



## Newton City Council Agenda

October 21, 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](http://newtongov.org/cablecast)

### Pledge

Pledge of Allegiance

### Call to Order

1. Roll Call

### Presentation

2. Iowa Safe at Home - Michael Graber, Program Administrator

### 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. October 7, 2024 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: Git-N-Go Convenience Store #45 - LG0001044, 1708 S 8th Ave E, Class B Retail Alcohol License; La Cabana Mexican Restaurant, Inc., 2617 1st Ave E, Class C Retail Alcohol License, Outdoor Service ; The Venue & Public House, LLC, 211 N 2nd Ave W, Class C Retail Alcohol License, Outdoor Service, Living Quarters, Catering, pending approvals; Veterans of Foreign Wars Post 1655 - LC0026734, 315 1st Ave W, Class C Retail Alcohol License renewal
6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-14)
7. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-13)
8. Resolution Approving the 2023-2024 Annual City Street Financial Report
9. Resolution Approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located at 500 Iowa Speedway Drive Within the East Mart Urban Renewal Area
10. Resolution Approving a Property Tax Rebate for the Theisen's Property Located at 3021 1<sup>st</sup> Ave E Within the East Mart Urban Renewal Area

11. Resolution approving the Clinical and Field Affiliation Agreement with Western Community College
12. Resolution approving an engineering services agreement for the 2025 Downtown Streetscape Improvements Project
13. Resolution accepting completion of the W 8th St N Bridge Approach Replacement Project
14. Resolution Adopting the Addition of #16 Fraud Prevention & Detection Policy & #17 Identifiable Information Protection Policy to the City of Newton Financial Policies
15. Resolution approving a Telecommunications Licensing Agreement with Mediacom Communications Corporation
16. Resolution amending Resolution 2024-319 and awarding the purchase of firefighter's personal protective equipment
17. Approve Bills

## **Public Hearing**

18. Public Hearing on an Ordinance Amending the City of Newton Official Zoning Map for the east 1,350 feet of Parcel #0826200003 (south side of the 2300–2400 blocks of N. 19th Ave. E.) from A-1: Agricultural to I-L: Light Industrial
  - The applicant requested a rezoning of the subject property to accommodate future industrial development.
  - There is very little undeveloped, industrially zoned land available in Newton, and this location would be a natural expansion of the northeast Newton Industrial Park.
  - At their meeting on October 1, 2024, the Planning and Zoning Commission reviewed and unanimously recommended approval of this rezoning application.
  - The applicant has requested council's consideration to waive the 2nd and 3rd readings.

19. First Consideration of an Ordinance Amending the City of Newton Official Zoning Map for the east 1,350 feet of Parcel #0826200003 (south side of the 2300–2400 blocks of N. 19th Ave. E.) from A-1: Agricultural to I-L: Light Industrial

## **Ordinance**

20. Third 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.
21. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic

and Parking Schedules Adopted by Reference", to make changes to street parking in the 300-700 blocks of East Tenth Street South

- The City received safety concerns regarding street parking in the 300-700 blocks 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.

22. Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 4300 block of South Fifteenth Avenue East

- The City received safety concerns regarding street parking in the 4300 block 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 the recommendation.

23. 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 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.
- Currently, parking in the 300 block of W. 4th St. N. allows for 72-hour parking and 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 and allowing parking on the east side of the 300 block provides additional parking. There are several nearby parking lots that allow for long-term parking.

24. First consideration of an Ordinance Amending Various Sections of the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90 "Animals"

- The City Council recently approved the purchase of an animal control facility to house stray dogs.
- The Code of Ordinances requires an update to reflect that City staff would be handling animal control and housing.
- The proposed ordinance updates various sections to align with current operations and improve efficiency in animal handling processes.

## Resolution

25. Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services
  - The Fire Department receives a supplemental payment from the Federal government to partially fill the funding gap between actual costs of providing service and payments made through Medicaid through a program called Ground Emergency Medical Transport supplemental reimbursement program.
  - Each year we are required to complete an Inter-Governmental Transfer Agreement, a Provider Participation Agreement, and submit a Cost Report.
  - This year's cost report submittal will certify our expenses and set the rate for reimbursement starting 7/1/2025.
26. Resolution approving a part-time kennel attendant position within the Police Department
  - The City will be opening and operating an animal control facility for stray dogs in mid-late November 2024.
  - Additional part-time staff will be required to supplement full-time City staff in the operation of the facility.
  - The Police Department proposes hiring a part-time kennel attendant to maintain the facility and care for the impounded animals.
27. Resolution amending the City of Newton animal control fee schedule
  - The City will begin operating an animal control facility in November 2024. Fees will be required to house animals, support operations, and offset the cost of personnel working in the facility.
28. Resolution Approving Amended Development Agreement with Ex Nihilo LLC
  - Ex Nihilo LLC has encountered significant challenges to the adaptive reuse project at 118 N 2nd Avenue E related to an economic environment that has resulted in unanticipated and significantly higher construction bids.
  - The proposed amendment seeks to address those financial challenges and encourage the project to move forward by eliminating the proposed 10-year tax rebate and increasing the forgivable loan for the project to \$750,000.
  - The proposed Gray Moon Public Market will be a significant business incubator and source of vitality for Newton's downtown.



29. Resolution Approving 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
- On October 7, 2024, Council held a public hearing on three proposals for the purchase and redevelopment of the "Hatchery Site."
  - The resolution selects Pivotal Development as the purchaser and developer and approves a development agreement, contingent upon the developer being awarded housing tax credits from the Iowa Finance Authority.
  - The City will receive \$140,000 for the property, with the revenues returned to the D&D Program, and Pivotal plans to construct approximately 40 residential units in a combination of apartment-building and townhome structures.
30. Resolution naming 224 West 3rd Street North Harmony Park and officially designating the property as part of the City Parks system
- As construction of the splash pad features on 224 W 3rd Street N is nearing completion, it is necessary to officially designate and name the park.
  - At their meeting on September 18, 2024, the Newton Park Board recommended officially naming the property "Harmony Park."
31. Resolution awarding contract for the Westwood Clubhouse Phase 2 Interior Project
- On October 14, 2024, a bid opening was held for the Westwood Clubhouse Phase 2 project for interior improvements.
  - Five bids were received, with the apparent low bid being received from Ball Team, LLC in the amount of \$692,000.

### **Staff Report**

32. Parks & Rec Summer recap - Erin Chambers, Community Development Director

### **Mayor/Council Comments**

33. Mayor and Council Comments

### **Adjourn**

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

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NEWTON CITY COUNCIL MEETING MINUTES  
OCTOBER 7, 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 4<sup>th</sup> Street South. Mayor George presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Proclamation

2. Fire Prevention Week Proclamation

Mayor George proclaimed October 6th through 12th as Fire Prevention Week.

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

Jeff Farver, 909 E 7th St S, spoke regarding the rock on E 7th St S and the sump pumps draining into the street, causing issues. He requested blacktop on the street. Sarah Patterson, Jasper County RSVP Grant Manager/ Director, provided an update on Newton RSVP: There are 18 active drivers. They will be providing 28 rides this week and 27 rides last week. From September 23-27 they provided 37 rides. The Heart Program is up and running, which is literacy mentoring. They have 21 classrooms and 20 volunteers. 600 clients came in for free tax service. On November 14th, from 9:00am-10am, they will provide breakfast for veterans. Donna Stumme, 401 E 10th St S, spoke about stalking issues. Bruce Showalter, Newton Housing Development Corporation Executive Director, spoke about the sale of the Hatchery property. He thanked the developers that placed bids and Mayor George for working on the Thriving Community designation. Brad Magg, running for Iowa House of Representatives District 38, introduced himself and thanked the council for all their work.

Consent Agenda

Moved by Ervin, seconded by Mills to approve consent agenda items 4-19. AYES: Six. NAYS: None. Consent Agenda was adopted.

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)  
Resolution 2024-324 adopted.

8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-13)  
Resolution 2024-325 adopted.

