference Account #:	4744880581
Email Address:		Reference Work Order:	1025572
		AE Contact Name:	Wright, Dillon
		AE Contact Email:	dillonwright@alliantenergy.com
		AE Contact Phone:	1-641-269-2907
Service Address:	23RD ST N, NEWTON, IA 50208	Billable Charge Type:	EXHIBITB
		Billable Charge Status:	ESTIMATE

Qty	Description	Unit Cost	Cost	Refundable?
1.00	Electric Crew Setup Fee	\$1,046.00	\$1,046.00	Yes
1,140.00	2" Conduit	\$5.36	\$6,110.40	Yes
1,140.00	Electric Cable Pulling through Conduit	\$5.03	\$5,734.20	Yes
10.00	Transformer Cost Difference Overhead to Underground <=167 kVA	\$747.00	\$7,470.00	Yes
6.00	Electric Padmount Transmformer Installation, 1 Phase	\$1,119.43	\$6,716.58	Yes
4.00	Electric Riser & Padmount Transformer Installation, 1 Phase	\$3,229.74	\$12,918.96	Yes
5.00	Electric Secondary Pedestal	\$517.40	\$2,587.00	Yes
2,905.00	Trench Excavation	\$5.25	\$15,251.25	Yes
1,140.00	Directional Drill 2"	\$21.53	\$24,544.20	Yes
3,510.00	Electric Underground Primary Cable - Size #1, 1 Phase	\$3.64	\$12,776.40	Yes
500.00	Electric Underground Secondary Cable, Size 350 3/C	\$4.82	\$2,410.00	Yes

Total Refundable Amount:	\$97,564.99
Total Non-Refundable Amount:	\$0.00
Total Installed Cost:	\$97,564.99
State/Local Tax:	\$0.00
Tax Adder:	\$16,086.50
Total Billable Amount:	\$113,651.49

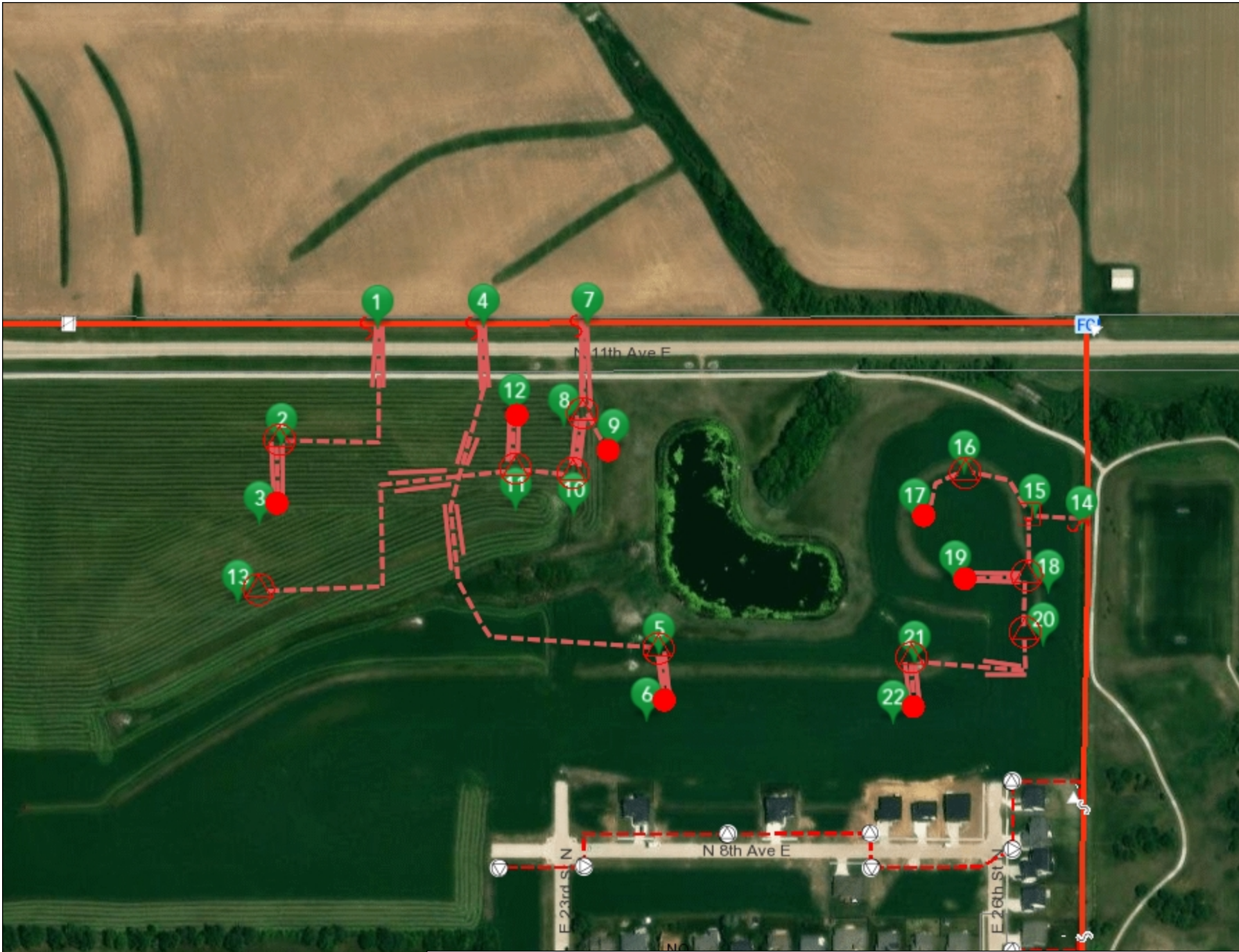
Comments:

ESTIMATE FOR INSTALLING NEW SINGLE PHASE UNDERGROUND ELECTRIC PRIMARY FOR PHASE 2 OF ARBOR ESTATES SUBDIVISION. CONTRACT # 59605

Estimate is valid for 30 Days

Valid until

Interstate Power and Light Company (IPL) and Wisconsin Power and Light Company (WPL) both Alliant Energy utility companies and hereafter referred to as the Utilities) assume no liability and make no warranty or representation whatsoever as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any intention to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to the requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, You are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. (If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to You that You cannot comply, that your copy has been removed from all storage mechanisms, and that You will not further use this map.) This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by You subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure indefinitely. Any other use, copying or reproduction is strictly forbidden.



Contractor Name:

Signature:

Notes:



4,800.00



Alliant Energy Confidential
Classification: Confidential

EXHIBIT A ARBOR ESTATES PHASE 2

City of Newton Council Report

**Item:**

Resolution approving an agreement with Alliant Energy for the installation of 9 new streetlights in the Arbor Estates, Second Addition subdivision

Summary:

Authorization by the City to have nine new streetlights installed in the Arbor Estates, Second Addition subdivision.

Financial Impact:

\$22,670.95 non-refundable payment to be paid from Arbor Estates 2024 Bonds; followed by monthly lighting costs of to be paid from the Road Use Tax fund.

Report Number: 2024-899**Date:**

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

As part of the City's responsibilities in developing the Arbor Estates, Second Addition subdivision, service agreements with utility companies need to be formalized before these companies install their new facilities to serve the future housing in the subdivision. Alliant Energy completes this step after final platting, so they have prepared this agreement and will be ready to install these 9 new streetlights upon execution of the said agreement. In conjunction with Alliant Energy extending their underground facilities to service all 28 lots in Arbor Estates, Second Addition, the installation of nine new streetlights is proposed.

Alliant Energy has prepared an agreement with the City to install the nine new streetlights at an estimated cost of \$22,670.95, which will be billed after the installation is complete. These streetlights will be owned and maintained by Alliant, with the City then being responsible for a monthly lighting fee, as we are with others. The costs associated with this resolution are non-refundable, unlike those costs of the extension of Alliant's underground facilities into Arbor Estates, Second Addition that will serve the 28 residential lots which is part of a separate resolution.

Recommendation:

City Staff recommends that City Council approves this resolution to execute the streetlight installation agreement, thus directing Alliant Energy to install 9 new streetlights in Arbor Estates, Second Addition. Said installation costs are estimated at \$22,670.95, which will be billed after the installation is complete.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING AN AGREEMENT WITH ALLIANT ENERGY FOR THE INSTALLATION OF STREETLIGHTS IN THE ARBOR ESTATES, SECOND ADDITION SUBDIVISION

WHEREAS, as part of the City’s responsibilities in developing the Arbor Estates, Second Addition subdivision, service agreements with utility companies need to be formalized prior to these companies installing their new facilities to serve the future housing; and

WHEREAS, in conjunction with Alliant Energy extending their lines and facilities to service the 28 lots in Arbor Estates, Second Addition, the installation of nine new street lights is proposed; and

WHEREAS, Alliant Energy has prepared an agreement with the City of Newton to install the nine new streetlights in Arbor Estates, Second Addition at a total cost of \$22,670.95, which will be billed after installation is complete; and

WHEREAS, the costs associated with this resolution and agreement are non-refundable, unlike those costs required for the corresponding Alliant Energy Electric Facilities Extension Agreement to serve the 28 residential lots that is part of a separate resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor and City Clerk are authorized to execute the Street Lighting Agreement with Alliant Energy.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the \$22,670.95 cost for said streetlight installation will be paid using 2024 Arbor Estates Bond proceeds.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the Public Works Director is authorize to make monthly payments to Alliant Energy for costs to light these nine streetlights.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



STREET LIGHTING RESOLUTION

The following Resolution _____ was adopted by the City Council of the City of _____ at a meeting held on _____, 20_____.

Be it resolved by the City Council of the City of _____, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>9</u>		<u>72W</u>	<u>Roadview LED</u>	<u>Fiberglass 35'</u>	☐ OH ☒ UG
2. _____					☐ OH ☐ UG
3. _____					☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1. <u>Arbor Estates Phase 2 Addition</u>	
2. _____	
3. _____	

City Official _____
declared said Resolution duly passed and adopted the _____
day of _____, 20_____.

Attest _____
Title _____



Interstate Power and Light Company, an Alliant Energy Company
ARBOR ESTATES PHASE 2 STREETLIGHTING BILLING ESTIMATE

Sep 16, 2024

All prices are estimates and are subject to change. Estimate is valid for 30 Days. Actual construction costs may result in changes.

For questions regarding the bill estimate call: 1-641-269-2907

Mail To:	CITY OF NEWTON PO BOX 399 NEWTON, IA, 50208	Reference Account #:	5978717999
Email Address:		Reference Work Order:	1026118
		AE Contact Name:	Wright, Dillon
		AE Contact Email:	dillonwright@alliantenergy.com
		AE Contact Phone:	1-641-269-2907
Service Address:	23RD ST N, NEWTON, IA 50208	Billable Charge Type:	STREETLIGHT
		Billable Charge Status:	ESTIMATE

Qty	Description	Unit Cost	Cost	Refundable?
9.00	Lighting Fiberglass Pole	\$1,901.42	\$17,112.78	No
820.00	Lighting Conduit 1"	\$1.29	\$1,057.80	No
820.00	Lighting Cable Pulling per FT per Conduit	\$3.54	\$2,902.80	No

Total Refundable Amount:	\$0.00
Total Non-Refundable Amount:	\$21,073.38
Total Installed Cost:	\$21,073.38
State/Local Tax:	\$0.00
Tax Adder:	\$1,597.57
Total Billable Amount:	\$22,670.95

Comments:

ESTIMATE FOR INSTALLING 9 NEW STREETLIGHTS FOR THE ARBOR ESTATES PHASE 2

Estimate is valid for 30 Days

Valid until

City of Newton Council Report

**Item:**

Resolution accepting completion of the Arbor Estates Second Addition Construction Project

Summary:

Accept completion of the project and authorize release of the retainage.

Financial Impact:

Council previous approved a contract for \$2,689,109.12 on September 18, 2023, and Change Order No. 3 for \$57,425.84 on August 5, 2024; and this action would accept the project and authorize payment of the retainage amount of \$130,666.89.

Report Number: 2024-971**Date:**

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In partnership with the Newton Housing Development Corporation (NHDC), the City has been working to increase residential subdivision development in northeast Newton. This project, known as the Arbor Estates Second Addition Construction Project, included earthwork, sanitary and storm sewer, water main, 31-foot wide Portland cement concrete (PCC) streets, erosion control, seeding, and other related items needed to construct the Arbor Estates Second Addition subdivision.

On September 18, 2023, the City Council awarded a contract to McAnich Corp. of Des Moines, Iowa for \$2,689,109.12; and on August 5, 2024, the City Council approved Change Order No. 3 for \$57,425.84. Change Order No. 1, which was a formality and did not authorize any additional work or expenditures, extended the contract deadline by two weeks to June 15, 2024, to accommodate a delay in awarding the project in the fall of 2023. Change Order No. 2 also did not authorize any additional work or expenditures and it was another time extension to reschedule the contract deadline to July 18, 2024.

The Engineer's Statement of Completion Form has been signed stating that the project has been substantially completed in general compliance with the contract's terms, conditions, and stipulations. Based on actual measured quantities of work completed, the final contract amount and change orders is \$2,613,337.78; which is \$133,197.18 less than the original contract.

Recommendation:

City staff recommends accepting the completion of the Arbor Estates Second Addition Construction Project, and authorizing the retainage amount of \$130,666.89 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-_____

**RESOLUTION ACCEPTING COMPLETION OF THE ARBOR ESTATES
SECOND ADDITION CONSTRUCTION PROJECT**

WHEREAS, the City, in partnership with the Newton Housing Development Corporation (NHDC), has been working to increase residential subdivision development in northeast Newton; and

WHEREAS, this current project known as the Arbor Estates Second Addition Construction Project includes earthwork, sanitary and storm sewer, water main, 31-foot-wide Portland cement concrete (PCC) streets, erosion control, seeding, and other related items needed to construct the Arbor Estates Second Addition subdivision; and

WHEREAS, on September 18, 2023, City Council awarded a contract to McAnich Corp. of Des Moines, Iowa in the amount of \$2,689,109.12; and on August 5, 2024, City Council approved Change Order No. 3 in the amount of \$57,425.84; and

WHEREAS, the Engineer's Statement of Completion Form has been signed stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract; and

WHEREAS, Change Order No. 1, which was a formality and did not authorize any additional work or expenditures, extended the contract deadline by two weeks to June 15, 2024, to accommodate a delay in awarding the project in the fall of 2023; and

WHEREAS, Change Order No. 2 also did not authorize any additional work or expenditures and was another time extension to reschedule the contract deadline to July 18, 2024; and

WHEREAS, the final contract amount, based on actual measured quantities of work completed and change orders is \$2,613,337.78, which is \$133,197.18 less than the original contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the City of Newton hereby accepts completion of the project, approves the final contract amount of \$2,613,337.78 based on final measured quantities and three change orders, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$130,666.89 to McAnich Corp. of Des Moines, Iowa, to be paid using \$98,947.16 from 2023 Bond proceeds and \$31,719.73 from 2024 Bond proceeds, no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution for Awarding the Bid and Contracting for the Purchase and Installation of an Upgrade to the Fire Department Vehicle Exhaust Removal System

Summary:

The Fire Department received a grant from Assistance to Firefighters Grant program for the purchase and installation of upgrades to the vehicle exhaust removal system.

Financial Impact:

\$45,490 to be reimbursed from the Assistance to Firefighter Grant proceeds.

Report Number: 2024-919**Date:**

October 7, 2024

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department utilizes equipment to remove vehicle exhaust from the fire apparatus and ambulance bays. Vehicle exhaust in buildings has been proven to cause cancer without proper ventilation or removal. The current system is from Plymovent and has been in place for approximately 15 years and has experienced normal wear and tear resulting in maintenance issues and escalating operating costs. The Fire Department applied for a grant from the Assistance to Firefighters Grant program in the spring of 2024 for the purchase and installation of equipment to upgrade the existing vehicle exhaust removal system in the Fire Department. In August, the Newton Fire Department received the grant from Assistance to Firefighters Grant program to fund the project. The Fire Department sought bids from two companies that provide vehicle exhaust removal with similar specification and equipment.

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

We find that MagneGrip system pricing is higher as they have more investment replacing existing Plymovent system components that can be utilized and upgraded by Plymovent.

Recommendation:

Staff recommends accepting the bid and authorizing the Fire Department to contract for the purchase and installation of the vehicle exhaust system upgrade in the amount of \$45,490.00 from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas. Funds from the Assistance to Firefighters grant will be used toward the purchase.

Alternative:

City Council could consider the upgrade of the vehicle exhaust system to MagneGrip in the amount of \$49,773.00. Staff does not recommend this option due to price differences and the current system has served the Fire Department well with low maintenance costs and consistent operation.

Matt Muckler, City Administrator

RESOLUTION NO 2024 - _____

RESOLUTION FOR AWARDING THE BID AND CONTRACTING
FOR THE PURCHASE AND INSTALLATION OF AN UPGRADE
TO THE FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL
SYSTEM

WHEREAS, the Fire Department utilizes a vehicle exhaust removal system to maintain a safe work and living environment for staff; and

WHEREAS, the current vehicle exhaust removal system has been in service for approximately 15 years, experiencing normal wear and tear resulting in maintenance issues and escalating operating costs; and

WHEREAS, the Fire Department applied for a grant through the Assistance to Firefighters Grant fund to purchase and install an upgrade to the vehicle exhaust removal system; and

WHEREAS, the Fire Department received a grant from the Assistance to Firefighters Grant fund; and

WHEREAS, the Fire Department received bids from two (2) competitive bidders who furnish, upgrade, and install vehicle exhaust and removal systems as listed below:

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the lowest responsible bid from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas in the amount of \$45,490.00 for the purchase of equipment and installation funded through the Assistance to Firefighters Grant award in the amount of \$45,490.00.

PASSED this _____ day of October 2024.

APPROVED this _____ day of October 2024.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution adopting the 2024-2026 Council Goals for the City of Newton

Summary:

The 2024-2026 City Council Goals will serve as a guide during the upcoming budget process as well as serve as direction in setting priorities for City Staff

Financial Impact:

No financial impact by adopting the Goals

Report Number: 2024-932

Date:

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Presented for the City Council's consideration are the 2024-2026 City Council Goals. The City of Newton Goal Setting Process takes place every year. It is an opportunity for elected officials to communicate to the city administrator a work plan for the coming year. It also allows elected officials to communicate to staff which projects they consider to be the highest priority projects and serve Department Directors in the course of their daily work and the setting of priorities. These priorities are then used to create a budget proposal for Council consideration. The priorities selected by elected officials also guide City staff in developing a five-year Capital Improvement Plan (CIP) for the consideration of elected officials. This year, the potential goals listing was divided into two categories including non-street projects and street projects.