9. Resolution Approving a Property Tax Rebate for the GG 115 LLC Property Located at 208 S 2<sup>nd</sup> Ave W Within the North Central Urban Renewal Area  
Resolution 2024-326 adopted.

10. Resolution Approving a Property Tax Rebate for the CRH Properties LLC Property Located at 117 1<sup>st</sup> Ave W Within the North Central Urban Renewal Area  
Resolution 2024-327 adopted.

11. Resolution Approving a Property Tax Rebate for the Best Midwest Properties LLC Property Located at 109 1<sup>st</sup> Ave W Within the North Central Urban Renewal Area  
Resolution 2024-328 adopted.

12. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC

Property Located Within the 1<sup>st</sup> Avenue East Urban Renewal Area  
Resolution 2024-329 adopted.

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  
Resolution 2024-330 adopted.
14. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-03  
Resolution 2024-331 adopted.
15. Resolution approving a Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2024-04  
Resolution 2024-332 adopted.
16. Resolution approving an Engineering Services Agreement for the Children's Forest Bank Stabilization Project  
Resolution 2024-333 adopted.
17. Resolution approving an Engineering Services Agreement for the E 12th St and 1st Ave E Stormwater Improvements Project  
Resolution 2024-334 adopted.
18. Resolution awarding Contract for the Outdoor Warning Sirens Electrical service project  
Resolution 2024-335 adopted.
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  
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. Representatives from Haan Development, Gratus Development, and Pivotal Housing Partners presented proposals for development on the former Hatchery site. There were no written comments. A resolution will come before the council on October 21st to determine which project will be selected. Moved by Ervin, seconded by Mills to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
21. Public Hearing on a resolution approving the purchase agreement for real property a 319 East 12th Street North, 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 Dalton, seconded by Mullan to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
22. Resolution approving the purchase agreement for real property a 319 East 12th Street North, Newton, Jasper County, Iowa  
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-336 adopted.

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

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

#### 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  
Moved by Dalton, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-337 adopted.
28. Resolution approving an agreement with Alliant Energy for the installation of 9 new streetlights in the Arbor Estates, Second Addition subdivision  
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-338 adopted.
29. Resolution accepting completion of the Arbor Estates Second Addition Construction Project  
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-339 adopted.
30. Resolution for Awarding the Bid and Contracting for the Purchase and Installation of an Upgrade to the Fire Department Vehicle Exhaust Removal System  
Moved by Hallam, seconded by Mullan to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-340 adopted.
31. Resolution adopting the 2024-2026 Council Goals for the City of Newton  
Moved by Hallam, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-341 adopted.
32. Resolution entering into a contract for services with Christine Pletcher DeZign for Interior and Exterior Design Services for the Westwood Clubhouse project  
Moved by Dalton, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-342 adopted.
33. Resolution approving a Newton Hotel-Motel Tourism Grant Program Application for \$2,500 from the Jasper County Historical Museum  
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-343 adopted.
34. Resolution approving the purchase of 417 North 2nd Avenue East, Newton, using the City's Low-Moderate Income Set-Aside Funds  
Moved by Dalton, seconded by Mullan to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-344 adopted.
35. Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended  
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-345 adopted.
36. Resolution approving the location of an animal control facility at 707 W 9th St N  
Moved by Simbro, seconded by Mullan to adopt the Resolution. The address at 707 W 9th St. N appears to be the least challenging and most cost-effective option. Residential areas are located around the former landfill (although no residence would be located within 200 feet of the kennels). 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. It was recommended to use a vapor barrier under the concrete to prevent any infiltration of VOCs that could be bad for the health of 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). AYES: Six. NAYS: None. Resolution 2024-346 adopted.

#### Mayor/Council Comments

37. Mayor and council comments  
Mullan reminded citizens to participate in the Scarecrow Hike at the Newton Arboretum. He asked citizens to make sure their dogs are on leashes and that they clean up their waste. Ervin spoke regarding the council doing what is in the best interest of the town. They can disagree but are on the same page. Ervin talked about the event at the Friday night football game where the seniors would present the incoming kindergartners with a symbol welcoming them to the Newton School District. Newton has been chosen to host

a traveling Smithsonian Spark museum in December. Mullan told about the Des Moines register's positive comment, stating, "If you want to know how to defend against Pella, talk to Newton". Simbro spoke about the Legacy Plaza housing Open House. There were a lot of people attending and interested in the properties. Mayor George spoke about the Federal Reserve Bank of Chicago's conference coming up in Iowa, and they will be taking a bus tour to Newton on Thursday morning to tour some of the housing projects. Mills thanked staff for the work on some of the road construction projects happening around town.

#### 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 8:14 P.M., it was moved by Mills, seconded by Hallam to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

#### Return to Open Session

39. Return to Open Session  
Council returned to open session at 9:11 P.M. with all members present.

#### Adjourn

Moved by Dalton, seconded by Mullan to adjourn the meeting at 9:11 P.M. Motion unanimously carried by voice vote.

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Katrina Davis, City Clerk

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Evelyn George, Mayor

## 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. 24-14)

**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: \$3,721.00

**Report Number:** 2024-1006

**Date:**

October 21, 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. 24-14)**

**WHEREAS**, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-14: 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 24-14: 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 24-14: 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 24-14: 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 24-14: Assessment for the Expenses for Nuisance Abatement

| Deed/Contract Holder       | Parcel Number             | Property Address | City   | Net                           | Abatement | Admin.   | Total Amount      | Legal                                  | Date Abated |
|----------------------------|---------------------------|------------------|--------|-------------------------------|-----------|----------|-------------------|----------------------------------------|-------------|
|                            |                           |                  |        | Assessed<br>Property<br>Value |           |          |                   |                                        |             |
| Shilo Duncan               | <a href="#">834478009</a> | 1005 E 10th St S | Newton | \$119,620                     | \$150.00  | \$150.00 | \$300.00          | HARLAN'S SD LOT 1 BLK 3                | 8/30/2024   |
| Lee Silvia                 | <a href="#">833282002</a> | 308 W 8th St S   | Newton | \$89,660                      | \$100.00  | \$150.00 | \$250.00          | WEST NEWTON S 55' LOT 8 BLK C & N 1/2  | 8/30/2024   |
| Lyndon Woods               | <a href="#">834280014</a> | 1002 S 5th Ave E | Newton | \$125,810                     | \$100.00  | \$150.00 | \$250.00          | JONES' SD S 96' LOTS 6 & 14 BLK W      | 8/30/2024   |
| Brian & Risa Ergenbright   | <a href="#">827379015</a> | 621 E 5th St N   | Newton | \$213,300                     | \$100.00  | \$150.00 | \$250.00          | LAMB & KENNEDY'S ADD LOT 1 & N 4' LOT  | 9/3/2024    |
| Jeffrey Hautekeete         | <a href="#">834304007</a> | 602 W 2nd St S   | Newton | \$18,000                      | \$200.00  | \$150.00 | \$350.00          | STONE'S ADD S 60' LOT 25               | 8/29/2024   |
| Dolan & Dixie Cowden       | <a href="#">826380007</a> | 612 E 17th St N  | Newton | \$206,360                     | \$100.00  | \$150.00 | \$250.00          | FRANKLIN PARK ADD PLAT IV, LOT 50 & N  | 8/29/2024   |
| Jarrold Hesse              | <a href="#">827377013</a> | 701 E 5th St N   | Newton | \$190,570                     | \$160.00  | \$150.00 | \$310.00          | LAMB & KENNEDY'S ADD S 1/4 LOT 4 BLK 1 | 9/6/2024    |
| Aof Flores                 | <a href="#">835429017</a> | 503 E 27th St S  | Newton | \$161,010                     | \$100.00  | \$150.00 | \$250.00          | AURORA HEIGHTS SD LOT 5 BLK W          | 9/9/2024    |
| Brenda Nelson              | <a href="#">827477015</a> | 510 E 9th St N   | Newton | \$52,060                      | \$411.00  | \$150.00 | \$561.00          | LONG'S SD LOT 23                       | 9/11/2024   |
| Devyn Taylor & Serena Chai | <a href="#">835153005</a> | 416 E 12th St S  | Newton | \$135,420                     | \$150.00  | \$150.00 | \$300.00          | SCHARF'S SD W 132' OF LOTS B-C-F       | 9/17/2024   |
| Robin Maddison             | <a href="#">834303020</a> | 525 W 2nd St S   | Newton | \$155,990                     | \$150.00  | \$150.00 | \$300.00          | STONE'S ADD LOT E                      | 9/17/2024   |
| Gary & Sandra Bird         | <a href="#">834281010</a> | 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    | 9/16/2024   |
| <b>TOTAL:</b>              |                           |                  |        |                               |           |          | <b>\$3,721.00</b> |                                        |             |



## City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-13)

**Summary:**

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

**Financial Impact:**

Cost Recovery: \$2,350.00

**Report Number:** 2024-1005

**Date:**

October 21, 2024

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,350.00.

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 24-13).

Matt Muckler, City Administrator

**RESOLUTION NO. 2024 – \_\_\_\_\_**

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF  
NUISANCE ABATEMENT AND PROVIDING FOR THE  
PAYMENT THEREOF (SCHEDULE 24-13)**

**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. 24-13 for collection in the same manner as the property tax.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Schedule No. 24-13, 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 November 6, 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 24-13: Assessment for the Expenses for Nuisance Abatement

| Deed/Contract Holder                    | Parcel Number             | Property Address | City   | Net<br>Assessed<br>Property<br>Value | Abatement<br>Fee | Admin.<br>Fee | Total Amount<br>Assessed | Legal                                                                                                                | Date Abated |
|-----------------------------------------|---------------------------|------------------|--------|--------------------------------------|------------------|---------------|--------------------------|----------------------------------------------------------------------------------------------------------------------|-------------|
| Huyen Hoang                             | <a href="#">835104017</a> | 1326 Crescent Dr | Newton | \$82,610                             | \$100.00         | \$150.00      | \$250.00                 | BELMONT PARK LOT 17 BLK 2                                                                                            | 8/16/2024   |
| Robin Maddison                          | <a href="#">834303020</a> | 525 W 2nd St S   | Newton | \$155,990                            | \$100.00         | \$150.00      | \$250.00                 | STONE'S ADD LOT E                                                                                                    | 8/16/2024   |
| Golden Hammer<br>Construction Inc       | <a href="#">834281034</a> | 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<br>Construction Inc       | <a href="#">834279017</a> | 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<br>County LLC | <a href="#">835177004</a> | 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<br>Inc        | <a href="#">834281034</a> | 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                            | <a href="#">835204007</a> | 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                        | <a href="#">834276022</a> | 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                  | <a href="#">835283003</a> | 204 E24th St S   | Newton | \$16,440                             | \$150.00         | \$150.00      | \$300.00                 | PARK PLACE CONDOMINIUMS LOCATED<br>ON PT PARCEL B BLK Q AURORA<br>HEIGHTS SD EX LOT 9 BLK Q LYING<br>WITHIN PARCEL B | 8/29/2024   |
| TOTAL:                                  |                           |                  |        |                                      |                  |               | \$2,350.00               |                                                                                                                      |             |

## City of Newton Council Report

**Item:**

Resolution Approving the 2023-2024 Annual City Street Financial Report

**Summary:**

This required annual report documents the City's use of the Road Use Tax received from the State of Iowa

**Financial Impact:**

No financial impact, as this report summarizes past actions

**Report Number:** 2024-1007

**Date:**

October 21, 2024

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

Annually, the Iowa Department of Transportation requires the City to file a City Street Financial Report that accounts for the use of Road Use Tax funding during the past fiscal year. The report for fiscal year 2023-24 shows that the City began with a fund balance of \$1,536,694 in the Road Use Tax Fund. The unaudited ending balance in the Road Use Tax Fund as of June 30, 2024 was \$2,735,584.

Revenues from the Road Use Tax Fund for the fiscal year were \$3,354,616, which includes \$2,226,141 in Road Use Tax from the State of Iowa. Expenses in the Road Use Tax fund were \$2,327,760 which includes \$51,658 of street preservation and equipment purchases of \$546,030.

**Recommendation:**

Staff recommends approval of the attached Resolution and Report.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION APPROVING THE FISCAL YEAR 2023-2024  
ANNUAL CITY STREET FINANCIAL REPORT

**WHEREAS**, the Iowa Department of Transportation requires the City Council to annually approve the “City Street Financial Report,” which documents the receipt and usage of Road Use Tax; and,

**WHEREAS**, said report has been prepared by the Administration and Public Works Departments and is attached to this Resolution;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa that the 2023-24 “City Street Financial Report” is hereby approved; and City Staff is hereby directed to submit the report to the Iowa Department of Transportation by the December 1<sup>st</sup> deadline.

**PASSED** this 21<sup>st</sup> day October, 2024.

**APPROVED** this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis,  
City Clerk



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2024

Newton

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### Expenses

|                                                | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|------------------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Salaries - Roads/Streets                       |                                     | \$300,587            |                              |                          |                              |                         | \$300,587      |
| Benefits - Roads/Streets                       |                                     | \$15,144             | \$206,457                    |                          |                              |                         | \$221,601      |
| Training & Dues                                |                                     | \$1,855              |                              |                          |                              |                         | \$1,855        |
| Building & Grounds Maint.<br>& Repair          |                                     | \$3,107              |                              |                          |                              |                         | \$3,107        |
| Road Beautification                            |                                     | \$37,906             |                              |                          |                              |                         | \$37,906       |
| Vehicle & Office Equip<br>Operation and Repair |                                     | \$84,510             | \$38                         |                          |                              |                         | \$84,548       |
| Street Lights                                  |                                     | \$232,361            |                              |                          |                              |                         | \$232,361      |
| Other Utilities                                |                                     | \$25,206             |                              |                          |                              |                         | \$25,206       |
| Payments to othe agencies                      |                                     | \$11,201             |                              |                          |                              |                         | \$11,201       |
| Other Contract Services                        |                                     | \$22,554             |                              |                          |                              |                         | \$22,554       |
| Office Supplies                                |                                     | \$852                |                              |                          |                              |                         | \$852          |
| Operating Supplies                             | \$8,051                             | \$117,099            |                              |                          |                              |                         | \$125,150      |
| New Posts & Signs                              |                                     | \$7,081              |                              |                          |                              |                         | \$7,081        |
| Replacement Posts &<br>Signs                   |                                     | \$5,055              |                              |                          |                              |                         | \$5,055        |
| Other Capital Equipment                        |                                     | \$546,030            |                              |                          | \$33,258                     |                         | \$579,288      |
| Street - New Roadway                           |                                     |                      |                              |                          |                              | \$151,645               | \$151,645      |
| Street - Capacity<br>Improvement               |                                     | \$163,557            |                              |                          | \$5,416,379                  |                         | \$5,579,936    |



## City Street Finance Report

Fiscal Year 2024

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Newton

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|                        | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Street - Preservation  |                                     | \$51,658             |                              |                          |                              |                         | \$51,658       |
| Principal Payment      |                                     | \$135,000            |                              | \$1,655,649              |                              |                         | \$1,790,649    |
| Interest Payment       |                                     | \$28,100             |                              | \$307,220                |                              |                         | \$335,320      |
| Bond Registration Fees |                                     | \$450                |                              | \$1,840                  |                              |                         | \$2,290        |
| Transfer Out           |                                     | \$7,966              |                              |                          |                              |                         | \$7,966        |
| Street Lighting        |                                     |                      |                              |                          | \$32,599                     |                         | \$32,599       |
| Traffic Control/Safety |                                     | \$143,134            |                              |                          | \$4,245                      |                         | \$147,379      |
| Snow Removal           |                                     | \$195,540            |                              |                          |                              |                         | \$195,540      |
| Accounting/Recording   |                                     | \$56,553             |                              |                          |                              |                         | \$56,553       |
| Street Cleaning        |                                     | \$39,780             |                              |                          |                              |                         | \$39,780       |
| Snow Removal Salaries  |                                     | \$103,229            |                              |                          |                              |                         | \$103,229      |
| Snow Removal Benefits  |                                     | \$211                |                              |                          |                              |                         | \$211          |
| <b>Total</b>           | \$8,051                             | \$2,335,726          | \$206,495                    | \$1,964,709              | \$5,486,481                  | \$151,645               | \$10,153,107   |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2024