Here are the goals that received votes from at least four elected officials (listed from most votes received to least):

- S. 12th Ave. W. (1800 block - between Hwy. 14 and W. 18th St. S.) Reconstruction (\$775,000) - 22 votes
- Asphalt Mill and Overlay - Various Streets (\$1,000,000) - 18 votes
- Downtown Public Restroom, Concrete Pad, and Shade Structure (\$175,000 - \$350,000) - 14 votes
- E. 4th St. S. (100-400 blocks) Reconstruction (\$1,000,000) - 14 votes
- Police/Fire Joint Training and Storage Facility (not to exceed \$195,000) - 13 votes
- Westwood Clubhouse Phase 3 Improvements (\$250,000) - 13 votes
- Sidewalk to Wal-Mart/ALDI (\$100,000 in TIF funds) - 11 votes
- New Skate Park at Aurora (\$800,000 Grants and GF) - 11 votes
- Portland Cement Concrete (PCC) Patching - Various Streets (\$1,000,000) - 11 votes
- Airport SE Apron Expansion (\$146,000 plus \$400,000 state grant plus \$960,000 FAA Funds = \$1,506,000) - 5 votes

With an estimated \$2.4 million available for projects, one option that the City Council has in adopting goals would be to adopt as their goals only the top three items by number of votes. That would include S. 12th Ave. W. (\$775,000), Asphalt Mill and Overlay of Various Streets (\$1,000,000) and the Downtown Public Restroom (\$175,000-\$350,000). In order to accomplish more than just three goals, City staff recommends that Council adopt a list of eight goals that would include S. 12th Ave. W., the Downtown Public Restroom, the Police/Fire Joint Training and Storage Facility, Westwood Clubhouse Phase 3 Improvements, the Sidewalk to Wal-Mart/ALDI, a new Skate Park at Aurora Park, the Airport SE Apron Expansion and Asphalt Mill and Overlay of Various Streets. The reason

that more goals can be accomplished in this second option is the cost of street projects as compared to non-street projects.

One clarification that should be made is that the Sidewalk to Wal-Mart/ALDI will be completed either way utilizing TIF funds. The 1st Ave. & E. 12th St. Stormwater Project will also be completed with TIF funds as its main source of revenue. Another note is that the Skate Park at Aurora will only be completed in the case that a large grant is awarded for that project. The Airport Expansion now has a maximum local match required of \$146,000 vs. the \$170,000 that Council approved during the goal setting session. Finally, remaining funds or funding that can be obtained through other sources, including Road Use Tax (RUT) revenue bonds, and TIF funds, would be utilized for Asphalt Mill and Overlays of Various Streets. To be clear, if Council prefers to stick with the option that would fund only the top three items (plus the Wal-Mart/ALDI sidewalk and the 1st Ave. & E. 12th St. Stormwater Project), that is a policy choice that is available to the Council on this issue.

Recommendation:

Staff recommends approval of the 2024-2026 Council Goals.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION ADOPTING THE 2024 - 2026 COUNCIL GOALS
FOR THE CITY OF NEWTON**

WHEREAS, it is the fundamental and foundational purpose of the City of Newton to provide a safe community, encourage economic development, foster a high quality of life, and lead with effective, efficient governance; and

WHEREAS, the 2024 - 2026 City Council Goals set forth goals, objectives, and strategies to achieve these purposes as well as to set the future course for the City;

WHEREAS, the 2024 – 2026 City Council Goals will assist in the upcoming budget process for FY25;

WHEREAS, the 2024 - 2026 City Council Goals summarizes the details of the tasks and responsibilities that will serve Directors in the course of their daily work and the setting of priorities;

WHEREAS, it is important for the City Council, City Staff, and the community to clearly know the direction of the organization and to hold one another accountable for that direction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the attached 2024 - 2026 City Council Goals are hereby adopted and shall be used by City Staff in accomplishing the City’s Goals.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



2024 – 2026 CITY COUNCIL GOALS

1. S. 12th Ave. W. (1800 block – between Hwy. 14 and W. 18th St. S.) Reconstruction – \$775,000
2. Downtown Public Restroom, Concrete Pad, and Shade Structure – \$175,000 - \$350,000
3. Police/Fire Joint Training and Storage Facility – not to exceed \$195,000
4. Westwood Clubhouse Phase 3 Improvements – \$250,000
5. Sidewalk to Wal-Mart/ALDI – \$100,000 in TIF funds
6. New Skate Park at Aurora – \$800,000 in a combination of grants and GF, to be determined by Council (only to be constructed in the event that sufficient grants are received)
7. Airport SE Apron Expansion – \$146,000 plus \$400,000 state grant plus \$960,000 FAA Funds = \$1,506,000
8. Asphalt Mill and Overlay – Various Streets – in an amount to be determined, as funding allows

Additional Projects approved by consent:

1. Plan Review Hardware and Software - Fire Department (\$10,000)
2. Zero-Turn Mower - Cemetery (\$11,200)
3. Parks Utility Cart (\$12,000)
4. Fire Station Remodeling - Fire Department (\$15,000)
5. Maytag Pool Paint (\$15,000)
6. City Hall West Window Replacement (\$15,000)
7. Parks Zero-Turn 6' Mower (\$18,000)
8. City Hall 2nd Phase Microzone Replacement (\$25,000)
9. Park Shelter & Restroom Updates (\$25,000)
10. Hike and Bike Trail Repairs (\$25,000)
11. Greens Mower (\$48,000 Golf)
12. Fire Equipment – Miscellaneous (\$47,000)
13. Police Computers & Technology (\$65,000)
14. Tree & Stump Removal (\$75,000)
15. S. 5th Ave. W. Reconstruction Project Planning for Phase 1 (\$82,500)
16. Police Equipment – Miscellaneous (\$85,000)
17. Housing Incentives (\$100,000)
18. Police Department Vehicles (\$140,000)
19. Plow Truck Replacement (\$225,000 RUT)
20. Water Main – S. 5th Ave. W. (400-700 blocks) – Phase 1 (\$260,000 Water).
21. Purchase of Smart Meters (\$300,000 Water)
22. Ambulance – Medic 2 (\$360,000)
23. Aurora Park LED Court Lighting (\$375,000)
24. Stormwater Project 1st Ave @ E. 12th St. (\$400,000 TIF)
25. Aurora Tennis Court Construction and Resurfacing (\$600,000)
26. FY25 Downtown Street Improvements – 200-300 blocks of N. 2nd Ave. W. (\$955,000 TIF)
27. Jordan Well (\$7,600,000 Water)

City of Newton Council Report

**Item:**

Resolution entering into a contract for services with Christine Pletcher DeZign for Interior and Exterior Design Services for the Westwood Clubhouse project

Summary:

Engaging interior design services with Christine Pletcher DeZign for the Westwood Clubhouse project.

Financial Impact:

Up to \$5,000 from Westwood Clubhouse Project Funds

Report Number: 2024-939

Date:

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Christine Pletcher DeZign proposes to provide design services for the Westwood Clubhouse. Christine Pletcher DeZign is a Newton-based Commercial and Residential Interior Design company. Highlights of what is proposed include:

- Reduced hourly rate of \$35.00 per hour (regular rate is \$45/hour)
- No mark-up on goods
- No retainer fee

The resolution provides an "up to" expenditure amount of \$5,000 to account for \$4,200 in design fees (\$35 x 120 hours) plus a buffer for printing, mileage, etc. Christine Pletcher DeZign has access to high-quality furniture and goods at wholesale prices, and will pass those savings on to the City. Virtual tours of some of her work can be found at the following links:

The Emory, North Liberty

<https://my.matterport.com/show/?m=MbTRYcz48JK>

Emory Clubhouse, Altoona. Go to photos/tours, page down to clubhouse tour and you can tour virtually.

<https://www.emoryaltoona.com/altoona/the-emory-altoona/photos/>

Here is an upscale 55+ community clubhouse in Waukee. Go to photos, page down to Community Spaces virtual tour. Please note bar area.

<https://www.attivowaukee.com/waukee/attivo-trail-waukee/photos/>

Recommendation:

Staff finds the proposal from Christine Pletcher DeZign to be affordable in hourly rate, to be able to provide access to furnishings at wholesale cost, and to fill a gap where staff expertise is lacking.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION ENTERING INTO A CONTRACT FOR SERVICES WITH
CHRISTINE PLETCHER DEZIGN FOR INTERIOR AND EXTERIOR
DESIGN SERVICES FOR THE WESTWOOD CLUBHOUSE PROJECT

WHEREAS, it is desirable to create a high-quality atmosphere in the new Westwood Clubhouse; and

WHEREAS, the City does not maintain staff with interior design expertise; and

WHEREAS, Christine Pletcher DeZign is a Commercial & Residential Interior Design Company located at 1014 West 4th Street South in Newton;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the agreement between the City of Newton and Christine Pletcher DeZign for design services for the Westwood Clubhouse Project is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the agreement shall not exceed \$5,000.00 in payments to Christine Pletcher DeZign for design services, mileage, and/or reimbursements and that invoices shall be paid from Westwood Clubhouse Project Funds.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Agreement for Design Services- Westwood Clubhouse Project

By and Between

City of Newton and Christine Pletcher DeZign

WHEREAS, It is desirable to create a high-quality atmosphere in the new Westwood Clubhouse; and

WHEREAS, the City does not maintain staff with interior design expertise; and

WHEREAS, Christine Pletcher DeZign is a Commercial & Residential Interior Design Company located at 1014 West 4th Street South in Newton.

- 1.) Design Fees.** City of Newton ("The City") and Christine Pletcher DeZign ("The Provider") agree to an hourly rate of \$35.00 per hour for design services for the Westwood Clubhouse project ("The Project"), documented and invoiced on a monthly basis. No retainer fee.
- 2.) Maximum Number of Hours.** The City and The Provider agree to a maximum number of 120 hours for The Project. Request for additional hours shall require City Council approval.
- 3.) Scope of Work.** The following shall be areas of expertise which The City may request services from The Provider:
 - a.** Electrical Needs. Select and provide any decorative lighting fixtures per location; review power plan for any specific additional outlets that may be needed.
 - b.** Flooring. Selections. Locate stops/starts and install patterns per product on the plan and in accordance with the budget.
 - c.** Paint/Stain. Selections. Locate stops/starts and applications on the plan.
 - d.** Furniture. Design a layout on the plan for approval and/or changes with staff. Source goods and obtain quotes for pre-approval. Coordinate the placement of orders, track, and manage delivery. Manage assembly as needed.
 - e.** Art and Décor. Source, obtain quotes for approval. Place orders and or shop for items. Manage orders and delivery.
 - f.** Budget. Assist with the budgeting of furnishings.
 - g.** Case Goods. Make selections for any cabinets, millwork, bar design, etc. Make selections for fixtures, countertops, hardware, etc.
 - h.** Trades. Available to be on the jobsite as needed and or meetings regarding selections, questions, and project needs with contractors. Also work with City Golf Pro, other City Staff, engineer, and builder as needed to meet identified needs in the building and plan accordingly.

- i. Final staging. All furniture placement, install art and décor. The City may provide assistance in this area.

4.) Purchase of goods, furniture, and other products. The Provider will work with The City to purchase furniture, flooring, and other goods in alignment with the bidding and quote requirements of the State of Iowa Code that The City is required to adhere to. There will be no mark-up on goods purchased by The Provider.

- a. The Provider's policy is to purchase goods locally, whenever possible, provided budget and quality needs can be met.

5.) Mileage. A flat mileage fee of \$25 will be charged for Central Iowa trips and up to \$50 flat mileage fee for larger trips.

- a. Note: Larger trips are not anticipated, other than a commercial restaurant/bar wholesale vendor in Monticello, Iowa.

6.) Printing. Expenses will be charged for large format printing or large quantities color printing. The Provider will verify with the City before printing to determine if printing can be done in-house by City.

The Provider:

Christine Pletcher DeZign

Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report

**Item:**

Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 from the Jasper County Historical Museum

Summary:

The Jasper County Historical Museum has submitted a request for a grant from the Newton Hotel-Motel Tourism Grant Program. The resolution approves the granting of funds for the event, which aligns with the goals of the program and the comprehensive plans.

Financial Impact:

\$2,500 from budget Hotel-Motel Tax funds set aside for the program.

Report Number: 2024-956**Date:**

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City Council approved the Newton Hotel-Motel Tourism Grant Program on December 5, 2022 (Resolution 2022-349). The Newton Hotel-Motel Tourism Grant Program is intended to encourage the development, continuation and promotion of projects, events and other initiatives that attract visitors from outside of Newton, especially those who are likely to spend the night in local hotels or motels.

The Jasper County Historical Museum's Tree-mendous Christmas Experience is an event that sees the museum decorated with over 200+ displays during the holiday season. The event helps provide funding for the museum so they can maintain the county's history as well as encourage tourism to the City of Newton. In their application, the Jasper County Historical Museum states they attracted 1,300 visitors from 59 towns, 24 counties and 16 states. They encourage all visitors to check out the downtown retails, the Holiday Light Display at Maytag Park and their sponsors and contributors during their time in Newton.

The group is seeking other donations and sponsorships in addition to this grant. They have asked for a grant of \$2,500, which is below the 25% threshold set forth by the program rules.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2024- _____

RESOLUTION APPROVING A NEWTON HOTEL-MOTEL TOURISM GRANT PROGRAM APPLICATION FOR \$2,500 FROM THE JASPER COUNTY HISTORICAL MUSEUM

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

WHEREAS, the City Council established the Newton Hotel-Motel Tourism Grant Program in December 2022,

WHEREAS, through Hotel-Motel Tax funding, the City will consider grants of up to a maximum of \$2,500 to support the development, continuation and promotion of projects, events and other initiatives that attract visitors from outside of Newton, and

WHEREAS, the Jasper County Historical Museum has submitted an application for a \$2,500 grant to support their Tree-mendous Christmas Experience, and

WHEREAS, the total grant amount requested does not exceed the 25% threshold set out by the program rules,

NOW, THEREFORE BE IT RESOLVED, by the City Council of Newton, Iowa that a Hotel-Motel Tourism Grant in an amount not to exceed \$2,500 be provided to the Jasper County Historical Museum for the Tree-mendous Christmas Experience in accordance with the established program rules.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**Newton Hotel-Motel Tourism
Grant Program
Grant Request Application
Form**

Applications will be reviewed quarterly and must be submitted by April 1 and October 1 for consideration at the next City Council meeting.

Organization: Jasper County Historical Museum
Address: 1700 S 15th Ave W
Contact Person: Barb Carroll
Phone Number: 641-792-9118
Email Address: admin@jaspercountymuseum.com

1. Project Summary

Please provide a short description of project, including date(s) of event if applicable):

Tree-mendous Christmas Experience!

Please see flyer.

Thank you for considering our application for support.

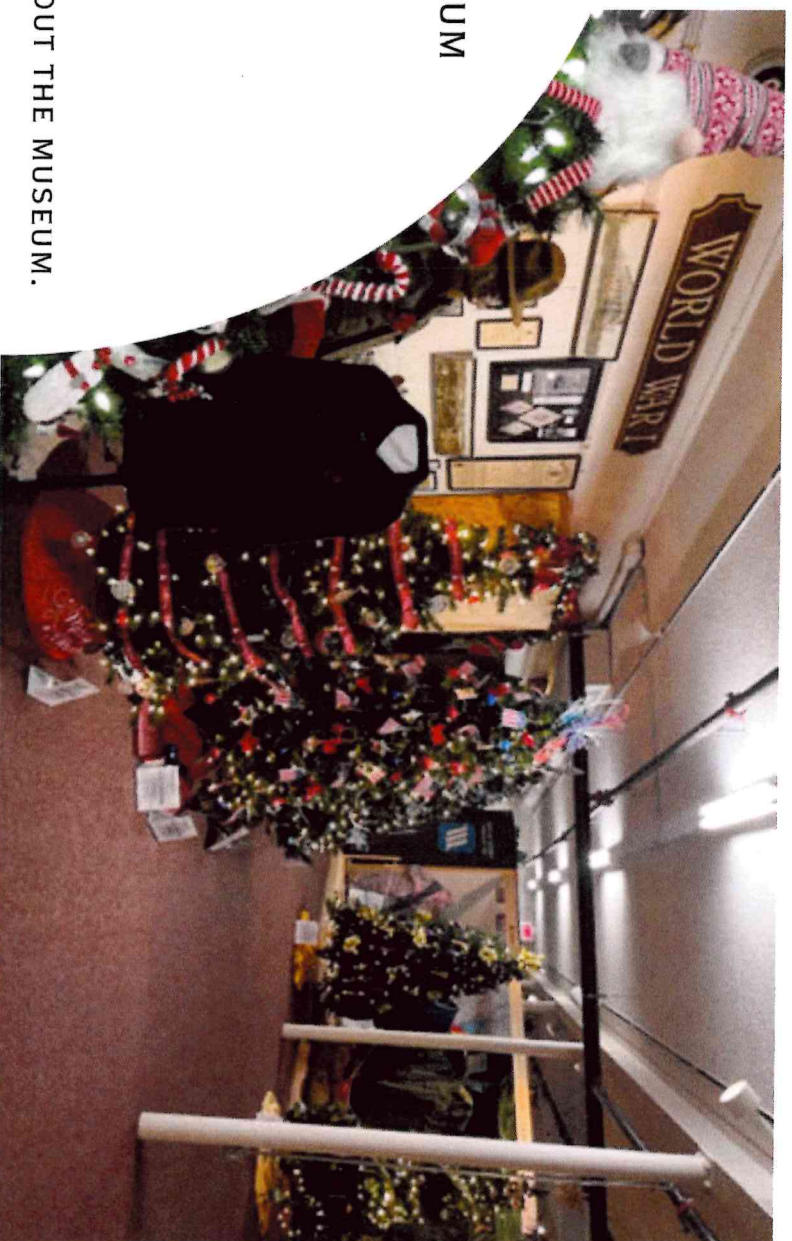
JASPER COUNTY HISTORICAL MUSEUM
PRESENTS ITS 4TH ANNUAL:

*Tree-mendous Christmas
Experience!*

- SAME VENUE, NEW LOOK EACH YEAR!
- OVER 200 DECORATED TREES THROUGHOUT THE MUSEUM.
- EVERY SATURDAY AND SUNDAY FROM
NOVEMBER 30 — DECEMBER 29
 - SATURDAY: 1PM — 8PM
 - SUNDAY: 1PM — 4PM
 - OPEN DEC. 25 FROM 1PM — 4PM
- FOR GROUP VISIT OPTIONS, CALL THE MUSEUM.
- FREE WILL DONATIONS ACCEPTED.

JASPER COUNTY HISTORICAL MUSEUM
1700 S. 15th AVE. W., NEWTON

641-792-9118



2. Economic Impact on Newton

Please describe the economic impact (hotel stays, meals, gasoline purchases, etc.) and how you will encourage buying local among participants.