Newton

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### Revenue

|                                    | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total      |
|------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|---------------------|
| Levied on Property                 | \$0                                 |                      | \$206,457                    | \$1,964,709              |                              |                         | \$2,171,166         |
| Interest                           |                                     | \$6,452              |                              |                          |                              |                         | \$6,452             |
| Federal Grants                     |                                     | \$17,353             |                              |                          |                              |                         | \$17,353            |
| State Revenues - Road<br>Use Taxes |                                     | \$2,226,141          |                              |                          |                              |                         | \$2,226,141         |
| Other State Grants - IDOT          |                                     | \$21,049             |                              |                          | \$2,949,442                  |                         | \$2,970,491         |
| Charges/fees                       | \$85                                | \$854                |                              |                          | \$13,960                     | \$151,645               | \$166,544           |
| Contributions                      |                                     | \$4,644              | \$38                         |                          |                              |                         | \$4,682             |
| Fuel Tax Refund                    |                                     | \$999                |                              |                          |                              |                         | \$999               |
| Sale of Property &<br>Merchandise  |                                     | \$679                |                              |                          |                              |                         | \$679               |
| Proceeds from Debt                 |                                     | \$1,256,445          |                              |                          | \$4,206,555                  |                         | \$5,463,000         |
| Transfer In                        | \$7,966                             |                      |                              |                          |                              |                         | \$7,966             |
| <b>Total</b>                       | <b>\$8,051</b>                      | <b>\$3,534,616</b>   | <b>\$206,495</b>             | <b>\$1,964,709</b>       | <b>\$7,169,957</b>           | <b>\$151,645</b>        | <b>\$13,035,473</b> |





## City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Newton

Ames, IA 50010

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### Bonds/Loans

| Bond/Loan Description  | Principal Balance As of 7/1 | Total Principal Paid | Total Interest Paid | Principal Roads    | Interest Roads   | Principal Balance As of 6/30 |
|------------------------|-----------------------------|----------------------|---------------------|--------------------|------------------|------------------------------|
| 2019C Refinance        | \$1,680,000                 | \$125,000            | \$42,837            | \$69,550           | \$23,835         | \$1,555,000                  |
| 2021D RUT Revenue Bond | \$1,450,000                 | \$135,000            | \$28,100            | \$135,000          | \$28,100         | \$1,315,000                  |
| 2020C Refinance        | \$2,395,000                 | \$1,495,000          | \$47,900            | \$1,178,060        | \$37,745         | \$900,000                    |
| 2021A                  | \$2,740,000                 | \$0                  | \$58,550            | \$0                | \$5,234          | \$2,740,000                  |
| 2017C GO Bond          | \$1,660,000                 | \$161,000            | \$56,772            | \$22,781           | \$8,033          | \$1,499,000                  |
| 2015B Bonds            | \$1,480,000                 | \$335,000            | \$34,588            | \$119,762          | \$12,365         | \$1,145,000                  |
| 2017B GO Bond          | \$1,224,000                 | \$157,000            | \$25,704            | \$98,612           | \$16,145         | \$1,067,000                  |
| 2019A GO Bond          | \$3,700,000                 | \$195,000            | \$135,438           | \$120,627          | \$83,782         | \$3,505,000                  |
| 2022A GO Bond          | \$1,670,000                 | \$70,000             | \$55,233            | \$46,256           | \$36,498         | \$1,600,000                  |
| 2023A GO Bond          | \$4,760,000                 | \$0                  | \$214,132           | \$0                | \$83,583         | \$4,760,000                  |
| 2024A GO Bond          | \$3,650,000                 | \$0                  | \$0                 | \$0                | \$0              | \$3,650,000                  |
| 2024B RUT Revenue Bond | \$1,205,000                 | \$0                  | \$0                 | \$0                | \$0              | \$1,205,000                  |
| <b>Total</b>           | <b>\$27,614,000</b>         | <b>\$2,673,000</b>   | <b>\$699,254</b>    | <b>\$1,790,648</b> | <b>\$335,320</b> | <b>\$24,941,000</b>          |



Bureau of Local Systems  
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## City Street Finance Report

Fiscal Year 2024

Newton

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### Equipment

| Description                                    | Model Year | Usage Type | Cost      | Purchased Status |
|------------------------------------------------|------------|------------|-----------|------------------|
| Volvo L70H Serial #12693862                    | 2021       | Purchased  | \$184,518 | No Change        |
| Johnston VT-801 Street Sweeper                 | 2014       | Purchased  | \$231,420 | No Change        |
| International 7300 Truck w/plow, wing & prewet | 2013       | Purchased  | \$143,601 | No Change        |
| 3/4 Ton 4x4 Chevy Pickup                       | 2015       | Purchased  | \$26,865  | No Change        |
| 3/4 Ton 4x4 Chevy Pickup                       | 2016       | Purchased  | \$27,566  | No Change        |
| Model 310 SL John Deere Backhoe                | 2017       | Purchased  | \$98,263  | No Change        |
| John Deere 310SJ Backhoe                       | 2012       | Purchased  | \$100,062 | No Change        |
| International 4x2 w/plow and sander            | 2005       | Purchased  | \$63,058  | No Change        |
| International Dump Truck 4x2 & Sander          | 1999       | Purchased  | \$53,000  | No Change        |
| International Dump Truck 4x2 & Sander          | 1999       | Purchased  | \$53,000  | No Change        |
| Int 7300 with Sander,Plowbox,Prewet System     | 2005       | Purchased  | \$89,496  | No Change        |
| Chevrolet 3/4 Ton Pickup 4 x 4                 | 2003       | Purchased  | \$19,913  | No Change        |
| 3/4 ton 4x4 Chevy Pickup                       | 2011       | Purchased  | \$24,880  | No Change        |
| International 7300 Truck w/Plow, Wing & Prewet | 2015       | Purchased  | \$148,762 | No Change        |
| Ford 4x4 F-250 Pickup 6976                     | 2020       | Purchased  | \$28,411  | No Change        |
| Ford F-250 4x4 Pickup                          | 2022       | Purchased  | \$40,776  | No Change        |
| Volvo L70F Loader                              | 2014       | Purchased  | \$180,765 | No Change        |
| International 4700 4x2 Single Axle Dump Truck  | 2001       | Purchased  | \$56,934  | No Change        |
| John Deere Tractor                             | 2021       | Purchased  | \$66,801  | No Change        |
| John Deere Motor Grader                        | 2023       | Purchased  | \$269,418 | No Change        |
| Dodge Aerial Bucket Truck                      | 2017       | Purchased  | \$97,063  | No Change        |



## City Street Finance Report

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| Description                                  | Model Year | Usage Type | Cost      | Purchased Status |
|----------------------------------------------|------------|------------|-----------|------------------|
| International HV507 4x2 w/plow and sander    | 2018       | Purchased  | \$160,694 | No Change        |
| International 4700 4x2 w/plow and sander     | 2016       | Purchased  | \$148,762 | No Change        |
| International Tandem Truck                   | 2001       | Purchased  | \$123,443 | No Change        |
| Chevrolet K3500 L5 Truck w/Dump Box & U Plow | 2001       | Purchased  | \$24,516  | No Change        |
| International HV507 4x2 w/plow & sander      | 2024       | Purchased  | \$193,787 | New              |
| 3/4 Ton 4x4 Chevy Pickup                     | 2024       | Purchased  | \$45,650  | New              |



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## City Street Finance Report

Fiscal Year 2024

Newton

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### Street Projects

| Project Description                                                                                                  | Contract Price | Final Price | Contractor Name  |
|----------------------------------------------------------------------------------------------------------------------|----------------|-------------|------------------|
| Removing and replacing 333 SY of 8" PCC and other associated work at the intersection of N 6th Ave E and E 15th St N | \$49,695       | \$66,405    | TK Concrete, Inc |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2024

Newton

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### Summary

|                       | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|-----------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Begining Balance      | \$0                                 | \$1,536,694          | \$0                          | \$0                      | \$2,413,418                  | \$0                     | \$3,950,112    |
| SubTotal Expenses (-) | \$8,051                             | \$2,327,760          | \$206,495                    | \$1,964,709              | \$5,486,481                  | \$151,645               | \$10,145,141   |
| Transfers Out (-)     |                                     | \$7,966              |                              |                          |                              |                         | \$7,966        |
| Subtotal Revenues (+) | \$85                                | \$3,534,616          | \$206,495                    | \$1,964,709              | \$7,169,957                  | \$151,645               | \$13,027,507   |
| Transfers In (+)      | \$7,966                             |                      |                              |                          |                              |                         | \$7,966        |
| Ending Balance        | \$0                                 | \$2,735,584          | \$0                          | \$0                      | \$4,096,894                  | \$0                     | \$6,832,478    |

Resolution Number:

Execution Date:

Signature:

## City of Newton Council Report

**Item:**

Resolution Approving a Property Tax Rebate for the Van Maanen Electric, Inc Property Located at 500 Iowa Speedway Drive Within the East Mart Urban Renewal Area

**Summary:**

Resolution Approving Property Tax Rebate to the Van Maanen Electric, Inc Property According to the Approved Development Agreement

**Financial Impact:**

\$82,673 property tax rebate from the East Mart Urban Renewal TIF Fund as budgeted

**Report Number:** 2024-982**Date:**

October 21, 2024

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The City of Newton entered into a development agreement in September of 2021 with Van Maanen, Inc on the property located at 500 IA Speedway Drive within the East Mart Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Van Maanen Electric, Inc. in Fiscal year 24/25.

Van Maanen Electric, Inc. has provided documentation that the 1<sup>st</sup> half of property taxes in the amount of \$97,362 have been paid to the Jasper County Treasurer for FY 2024/25 for the property and the amount of the 100% rebate from the TIF Fund would be \$82,673.

**Recommendation:**

Staff recommends approval of the attached Resolution approving the tax rebate payment to Van Maanen Electric, Inc. for property taxes paid in FY24/25.

Matt Muckler, City Administrator

**RESOLUTION NO. 2024 – \_\_\_\_\_**

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE VAN  
MAANEN ELECTRIC, INC PROPERTY LOCATED 500 IOWA  
SPEEDWAY DRIVE WITHIN THE EAST MART URBAN RENEWAL  
AREA**

**WHEREAS**, the City of Newton (City) has established the East Mart Urban  
Renewal Area; and

**WHEREAS**, a Development Agreement with Van Maanen Electric, Inc was  
entered into in September of 2021 on the property located at 500 Iowa Speedway Drive  
within the East Mart Urban Renewal Area, and

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

**WHEREAS**, the Developer has paid its property taxes for the 1<sup>st</sup> half of the fiscal  
year 2024-2025 in the total amount of \$97,362 and is eligible to receive a 100% TIF rebate  
in the amount of \$82,673;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Newton, Iowa:  
That, per the terms of the Development Agreement with Van Maanen Electric, Inc, a  
property tax rebate for the 1<sup>st</sup> half of fiscal year 2024-2025 property taxes in the amount  
of \$82,673 is hereby approved.

**PASSED** this 21st 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 Theisen's Property Located at 3021 1<sup>st</sup> Ave E Within the East Mart Urban Renewal Area

**Summary:**

Resolution Approving Property Tax Rebate to the Theisen's Property According to the Approved Development Agreement

**Financial Impact:**

\$28,271 property tax rebate from the East Mart Urban Renewal TIF Fund as budgeted

**Report Number:** 2024-986**Date:**

October 21, 2024

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

The City of Newton entered into a development agreement in December of 2021 with Theisen's on the property located at 3021 1<sup>st</sup> Ave E within the East Mart Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Theisen's in Fiscal year 24/25.

Theisen's has provided documentation that the 1<sup>st</sup> half of property taxes in the amount of \$33,294 have been paid to the Jasper County Treasurer for FY 2024/25 for the property and the amount of the 100% rebate from the TIF Fund would be \$28,271.

**Recommendation:**

Staff recommends approval of the attached Resolution approving the tax rebate payment to Theisen's for property taxes paid in FY24/25.

Matt Muckler, City Administrator



**RESOLUTION NO. 2024 – \_\_\_\_\_**

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE  
THEISEN’S PROPERTY LOCATED 3021 1<sup>st</sup> Ave E WITHIN THE EAST  
MART URBAN RENEWAL AREA**

**WHEREAS**, the City of Newton (City) has established the East Mart Urban  
Renewal Area; and

**WHEREAS**, a Development Agreement with Theisen’s was entered into in  
December of 2021 on the property located at 3021 1<sup>st</sup> Ave E within the East Mart Urban  
Renewal Area, and

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

**WHEREAS**, the Developer has paid its property taxes for the 1<sup>st</sup> half of the fiscal  
year 2024-2025 in the total amount of \$33,294 and is eligible to receive a 100% TIF rebate  
in the amount of \$28,271;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Newton, Iowa:  
That, per the terms of the Development Agreement with Theisen’s, a property tax rebate  
for the 1<sup>st</sup> half of fiscal year 2024-2025 property taxes in the amount of \$28,271 is hereby  
approved.

**PASSED** this 21st 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 the Clinical and Field Affiliation Agreement with Western Community College

**Summary:**

This Contract allows students from Western Community College paramedic and EMT programs to schedule ride time for experience as part of the training curriculum.

**Financial Impact:**

No financial impact by approving the Agreement.

**Report Number:** 2024-979

**Date:**

October 21, 2024

**Lead Department:**

Fire

**Recommendation:**

Approve

**Background:**

The training curriculum for emergency medical technicians of all levels requires student to complete ride time in the field with agencies that are contracted with the Western Community College. Western Community College provides liability insurance coverage for the student arising out of or related to the students work conduct or any activities necessarily associated with this agreement. This agreement is for a period of three (3) years and is severable with 90 day notice if needed.

**Recommendation:**

City Staff recommends Council approve the Clinical and Field Affiliation Agreement with Western Community College.

Matt Muckler, City Administrator

**RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION APPROVING THE CLINICAL AND FIELD AFFILIATION  
AGREEMENT WITH COOPERATING AGENCY WITH WESTERN COMMUNITY  
COLLEGE**

**WHEREAS**, the Fire Department works with various schools, including the Western Community College, to provide education for employees to become emergency medical service providers at all levels; and

**WHEREAS**, part of the curriculum for the emergency medical provider training includes attending ride time in the field with actual emergency medical service providers; and

**WHEREAS**, the Fire Department has personnel trained in precepting new candidates and provide field experience in patient care; and

**WHEREAS**, Western Community College provides liability insurance coverage for the students per the agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the Clinical and Field Affiliation Agreement with Western Community College is approved and authorizes the Fire Chief to execute the agreement with the same.

**PASSED** this \_\_\_\_\_ day of October 2024.

**APPROVED** this \_\_\_\_\_ day of October 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

**AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL SERVICES TRAINING  
BETWEEN  
IOWA WESTERN COMMUNITY COLLEGE  
AND  
City of Newton dba Newton Fire Department**

This agreement of affiliation is made and entered into this 10/20/2024 by and between City of Newton dba Newton Fire Department and Iowa Western Community College.

**PURPOSE**

This agreement establishes a relationship between Iowa Western Community College and City of Newton dba Newton Fire Department and its staff. The purpose of the relationship is to provide clinical and/or field experience to Emergency Medical Services (EMS) students who are enrolled in training programs at Iowa Western Community College.

**TERMS OF AGREEMENT**

This agreement is valid for three (3) years after its acceptance date. At the expiration of this agreement, Iowa Western Community College shall contact City of Newton dba Newton Fire Department and renew this agreement. This agreement is subject to modification by consent of both parties. This agreement may be revised or terminated before expiration of its term by either party, provided written notice is given to the other party at least three (3) months prior to the proposed date of revision or termination.