The economic impact to our community is a financial benefit to many local businesses such as restaurants, convenient stores, and retail business. In 2023 we attracted 1300 visitors from 59 Towns, 24 Counties, and 16 States. We also involve volunteers from all over the county for 2 months before our event and 1 month after our event. The biggest impact is the awareness created of what Newton has to offer. We encourage our visitors to check out our downtown merchants and Maytag Park as well as our Sponsors and Contributors.

3. Total Estimated Expenses by Category

Materials	Trees, decorations, lights	\$ 3500.
Advertising (which local outlets):	Jasper County Newspapers - 7, Out of County 5	\$ 2500.
Other Publicity/Marketing:	KCCI 8 - TV 5 - PBS - WHIO 13 + others (hopefully donated)	\$ 7
Printing:	Riggs, Sign Pro, Performance Sign	\$ 1500.
Equipment/Space Rental:	New electrical outlets - Van Maanen	\$ 1000.
Honoraria or Fees:		\$ —
Food You Will Purchase for the Event (not food sales)	Individuals	\$ —
Hotel/Motel Expenses (if your group will be paying for rooms):	Individuals	\$ —
Other		\$ 3000.
Total		\$ 11500.

4. Income From Other Sources

Individual/Organization Name:	Sponsors	\$ 21000.
Individual/Organization Name:	Contributors	\$ 4000.
Individual/Organization Name:		\$
Admission/Participation Fees (if any):		\$ 6500.
Other Grants		\$
Donations + Memorials		\$ 2000.
Total		\$ 33500.

5. Amount Being Requested from the Newton Hotel-Motel Grant Program: \$ \$ 2500.00

6. Funding

How do you plan to secure other funding (outline sources and approaches if not already noted in your income section):

Our Christmas Committee personally contacts many Jasper County and neighboring county businesses, organizations and individuals for their support of this event. This is our annual fund raising event for the Museum. We depend solely on donations to keep the Jasper County Museum viable. The Tree-mendous Christmas Experience has several ways of financial support; Sponsorship, Contributors, Memorials, Free Will Donations and In-Kind Donations. All of our supporters are recognized throughout the Museum and in our Christmas publicity during our event.

7. Other Information

Share any other relevant information about your event that you think we should know:

This is our 4th annual Tree-mendous Christmas Experience! The Christmas Committee starts meeting in August to put this event together. As soon as the Museum closes for the season October 1st we start bringing in trees and decorations to transform our Museum to a Christmas wonderland. It is never the same from year to year. One of the greatest values of this event has been the community involvement. It would not be possible without all the MANY volunteers and business supporters. In 2023 KCCI 8 and TV 5 came to the Museum, we have been in contact with them again this year. The Committee is always working to bring more awareness to Newton and the Tree-mendous Christmas Experience!

Signature of Organization Representative

Date Sept. 9, 2024

Barbara Canall
Barbara Carroll

Treasurer

Printed Name

Title

For Internal Use:

Date Rcvd:	Prior Mtg:	Up Cncil Mtg:	Pckt Due Date:
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City of Newton Council Report

**Item:**

Resolution approving the purchase of 417 North 2nd Avenue East, Newton, using the City's Low-Moderate Income Set-Aside Funds

Summary:

Consideration to purchase 417 North 2nd Avenue East with Newton LMI set-aside funds

Financial Impact:

\$49,000 from LMI Set-aside funds in accordance with the adopted policy

Report Number: 2024-957**Date:**

October 7, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Property Specifics. The property at 419 North 2nd Avenue East is in poor condition. (The Jasper County Assessor classifies the property as "Very Poor".) The City has the opportunity to purchase the property from the current owners for \$49,000.00.

The offered purchase price is 43% of the total property assessed value, per the Jasper County Assessor. (The assessed value is \$113,720.) This percentage of assessed value is consistent with the majority of purchases through the D&D program since 2014, which is in the 40-60% range.



Photos of 417 North 2nd Avenue East.

The subject property is adjacent and immediately to the east of existing city-owned property acquired and cleared through the City's D&D program. To date, the city-owned property has been difficult to market to developers due to its constrained size. Incorporating the subject property into that redevelopment footprint will make the city-owned property more enticing for redevelopment.

Following is a neighborhood map, which shows the subject property outlined in red with the city-owned lots highlighted in yellow.



Neighborhood map.

Feedback from housing developers. With the new Thriving Communities designation, there has been increased interest from housing developers for projects in Newton, as evidenced by multiple offers from developers on the City's Hatchery Site. Knowing this, City staff obtained feedback on 417 North 2nd Avenue East from housing developers, and they shared the following:

Jerry Floyd, JSF Real Estate Group: "The site as it exists today is a little small although the additional lot for parking helps quite a bit. I think adding the other lot to it would make it a readily developable site. Just out of curiosity and I haven't taken the time to look, how many stories could be built there above grade? If we could go up to 3 stories, it would give us enough units to make it feasible to use with federal housing programs."

Alexander Alger, Haan Development: "After discussion, we believe there is value in acquiring the property adjacent to the east, as this would allow for more units to be built and make the site, generally, more appealing. We think the ideal use for that land would be townhomes with garages, with visitor/excess parking being used across the street."

Use of LMI Set-aside Funds. When the City of Newton utilizes tax increment financing for housing development, as has been done in the Arbor Estates area, State Code requires a portion of those new increment tax dollars be set aside for Low-Mod Income housing purposes. City Council has adopted a policy governing the use of those funds (April 2023). One of the permitted uses is blight removal to uplift LMI neighborhoods. Specifically, the policy states: "Acquiring and demolishing blight in neighborhoods uplifts property values for the surrounding property owners. In addition, it provides a redevelopment lot for the construction of a new affordable home."

The subject property is located within Census Tract 405. This Census tract has a Median Household Income of \$46,127.00 which is less than 80% of the Median Household Income for Jasper County (\$54,227.20). A Census Tract is the smallest geography for which income data can be published, due to privacy requirements. This data is based on the ACS (American Community Survey by the Census Bureau) 5-year estimate data, which is more up-to-date than the 2020 census.

RESOLUTION APPROVING THE PURCHASE OF 417 NORTH 2ND AVENUE EAST, NEWTON, USING THE CITY'S LOW-MODERATE INCOME SET-ASIDE FUNDS

WHEREAS, the property located at: 417 North 2nd Avenue East, legally described as: LOT 2 OF OUTLOT 24 OF THE ORIGINAL TOWN, NOW CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT IN PLAT BOOK “B” PAGE 213 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY; is dilapidated and a nuisance to the surrounding neighborhood; and

WHEREAS, by Resolution 2023-093 the City Council adopted the current Low-Moderate Income Set-Aside Funds Policy governing the use of LMI Set-Aside Funds; and

WHEREAS, the subject property is located within Census Tract 405, which has a household median income less than 80% of the household median income for Jasper County, according to the US Census American Community Survey; and

WHEREAS, Theodore Robert and Deborah Gail VanDrimmelen, have agreed to sell the property to the City of Newton for a total amount of \$49,000.00 (Forty-nine Thousand and No Cents);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That the purchase of 417 North 2nd Avenue East is hereby approved using LMI Set Aside Funds; and

Section 2: That the Mayor is authorized to sign the purchase agreements for said property.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE (D & D)

To: Theodore Robert Van Drimmelen and Deborah Gail Van Drimmelen (herein designated as "Seller").

The City of Newton, a municipal corporation of the State of Iowa (herein referred to as the "City"), acting by and through its City Administrator, hereby offers to buy the real estate located at 417 North 2nd Avenue East in the City of Newton, Jasper County, Iowa, described as follows:

LOT 2 OF OUTLOT 24 OF THE ORIGINAL TOWN, NOW CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT IN PLAT BOOK "B" PAGE 213 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY

together with any easements and servient estates appurtenant thereto, buildings and improvements, hereinafter collectively called "property".

1. **PURCHASE PRICE.** City offers to buy said property for the total price of **FORTY-NINE THOUSAND AND NO CENTS (\$49,000.00)** payable in full, less any amounts paid by the City in behalf of the Seller for the purposes as provided at paragraph 12 herein, following final approval of this Offer to Buy by the Newton City Council, as provided at paragraph 19 herein, and immediately upon delivery of the Deed to the City.

2. **TAXES.** Seller shall pay all unpaid regular real estate taxes assessed for all prior Fiscal Years and prorated to the date of closing.

3. **SPECIAL ASSESSMENTS.** The Seller shall pay all unpaid special assessments for the property.

4. **CLOSING AND POSSESSION.** The City and the Seller agree to close the sale of the vacated property within 160 days following final approval of this offer by the City Council, or on a date mutually agreeable to the two parties.

The Seller is responsible to deliver a continued abstract to the property. The City shall be entitled to possession of said property upon transfer of title. Upon payment of the purchase price, the Seller shall transfer title and yield possession of the property to the City.

5. **UTILITIES.** The Seller shall be responsible for payment of all utility expenses incurred by it, its agents and/or lessees, as owner of the property and shall have ordered the disconnection of all utilities prior to transfer of title to the City.

6. **INSURANCE.** Sellers shall maintain the existing coverage for fire, wind storm and liability insurance until title has been transferred by Sellers to the City of Newton, as evidenced by delivery of a deed to, and acceptance of a deed by the City of Newton. Risk of loss from such hazards is on the City only after transfer of title in accordance herewith.

7. **FIXTURES.** The Seller retains the right to salvage materials upon the property until transfer of title to the City.

8. **ENVIRONMENTAL MATTERS.**

(A). SELLERS warrant to the best of their knowledge and belief that there are no abandon wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain asbestos, or urea-formaldehyde foam insulation which require remediation under current government standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous waste or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: Possible Asbestos wrapped pipes in basement D.V.D.

(B). BUYERS may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified person to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property which require remediation under current government standards, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to the BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS. Asbestos remediation, if necessary, will be the responsibility of the Buyer.

9. **ABSTRACT AND TITLE.** Seller shall provide the City with an abstract of title. It is the responsibility of the seller to continue the abstract of title. The SELLER shall pay for the costs of the abstract/abstract continuance.

10. **DEED.** Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

11. **FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in said real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) City, in the event of the death of either Seller agrees to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller consistent with paragraph 10 above; unless and except this paragraph 11 is stricken from this agreement.

12. **APPLICATION OF PROCEEDS.** It is agreed that at the time of settlement, funds of the purchase price may be used by the City to pay Seller's obligations under this offer for taxes; other liens; the acquisition of outstanding interests, if

any, of other parties; costs of documentary stamps; recording fees and other costs incidental to the conveyance to City of merchantable title.

13. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. If title objections are made by the City and not corrected or resolved to City's satisfaction within sixty (60) days of the date of the City Attorney's Title Opinion letter, or any extension of such date granted by the City in writing, the OFFER TO BUY REAL ESTATE AND ACCEPTANCE may be declared null and void in writing by the City at City's option.

14. **APPROVAL OF COURT.** If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

15. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties.

16. **INTENTION OF USE OF WORDS AND PHRASES.** Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **EXECUTION.** This offer to be accepted or rejected by seller within fourteen (14) days from the date of this offer after which this offer shall be null and void.

18. **REPRESENTATIONS.** This document represents the entire agreement of both parties and can only be amended by a writing signed by both parties.

19. **APPROVAL.** This offer shall not be binding upon the City of Newton until approval by Resolution of the Newton City Council.

20. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with §516.13 The Code and agrees to execute the deed or real estate contract for this purpose.

21. **ANTI-MERGER PROVISION.** The parties specifically agree that all representations, warranties, agreements, responsibilities, obligations and commitments specified herein shall survive the execution, delivery and recording of the warranty deed required by paragraph 1 hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the warranty deed. Said warranty deed shall specifically recite the language of this anti-merger provision, and a copy of this OFFER TO BUY REAL ESTATE AND ACCEPTANCE shall be attached as an exhibit thereto.

22. **REPURCHASING PROVISION.** Seller and buyer agree that Seller and Seller's successors in interest, as set forth in paragraph 16 of this agreement, are prohibited from repurchasing the property while the property is owned by the City of Newton.

23. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction.

DATE OF OFFER: September 17, 2024
Development

Negotiator For City: Erin R. Chambers, Director of Community

641-521-4119

erinc@newtongov.org

CITY OF NEWTON, IOWA

By _____
Mayor Evelyn George _____ Date _____

The foregoing offer is accepted this _____ day of _____, 20____.

Seborah Gail Vandrimmelen
Seller: _____

Tax ID/ Social Security Number

TR Van Drimmelen
Seller: _____

Tax ID/ Social Security Number

City of Newton Council Report

**Item:**

Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended

Summary:

Resolution Adopting Changes to the City of Newton's Employee Handbook

Financial Impact:

Minimal

Report Number: 2024-966

Date:

October 7, 2024

Lead Department:

Administration

Recommendation:

Approve

Background:

Staff has developed amendments to the Police Supervisor clothing reimbursement, the purchasing limit authority amounts, and various other changes to clean up language in the Employee Handbook.

In order to align the Police Supervisor clothing reimbursement with the PPME union contract, the following change has been proposed to take effect retroactively to July 1, 2024:

Sec. 1 Police - All sworn Police non-union supervisors shall receive a yearly clothing allowance ~~of \$700~~ equal to the amount provided in the PPME union contract. One-half of the annual allowance shall be paid ~~semi-annually in the first payroll after September 1 on the second payroll in August and February less applicable taxes and in the first payroll after March 1, of each year effective July 1, 2024.~~

Due to the continuing increase in the price of goods and services, supply disruptions, and the potential impact on projects, staff is proposing the following amendment to section 3.20 Purchasing Limit Authority:

- Department Directors may purchase and approve goods and services up to ~~\$5,000~~ \$7,500. In case of absence, the Department Director may designate a Supervisor/Manager
- Any good or service between ~~\$5,000~~ \$7,500 and ~~\$10,000~~ \$15,000 must receive authorization from the City Administrator prior to purchase.
- The City Administrator has purchasing authority up to ~~\$10,000~~ \$15,000 and will seek City Council approval on any purchase over ~~\$10,000~~ \$15,000.

Various other changes were made in order to clean up language that is no longer relevant or in order to comply with changes in legislature as referenced in the redlined Employee Handbook attached to the resolution.

Recommendation:

Staff recommends approval of the proposed changes to the City of Newton Employee Handbook.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION AUTHORIZING APPROVAL OF THE CITY OF NEWTON
EMPLOYEE HANDBOOK AS AMENDED

WHEREAS, staff has developed amendments to the Police Supervisor clothing reimbursement, the purchasing limit authority amounts, and various other changes to clean up language in the Employee Handbook; and

WHEREAS, in order to align the Police Supervisor clothing reimbursement with the PPME union contract, the following change has been proposed to take effect retroactively to July 1, 2024:

Sec. 1 Police - All sworn Police non-union supervisors shall receive a yearly clothing allowance ~~of \$700~~equal to the amount provided in the PPME union contract. One-half of the annual allowance shall be paid ~~semi-annually in the first payroll after September 1 on the second payroll in August and February less applicable taxes and in the first payroll after March 1, of each year effective July 1, 2024;~~ and

WHEREAS, staff is proposing the following amendment to section 3.20 Purchasing Limit Authority due to the increased cost of items and equipment:

- Department Directors may purchase and approve goods and services up to ~~\$5,000~~7,500. In case of absence, the Department Director may designate a Supervisor/Manager to approve purchases of goods and services. The Supervisor/Manager shall inform the Department Director of all approvals when the Director has returned from absence.
- Any good or service between ~~\$5,000~~7,500 and ~~\$10,000~~15,000 must receive authorization from the City Administrator prior to purchase.
- The City Administrator has purchasing authority up to ~~\$10,000~~15,000 and will seek City Council approval on any purchase over ~~\$10,000~~15,000; and

WHEREAS, various other changes were made in order to clean up language that is no longer relevant or in order to comply with changes in legislature as referenced in the attached redlined Employee Handbook.

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

PASSED this _____ day of October, 2024

APPROVED this _____ day of October, 2024

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton, Iowa Employee Handbook



Revised ~~July~~Oct 15, 2024

Previously Revised: July ~~01~~15, 2024

Originally Adopted: April 3, 1989

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ACKNOWLEDGMENT

This is to acknowledge that I have received a copy of the *EMPLOYEE HANDBOOK* for the City of Newton, Iowa dated July-October 0715, 2024.

I have been encouraged to read, understand, and to comply with the provisions of the Handbook.

Employee _____

Print Name Here

Signed: _____ Date: _____

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I. INTRODUCTION



The purpose of this Employee Handbook is to provide general information about the City of Newton's policies, procedures, employment benefits and other matters concerning your employment with the City. This handbook is to be used as a reference guide when questions arise. Some of the policies and benefits described in this handbook, such as the group health insurance plans, are covered in greater detail in official policy documents from the insurance carrier. You should refer to those documents for more information.

The personnel policies within cover all full-time and part-time non-bargaining unit employees and all bargaining unit employees unless otherwise provided for by their respective collective bargaining contracts. Temporary employees and persons retained or contracted to provide special work, research or technical services for the City are not covered by this handbook unless noted. Any questions you may have should be directed to your immediate supervisor or department director.

DISCLAIMER

This handbook is provided for informational purposes only. The policies, procedures, benefits and plans described in the handbook may be revised by the City at any time without prior notice. The City retains the exclusive right to change, add to, eliminate, or modify any of the policies in the handbook at any time at its discretion, with or without notice.

Any promises, representations, or actions by a City official or employee, which are contrary to this handbook, are not the official policy of the City and are of no force or effect. This handbook supersedes and cancels the effect of any previous versions of a City employee handbook.

This employee handbook is not intended to create any contractual rights in favor of you or the City. This handbook is not to be construed as an employment contract, express or implied, or as a promise that you will be employed for any specified period of time. Employees may resign their employment at any time and for any reason, and the City reserves the same right to discontinue any individual's employment at any time and for any reason. Nothing in this handbook changes the at-will nature of your employment with the City.

II. DEFINITIONS

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this handbook, have the meanings stated in this section:

Administrative Manual – A reference document containing citywide administrative procedures produced by the City Administrator. This manual is available on the City Intranet or copies by contacting your supervisor or department director.

Appeal - An application for review of an alleged grievance submitted or instituted by an employee to a higher authority.

City - The City of Newton.

Compensation Time Off - Time off from work in lieu of monetary payment for overtime worked.

Discrimination - A showing of bias or favoritism in treatment because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

Employee - A person legally holding a position in the City of Newton service.

Exempt employee - An employee who is not required to receive overtime compensation for work performed beyond 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA).

Fiscal Year - Otherwise known as July 1 through June 30.

Full-Time Employee - An employee who has completed their designated introductory period who occupies a full-time position.