**SUPERVISION AND EVALUATION**

The staff of City of Newton dba Newton Fire Department agrees to provide supervision and preceptorship to Iowa Western Community College EMS students and to report to Iowa Western Community College on individual student performance using digital forms provided. Decisions regarding which City of Newton dba Newton Fire Department Paramedics and staff may serve as preceptors will be the joint responsibility of City of Newton dba Newton Fire Department and Iowa Western Community College. Preceptor training is provided by Iowa Western Community College for each preceptor to establish common goals and objectives for the student's clinical or field experience.

City of Newton dba Newton Fire Department may remove an individual from the clinical setting whose work conduct, health or other factor may have detrimental effect on the staff or patients of City of Newton dba Newton Fire Department. City of Newton dba Newton Fire Department agrees to provide Iowa Western Community College with a

written explanation of any removal. Any disciplinary action concerning students shall be the responsibility of Iowa Western Community College.

Iowa Western Community College faculty may enter the clinical or field area for the purpose of observation and evaluation of student performance with the permission of City of Newton dba Newton Fire Department. Iowa Western Community College faculty shall enter only those areas as permitted by City of Newton dba Newton Fire Department.

At no time will a student be substituted for a working member of a team or position within the agency. Students must always work within the student role.

### **INSTITUTIONAL LIABILITY**

Each party hereto shall be responsible only for activities in its own facility and associated patient care setting. Nothing in this agreement shall be construed to impose an obligation or liability on either party for medical care or hospital services provided to patients of the other party. Iowa Western Community College shall provide its students with proper training of infectious disease and bloodborne pathogen precautions.

Iowa Western Community College shall assure that all students have been tested for Tuberculosis and have been properly informed of state laws pertaining to Hepatitis B.

Iowa Western Community College students and faculty agree to treat all patient conditions and medical records with confidentiality.

Iowa Western Community College will have documentation that faculty and students participating in the program will have appropriate immunization requirements (MMR, negative Tuberculosis test or chest x-ray, Hepatitis B or signed waiver refusing the series) and program specific training and skills including universal precautions and bloodborne pathogen instruction. At any time, City of Newton dba Newton Fire Department may request that Iowa Western Community College provides City of Newton dba Newton Fire Department with copies of documentation of immunization and training records for any student scheduled for clinical or field instruction at City of Newton dba Newton Fire Department. Students will complete an Iowa Western Community College 'Physical and Immunization Form' or provide a copy of another form containing the same information. Students will complete any additional paperwork City of Newton dba Newton Fire Department requires before attending clinical or field internship time.

City of Newton dba Newton Fire Department shall not be held liable for the loss or damage of personal property of any student or employee of Iowa Western Community College.

Iowa Western Community College shall provide professional liability coverage for all students currently enrolled in an EMS education program for a period covering the clinical and field experience. Nothing in this agreement shall be construed to impose an obligation or liability for medical care or ambulance services provided to a student who may be injured during the duration of clinical and field time.

### **FACULTY LIABILITY**

Iowa Western Community College faculty shall not be considered employees of City of Newton dba Newton Fire Department. Iowa Western Community College shall provide Workman's Compensation protection for its faculty.

### **PUBLICITY**

It is agreed that all publicity related to this clinical and field experience at City of Newton dba Newton Fire Department be released simultaneously by Iowa Western Community College and City of Newton dba Newton Fire Department. At no time shall there be an employer-employee relationship between Iowa Western Community College, its personnel, or students and City of Newton dba Newton Fire Department. Employee of City of Newton dba Newton Fire Department who are students of an Iowa Western Community College EMS program shall be considered students while attending clinical and field training at City of Newton dba Newton Fire Department. Employees of City of Newton dba Newton Fire Department may receive credit for skills performed while on duty, but the student will not receive credit for time. Students must also be a third (3<sup>rd</sup>) person when performing these skills and must clearly identify themselves as a student (EMT, AEMT, Paramedic, etc.).

### **STATEMENT OF NON-DISCRIMINATION**

Iowa Western Community College and City of Newton dba Newton Fire Department shall not discriminate against any individual based on race, sex, age, religion, or national origin.

## SIGNATURES

### IOWA WESTERN COMMUNITY COLLEGE

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Paramedic Program Director

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Date

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Matthew Mancuso  
Executive Director of Business and Community  
Education

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Date

City of Newton dba Newton Fire Department

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Evelyn George  
Mayor

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Date

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Jarrold Wellik  
Fire Chief

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Date

## City of Newton Council Report

**Item:**

Resolution approving an engineering services agreement for the 2025 Downtown Streetscape Improvements Project

**Summary:**

Approve agreement with Bolton & Menk for project engineering

**Financial Impact:**

\$61,060 from Central TIF Bond Funds

**Report Number:** 2024-983

**Date:**

October 21, 2024

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

N 2nd Ave W between W 2nd St N and W 4th St N, along with W 3rd St N and the east half of W 4th St N between 1st Ave W and N 2nd Ave W, has had several asphalt resurfacing projects over the last 65 years. The asphalt surface needs rehabilitation. Four of the five blocks have been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage. Due to these issues, these streets have been chosen for the next downtown streetscape project.

This resolution seeks approval on an Engineering Services Agreement (ESA) from Bolton & Menk needed to bid, award, and construct the project. The ESA includes all work necessary for the data collection and construction drawings needed to put the project out for bid, anticipated to be in March 2025.

**Recommendation:**

City staff recommends approval of the \$61,060 Engineering Services Agreement with Bolton & Menk for the 2025 Downtown Streetscape Improvements Project.

Matt Muckler, City Administrator



**RESOLUTION NO. 2024 – \_\_\_\_\_**

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE  
2025 DOWNTOWN STREETScape IMPROVEMENTS PROJECT**

**WHEREAS**, N 2nd Ave W between W 2nd St N and W 4th St N, along with W 3rd St N and the east half of W 4th St N between 1st Ave W and N 2nd Ave W, has had several asphalt resurfacing projects over the last 65 years. The asphalt surface needs rehabilitation. Four of the five blocks have been widened to approximately 55 feet, eliminating the streetscape and causing poor street drainage. Due to these issues, these streets have been chosen for the next downtown streetscape project; 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 & Menk needed to bid, award, and construct the project. The ESA includes all work necessary for the data collection and construction drawings needed to put the project out for bid, anticipated to be in March 2025; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa, that the proposed \$61,060.00 Engineering Services Agreement with Bolton & Menk on the 2025 Downtown Streetscape Improvements Project is hereby approved, with the costs to be paid from Central TIF bond funds.

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

**PASSED** this \_\_\_\_\_ day of October, 2024.

**APPROVED** this \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

# PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement: 10/2/2024

Agreement Number:

0A1.133348

Project Location: Newton, IA

## Client

Name: City of Newton

Address: 101 West 4<sup>th</sup> Street S

Address: \_\_\_\_\_

City: Newton State Iowa Zip 50208

(hereinafter referred to as Client)

Phone No.:

641-792-2787

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No.:

641-792-6622 ext. 2309

Fax No.:

## Fee Arrangement

Hourly, Not-to-Exceed

Data Collection: \$14,100

Design: \$31,830

Bidding Phase: \$5,130

KCL Elec. Design: \$10,000

**TOTAL: \$61,060**

as per the 2024 Bolton & Menk rate schedule

## Scope/Intent and Extent of Services

See attached scope of services (exhibit 1) for the Downtown 2025 Streetscape Improvements.

## Special Conditions

The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Newton dated March 19, 2024, and approved by the Newton City Council on April 9, 2024, unless modified by this Work Order.

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

Accepted by: City of Newton, Iowa

Offered by: Bolton & Menk, Inc.

Matthew Ferrier, PE, Principal Engineer

Evelyn George, Mayor

Date

Date

**EXHIBIT I**  
**SCOPE OF SERVICES BY CONSULTANT**  
**2025 STREETSCAPE IMPROVEMENTS 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 & construction management for the above-named project.