Full-Time Position - A group of duties and responsibilities requiring the full-time employment of one person 40 hours per week or 56 hours per week for Fire Department shift personnel, on a regularly scheduled basis for each week throughout the year.

Introductory Period - The first six (6) months of employment or reassignment during which an employee is required to demonstrate their fitness for the position to which appointed through actual performance of the duties and responsibilities of the position. Employee's at-will status continues after completion of the introductory period.

Leave - An approved absence from work as provided for by personnel policies.

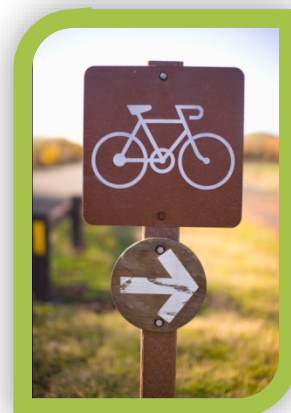
Non-Bargaining Unit Employees - Those full-time and part-time employees whose positions are not included in an established collective bargaining unit of the City.

Non-Exempt employee - An employee who is required to be paid at the rate of time and one-half (1 1/2) their regular rate for all hours worked beyond 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA).

Non-Union Compensation Plan - The official pay schedule approved by the City Council.

Outside Employment - Employment of any kind engaged in by a City employee for which compensation is received from a source other than the City of Newton.

City of Newton Employee Handbook



Overtime - Authorized time worked by an employee in excess of 40 hours for shift personnel or 53 hours per week for Fire Department.

Part-Time Employee - An employee who has completed their designated introductory period, who has received an appointment and who occupies a part-time position.

Part-Time Position - A group of duties and responsibilities requiring part-time employment of one person for at least 20 hours, but less than 30 hours per week on a regular schedule throughout the year.

* Regular Part-time employees working 30 plus hours per week over a 12 month look back period are eligible for health insurance based on a prorated contribution amount in accordance with Healthcare Reform.

Public Safety Employee - All civilian and sworn police and fire employees.

Sexual Harassment - Unsolicited, non-reciprocal behavior by an employee who is in a position to control or affect another employee's job or cause them to fear that they would be punished for the refusal to submit. This may consist of, but is not limited to, subtle pressures for sexual activity, inappropriate touching, inappropriate language, demands for sexual favors, unwelcome physical advances and displaying of sexually explicit materials in the work place. Sexual harassment also includes any employee conduct unreasonably interfering with another employee's work performance by creating an intimidating hostile or offensive working environment.

Shift Employee - An employee who occupies a full-time position which requires work on a regular schedule at any period during the 24 hours of a day and on any day during the week.

Temporary or Seasonal Employee - An employee engaged to work full-time or part-time for the City with the understanding that his or her employment will be terminated no later than upon completion of a specific assignment. Temporary employees, or seasonal employees, or part-time employees who work less than an average of twenty (20) hours per week in a 12 month look back period, are not eligible for any benefits described in this handbook, unless otherwise indicated.

Temporary or Seasonal Position - A group of duties and responsibilities requiring the temporary or seasonal employment of one person on either a full or part-time basis.

Termination - The complete separation from City employment resulting from discharge, resignation, retirement, or death.

III. GENERAL POLICIES

3.1 Clothing Allowance

Sec. 1 Police - All sworn Police non-union supervisors shall receive a yearly clothing allowance ~~of \$700 equal to the amount provided in the PPME union contract.~~ One-half of the annual allowance shall be paid ~~semi-annually in the first payroll after September 1 on the second payroll in August and February less applicable taxes and in the first payroll after March 1, of each year effective July 1, 2024.~~ Office Staff employees shall receive an allowance for the cost of required work-related outerwear not to exceed \$265 to be paid on the first pay check after July 1st.



Sec. 2 Fire - All Fire supervisors shall receive a clothing allowance, based upon the following schedule, with one-half (1/2) (\$400) to be paid in the first payroll after September 1, and one-half (1/2) (\$400) to be paid in the first payroll after March 1, of each year. Any accrued and unused uniform credit will be paid in the uniform allowance payment in the in the first payroll issued on or after September 1, 2024. Office Staff employees shall receive an allowance for the cost of required work-related outerwear not to exceed \$265 to be paid on the first pay check after July 1st.

Sec. 3 Public Works/Parks & Recreation/Utilities - Employees shall receive an allowance for the cost of overshoes and work related outerwear not to exceed \$265 to be paid on the first pay check after July 1st. Public Works and Parks & Rec: If the employee's supervisor deems that wearing safety shoes and work-related outerwear is necessary for the employee's job, the total allowance will be the same amount as provided for in the Teamster's bargaining unit agreement as opposed to this section. Utilities: If the employee's supervisor deems that wearing safety shoes and work-related outerwear is necessary for the employee's job, the total allowance will be the same amount as provided for in the Utilities Employee bargaining unit agreement as opposed to this section. See 3.23.

Sec. 4 Administration – Utility Meter Reader – The Utility Meter Reader shall receive an allowance for the cost of overshoes and work-related outerwear not to exceed \$500 annually to be paid on the first pay check after July 1st. The full amount will be paid to new employees on their first paycheck and not prorated.

All full-time, part-time, and temporary non-bargaining unit employees may also receive replacement of clothing, watches, and/or glasses damaged while on duty.

3.2 Cooperation in Investigations

All employees are required to fully cooperate with any representative of the City who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the City, or providing information to any representative of the City which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the City. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the City, and discouraging other individuals who may be contacted by a representative of the City from responding to or cooperating with the City. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the City, and

providing information, documents, or materials to a representative of the City which are dishonest, misleading, inaccurate, or incomplete.

3.3 Discriminatory and/or Sexual Harassment

It is the responsibility of the City to ensure an employee's right to a work environment free of all forms of discriminatory and sexual harassment. Harassment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, or having filed a discrimination complaint is a violation of both state and federal civil rights laws. It subverts the interest of the City and threatens the working relationship within City employment as a whole. It is the policy of the City that discriminatory and sexual harassment is unacceptable and will not be tolerated.

The City, by this policy, affords all employees the right to work in an environment free from discriminatory intimidation, ridicule, and insult. The City hereby declares that all complaints of discriminatory and sexual harassment shall be promptly and fully investigated. The City shall take immediate and appropriate corrective action to end the harassment, to make the victim whole, and to prevent any recurrence of or retaliation for complaining about the harassment.

Any employee that has encountered discriminatory or sexual harassment should make a complaint following the Department's chain of command. If that person(s) is the cause of the complaint, the next step would be to contact Human Resources or the City Administrator. Upon investigation of the allegations and, if the facts support such a complaint, immediate and appropriate corrective action will be taken. Any coercion of, or retaliation against, any employee who reports or complains of an incident is prohibited. Any employee violating this policy will be subject to disciplinary action up to and including discharge.

3.4 Drug and Alcohol Policy

Employees, including temporary employees, are expected to report to work on time and in an appropriate mental and physical condition to work. As such, when reporting to work or while at work, employees shall not (1) use or be under the influence of alcohol, (2) engage in the illegal use of prescription or non-prescription drugs or (3) use or be under the influence of illegal drugs. Employees under the influence of alcohol, drugs or narcotics at work are subject to the same performance and behavior standards as other employees. Employees in violation of this policy shall be subject to disciplinary action up to and including discharge in accordance with applicable federal and state laws and regulations. Refer to City Administrative Manual for Drug and Alcohol Policies.

3.5 Educational Opportunities

The City encourages the educational development of employees to their fullest potential. The City will reimburse an employee for tuition cost of courses taken which relate to the employee's present position or to the next position in the normal career progression from the employee's present position provided that:

1. The course is approved in advance and in writing by the City Administrator.
2. Presentation of proof of satisfactory completion of course work. The employee must receive a grade of "C" or better or a "Pass" grade if graded on a "Pass-Fail" basis.
3. Approval of tuition assistance must be sought for each course to be taken.
4. Adequate funds are available.

All requests listed below must follow the Department's chain of command process.

Police supervisors may receive additional monthly compensation of up to \$60.00 per month for college credit.

Fire supervisors may receive additional monthly compensation of up to \$22.00 per month for college credit.

Fire command staff that is certified as Hazardous Materials Technicians will receive \$80 per month of additional compensation.

3.6 Electronic Communication

Refer to the City Administrative Manual, Procedure 1-7.

3.7 Employee Physical

The City may require an employee to submit to a job-related medical examination by a physician designated by the employer and at the employer's expense after the employee has been offered a position and before the employee starts work if the examination is required of all entering employees in the classification.

Employee may also be required to submit to a job-related medical examination when necessary to determine if employee is still able to perform the essential functions of the position, or for fitness for duty or other medical examinations required by federal, state, or local law.

All medical information collected by the City will be maintained in separate confidential files.

Each employee, who is covered by the City's health insurance plan, shall also be covered under the Affordable Care Act to receive an annual preventative physical at no charge. The coverage may exclude associated costs such as lab analysis, costs related to new symptoms, or in the case when you discuss an ongoing problem. ~~through the City's Wellness program with a maximum benefit of \$300.00 per employee each year towards a physical. Appropriate procedures as set by the City and the insurance carrier shall be followed.~~ See Section 3.18 regarding the Physical Bonus.

Department Directors are provided a complete physical once each fiscal year. Sworn public safety supervisors are provided a complete physical exam once every three (3) fiscal years in accordance with departmental policy. ~~however those supervisors may participate in the wellness physicals in the off years from the complete physicals.~~

Medical examinations that are required by federal, state, or local law will take precedence over this employee handbook.

3.8 Employment of Family Members

The City recognizes that employing family members in positions where one is responsible for supervising or evaluating the work performance of another relative has the potential to create a conflict of interest in the workplace. The purpose of this policy is to prevent those conflicts from occurring. Therefore, it is the policy of the City that no relatives shall be hired or transferred under the following conditions:

1. When one family member would supervise or evaluate the other; or
2. When one family member would supervise or evaluate the immediate supervisor of the other.

3. "Family member(s)" are defined as: mother, father, brother, sister, spouse, domestic partner, children, aunts, uncles, nieces, nephews, first cousins, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, half-brother, half-sister, grandparent, and grandchild. Relationships created by adoption are included.
4. "Family relationship" means the employment of two or more family members within the same department.
5. "Department" means Administration, Community Development, Fire, Library, Police, Utilities, and Public Works.
6. "Employee" means all full-time and part-time employees and does not include temporary employees.
7. No individual shall be an applicant for a position in a department or be employed by a department of the City if a family relationship will be created by such employment unless written approval is granted by the City Administrator.
8. No employee shall be promoted or transferred into a department if a family relationship will be created by such a promotion or transfer unless written approval is granted by the City Administrator.
9. If a family relationship is created by the marriage of two employees, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment unless written approval is granted by the City Administrator. If the decision cannot be made by the two employees, department seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated. If a family relationship is created by marriage between an employee and a non-employee, the employee who became married must transfer, if possible, or terminate employment unless written approval is granted by the City Administrator.
10. Each applicant for employment and each employee seeking a promotion or transfer shall certify in writing prior to their employment, promotion, or transfer a list of all family members employed by the City on the date of completion of the Employment of Family Members certification form.
11. If an applicant or employee is hired, transferred or promoted, and it is determined later that the applicant or employee falsified, knowingly or unknowingly, his/her Employment of Family Members certification form, such applicant or employee shall be subject to discharge.
12. The continued employment of a person with a family relationship existing on the effective date of this policy shall not be affected by this policy.
13. An employee with a family relationship on the effective date of this policy shall not be denied eligibility for promotion within that department on the basis of this policy.
14. This policy shall not apply to a person who is on a certified eligibility or who has applied for a City position prior to or on the effective date of this policy.
15. This policy shall not apply to an employee who is involuntarily forced into a family relationship within a department.

3.9 Employment Policy

The City is an equal Opportunity employer and will not discriminate in its employment or other personnel practices because of race, sex, age, national origin, physical or mental disability, or religious or political affiliation.

The administration of personnel policies established in this handbook is the responsibility of the City Administrator. A current position classification system is maintained and current pay plan providing for fair compensation of City employees is in effect.

3.10 Fitness Day

Sworn Fire and Police supervisors must meet minimum physical fitness standards or be subject to discipline. A day off or equivalent pay for each six- month period is granted if standards are met by sworn Fire and Police supervisors.

3.11 Gifts

City employees, including temporary employees, are prohibited from soliciting or accepting any gifts, gratuity, favor, entertainment, loan or other item of monetary value for personal benefit under circumstances which directly or indirectly involve or influence the manner in which the employee performs work, makes decisions or otherwise discharges duties as a City employee. The solicitation or acceptance of gifts by City employees is also governed by Title III, Chapter 31, Section 31.013 Gifts of the Code of Ordinances.

3.12 Grievance Procedure

The following procedure has been established to provide an opportunity for an impartial hearing for employees who are not covered by Civil Service, collective bargaining agreements, or other statutory provisions. If the person is covered by civil service protection and the claim, they wish to pursue is covered by civil service protection, civil service law is the exclusive remedy available.

Chain of Command Appeal

Those covered may appeal any personnel action through the Department chain of command and the City Administrator. Each appeal through the Department chain of command and the City Administrator shall be within fourteen calendar days after the personnel action/supervisor's decision was rendered. Failure to appeal is deemed as acquiescence to the action taken.

Discipline Review Board Appeal

Covered employees have the right to appeal actions of suspension and termination to the Discipline Review Board within ten (10) calendar days following the final rendered decision from the Chain of Command Appeal by delivering a written notice of intent to appeal to Human Resources. Employee counseling and written reprimands do not have the right of appeal to the Discipline Review Board.

Within fourteen (14) calendar days from the filing of intent to appeal, the City Administrator and the person making the appeal shall file with the Discipline Review Board written specifications of the facts and grounds supporting the actions taken. Failure to file specifications on the part of the person appealing shall be deemed as acquiescence to the action taken. Failure to file specifications on the part of the City Administrator permits the person aggrieved to elect to present the matter without the city being heard from.

Within ten days after such specifications are filed by both parties, Human Resources will:

1. Notify the employee's Department Director;
2. Set a date, time, and location of the Discipline Review Board hearing, which will be not less than ten (10) days, nor more than thirty (30) days, thereafter;
3. Notify the parties in writing of the date, time and location. The notice will contain a copy of the specifications filed.

The Board will be composed of a Department Director other than the Director of the Department where the employee works (appointed by the City Administrator), a City Council member (appointed by the Mayor), and the Administrative Services Manager or their designee.

The City Attorney will be the Board's legal advisor regarding the relevancy of the material presented, the sufficiency of evidence to sustain the discipline, and any other matter which the Board requests.

The Board will hear all evidence relevant to the action taken. The employee has the right to be present, ask questions of any witness, and present any evidence or testimony that is relevant or that might mitigate the discipline imposed. The employee's Department Director and/or supervisor are allowed to attend.

After the hearing has terminated the Board will render its written decision with 14 calendar days of the hearing. The Board may affirm the disciplinary action as instituted, may reduce or alter the action, or entirely dismiss the discipline. The Board cannot increase the severity of the disciplinary action. The action of the Review Board is final.

Medical Emergency Extension

Any of the above referenced filing deadlines shall be extended due to a medical emergency. A medical emergency for the purpose of this policy is a medical condition that the person responsible for meeting the filing deadline personally has, which makes it impossible for that person to meet the filing deadline. Examples that might constitute a medical emergency are non-scheduled surgery, emergency room visits due to an accident or medical emergency. If a medical emergency exists, the person responsible for meeting the filing deadline shall have an additional five (5) calendar days after the medical emergency no longer exists to file an appeal.

3.13 Inclement Weather

When weather conditions are such that some employees are unable to get to their work sites, those employees may take leave without pay until they can return to work, or if earned and unused, a vacation day or floating holiday may be taken, if the employee has notified their supervisor no later than the starting time of the work day on which they will be absent.

If the Mayor announces by public broadcast that City offices are closed, then only persons designated as "essential personnel" need report to work.

3.14 Introductory Period

Each employee shall serve an introductory period of six (6) months. During this period, the supervisor will review the employee's performance and will determine if the employee's work was satisfactory or unsatisfactory. The City Administrator will be informed of the employee's performance. The employee may be terminated from employment by the City Administrator without the right of an appeal or hearing. Employee's at-will status continues after completion of the introductory period.

3.15 Membership to Community and Service Organizations

All department directors are encouraged to participate in a community and service organization in the City. Payment of membership fees and annual dues are the responsibility of the employee.

3.16 Outside Employment

No employee, including temporary employees, shall engage in outside employment, which could result in conflict of interest with official duties, tend to bias the employee's judgment or otherwise embarrass the City, or be detrimental to the employee in the performance of designated duties.

3.17 Performance Appraisal

Each department may provide a performance appraisal of all employees in their department to measure each employee's work performance.

These appraisals include discussions between the immediate supervisor and other supervisory staff as appropriate and employee to determine goals and evaluate progress toward better performance and personal development.

3.18 Physical Bonus

For City employees, except Seasonal and Temporary employees the City agrees to pay a physical bonus up to \$120.00 per fiscal year (July 1 to June 30) per employee, upon verification that the individual completed an annual physical. It is recommended that employees also complete follow-up age-appropriate screenings, such as Colonoscopy, Mammogram, PSA Test, or other cancer screening tests.

This benefit is being provided as part of the City of Newton's overall commitment to employee health and wellness with the objectives of enhancing employee productivity and minimizing the City's health insurance expenses. Employees interested in receiving this benefit should provide their Department Director or designee with a confirmation of their completed physical, which will be approved by the supervisor and submitted to Payroll.

3.19 Political Activity

Political activity of employees, including temporary employees, of the City shall be governed by the following rules:

1. Leaves of absence:
 - a. An employee of the City who is elected to a municipal, county, state, or federal office shall, upon written application to the City, be granted a leave of absence from regular employment to serve in that office except where prohibited by the federal law. The leave of absence shall be granted without pay and shall be granted without loss of net credited service and benefits earned. This provision shall not be construed to require an employer to pay pension, health or other benefits during the leave of absence to an employee taking a leave of absence under this section. An employee shall not be prohibited from returning to regular employment before the period expires for which the leave of absence was granted. The leave of absence granted by this section need not exceed six years. The leave of absence granted by this provision does not apply to an elective office held by the employee prior to the election.
 - b. An employee of the City who becomes a candidate for any elective public office shall, upon request of the employee and commencing any time within thirty days prior to a contested primary, special, or general election and continuing until after the day following that election, automatically be given a period of leave. The City may authorize

the employee to use accrued vacation leave or accrued compensatory leave instead of leave without pay to cover these periods. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.