**TASK I – ENGINEERING SERVICES**

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

**Subtask A – Data Collection**

1. CONSULTANT will collect topographic survey of the site which will include:
  - a. Horizontal and vertical location of existing surface improvements
  - b. Horizontal and vertical location of CLIENT utilities – sanitary sewer, watermain and storm sewer
  - c. Locate private utilities (natural gas, telephone, CATV, electric, watermain, etc.) based on field marking or other information from utility owners
  - d. Identify property corners to determine ROW limits
  - e. Survey existing ground to create surface model and contours for the site.
  - f. CAD drafting to create project mapping of the project area.

**Deliverables:**

Base map in PDF and CAD format

**Subtask B – Construction Drawings**

1. CONSULTANT will complete all aspects of design needed for the construction. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. The anticipated plan elements include:
  - a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, and project number.
  - b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and pavement 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.
  - d. **Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical roadway 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. **Electrical (E Sheets).** The electrical sheets will include: lighting fixture selection, lumen output, and distribution type. Proposed lighting layout and sidewalk

lighting detail, lighting base detail and cable trenching detail and an electrical component schedule.

- f. **Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).
        - g. **Underground Utilities (M Sheets).** Plans include storm sewer, sanitary sewer, and water main design. These drawings will show identified locations of franchise utilities and critical crossings. Sheets may be combined depending on clarity of the plans.
          - i. **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'.
          - ii. **Sanitary Sewer Design (M2 Sheets).** Plans show sanitary plan and profile sheets that will show the existing topography, proposed improvements, sanitary sewer profile, and manhole locations. Plans include sanitary sewer structure tables. The scale of these plan sheets will be 1"=20'.
          - iii. **Water Main Design (M3. Sheets).** Des Moines Water Works will be providing the design of the water main and providing plans to the CONSULTANT to incorporate into the plan set.
        - h. **Curb Ramp Design (S Sheets).** Curb ramp layout will be in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.
2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS and City of Newton standards. Project Manual will be provided at the 90% design phase.
3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provide at the 60% and 90% Design phases.
4. **CLIENT Review:** Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. 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.

5. CONSUTLANT will provide the following bidding assistance:
- a. Assist CLIENT in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication
  - b. Assist CLIENT in posting advertisement for bids on CLIENT's website.
  - c. Upon request by prospective bidders, subcontractors or suppliers, CLIENT 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. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
  - e. Assist CLIENT with the public opening and reading of the bids.
  - f. Review bids and prepare bid tabulation and abstract of all bid items.
  - g. Conduct pre-award review of the low bidder and significant subcontractors and perform other research to investigation capabilities and qualifications of the low bidder.
  - h. 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. Real estate acquisition services
3. Streetscape design
4. Water main design
5. Construction Administration

## **III. PROPOSED SCHEDULE**

The tentative project is:

- Topographic Survey: November 2024
- 60% Design Review: January 2025
- 90% Design Review: February 2025
- Bidding Phase: March 2025
- Construction Award: April 2022
- Construction Start: April/May 2025
- Construction Completion/Project Closeout: June 2025

## **IV. ESTIMATED FEES:**

The fees for the completion of the above scope are:

|                                            |                           |
|--------------------------------------------|---------------------------|
| Subtask C - Data Collection:               | \$14,100.00               |
| Subtask D – Construction Drawings:         | \$31,830.00               |
| Subtask E – Bidding Phase:                 | \$5,130.00                |
| Subconsultant – KCL Electrical Engineering | \$10,000.00               |
| <b>Total</b>                               | <b><u>\$61,060.00</u></b> |

## City of Newton Council Report

**Item:**

Resolution accepting completion of the W 8th St N Bridge Approach Replacement Project

**Summary:**

Accept completion of the contract for the W 8th St N Bridge Approach Replacement Project.

**Financial Impact:**

Council previously approved a contract for \$161,329.00 on June 17, 2024, and this action would accept the project and authorize payment of the retainage amount of \$8,641.35.

**Report Number:** 2024-984

**Date:**

October 21, 2024

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

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

The project included reconstructing the north and south bridge approaches, the adjacent sidewalk, and the installation of subdrains.

City Council passed a resolution on June 17, 2024, awarding a contract to OEL Construction Services Inc. of Steamboat Rock, IA, for \$161,329.00. The project engineer has signed the Statement of Completion Form 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 and the issuance of two change orders, the final contract amount is \$172,827.00.

**Recommendation:**

City staff recommends accepting the completion of the W 8th St N Bridge Approach Replacement Project and authorizing the retainage amount of \$8,641.35 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 2024- \_\_\_\_\_**

**RESOLUTION ACCEPTING COMPLETION OF THE  
W 8TH ST N BRIDGE APPROACH REPLACEMENT PROJECT**

**WHEREAS**, on June 17, 2024, City council approved a resolution awarding a contract to OEL Construction Services Inc. of Steamboat Rock, IA, for \$161,329.00; and

**WHEREAS**, OEL Construction Services Inc. has completed the work, and the Project Engineer has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract; and

**WHEREAS**, the final contract amount, based on actual measured quantities of work completed and the issuance of two change orders is \$172,827.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newton, Iowa, that the City of Newton hereby accepts the completion of the project and authorizes the Public Works Director to execute payment of the retainer in the amount of \$8,641.35 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using RUT bond funds.

**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 Adopting the Addition of #16 Fraud Prevention & Detection Policy & #17 Identifiable Information Protection Policy to the City of Newton Financial Policies

**Summary:**

Resolution Adopting Comprehensive Financial Policies

**Financial Impact:**

No Financial Impact

**Report Number:** 2024-1008

**Date:**

October 21, 2024

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

City Council approved the 15 current financial policies on September 8, 2020. Since the large rain event in May of 2024 is eligible for FEMA assistance on damages not covered by the City's property insurance, 2 additional policies are needed to meet FEMA approval. City staff has incorporated section #16 Fraud Prevention and Detection Policy and #17 Identifiable Information Protection Policy into the existing policies. All updates are in red in the attached policy and no other changes are recommended at this time.

**Recommendation:**

Staff recommends approval of the addition of #16 Fraud Prevention & Detection Policy & #17 Identifiable Information Protection Policy to the financial policies for the City of Newton.

Matt Muckler, City Administrator



**RESOLUTION NO. 2024 – \_\_\_\_\_**

**RESOLUTION ADOPTING THE ADDITION OF #16 FRAUD  
PREVENTION & DETECTION POLICY & #17 IDENTIFIABLE  
INFORMATION PROTECTION POLICY TO THE CITY OF NEWTON  
FINANICAL POLICIES**

**WHEREAS**, the City Administrator and the Finance Division of the City of Newton have developed proposed changes and additions to the financial policies for the City of Newton; and

**WHEREAS**, on September 8, 2020 the City Council approved Financial Policies 1-15; and

**WHEREAS**, FEMA has requested the City add policies #16 Fraud Prevention & Detection Policy and #17 Identifiable Information Protection Policy as included in attachment #1 in red;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa, approval of the proposed financial policies in attachment #1.

**PASSED** this 21st day of October, 2024

**APPROVED** this \_\_\_\_\_ day of October, 2024

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## **City of Newton Financial Policies**

- Section 1 - General Policy (page 2)
- Section 2 - Revenue Policies (pages 2-4)
- Section 3 - Reserves and Contingencies (pages 4-6)
- Section 4 - Operating Expenditure Policies (page 6)
- Section 5 - Capital Improvements Planning (pages 6-7)
- Section 6 - Debt Management Policies (pages 7-8)
- Section 7 - Financial Reporting and Accounting (pages 8-9)
- Section 8 - Local Purchase Policy (page 9)
- Section 9 - Annual Audit Policy (pages 9-10)
- Section 10 - Investment Policy (pages 10-14)
- Section 11 - Credit Card Policy (pages 14-16)
- Section 12 - Petty Cash Policy (page 17)
- Section 13 - Public Purpose Policy (pages 17-18)
- Section 14 - Segregation of Duties (page 18)
- Section 15 - Federal Awards (page 19-23)
- Section 16 - Fraud Prevention and Detection Policy (page 23-25)
- Section 17 - Identifiable Information Protection Policy (page 25-27)

## **Section 1- General Policy**

It is the expectation and the general understanding of the City Council and the citizens of Newton that the City conducts its financial affairs in a thoughtful and prudent manner. The following policies provide the framework within which the City conducts its financial affairs. Most of these policies represent long-standing principles, traditions, and practices which have guided the City in the past and have helped maintain financial stability. There may be times in which the City Council deviates from policy based on sound decisions and public interest. These deviations will be noted in the City Council minutes.