2. No employee of the City shall:
 - a. Solicit in any manner contribution for any political party or candidate while performing official duties or while using city equipment at the employee's disposal by reason of the position, or engage in any political activity during working hours that impairs the efficiency of the position or presence during the working hours, or
 - b. Solicit in any manner contribution for any political party or candidate or engage in any political activity during off-duty hours while wearing any City uniform or while using any City equipment or City vehicle.
3. No employee of the City shall secure or attempt to secure in any manner for any other person an appointment or advantage in appointment to a position or an increase in pay or other advantage of employment for the purpose of influencing the vote or political action of that person.
4. An employee of the City who in any manner supervises any other employee of the City shall not directly or indirectly solicit the person supervised to contribute money, anything of value, or service to a candidate seeking election, or a political party or candidate's political party.
5. These provisions shall not be construed to prohibit any employee or group of employees, individually or collectively, from expressing honest opinions and convictions, or making statements and comments concerning their wages or other conditions of their employment.

3.20 Purchasing Limit Authority

The purpose of this purchasing limit policy is to ensure that sound business judgment is utilized in all financial transactions and that all goods and services are obtained efficiently, economically, and in compliance with applicable federal and state laws.

1. It is the responsibility of the Department Director to ensure that his/her department follows all purchasing policies and procedures and must sign off of all purchases within their department. The purchase of goods or services must be authorized and approved, at a minimum; at the following levels:
 - Department Directors may purchase and approve goods and services up to ~~\$5,000~~7,500. In case of absence, the Department Director may designate a Supervisor/Manager to approve purchases of goods and services. The Supervisor/Manager shall inform the Department Director of all approvals when the Director has returned from absence.
 - Any good or service between ~~\$5,000~~7,500 and ~~\$10,000~~15,000 must receive authorization from the City Administrator prior to purchase.
 - The City Administrator has purchasing authority up to ~~\$10,000~~15,000 and will seek City Council approval on any purchase over ~~\$10,000~~15,000.
 - All expenditures made by the Newton Public Library must be approved by the Library Board of Trustees and sent on to the City Council for their approval at a City Council Meeting.
2. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendor invoices, cancellation of purchase

orders or purchasing privileges, or other sanctions as determined necessary after consultation with the Department Director and/or City Administrator.

2.3. Sale of City-Owned Personal Property: There are no provisions in the Code governing the sale of city-owned personal property, such as vehicles, equipment, goods or furnishings. Departments should dispose of such property in a manner calculated to obtain the best possible sales price. Cities typically achieve that result by requesting bids or by advertising the property for sale at a minimum price based on its market value, if any."

3.21 Residency Requirement

The residency requirements for all City employees are as articulated in Title III, Chapter 31, Section 31.014 Residency Requirements of the Code of Ordinances.

3.22 Safety

Employees, including temporary employees, are responsible to protect themselves, co-workers, and the public from injury and to adhere to all safety instructions, rules and regulations in accordance with the Safety Policy Manual ([Appendix A](#)). Special attention is required to ensure safe operation of vehicles and equipment, the proper use of protective equipment and devices and compliance with safe work procedures. Employees are accountable for following the seatbelt policy and ensuring that other occupants of the vehicles or equipment they operate abide by the policy ([Appendix A – Seatbelt Policy](#)). In the instance of any on-the-job injury, all accidents are to be reported to your supervisor and Company Nurse immediately. Failure to report an accident within 24 hours will endanger eligibility for Worker's Compensation Insurance for such accidents. Neglect and carelessness with regard to safety may be subject to disciplinary actions. See [Appendix A](#) for the complete Safety Policy Manual.

3.23 Safety Glasses

Safety eyewear shall be provided for all City employees as determined by the Safety Committee in accordance with the Safety Policy Manual ([Appendix A](#)).

3.24 Safety Shoes

A safety shoe allowance will be provided to all non-bargaining unit employees if the employee's supervisor deems that wearing safety shoes is necessary for the employee's job. ~~The safety shoe allowance will be the same amount as provided for in the Teamsters bargaining unit agreement. See Section 3.1 Clothing Allowance.~~

3.25 Telework Policy

The purpose of this program is to provide parameters for using telework opportunities for City of Newton employees. There exists no right to telework. Approval for participation in the Telework Program is within the authority of the city administrator and is not an employee entitlement. In general, the expectation is for all employees of the City of Newton to report to their official work site for each work day. Telework requests will be considered on a case-by-case basis and requests to telework must be approved and signed in advance by the City Administrator prior to any telework commencing. Telework will only be allowed if the city administrator decides that all three of the following conditions are met: 1) that the employee's duties are appropriate for offsite work, 2) that the proposed telework meets organizational needs, and 3) that the employee meets all criteria for eligibility established by this policy. See [Appendix B](#) for the complete Telework Policy.

3.26 Travel Policy

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures

to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training. See [Appendix C](#) for the complete Travel Policy.

3.27 Union Association

Some City employees are covered by a union authorized to represent them in collective bargaining and grievances. These unions are certified by the Iowa Public Employment Relations Board as the sole bargaining agent for all City positions included in the unit. Under Iowa law employees may choose to join or not to join the union. Dues are paid by the employee directly to the union.

Any benefits or policies not implicitly or explicitly covered by a collective bargaining agreement shall be governed by the benefits or policies within this Handbook. Likewise, if there is a conflict between any benefits or policies in this Handbook and a union contract, or an applicable State or federal statute, or both, the terms of the actual contract or statute will govern.

3.28 Use of Public Property

No City employee, including temporary employees, shall request, use, or permit the use of any publicly owned property, vehicle, equipment, labor, service or supplies (new, surplus, scrapped or obsolete) for the personal convenience or advantages of the employee or any other person except for that use which is generally available to the public.

3.29 Vehicle Allowance and Mileage Reimbursement

For elected officials, full-time, part-time and seasonal employees using their own vehicles and not receiving a car allowance, the City of Newton shall match the mileage rate authorized by the IRS. Based on guidelines established by the City Administrator, department directors may be eligible for a vehicle allowance. City Officials and Department directors who receive a vehicle allowance shall be eligible for mileage reimbursement for all mileage in a personal vehicle for trips on City business pre-approved by the city administrator, except that no mileage reimbursement will be made for miles driven within Jasper, Polk, Story, Marshall, Tama, Poweshiek, Mahaska, Marion or Warren Counties. Mileage will be reimbursed for the round-trip distance between the employee's work site and the location of the business function being attended. If employees depart from or return to their home instead of their work site, the lesser amount of the two will be reimbursed. ~~Mileage is calculated from starting point in Newton to destination and back.~~ City officials and employees who receive a vehicle allowance and/or mileage reimbursement shall be responsible for all insurance, maintenance, and fuel costs for their vehicles. See [Appendix D](#) for the Vehicle Allowance and Mileage Reimbursement Policy.

3.30 Violation of Policies and Procedures

Violation of the provisions of the City's policies and procedures shall be grounds for disciplinary action, which may include warnings, suspension, demotion, or discharge.

A department director who intends to suspend, demote, or discharge an employee for cause shall provide the employee with a written notice of intent to discipline. Such notice shall set forth the act or omission upon which the disciplinary action is based. The notice shall inform the employee of the date and time of the employee's pre-disciplinary hearing. At the pre-disciplinary hearing the employee shall have the opportunity to present reasons why the proposed discipline should not occur. As soon as practical following the conclusion of the hearing, the employee will be informed if the proposed discipline will occur.

Employees who are exempt from the overtime requirements of the Fair Labor Standards Act can have their predetermined salary reduced for penalties imposed in good faith for infractions of safety rules of

major significance or for disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.



3.31 Violence in the Workplace

The City recognizes that violence in the workplace is a very real and serious issue. As an employer, the City has both a legal duty and a moral obligation to provide a safe workplace.

It is the expectation that all City employees will conduct their job duties in a civil and professional manner, treat coworkers with courtesy and respect, and resolve differences through open communication and proper channels.

The City will not tolerate any type of behavior on behalf of its employees which constitutes violence or that may lead to violence in the workplace. Violence in the workplace is unacceptable, and any threats or acts of violence committed by employees will result in rapid and effective intervention, including cooperation with law enforcement, and disciplinary action.

All incidents of workplace violence or threats of violence are to be reported promptly. This applies to all types of violent incidents whether or not physical injury has occurred. Verbal abuse, threats of violence, menacing behavior, etc., all constitute reason for concern. Incidents are to be reported by completing an "Incident Report Form", which can be obtained from the Administration Office or from the City Intranet site.

Any coercion of, or retaliation against, any employee who reports or complains of an incident is prohibited. Any employee violating this policy will be subject to disciplinary action, up to and including discharge.

IV. COMPENSATION

4.1 General

The City's Non-Union Compensation Plan was developed in conjunction with an independent contractor and recommended by the City's Employee Relations Committee. The City Council adopted the Non-Union Compensation on May 17, 2004. The plan is adjusted on a fiscal year basis allowing for a cost-of-living adjustment.

- **Applicability**
This Compensation Plan shall apply to non-union eligible employees. Eligibility is determined by council resolution.
- **Class/Job Descriptions**
Each position in the city will have a written job description. The job description will be reviewed periodically as needed by the Department Director, Administrative Services Manager, and the City Administrator.
- **Pay Ranges**
Each position in the city will have a pay range assignment.
- **Salary Schedule**
Each pay range has a 15-step salary schedule, ranging from entry to step 14. The salary schedule will be adjusted each fiscal year (July 1 through June 30) allowing for a cost of living adjustment. On July 1st eligible employees will be moved up to the next step.

4.2 Purpose

The purpose of the City's compensation system is to attract, retain, and motivate employees through the payment of financial compensation that is commensurate with the employee's ability, responsibility, and contribution toward the City's goals. The program is concerned with providing a compensation framework to inspire the development and progress of each employee. It is further designed to recognize and reward outstanding performance and to achieve internally equitable and externally competitive compensation.

4.3 New Hires and Promotions

A. Starting Salary

The lower portion of the salary range is to be used for starting salaries as follows:

<u>Qualification of Candidate</u>	<u>Starting Salary</u>
Meets minimum qualifications	Entry Step
Meets minimum qualifications, plus some job-related experience or education beyond the minimum qualifications	1 – 2 Steps above Entry
Meets minimum qualifications, plus substantial job-related experience or education over and above the minimum qualifications for the new job	Step 3 to Step 7 or 8

In all cases:

1. The starting salary shall be at least at the minimum of the new range.
2. All starting salaries must be approved by the City Administrator upon recommendation by the Department Director.
3. A starting salary up to midpoint may be granted based on special circumstances or exceptions such as market conditions.
4. A starting salary above the minimum must be justified in writing by the department director and placed with the employee's personnel file. The minimum requirements are those as defined in the job description.

B. Initial Appointment of Department Directors

The City of Newton recognizes the importance of inclusiveness of opinions in the hiring process of key personnel. The following policy is therefore established to ensure the continued inclusiveness of the Newton City Council in the hiring process of certain department directors.

1. The City Administrator will employ a process by which s/he narrows the field of interested candidates for a department director vacancy. The narrowed field will include four qualified candidates if available. The City Council and City Administrator recognize that in some cases the narrowed field may include more than four qualified candidates or less due to the particular circumstances of each search.
2. The City Administrator and City Council will conduct joint interviews with each of the qualified candidates from the narrowed field.

3. Upon completion of the joint interviews, City Council will make their input known to the City Administrator regarding their opinions on the candidates.
4. The City Administrator continues on with the hiring process, hiring from jointly interviewed candidates with a salary compliant with the City Policy 4.3A Starting Salary, Chapter 4 compensation of the City of Newton's Employee Handbook.
5. The City Administrator has sole authority and discretion to hire the candidate of his or her choice, as set forth in the City of Newton's Code of Ordinance 31.034, bearing in mind that the selection is from the jointly interviewed candidates.
6. The City Council may view any and all resumes submitted for the vacancy at any time.
7. This process does not apply to the hiring of the City Administrator, City Attorney, and Library Director, ~~and Water Works Director~~.

4.4 Compensatory Time Off

In lieu of paid overtime, a non-exempt employee may choose to accumulate overtime-compensatory time off. In such instances, compensatory time will be accumulated on the basis of 1 and 1/2 compensatory hours off for each hour of overtime worked.

The maximum compensatory time, which may be accrued by a non-exempt employee, is 240 hours.

4.5 Garnishments

When so ordered by an authorized court, a portion of an employee's wages must be garnished to meet personal obligations neglected by the employee. Such deductions cause considerable inconvenience to the City as well as to the employee and should be avoided by responsible management of personal finances.

4.6 Holiday Pay

All full-time and regular part-time employees will receive their regular pay for scheduled holidays. Holiday pay for regular part-time employees is for regularly scheduled hours for that day. Fire supervisors who work 24-hour shifts and all police supervisors shall receive holiday pay on the same basis as bargaining unit personnel in their department. Supervisors in other departments other than department directors shall receive pay at overtime rates for any actual hours they are required to work on an established City holiday.

4.7 Longevity

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

<u>Years of Service</u>	<u>Monthly Rate</u>
6	\$20.00
8	\$30.00
10	\$40.00
12	\$50.00
14	\$60.00
16	\$70.00
18	\$80.00
20	\$90.00
22	\$100.00
24	\$110.00
26	\$120.00
28	\$130.00
30	\$140.00

Longevity shall be paid in addition to, and in the same manner as salaries. For purposes of this paragraph, years of service are continuous uninterrupted full time employment with the City.

4.8 Overtime

All City employees classified as non-exempt are paid at a rate of 1 1/2 times their regular hourly rate for all hours worked in excess of 40 hours per week.

4.9 Pay Day

Payroll checks will be distributed ~~on a semi-monthly basis on the 15th and the last weekday of the month~~ every other Friday. If payday falls on a holiday or weekend, payment is made on the preceding weekday. Weekday is otherwise known as Monday, Tuesday, Wednesday, Thursday, and Friday.

4.10 Payroll Deductions

Deductions for mandatory taxes and pension contributions are made from every employee's payroll check. With the employee's authorization, payroll deductions may be made for City approved deductions. Some of these deductions would include union dues, United Way, deferred compensation, flexible spending, safety shoes, and safety glasses.

4.11 Payroll Direct Deposit

All ~~full-time and part-time~~ employees will be required to participate in direct deposit of their paycheck.

4.12 Reclassification

Reclassification may be made to a class with a higher, lower, or the same maximum rate of pay as the original class. An employee, whose position has been reclassified to a classification with a higher maximum salary, is eligible to receive at least the minimum salary in the higher salary range. Placement above the minimum must be justified. An employee whose position has been reclassified to a classification with a lower maximum salary is eligible to receive no more than the maximum salary in the lower salary range unless otherwise approved by the City Administrator.

4.13 Retirement Benefits

All employees of the City covered by the Iowa Public Employees Retirement System (IPERS) will be entitled upon retirement to benefits as provided by the Laws of the State of Iowa. Accumulation of IPERS benefits occurs over the period of employment. Employee and City contribution rates into the IPERS system are established by State law. Employees leaving City service before retirement may receive a refund of employee IPERS contribution and accumulated interest if requested.

Public Safety supervisor's retirement benefits are provided for and enumerated in Chapter 411 of the Code of Iowa. The salary schedule scale adjustment shall be used for purposes of the police and fire pension adjustment.

4.14 Transfer

A person who is voluntarily or involuntarily transferred to a vacant position must possess the minimum qualifications of the new position. Transfer shall not be used to circumvent the rules and regulations that apply to promotion, demotion, or reduction in salary.

An employee who is transferred to a position in the same pay grade shall receive the current rate of pay, except that an employee who receives an involuntary transfer may also be subject to a salary reduction. A transferred employee's salary shall be the employee's current rate of pay, except that an employee who receives an involuntary transfer may also be subject to a salary reduction.

4.15 Work Week

The normal working schedule for all City departments and employees is a 40-hour workweek, except Fire Department shift personnel whose regular workweek is 56 hours.

4.16 Working Out of Class

1. **Vacancy Because of Resignation, Termination, Death, Leave of Absence**

In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., an employee may be temporarily assigned the duties of a higher position.

The replacement employee shall receive at least the minimum salary of the higher pay range or placed on a step that is approximately 5 percent over the employee's current salary; whichever is more, beginning with the first day that the new duties are assumed.

2. **Short-term Absences**

Employees who replace others because of a short-term absence such as normal sick leave and vacation time, shall be compensated at the out-of-class rate for any time worked beyond two normal workweeks. However, under normal circumstances, employees who function as "assistants" will not receive any additional compensation except as provided for in paragraph 1, above.

3. **Assignment and Acceptance**

An employee may receive out-of-class pay only when the department director designates in writing that the employee is working out of class. An employee may refuse to work out of class.

4. Compensation for working-out-of-class assignments that are outside the normal chain of command shall be determined by the City Administrator.

V. LEAVES

5.1 Family and Medical Leave Act of 1993

In order to ensure that leave policies are applied on a consistent basis, and to ensure compliance with the Family and Medical Leave Act of 1993, the City of Newton has developed the following guidelines and associated forms for administration of Leaves of Absence. These guidelines are to be used in conjunction with the appropriate policy or collective bargaining articles.



As stated within the regulations, the purpose of the Family and Medical Leave Act (FMLA) is to allow employees to balance their work and family life by taking reasonable unpaid leave for an eligible employee's serious health condition, the serious health condition of the employee's child, spouse, or parent, or to bond with the employee's newborn, adopted or foster care child, or active duty in accordance with the Federal law in effect at the time the leave is granted. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

1. Eligible employees shall be provided up to 12 weeks of unpaid, job-protected leave per year. The employee must submit a Request for Family/Medical Leave and be taking the leave for one or more of the following reasons:
 - a. To care for the employee's child after birth or placement for adoption or foster care.
 - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
 - c. For a serious health condition that makes the employee unable to perform the employee's job.
 - d. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation.
2. For purposes of the Family and Medical Leave Act, eligible employees shall be those who have worked for the City for at least 12 months; worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.
3. In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain 40 hours of vacation and/or 40 hours of sick leave, whichever is applicable. Fire personnel assigned to shift may retain 48 hours of vacation and/or 48 hours of sick leave, whichever is applicable. The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified:
 - a. Birth of a child - An employee taking leave for the birth of a child must use paid sick leave if available for physical recovery following childbirth (typically six - eight weeks). A doctor's note will be required for the period of physical recovery. The employee must then use all other paid leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.
 - b. Care for newborn child after birth, adoption, or foster care - An employee taking leave to care for a child after birth, adoption, or foster care may use up to 10 days of sick leave if available (in accordance with the Employee Handbook 5.8, and specific collective bargaining articles) and then all other paid leave prior to being eligible for unpaid leave.

c. Serious health condition - An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a spouse, child, or parent must first use sick leave (in accordance with the Employee Handbook 5.8 and collective bargaining articles) then all other paid leave prior to being eligible for unpaid leave. A doctor's note will be required for the period of physical recovery. The employee must prove that the use of the leave is medically necessary. The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

d. Reasons related to a family member's service in the military, including: Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

e. Other authorized leave - If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve weeks as unpaid leave.

4. For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling 12-month period of time measured preceding the first date of the leave.
5. The employee must provide 30 days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.
6. The City may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third opinions shall be at the City's expense.
7. The employee's health coverage shall be maintained by the City during the leave.
8. Upon return from the leave, the employee shall be restored to his/her original or an equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit that accrued prior to the start of the leave.
9. Administration of the Family and Medical Leave Act shall be in accordance with applicable Federal regulations.

5.2 Bereavement Leave

A department director may grant funeral leave with no loss of compensation for up to three (3) days off with pay to attend the funeral or make funeral arrangements of a family member.

In the event of the death of an immediate family member, an additional seven (7) consecutive calendar days off with pay may be granted. Immediate family is defined as spouse, children, stepchildren, siblings, parents, stepparents, grandparents, grandchildren, in-laws (mother, father, sister or brother), aunts, uncles, nieces, and nephews.

The above leave with pay is intended to cover travel, but in special cases involving unusual travel or other special circumstances, the department director may grant additional leave with pay, not to exceed three (3) consecutive calendar days. This additional leave shall be charged as sick leave.

5.3 Holidays

All full-time and regular part-time City employees will receive the following holidays:

New Year's Day	Good Friday
Memorial Day	July 4th
Labor Day	Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

** One (1) floating holiday

Two (2) Extra floating holidays for Non-Bargaining Employees to be taken and scheduled in the same manner as a day of vacation.

** The Mayor will determine the date on which the floating holiday will be observed.

Police Patrol supervisors will receive Easter Sunday in lieu of Good Friday and Christmas Eve in lieu of a floating holiday. All other police supervisors will receive the floating holiday, as well as Good Friday.

When one of the above-mentioned holidays falls on a Saturday, the preceding Friday shall be observed as the holiday; when one of the above-mentioned holidays falls on Sunday, the following Monday shall be observed.

When a holiday falls within an employee's vacation, that employee is entitled to an additional regular day off without loss of pay.

5.4 Leave of Absence Without Pay

An employee may be granted leave of absence without pay for a period not to exceed 30 days, if said leave is not Family Medical Leave. The employee's request for leave without pay will be considered on the basis of workload and must be approved by the employee's department director and the City Administrator.

5.5 Maternity Leave

Accumulated sick leave or unpaid leave of absence will be granted for pregnancy only for the actual period of temporary leave as determined by a physician. Unpaid leave of absence may be granted in accordance with the Family and Medical Leave Act of 1993.

5.6 Military Leave

1. Applicability

This policy applies to all City employees qualifying under the provisions of Chapter 29A.28 of the Code of Iowa other than those employed temporarily for six months or less. Included is any full-time employee who is a member of the National Guard, organized reserves, or any component of the military, naval, air forces, or nurse corps of the State of Iowa or the nation, or who may otherwise be inducted into the military service of the State of Iowa or of the United States.

2. Procedures

- (a) Employees shall present copies of military orders to his/her immediate supervisor or department director at least ten (10) days before the reporting date, or as soon as such orders are received. Department Director shall report military leave to the City Administrator or his/her designee.
- (b) Where state active duty, state military service, or federal service is for a period of thirty days or less, a leave of absence under this section shall be required for those days that the employee would normally perform services for the city (work days). Military leave may not be carried over from one calendar year to the next; however, the annual 30 calendar days of leave shall be available at the first of the year.
- (c) Military leave shall be paid at the employee's regular rate of pay in effect at the time of the employee's military leave of absence.

- (d) Military leave that exceeds the 30 days per calendar year allotment may be taken with pay if the employee utilizes accrued pre-approved personal vacation and/or compensatory time.
- (e) Military leave that exceeds the 30 days per calendar year allotment may be taken without pay at the request of the employee. This option is guaranteed by the USERRA of 1994 (Chapter 28, US Code).
- (f) Records of military leave usage shall be maintained by the employee's department.
- (g) Copies of all pertinent information concerning military leave should be given to the Payroll/Personnel Assistant to file in employee's personnel file.
- (h) Military Leave usage should be labeled clearly on his/her time sheet.

3. Continuation of Benefits

- (a) Pension – Employee's pension is treated as not having incurred a break in service with the employer maintaining a pension plan. Employer is liable for funding its share of the pension plan. Calculation is based on the rate of pay the employee would have received from the employer during the unpaid leave.
- (b) Health Insurance – If employee's health insurance is terminated because of unpaid leave, the employee may elect to continue coverage. If employee elects not to purchase health insurance through the employer, his health insurance will automatically be activated upon return to work.
- (c) Life Insurance/Dependent Life Insurance/Long-Term Disability and Short-Term Disability – Unless otherwise specified, applicable coverage will terminate if the employee is in on unpaid military leave.
- (d) Vacation/Sick Leave Accruals – If an employee is on unpaid leave, there will be no accrual of vacation and sick leave hours.

5.7 Parental Leave

The purpose of paid parental leave is to enable an employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable Parental Leave for absence during labor shall be granted in accordance with the family illness section of the Sick Leave policy. The adoption of a new spouse's child is excluded from this policy. Employees may be granted up to ten (10) consecutive calendar days off with no loss of pay immediately following the birth of a child, adoptions, or placements of foster children. Said leave shall be charged against the employee's accumulated sick leave. Additional leave may be granted in accordance with the [Employee Handbook 5.1](#), collective bargaining articles, and with the Family Medical Leave Act of 1993.

5.8 Sick Leave

All regular full-time employees shall accrue sick leave at the rates and with the maximum accumulations as follows. Sick leave for regular part time employees shall be prorated.

<u>Hours Per Day</u> <u>Worked</u>	<u>Sick Leave</u> <u>Per Month</u> <u>Earned</u>	<u>Maximum Accrual</u>
8 Hours	8 Hours	960 Hours
10 Hours	10 Hours	1200 Hours
24 Hours	12 Hours	1,680 Hours

Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an injury or illness of a member of the immediate family, which includes spouse, children, brothers, sisters, parents, grandparents, stepchildren and stepparents.

All absences from work chargeable against sick leave should be reported to the employee's supervisor on the day of the absence. Failure to do so may result in a loss of sick leave pay.

Employees not using their sick leave each calendar quarter shall receive a sick leave bonus of \$100.00.

5.9 Vacation Leave

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

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

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

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

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

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

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

Department Directors shall earn vacation at the following rate:

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

All vacation accruals are based on 24 pay periods per year. Employees may accumulate no more than three times their annual vacation accrual amount. Employees are responsible for monitoring the

amount of vacation time, which they have accumulated, based on the vacation accumulation information provided on employee paychecks.

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

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

5.10 Voting Leave

City employees who are eligible to vote on an election day, and their work does not allow three (3) consecutive hours of non-working time between the time of the opening and closing of the polls, are entitled to time off from work to vote. Notice must be given to the employee's supervisor prior to taking leave.

5.11 Witness or Jury Duty

When an employee is called away for jury duty, which includes time of examination, selection or actual service on a jury or as a subpoenaed witness, the employee is granted leave of absence with pay. However, the pay will equal the difference in wages between the court pay and the employee's regular earnings due for regular working hours absent because of court.

In the event an employee is released from jury duty on any given day, the employee shall report immediately to the department director or immediate supervisor. The department director or supervisor shall determine whether the employee will be required to perform their normal duties on that day.

VI. INSURANCE

6.1 Dental Insurance

The City offers the employee and the employee's family a dental plan. There is no premium cost for this plan to you. The City has the option of choice of insurance carriers and determining levels of coverage.

Regular part-time employees are able to participate in the City's dental insurance program on a pro-rated basis.



6.2 Life Insurance

The City will purchase term-life insurance up to the amount of a full-time employee's salary (rounded to the nearest \$1,000) with a minimum of \$20,000 provided. Full time employees also have the option of purchasing additional insurance for the employee, spouse, and dependent provided the premium is paid by the employee.

6.3 Long Term Disability

Long-term disability coverage shall be provided to all full-time employees not covered by the Police and Fire pension system in a benefit amount of 60% of the employee's annual salary (rounded to the nearest \$1,000) with a 90 consecutive calendar day elimination period. Duration of benefits is based on age at disablement.

6.4 Medical Insurance

The City provides the employee and the employee's family a Cafeteria Plan, which provides medical choices including a Health Savings Account and an Opt Out option. Depending on the plan chosen, the employee may contribute an amount towards the monthly premium. The City has the option of choice of insurance carriers and determining levels of coverage under these programs.

Regular part-time employees are able to participate in the City's health insurance program on a pro-rated basis.

6.5 On-the-Job Injury

In the event of an on-the-job injury for which an employee qualifies for worker's compensation, the City will make up 100% the difference between that employee's normal pay and whatever compensation is provided by worker's compensation for 30 calendar days after the injury and absence from work. In addition to the coordination of compensation sick leave accrual, vacation accrual, uniform allowance, and sick leave bonus benefits will terminate 30 days after the date of injury and/or absence from work.

6.6 Pre-tax Option Accounts

The City shall provide pre-tax option accounts as follows:

1. Medical Reimbursement Account
2. Dependent Care Reimbursement Account
3. Pre-Tax Insurance Premium Account

The City shall pay the monthly administration fee for those who sign up for each pre-tax option account. Both Full-time and regular part-time employees are eligible to participate.

6.7 Retiree Insurance

If a covered employee has met the retirement requirements under the pension plan, the covered employee's medical and dental coverage and that of their eligible dependents may continue on the same basis as an active employee (at their own cost, based on the City's current premium rate) until the employee and eligible spouse become eligible for Medicare. You may elect to continue single coverage and not elect coverage for your dependents. A retiree may not add any dependent(s) to the plan that were not on the plan at the time of their retirement or after the initial retiree coverage election period.

When a retiree and/or their spouse become eligible for Medicare, medical benefits under the plan will terminate. Dental benefits for the retiree and/or their spouse will continue. After the death of a retiree, the dental coverage of the surviving spouse will continue on the same basis until the death of the surviving spouse.

Coverage for you and any dependents may terminate early under the following circumstances:

- Required premium payment is not paid when due.
- You become covered under another group health plan.
- You become entitled to Medicare benefits.
- The company's group health plans terminate.

6.8 Voluntary Vision Plan

Full time employees have the option of purchasing vision insurance for the employee, spouse, and dependents provided the premium is paid by the employee. The plan provides vision discounts for the participants.

Regular part-time employees are able to participate in the City's vision insurance program.

Appendix A: Safety Policy Manual

The purpose of this Procedure is to establish a program for providing a safe work environment for City employees.

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Applicability

This Procedure is applicable to all City employees.

Safety Policy

On September 7, 1993, the Newton City Council adopted Resolution 93-147 establishing a Safety Policy Statement for the City as follows:

“The City of Newton recognizes its responsibility to establish a safety policy in the interest of preventing conditions which may lead to the injury of City employees. The elimination of these hazardous conditions is one of the City’s highest priorities.

The primary goal of this policy is to eliminate conditions which may lead to injury or disability of City employees on the job by means of a “work-with-safety” philosophy. Any accidents leading to injury of City employees is a concern for all. Safety is a combined effort on the part of both management and front-line employees through training and cooperation. In order to have an effective safety program, all City employees must take a serious interest in the prevention of accidents involving personnel and equipment. Supervisory personnel must provide the leadership, involvement and commitment to which all employees will respond.

In order to implement this safety policy statement, a City employee safety committee will be formed. The committee will represent a broad cross section of the City employee workforce. The Safety Committee will work on projects such as instituting a program of accident reporting and investigation, developing general safety procedures for the City, facilitating the development of work procedures and safety policies in each work unit of the City and conducting visual surveys of work sites to identify and control conditions which could lead to accidents.”

The Newton City Council fully supports the ideas expressed in this safety policy statement.

CITY OF NEWTON **Management Statement of Safety Policy**

The success of **THE CITY OF NEWTON** depends upon our efficient use of resources to produce a high-quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization's operations.

The occupational safety program of **THE CITY OF NEWTON** is organized to give each department responsibility for the accident prevention program. All employees at all levels of our workforce are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

Safety Responsibilities

Department Director's Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Departmental safety programs should be coordinated with the Employee Safety Committee so as to minimize duplication of effort and to make safety programs throughout the City as uniform as is practically possible. Department Directors must rely on and assure that all supervisors are trained and aware of their safety responsibilities. Other safety responsibilities for directors include:

1. Provide leadership and direction to stimulate interest and participation in safety activities.
2. Be familiar with job operations, facilities, be able to recognize unsafe conditions that can be discussed and corrected.
3. Coordinate Department Safety Program for supervisory personnel and employees and form departmental or functional safety committees with accident prevention as a goal.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Organize an internal self-survey checklist using the Employee Safety Committee as a resource to ensure that all facilities and job sites are surveyed at least once every year. Results of surveys should be submitted to the Employee Safety Committee for review.
7. Ensure that accident investigation and reporting occurs in a comprehensive and timely manner; assist supervisory personnel in the mechanics of accident reporting ensuring that reports are completed and answer the "who, what, why, where, and how" questions associated with the event.
8. Review accident reports and recommend corrective actions on all reports.

Supervisors' Safety Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. They are responsible for planning and organizing work activities, selecting and training employees, developing techniques and procedures for specific operations and supervising and evaluating employee performance. Among the important safety responsibilities of each and every supervisor are:

1. Assist department directors in implementing their responsibilities enumerated in this Procedure.
2. Participate in as requested and support the activities of the Employee Safety Committee.
3. Know and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. Regulations are intended to set minimum standards and the contents should be enforced as minimum requirements for all activities on city worksites and facilities.
4. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
5. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction, training and documentation.
6. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
7. Ensure tools, equipment and machinery being used in the workplace are in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
8. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
9. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.
10. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
11. Ensure that all employees have access to a copy of the organization's safety program.
12. Encourage safety suggestions from employees under your supervision.
13. Obtain prompt first aid for injured employees.
14. Participate in accident or incident investigations involving your employees.

15. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.
16. Utilize an internal self-survey checklist to ensure that all facilities and job sites are surveyed at least twice every year by the Supervisor staff. Results of surveys should be submitted to the Employee Safety Committee for review.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All City employees are required to abide by established job rules and mandated standards established for their protection or that of their environment. Specifics of such rules are contained in departmental or functional safety policy manuals and SOPs. Additionally, each employee is the person most concerned for his/her own safety and must assume certain duties and responsibilities to assure on-the-job safety. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with **THE CITY OF NEWTON'S** Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

Safety Committee

A safety committee should be composed of employees representing each department. Members of the committee should be chosen from those employees recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment. Employees from various work areas should be represented, both supervisory and non-supervisory. A chairperson is responsible for scheduling meetings, notifying committee members, and following up on items discussed. In order to stay on top of things, the committee is encouraged to meet every other month. The committee will have the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all departments for posting where all department employees have an opportunity to review them.
6. Utilize an internal self-survey checklist to ensure that all facilities and job sites are surveyed at least once every year by the Safety Committee.

Hazardous Chemical ‘Right To Know’ Compliance Program

The purpose of this Procedure is to outline the City’s program for complying with Chapter 110 of the Code of Iowa entitled “Hazardous Chemical Risks Right To Know.”

The City recognizes that within the environment in which its employees work there exists a variety of hazardous chemicals and materials, which could place employees at risk. Knowledge and awareness of potential hazards can aid employees in avoiding risks of injury or illness associated with hazardous chemicals and materials. In helping employees be properly informed about the hazards associated with various chemicals and materials in use at work sites, the City will be guided by the Iowa Division of Labor “Right to Know Rules” and OSHA Title 29, 1910.1200.

Program

The City shall maintain a “Hazard Communication Program” to safeguard its employees’ health by providing a program which complies with the Iowa “Right to Know Rules” of the Division of Labor and OSHA title 29, 1910.1200. The program shall provide employees with necessary information concerning health and physical hazards of the chemical materials in use at work sites. Safety Data Sheets (SDS) shall be kept on every hazardous substance. The inventory of all hazardous substances must be updated regularly.

Supervisor’s Responsibility

It shall be the responsibility of supervisors to ensure that all employees under their direction receive training on the hazards present at their work site. A list of hazardous chemicals known to be present shall be posted and Safety Data Sheets (SDS) shall be on file for employees to review. Supervisors shall also establish a system to update SDS sheets when new products are acquired. The supervisor shall ensure proper labeling and/or warning signs for bulk storage or secondary container of hazardous chemicals. The Supervisor shall educate employees in the “Right to Know Rules,” the City compliance program and use of SDS.

Employee Responsibility

Employees of the City shall assist supervisors and department directors in ensuring that all personnel are aware of hazardous chemicals and materials in use at work sites by carefully reading labels on products before using products and information supervisors of any product or material they encounter which may not have been properly identified as a hazardous chemical. The employees shall regularly review the Safety Data Sheets (SDS) on file to familiarize themselves with hazards present.

Fire Department Responsibility

The Fire Department shall be responsible for the City compliance program and assist each department with an on-site survey of existing hazardous chemicals. The Fire Department shall identify any substance, because of the quantity stored or severity of hazard, which would require the building or area to display a placard to comply with National Fire Protection Association (NFPA) No. 704. The Fire Department shall research materials on existing and newly acquired products any department might purchase. The Fire Department shall assist department directors with training and education to comply with “Right to Know Rules.” The Fire Department shall at least once a year conduct an on-site survey at each work site maintained by the City to familiarize Fire Department personnel with the hazards present and to ensure departments are in compliance with this Procedure. The Fire Department shall respond to any report of a hazardous chemical spill or leak, and respond to all emergencies.

Safety Eyewear Procedure

Background

The Occupational Safety and Health Standards for General Industry, 29 CFR 1910.133 states in part:

"The employer shall ensure that each affected employee uses appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation. The employer shall ensure that each affected employee uses eye protection that provides side protection when there is a hazard from flying objects. Detachable side protectors (e.g. clip-on or slide-on side shields) meeting the pertinent requirements of this section are acceptable. The employer shall ensure that each affected employee who wears prescription lenses while engaged in operations that involve eye hazards wears eye protection that incorporates the prescription in its design, or wears eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses. The employer shall ensure that each affected employee uses equipment with filter lenses that have a shade number appropriate for the work being performed for protection from injurious light radiation."

Purpose

The purpose of this Procedure is to articulate a standard for the purchase and use of personal protective eyewear that shall be applied and enforced throughout the organization.

Procedures

1. Safety eyewear and appropriate cleaning facilities shall be provided for those employees who are engaged in work activities which may produce flying dust particles, grindings, fumes, or other hazards. In the case of those employees who wear prescription lenses, they may have the choice of wearing standard safety glasses when they are wearing contact lenses, or may request prescription safety glasses be provided for them in accordance with this procedure. Supervisor and Safety Committee Approval is subject to job duties and the need for safety glasses.
2. All safety eye gear must meet ANSI 787.1-1989 (Standards for Protective Eyewear) and ANSI 780.1-1987 (Standards for Ophthalmic Lenses), and must be marked as such on both lenses and frames.
3. Those employees who are engaged in activities which require the wearing of safety glasses must wear them any time they are performing those activities. Specific departmental or divisional procedures may outline the particular times and activities which require the wearing of safety eyewear. Additionally, there are specific activities which require a specialized eye protection device such as a welding helmet for welding or a face shield for grinding. Those job classifications, which may come under the requirement for wearing safety eyewear, are listed in paragraph 7 of this procedure.
4. The City of Newton will provide one (1) pair of prescription safety glasses as provided on the <https://us.hoyasafety.com/order/e-form.asp?OBN=5507513> order form every other year for those listed on page 7 with approval as stated in procedure 1. No plastic safety lenses will be permitted due to proven safety hazards.
5. The cost for eye exams shall remain the obligation of the employee. Other options, which may be selected by the employee, shall be the personal responsibility of the employee and paid directly to the provider. Such options include but are not limited to fashionable frames or progressive lenses (no-line).
6. The City shall select the supplier of safety glasses. Replacement glasses shall be provided on an as needed basis with approval as stated in procedure 1. Glasses which are damaged while conducting City work shall be repaired or replaced at the City's expense.
7. Job classifications covered by this procedure are as follows:

Community Development

Fire Department

Police Department

~~-Building Official~~ Senior City Planner

-City Planner

-Fire Chief

-Assistant Fire Chief

-Fire Captain

-Firefighter

-Police Chief

-Sworn Police Officers (only those who wear prescription glass or work in the lab)

-Community Services Officer

Public Works

-PW Operations Superintendent & Assistant
 -Equipment Operator
 -Mechanic

Parks & Rec

~~-Engineering Techs (all levels)~~
~~-Community Services Director~~
 -Parks Superintendent
 -Parks Assistant Superintendent
~~-Engineering Techs (all levels)~~

Utilities

-Groundskeeper (all levels)
 -Utilities Superintendents & Assistants
 -All Operators

Other job classifications shall be considered on a case-by-case basis with final determination by the department director. New employees shall purchase and wear plain or prescription safety glasses as appropriate and in accordance with this procedure within one month of employment. Seasonal and temporary employees, unless included above, shall wear plain safety glasses as provided by the employing department.

Seatbelt Policy

Purpose

This policy was created to protect the safety of our employees while operating official vehicles, equipment, personal and rental cars on official business.

Leadership and Accountability

Department Management will be responsible for enforcing and annually evaluating the seatbelt/restraint policy of their department.

Employees are accountable for following the policy and ensuring that other occupants of the vehicles or equipment they operate abide by the policy.

Policy

It is the policy of the City of Newton that all employees operating official vehicles, equipment, personal and rental cars on official business and other occupants use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps and bumpers. This also applies to trailers, ATV dump boxes and lift buckets.

Failure to comply with these rules is a violation of name of member safety policies, which is cause for disciplinary action.

Employees should refer questions or comments about this policy to Department Management or HR.

Employee Information and Training

All employees will be trained on the policy. Training will be documented and the records stored in employee's personnel files.

Medical Emergency Procedures

It is the intent of this policy to provide standards, which will assist in determining under what circumstances an employee is required to seek medical treatment.

First and foremost, all work related injuries or illnesses with or without the potential for medical treatment must be reported to the employee's supervisor. An injury or illness is considered work-related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a pre-existing condition, unless an exception specifically applies. Examples of exceptions are common cold, flu, and measles. A motor vehicle accident commuting to and from work is an exception, unless an employee is recalled to work. In most cases on recalls, the employee would need to be on the clock and must be commuting directly to work. Each claim is assigned an examiner by the City's workers' compensation insurance carrier, who investigates the claim and determines whether the claim is work related under Iowa Law.

In an effort to more effectively manage workers' compensation claims, the City of Newton implemented an injury management program called Company Nurse. All employees are given a "in case of work place injury" card, which is similar to an insurance card. This card can fit easily in a billfold and will show the phone number of Company Nurse. There are posters placed in all work areas showing the number to call.

The following actions should be taken in the event of a medical emergency:

1. In case of **Severe Medical Emergency** - Call **911**.
 - a. Make sure site is safe before providing assistance. **Do not attempt rescue alone!**
 - b. Provide assistance to injured person.
 - c. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
2. In case of **Moderate Injury** (Injuries that are not life threatening but need "immediate" care)
 - a. Employee to be taken by co-worker or supervisor to Skiff Medical Center Emergency Room, or if needed by ambulance.
 - b. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
3. All other injuries:
 - a. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
 - b. Recommendations will be made on triage and referral to the designated physician.

If No medical treatment is needed or declined:

1. Because all claims with the potential for medical treatment must be reported as soon as possible after an injury occurs, Company Nurse should be called. A good rule to follow is if in doubt, call Company Nurse.
2. The supervisor will follow-up with the injured employee within 48 hours to make sure the injury is minor and no medical treatment is needed. If the employee is a shift employee and is off work for more than 48 hours, his/her supervisor should make a reasonable attempt to contact the employee. The supervisor should document the conversation and keep on file.
3. An employee cannot be forced to seek medical treatment. If the supervisor asks the employee to seek medical treatment and the employee refuses, the supervisor is to contact the Department Director and determine whether the employee is fit for duty. If fitness for duty is an issue, the supervisor may order the employee off the work site and remain off duty until cleared by a doctor. This should be documented and kept on file.

Medical Services

Designated Physician Policy

THE CITY OF NEWTON has designated the Newton Clinic as its workers' compensation authorized treating healthcare provider as provided by law under Chapter 85.39 of the Code of Iowa. Employees with a work-related illness or injury will be required to have their initial evaluation with this healthcare provider. If appropriate, and with prior approval from IMWCA, the physician/clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

The employee should arrange with the health provider to forward any bills to City of Newton Administration Department.

First Aid

Any injury may be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building. In addition, a first aid kit shall be located in each vehicle. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

Incident Reporting and Company Nurse

As a member of the Iowa Municipalities Workers' Compensation Association, **THE CITY OF NEWTON** employees are required to report all potential work-related injuries using Company Nurse. Reporting claims through Company Nurse provides employee's access to 24-hour, 7 days a week claims reporting and medical recommendations (triage) from a registered nurse.

To report a claim through Company Nurse, call 1-888-770-0928 and use search code: IA265.

Employees that fail to report injuries to Company Nurse within 24 hours may be subject to discipline.

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace or that involve equipment and properties are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence.

1. Company Nurse will expedite the initial reporting of the claim. An e-mail will be sent within minutes after the initial phone call to the City's worker compensation insurance company and key employees in the Administration Department.
2. The employee's **supervisor will complete** the "**Employer Investigation Report**" (attachment A), within 24 hours of the accident, which will be given to the Administration Department. These forms should be available in each Department.
3. The **employee will fill out** the "**Authorization to Release Information**" form (attachment B) and the "**Employee Injury or Illness Notification**" form (attachment C), which will be given to the Administration Department. This form should also be available in each Department.
4. These forms are to be completed within 24 hours of the accident. Depending on the injury, the employee may not be able to comply with this deadline.

Anytime an employee is involved in an accident with a city vehicle which involves private property, whether there is damage or not, the Police/Sheriff's Department should be called immediately. If the Police/Sheriff's Department is called on an incident, the police report shall accompany the *Investigation Form*.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

The department head shall provide a written response to any recommendations by the safety committee or the investigator that outlines corrective actions taken by the department.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year that the incident occurred in.

Employer Investigation Report available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/EmployerInvestigationReport.pdf>

Authorization to Release Information available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/AuthorizationToReleaseInfo.pdf>

Employee Injury or Illness Notification available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/EmployeeInjuryOrIllnessNotification.pdf>

Training and Orientation

The department head or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased incidents and injury.
- Newly identified areas of exposure.
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees, supervisors or managers will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept in the Safety Committee's Files. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New Employee Safety Orientation

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained in the Department Files.

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically capable of safely performing the task(s).

It is the policy of THE CITY OF NEWTON that new employees undergo a pre-placement physical depending on their duties. The employee will be directed to the THE CITY OF NEWTON's designated medical provider. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the city.

Job Descriptions

Each department head shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

Return to Work Program

I. PURPOSE: It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

II. POLICY

- A. It is the policy of **THE CITY OF NEWTON** to provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided at Department Director's discretion and as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.
- B. **THE CITY OF NEWTON** will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.
- C. The feasibility of reasonable accommodations shall be determined on a case-by-case basis taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.
- D. Objectives:
 - 1. To return employees who are injured on the job to work as soon as possible when there is not a risk of harm to themselves and others.
 - 2. To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
 - 3. To assist employees in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
 - 4. To retain qualified and experienced employees.
 - 5. To reduce the cost of disability benefit programs.
- E. Temporary Light Duty(TLD):
 - 1. TLD is defined as modified duties or hours assigned to a worker injured on the job, when the physician indicates they can return to work but who are not yet physically capable of handling the entire job duties normally assigned, and his/her work-related injury has not reached maximum medical improvement.
 - 2. The purpose of TLD is to provide temporary work, within medical restrictions, for employees injured on the job. TLD may be available with medical prognosis indicating that the employees are expected to return to full duty following a course of medical treatment.
 - 3. If alternate light duty is available, employees must be provided with TLD as soon as medically feasible. TLD should be consistent with the employee's physical/mental abilities.
 - 4. Employees in TLD capacity will continue to receive the salary and benefits of his/her job classification. Status of TLD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TLD will not normally exceed three months.
 - 5. TLD Procedures:
 - a. **THE CITY OF NEWTON** Human Resources Specialist:
 - 1) Informs physician about the TLD program.
 - 2) Informs workers' compensation claims examiner of employee's availability to the TLD program.
 - 3) Obtains information regarding medical condition of employee from physician(s).
 - b. Department Representative and/or Employee's Supervisor, along with Workers' Compensation Designee:
 - 1) Develops work assignments on a case-by-case basis, if available, depending on medical restrictions.
 - 2) Develops appropriate TLD assignments, and monitors on-going medical and work adjustment.
 - 3) May meet with injured employees to review TLD status.

c. Employee:

- 4) Understands that if they do not follow the restrictions placed on them by the physician and THE CITY OF NEWTON they may receive disciplinary action up to and including discharge.
- 1) Reports to his/her regular department. The employee shall be assigned to do whatever work he/she is able to do, under the restrictions that the physician has placed on the employee.
- 2) When the physician has determined that Maximum Medical Improvement has been reached and the employee is able to perform the essential job duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
- 3) Permanent Restriction:
 - a) Employees who are off work or on TLD due to work related injuries or illnesses may be required to complete functional capacity examinations before they can return to his/her former jobs. The cost of such examination will be paid for by the employer.
 - b) When an employee's injury or illness has reached maximum medical improvement and there are restrictions that prohibit the employee from performing the essential functions of the employee's job, THE CITY OF NEWTON will return the employee to work in his/her former job if the restrictions can be reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).
 - c) If the permanent restrictions resulting from the injury or illness prohibit the employee from performing his/her job's essential functions with or without reasonable accommodation, the employee shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the examination.

Outside Contractors

Before a contractor commences work in a CITY OF NEWTON workplace, the project coordinator and/or supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises.

Disciplinary Policy

Each employee is required to comprehend and abide by the contents of THE CITY OF NEWTON Safety Program.

Safety reprimands

Should employees be observed not following documented safety rules/procedures, or SOPs employee reprimands will be used. Supervisors should make every effort to ensure employees are following safe work practices.

The CITY OF NEWTON has developed a progressive disciplinary policy that applies to the safety and health program of this organization. The disciplinary policy is a tool to ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of THE CITY OF NEWTON.

Verbal warnings

Supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written warnings

Supervisors may issue written warnings for the following:

- Repeated minor violations of safety rules or procedures.
- Single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee or could have caused property damage.
- Activities that could potentially result in injury or property damage.

Disciplinary leave

Supervisors may recommend and management may institute disciplinary leave for the above reasons and the following:

- A single serious violation of a rule or procedure that results in an injury to themselves, another employee or causes property damage.
- Repeated violations or non-conformance to safety rules/procedures.

Termination

Supervisors and management may recommend termination of any employee for repeated serious violations of the above circumstances.

Documentation

Human Resources will maintain records of disciplinary action. Violations of THE CITY OF NEWTON rules, regulations or procedures the actions will be documented on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

Safety Audits and Inspections

Department Self-Inspection Checklists

Since the success of any safety program depends on identifying hazards and taking immediate corrective action, quarterly department inspections are required. Each department shall develop its own checklist to assist in the inspections. The completed checklist should be submitted to the safety committee and reviewed at the safety committee meetings.

Reporting Unsafe Acts/Unsafe Conditions

All employees are encouraged and required to immediately report any unsafe acts or unsafe conditions.

1. Stop work immediately and secure the location or lockout unsafe equipment.
2. Inform immediate supervisor of problem.
3. Complete an *Unsafe Conditions Report*.

Basic Safety Rules

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Except as specifically exempted, smoking shall not be allowed on any City-owned grounds, this includes within structures, outdoors, and all City-owned motor vehicles, trailers, or other forms of transportation, including equipment. Sidewalks contiguous with public structures are included in the prohibited areas. Outdoor worksites are included in areas prohibited. Should employees working at an outdoors worksite wish to smoke during a break, they need simply to move away from the worksite to do so, within allowable rules as defined by the department directors.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs that could impair assigned work shall report this fact to the supervisor.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves or others or cause property damage.

Specific Safety Programs and Procedures

Employees will be trained on specific programs and procedures in their departments.

■ IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION



Attachment A

Employer Investigation Report

The *Employer Investigation Report* must be completed and returned to IMWCA as soon as possible after the incident.

Employee name: _____

Department/occupation: _____

Date/time of injury: _____

Location of incident: _____

How did the incident occur?

Was first aid given? ☐ YES ☐ NO

If yes, by whom? _____

Was the employee sent to a medical facility? ☐ YES ☐ NO

If yes, give the name and address:

Did the incident occur because of an unsafe act or unsafe condition of equipment? ☐ YES ☐ NO

If yes explain:

Was there corrective action taken to prevent accident from happening again? ☐ YES ☐ NO

If yes, explain:

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Supervisor's Signature _____

(date signed) _____

Please e-mail this completed form to: katrinad@newtongov.org

**AUTHORIZATION TO RELEASE INFORMATION
REGARDING CLAIMANTS SEEKING WORKERS' COMPENSATION BENEFITS**

Name of Patient: _____

Date of Birth: _____

SECTION I. AUTHORIZATION FOR RELEASE OF INFORMATION AND FOR RE-DISCLOSURE

I authorize _____
to disclose and deliver to: _____
the following information related to me: Any and all information EXCEPT substance abuse (drug or alcohol), mental health, and AIDS-related information, unless specifically authorized to be released in section II of this form.

NOTE: If the information includes mental health treatment, substance abuse treatment or HIV-related information it will not be released unless the undersigned patient agrees to the release on the reverse side of this form.

I understand the information is being disclosed and may be used only for legal and/or litigation purposes relating to claims and/or suit against _____

I understand that this Authorization may be used to obtain information from health care providers, schools, former and current employers, providers of vocational rehabilitation services, the Social Security Administration, and the Iowa Department of Workforce Development. I understand that I have a right to inspect the disclosed information at any time. This authorization is effective until the conclusion of a contested case on the claim. I understand that I may revoke this Authorization, except to the extent that action has already been taken in reliance upon it, by giving written notice to the health care provider or record keeper. I also understand that if I revoke, the revocation will take effect on the day it is received in writing by the entity from whom disclosure is sought.

I understand that if the person or entity that receives the information requested is not covered by the federal privacy regulations or is not an individual or entity who has signed an agreement with such a person or entity, the information described above may be re-disclosed and will no longer be protected by the regulations.

Iowa and Federal law provide that I have a right to prohibit re-disclosure of confidential medical information and further disclosure may not be had without my express written authorization, except as indicated below. I understand that the Recipient of this Authorization, WITHOUT FURTHER AUTHORIZATION, may re-disclose this information to:

Parties and their legal counsel, insurers, experts, potential experts, but only after they have been advised of their obligations under the law and this authorization, including the prohibition against re-disclosure of this information; Agents, employees or representatives of the parties, but only after they are involved in conducting the prosecution or defense of the case, and only after they have been advised of their obligations under the law and this authorization, including the prohibition against re-disclosure of this information; Administrative agency and court officials hearing the claim, and their support staff.

I SPECIFICALLY AUTHORIZE AND CONSENT TO ANY SAID DISCLOSURE AND RE-DISCLOSURE DESCRIBED ABOVE.

Claimant or Legal Representative

Date

Printed Name and Relationship of Claimant's Legal Representative

SECTION II. SPECIFIC AUTHORIZATION FOR RELEASE OF INFORMATION PROTECTED BY STATE OR FEDERAL LAW CONCERNING MENTAL HEALTH, SUBSTANCE ABUSE TREATMENT OR AIDS-RELATED INFORMATION

I acknowledge that information to be released may include material that is protected by Federal and/or State law applicable to substance abuse, mental health, and/or AIDS-related information. I SPECIFICALLY AUTHORIZE the release of confidential information relating to: [Place "YES" or "NO" in ALL applicable boxes:]

____ Substance Abuse (Drug or Alcohol) information from all health care providers and facilities and any other person or entity in possession of records concerning me.

____ Mental Health information from all health care providers and facilities and any other person or entity in possession of records concerning me.

____ HIV or AIDS-related information, Diagnosis, and test results from all health care providers and facilities and any other person or entity in possession of records concerning me.

Furthermore, I SPECIFICALLY AUTHORIZE disclosure and re-disclosure of this confidential information to all of the persons referred to in the RE-DISCLOSURE Section I.

In order for the above information to be released you must sign here AND at the end of Section I

Signature of Claimant or Legal Representative Date

Street Address City/State/ Zip Code

Printed Name and Relationship of Claimant's Legal Representative

Federal and/or State law specifically require that any disclosure or RE-DISCLOSURE of substance abuse, alcohol or drug, mental health, or AIDS-related information must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

See also Chapter 228 of the Iowa Code and Section 141.23(3) of the Iowa Code and other applicable laws.



14-0043 (11-04) This form may be used in connection with claims under the jurisdiction of the Iowa Workers' Compensation Commissioner.

Appendix B: Telework Policy

Purpose

The purpose of this program is to provide parameters for using telework opportunities for City of Newton employees. There exists no right to telework. Approval for participation in the Telework Program is within the authority of the city administrator and is not an employee entitlement. In general, the expectation is for all employees of the City of Newton to report to their official work site for each work day. Telework requests will be considered on a case-by-case basis and requests to telework must be approved and signed in advance by the City Administrator prior to any telework commencing. Telework will only be allowed if the city administrator decides that all three of the following conditions are met: 1) that the employee's duties are appropriate for offsite work, 2) that the proposed telework meets organizational needs, and 3) that the employee meets all criteria for eligibility established by this policy.

Termination of Participation

The employee's participation as a teleworker is available only to employees deemed eligible. There exists no right to telework. The City may terminate the employee's participation as a teleworker at any time. The City will not be held responsible for costs, damages or losses resulting from terminating an employee's participation. This Policy is not a contract of employment and will not be construed as such.

Compensation

The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this arrangement. The employee will be paid in accordance with state law, City of Newton policies/rules and applicable collective bargaining agreements. Unless expressly provided for in this Policy, the employee will not be entitled to any compensation for the use of the employee's home as an office, employee's furniture, equipment or supplies used in the employee's home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee's work-related duties.

Leave

Regulations regarding leave remain unchanged under the Telework Policy. Leave must be requested and approved in accordance with existing practices, laws, regulations and City and departmental policy.

Equipment and Supplies

1. The employee is responsible for the safekeeping of all City equipment and supplies located in the off-site work location. The employee agrees that all City-owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or the City of Newton's licensing agreements with its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment or at the direction of the City, the employee will return all property belonging to the City in the employee's possession or control of the City to the office work site.
2. The employee agrees that all equipment, software and supplies provided by the City for use at the telework site are to be used only for City business and may be used only by the employee or other persons authorized by proper management authority.
3. The City, at its sole discretion, may choose to purchase equipment and related supplies for use by the employee for teleworking. This decision shall rest entirely with the City. The decision to discontinue use of such equipment shall rest entirely with the City. Equipment purchased by the City for use by the employee shall remain the property of the City.
4. All City-supplied technology and City-related work records belong to the City. The City of Newton may monitor use of City-supplied technology. At any time and without prior notice, the City reserves the right to examine e-mail, voice mail, personal file directories, and other information stored on or transmitted through City computers or other

technology. An employee's use of the City's computer systems or electronic technology constitutes consent to such examination. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment. Inappropriate use includes but is not limited to: violations of state/local and Federal laws, traffic that is unethical in nature, distribution of unsolicited advertising, gambling, spoofing (appear to be from someone else), soliciting funds, distributing political messages, violating City regulations prohibiting sexual harassment, propagation of worms and/or viruses, distribution of chain letters, sexually offensive materials.

5. The employee will not modify or alter any equipment nor relocate it without prior approval by the City.
6. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the City-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Work Performance

The employee is responsible for maintaining availability, appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

Liabilities for Injuries

The employee's and the City's liability and respective obligations shall be governed by Iowa law.

Responsibilities of Teleworkers

1. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.
2. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.
3. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.
4. Meet organizational requirements regarding communication and accessibility.
5. Protect all City equipment by securing unattended laptops or other equipment whether it is in the office, home or while in travel status.
6. Protect and store confidential physical and electronic information in a manner ensures its confidentiality and immediately report information system security incidents.
7. Report any work-related accidents.

Miscellaneous Conditions

The employee remains obligated to comply with all department rules, policies, practices, instructions, telework guidelines and this Policy, and understands that violation of such may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

Amendments

This Policy may be modified, amended or terminated at any time to ensure that the operating needs of the department are met.

Disclaimer

Nothing contained in this Policy conveys nor is it intended to convey upon the employee a contract of employment.

Telework Agreement

Name of employee: _____

Name of department: _____

Telework site: _____

Address: _____

City/State/Zip: _____

Business phone: _____

Work days and duty hours at the telework site: _____

Telework conditions specific to this agreement: _____

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

Employee's Signature

Employee's Printed Name

Date

City Administrator Signature

City Administrator Printed Name

Date

Appendix C: Travel Policy

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

All requests for travel and training must be approved by the Department Director. Out of state travel and training requests must be pre-approved by the City Administrator. Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Before training and/or conference travel occurs, the appropriate approvals must be obtained.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail.

Expenses for entertainment, alcohol, hotel room service, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee. When traveling in a group, payment and accounting of registration fees, transportation and lodging can be consolidated and reimbursed to one person in the group. Meal expenses should be kept track of individually.

Requests for reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including a brief narrative on the purpose for the training or travel.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director.

SECTION 4 – REIMBURSEMENTS

A reimbursement of actual travel expenses must be submitted on the Employee Reimbursement Form within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding detailed receipts must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 15% gratuity), and parking fees. Reimbursement for meals should include a schedule of dollars spent per day on meals. Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, hotel room service, delivery fees, gifts, personal calls, hotel room service, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business.

SECTION 5 – LODGING

Employees may request approval from their Department Director to make lodging accommodations for multiday conferences or training that are 50 miles one-way from the workplace. Employees are expected to secure reasonable lodging rates. The employee should compare the hotel government rate vs the standard room rate and select whichever is most cost efficient. (See sections 6 & 7 for per diem lodging rates.) Employees must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Administrator, all in-state travel will be by either City vehicle or private car. In the case of using a private car, mileage at the current allowable IRS rate will be paid.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$130 per day

B. Meals - \$40 per full day and \$25 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$25 be reimbursed (including tax and tip).

SECTION 7 - OUT-STATE TRAVEL

All out of state travel must be pre-approved by the City Administrator. Unless time is a critical factor, all out of state travel within five hours driving time will be by car. Air travel will only be approved, in lieu of the car, in those instances where it is deemed absolutely necessary. For car travel, mileage at the current allowable IRS rate will be paid.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$160 per day

B. Meals - \$40 per full day and \$30 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$30 be reimbursed (including tax and tip).

Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$220 per day

B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).

SECTION 8 – AIR TRANSPORTATION

Employees are expected to secure the lowest possible airfares. All air travel will be by coach class. No first class fares will be paid by the City. Any airline tickets purchase should be made well in advance of the travel date, but under no circumstances less than three working days from the date of travel.

SECTION 9 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is considered to be hours worked for non-exempt employees if the training is directly related to the employee's job and the employee is performing productive work while attending the lecture or participating in the training program. For non-exempt (hourly) employees: Continuing City of Newton Employee Handbook

education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 10 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours. Employees not working “normal work hours” (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker’s home and point of departure (such as the City office). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours on any day of the week, including Saturday and Sunday, is treated as “work hours”. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be “outside travel hours”. When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as “hours worked”, regardless of whether the travel takes place within normal work hours or outside of normal work hours. Travel as a passenger in an automobile is not automatically treated as “work hours”. Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours. If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 7:30am – 4:30pm, M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday
Work Hours	8 hours (7:30am-4:30pm)				4 hours (8am-12pm)
Training Time		8 hours (7:30am-4:30pm)	8 hours (7:30am-4:30pm)	8 hours (7:30am-4:30pm)	
Travel Time *	2 hours (4:30pm-6:30pm)			2 hours (4:30pm-6:30pm)	
Total Paid	10 hours	8 hours	8 hours	10 hours	4 hours = 40 Total

*Assumes the employee is the driver.

Appendix D: Vehicle Allowance and Mileage Reimbursement Policy

This policy is applicable to elected officials, full-time, part-time, seasonal employees and volunteers who use their personal vehicles to conduct City business or who drive City vehicles to conduct City business including those who are required to take home City vehicles.

The City recognizes that certain employees need the regular use of a vehicle to fulfill their job duties and responsibilities. The City Administrator assigns the use and responsibility of a City vehicle to employees where their job duties and responsibilities make a vehicle necessary.

Except as otherwise provided for, employees are eligible for mileage reimbursement for the use of personal vehicles for City business. Reimbursement shall be at the mileage rate authorized by the Internal Revenue Service. Mileage will be reimbursed for the round-trip distance between the employee's work site and the location of the business function being attended. If employees depart from or return to their home instead of their work site, the lesser amount of the two will be reimbursed. Mileage amounts must be verifiable through the use of commercially available websites (ex. Google Maps) using the "shortest route" option.

When used to conduct City business, personal vehicles are required to have a minimum automobile insurance coverage for liability of \$20,000 for each person, \$40,000 each accident and property damage of \$15,000. In case of a claim, the private automobile insurance coverage shall be considered primary. The City shall not be responsible for any damage to a personal vehicle. The vehicle allowance and mileage reimbursement include a factor for both liability and collision insurance coverage.

Elected officials, employees and volunteers who use a personal vehicle to conduct City business shall complete the attached insurance statement, which will be retained throughout their service to the City.

Elected officials, full-time, part-time, seasonal employees and volunteers shall operate both City and personal vehicles in a safe, courteous and prudent manner while performing City business including specifically the use of seat belts by both the driver and passengers as well as refraining from the use of cell phones while driving. Employees who operate or who take home City vehicles shall not use the City vehicle to conduct personal business.

Department Directors and/or Elected Officials

The City shall provide department directors identified in this policy a vehicle suitable to perform job duties and responsibilities or they may choose to receive a monthly vehicle allowance. The vehicle allowance shall be included in the semi-monthly or quarterly payroll check less applicable taxes. Any elected officials or department directors receiving a monthly vehicle allowance for a personal vehicle shall not have use of a City owned vehicle.

The following elected officials and department directors shall receive the use of a City vehicle or a monthly vehicle allowance as outlined below:

Mayor	\$200
City Administrator	\$250
Public Works Director	\$250
Utilities Director	\$250
Community Development Director	\$250
Community Services Director	\$250

Police Chief

\$250

Elected officials and department directors receiving a vehicle allowance shall be responsible for all insurance, maintenance, oil, lubrication, tires, battery, washing and fuel costs for their vehicles.

Elected officials and department directors who receive a vehicle allowance shall be eligible for mileage reimbursement for all mileage in a personal vehicle for trips on City business, except that no mileage reimbursement will be made for miles driven within Jasper, Polk, Story, Marshall, Tama, Poweshiek, Mahaska, Marion or Warren Counties.

Insurance Statement

Elected Officials, Employees and Volunteers who Drive a Personal Vehicle for City Business

I, _____ (please print name), serving as an elected official/employee/volunteer of the City of Newton, plan to use my personal vehicle to conduct City business as necessary. I certify that I have read the policy and will abide by its provisions. I further certify that I have now and will keep in effect automobile liability insurance equal to or greater than the minimum limits required by the City of Newton policy.

Signature

Date

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City of Newton Council Report

**Item:**

Resolution approving the location of an animal control facility at 707 W 9th St N

Summary:

Approval of land usage at 707 W. 9th St. N. for animal control.

Financial Impact:

N/A, City Council previously approved \$150,000 budget for this project.

Report Number: 2024-970

Date:

October 7, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The Police Department oversees animal control for the City and has had an animal housing agreement with Parkview Animal Hospital since the closing of the Jasper County Animal Rescue League (JCARL) in 2020. Parkview Animal Clinic recently sent a letter notifying the City that effective October 15, 2024 they were dissolving the agreement due to changes in their business model. Parkview Animal Hospital indicated they would be willing to house our animals on a non-contractual basis, but at a significantly higher rate.

The Police Department did extensive research on animal housing options in 2020 when JCARL closed. At that time, Parkview Animal Hospital was the only local facility with the capacity and staffing to handle this service for the City. There was no interest from other facilities in the area. The City did research on opening our own kennel facility at the time, but given the offer from Parkview Animal Hospital, that option was chosen over a City-operated facility. The Police Department did not have the staff at that time to oversee such an operation.

Upon receiving notification of the dissolution of the contract, City staff researched kennel options to bring animal housing in-house. City staff had originally proposed adding a section to the proposed Joint Police/Fire public safety storage facility for this purpose as part of a long-term plan, but that building has yet to come to fruition. Given the timing involved in needing a timely solution, City staff recommended that a commercial modular kennel facility be purchased and installed on City property.

At the September 25, 2024, Special City Council Meeting, City staff recommended, and City Council approved the purchase of an 8-kennel (12 feet x 52 feet) commercial modular kennel unit. These units are constructed in Pennsylvania by Amish builders and come fully equipped with everything needed to start a kennel operation. The City would have to pour a concrete pad and run electric and water infrastructure to the kennel building, but otherwise it's a turn-key solution.

Three vendors were contacted regarding the construction and purchase of the modular unit. Of the three vendors that sell these units, only one has the capability of constructing and delivering in a timely manner. Backyard Escapes would be able to construct and deliver the kennel unit in 4–6 weeks. Backyard Escapes provided a quote of \$84,831 for the construction, delivery and set up of the kennel unit. In addition to the kennel unit, utility infrastructure will need to be installed. Estimates for these items are dependent on the chosen site for the kennel unit. Three sites on City-owned property were considered.

Once the facility is delivered, the utilities will be hooked up and inspected and the kennel will then become operational. A small fenced-in area will be constructed to allow for outside exercise of dogs.

Inspections by a licensed veterinarian and the Iowa Department of Agriculture will take place upon completion of the kennel project. These inspections could take place once the kennel unit and the utilities are installed. The City would not be required to have the outside fencing completed prior to these inspections, although that portion of the project would proceed as soon as the kennel unit is located on the property. After completion of successful inspections, the City would receive a State of Iowa license and then be authorized to operate the animal control facility, referred to as a "dog pound" in Chapter 162 of the Iowa Code. City staff have discussed the project with the Iowa Department of Agriculture and believe there will be no issue with a license being approved under the proposed plan. License approval takes 4–6 weeks, so City staff will apply for a license immediately after a location for the kennel is approved by the City Council.

The Police Department's three Community Service Officers (CSOs) in the Code Enforcement Division, under the supervision of the Police Captain, would be responsible for the operation of the kennel unit. If this project is approved, additional resolutions and ordinance amendments would be forthcoming in order to align our fee schedule and ordinances with a City-operated kennel operation. Funding for this project would initially come from FY25 general funds that are to be reimbursed with future bond proceeds. City staff estimates the entire project will be well within the \$150,000 budget approved by the City Council at the September 25, 2024 Special City Council Meeting.

The City has reviewed several potential locations with an emphasis on limiting potential disturbance to local residences, by keeping the facility at least 200' from any residence. City staff narrowed down a list of several potential locations to a final three locations:

1. 707 W 9th St N (Retired Landfill)
2. 500 W 7th St N (Water distribution site)
3. 2201 S 24th Ave W (Newton Police firearms range)

While all three locations fit the need for the animal control facility, each location also presented potential challenges. 707 W. 9th St. N. appears to be the least challenging and most cost-effective option. This property is owned by the City and was formerly used as a landfill site. The landfill, referred to in city documents as the Maytag Landfill, covered approximately four acres out of the 10-acre tract. Residential areas are located around the former landfill (although no residence would be located within 200 feet of the kennels). The northern side of the landfill areas are open and slope downward at 16%-20%. This land has been on the Iowa Registry of Hazardous Waste or Hazardous Substance Disposal Sites since 1984. The Registry was authorized by the Iowa Legislature and was later amended to restrict the addition of any future sites to the Registry after July 1, 2011. As such, the current registry is outdated and of little practical value to the public (per August 21, 2017, letter to the City of Newton from Amie Davidson, P.E., Environmental Program Supervisor, Land Quality Bureau, Iowa Department of Natural Resources, DNR.)

Sites on the Registry may be removed from the Registry upon execution of an environmental covenant developed pursuant to the provisions of Iowa Code (IC) 4551, entitled *Uniform Environmental Covenants Act*. This process has not been pursued on this property, as there has not been a project proposed for the property that would justify the expense entailed by that process. Captain Chris Wing has been in communication with Matt Graesch, P.G., Environmental Specialist Senior, Solid Waste and Contaminated Sites, DNR, on the use of this site for a dog kennel. Here is the advice that we received from Matt Graesch:

"The hazardous waste that was illegally buried there in the distant past seems to have been some

pretty nasty stuff, so I have concerns, but I suspect that the main concern would be risk to shallow groundwater and creek water, as well as exposure along the steeper areas. If you are going to pour a pad on the flatter upper surface of the property rather than using any of the steeper slopes, that would be highly preferred. Also, I would strongly suggest using a vapor barrier under the concrete to prevent any infiltration of VOCs that could be bad for the health of the dogs. The water line should be composed of a material that is more resistant to contaminants (i.e. not black plastic, and preferably not PVC), and care should be taken when burying it to note any odors or stained soil (which would need to be properly disposed of).”

If this site is approved by the City Council for the location of the kennel, City staff will follow these recommendations from the DNR in installing the dog kennel on this site. Please see the Gantt Chart below which provides a timeline and projected cost of the various tasks involved with the project. The estimates below, which are intended to be worst-case scenario add up to \$125,831. With a \$150,000 budget, that provides another \$24,169 for unforeseen issues that could arise during the project. Having said that, City staff believes that we can come in under budget on this project.

KENNEL PROJECT TIMELINE AND BUDGET (\$150,00.00)									
Sept. 27, 2024	Sept. 30- Oct. 6	Oct. 7-13	Oct. 14-20	Oct. 21-27	Oct. 28- Nov. 3	Nov. 4-10	Nov. 11-17	Nov. 18-24	Nov. 25- Dec. 1
Kennel delivery and installation - Backyard Escapes, \$84,831.00									
		Water line & pit installation by contracted local plumber, \$15,000							
		Concrete Pad pour and gravel access installation, contracted concrete firm, \$10,000							
		Electric overhead to meter pole - Alliant & contracted local electrician, \$7,500							
							Fencing -contracted fencing company, \$8,500		

Alternatives

1. The first alternative would be to reexamine one of the other two finalist city-owned sites for this project.
2. The second alternative would be to undergo a search for private property on which to locate the kennel.

Any delays in moving forward would include utilizing Parkview Animal Clinic at their non-contractual rates (which start on October 16, 2024) for longer than the expected month that it would take to get this facility up and running beyond our contractual arrangement with Parkview, which ends on October 15, 2024.

Recommendation:

Staff recommends approval



Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING THE LOCATION OF A ANIMAL CONTROL FACILITY
AT 707 W 9TH ST N**

WHEREAS, the City was recently notified that Parkview Animal Hospital requested to dissolve the animal housing agreement effective October 15, 2024; and

WHEREAS, the City is required to provide animal control services per City Code; and

WHEREAS, the City has entered into an agreement to purchase a modular commercial kennel from Backyard Eacapes of Pocomoke City, MD at a cost of \$84,831, with a project cost not to exceed \$150,000; and

WHEREAS, the City has examined three potential locations for the animal control facility; and

WHEREAS, while all three locations had some challenges the most viable location is 707 W 9th St N; and

WHEREAS, the City of Newton owns the aforementioned property; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the location of 707 W 9th St N for the future site of the Newton Animal Control Facility.

PASSED this _____ day of October, 2024.

APPROVED this _____ day of October, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