## **Section 2 - Revenue Policies**

The City of Newton revenue policies are intended to provide guidelines for determining the revenues and revenue sources necessary to provide basic municipal services to the community. It is the City's goal to create and maintain a diversified, yet stable, revenue system to protect it from possible short-term fluctuations in any of its various revenue sources. An integral factor in the City's ability to maintain a strong revenue supply is the diversity of its tax base and the health of the area economy. Therefore, the City resolutely encourages economic development through the implementation of financial policies that create a favorable tax climate, while meeting service demands of businesses and residents.

### **General Revenue Policies**

1. A diversified, yet stable, revenue system will be utilized by the City to protect it from possible short-term fluctuations in any of its revenue sources.
2. In situations in which the City has determined that a fee may be a more appropriate method of funding a government program or service than property taxes, the City may explore the possibility of using fees instead of property taxes as the appropriate revenue source to fund the program or service. As much as practical, fees should be established at a level that supports the entire cost of providing the program or service.
3. Through community and economic development, a broader tax base will be pursued to increase tax revenue and help reduce annual fluctuation in the property tax rate.
4. Revenue projections should be developed on an annual basis. Existing and potential revenue sources should be reviewed annually.

### **Property Taxes**

1. The City's total property tax levy rate and tax revenues shall be reviewed annually and evaluated, taking into consideration current and forecasted economic conditions, proposed service level changes, State and Federal mandates, changes in the property tax rollback, amendments to the property tax law, and any other factors that affect the City's ability to provide basic City services or maintain sufficient cash reserves.
2. Stability and consistency in the property tax levy rate from one year to the next is desired. Adjustments to the levy are appropriate and may be made when tax revenues are projected to fall short, but increases to the property tax levy should only be made if the City Council determines that they are absolutely necessary to maintain desired service levels. If revenues are expected to exceed the funding for basic services, the City Council will review available options, which may include, but are not limited to, infrastructure improvements, equipment or economic development projects.

## Urban Renewal - Tax Increment Financing Policy

Purpose: The City creates urban renewal districts to:

1. Enhance areas in the City for the purpose of stimulating private investment in commercial, industrial, residential development/redevelopment and investment in public facilities through public action and commitments.
2. Increase commercial, industrial development, residential redevelopment and investment in public facilities in the City which will improve the economic and social environment of the community and sustain a desired balance between the non-residential and residential tax revenues.
3. Provide adequate public infrastructure of sanitary sewer, storm water management, potable water, streets, and pedestrian walkways to ensure the public health, safety and welfare.
4. Provide assistance and economic incentives for commercial, industrial development and residential redevelopment which may not otherwise occur without such assistance and incentives.

### Guidelines

The City shall adhere to Chapter 403 of the Code of Iowa, in the creation of urban renewal plans and subsequent implementation of those plans. The powers granted in this chapter constitute the performance of essential public purposes for the State of Iowa and the City of Newton, Iowa. The powers conferred by this chapter are for public uses and purposes for which public money may be expended and for which the power of eminent domain and police power may be exercised; and that the necessity in the public interest for these provisions is declared as a matter of legislative determination.

The assessed value of property within each urban renewal district, which is subject to a division of revenue from taxation - tax increment financing (TIF), is determined by the Jasper County Assessor each year.

The City uses TIF to leverage economic activity, offset taxpayer burden, build public improvements and finance public investment in infrastructure deemed necessary for community growth.

The Finance Officer will file by December 1<sup>st</sup> of each year the Annual Urban Renewal Report and the TIF Debt Certification after both of those documents are reviewed and approved by the City Council. While annual TIF reporting is among the most complex documents that are produced by the City staff in a given year, the expectation for elected officials is to familiarize themselves with these documents and to direct the use of TIF in Newton. The City Administrator and Finance Officer will provide ongoing education to the City Council on the use of TIF as part of the City's annual budgeting process.

Two essential partners with the City regarding the use of TIF are the City's financial advisor and bond counsel. Both of these positions are contracted. The City Administrator has the responsibility to advise the City Council on which firms he or she wishes to contract for these duties. It is ultimately the City Council's purview as to the selection of the firms to provide these services to the City of Newton.

### Restrictions

1. Distribution of Incremental Property Taxes The City of Newton attempts to release to all taxing jurisdictions any additional valuation in the TIF districts when the funds generated by the valuation exceed the amount needed to retire the annual TIF debt in that district or anticipated for

future debt.

2. Sunsets The City establishes sunset dates for all TIF districts as provided in the Code of Iowa. Until 1994, no limits were placed on the length of time an urban renewal area could be in existence. That is still the case for urban renewal areas created based on a finding that an area is a slum or blighted area. In 1994, the law was amended for future urban renewal areas to provide that economic development urban renewal areas are limited in duration to 20 years from the year that revenue is first divided.
3. Powers of Municipality The City shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Chapter 403.6 and the additional powers granted in Chapter 403.12 of the Code of Iowa.
4. Fluctuation/Reserves Tax increment reserves will be established to help offset major fluctuations in debt reservation requirements. Funds held in reserves will be specifically identified and held for a future debt or contractual obligation.

### **Municipal Enterprises**

User charges and fees should be set at a level related to the cost of providing services. Determination of such costs should include the costs of providing the actual service as well as all other related expenses, such as maintenance and replacement of equipment, personnel costs, and all other operating and administrative costs.

User fees and charges should be reviewed annually. When necessary, user fees and charges should be re-calculated and revised to reflect the actual cost of activities.

### **Section 3 - Reserves and Contingencies**

The maintenance of adequate cash reserves provides the City with flexibility and security and is an important factor considered by rating agencies and the underwriting community when reviewing City debt issuance. Along with maintaining the City's credit worthiness, such cash reserves provide the means to handle economic uncertainties, local disasters and other unanticipated financial hardships, as well as, meeting debt cash flow requirements. In addition to the designations noted below, fund balance levels will be sufficient to meet funding requirements for projects approved in prior years that are carried forward into the new year, debt service reserve requirements, reserves for encumbrances and other reserves or designations required by contractual obligations or generally accepted accounting principles. Deviation from the following general policies by the City Council may occur based on sound decisions and public interest. When such deviations are made, it shall be specifically noted and included within City Council minutes.

#### **General Policies**

1. General Fund cash reserves (fund balance) should be maintained at a level sufficient to provide funding for general governmental operations. It is the City's goal to have an unrestricted minimum balance at fiscal year-end of not less than 25 percent of general fund expenditures. While the balances may be higher, if deemed prudent, due to the uncertainty of future revenues or anticipated expenditures, the City Administrator and Finance Officer will not provide the City Council with annual budget proposals that exceed 30 percent of general fund expenditures.
2. Road Use Tax- It is the City's goal to have a positive minimum balance at fiscal year-end of the Road Use Tax fund. Fund balances will vary depending on the timing of various projects.

3. Storm Water Utility- In the case that the City creates a storm water utility, it is the City's goal to have a positive minimum balance at fiscal year-end for this fund. Fund balances will vary depending on the timing of various projects.
4. Cash reserves should not be used to finance routine operating expenses, which exceed budget levels. Routine operating expenses shall be defined as reasonably anticipated reoccurring annual expenditures.
5. Cash reserves may be used to finance capital improvement projects only when cash reserves have been specifically identified in the budget to finance such project, and do not bring the fund balance below the required level.
6. Excess cash reserves may be used to balance revenues and expenditures as long as the minimum cash reserve requirements of this policy are met, provided that said cash reserves may only be used to offset non-reoccurring expenditures.
7. Revenues will equal or exceed expenditures for each budget year unless there are funds available in excess of the cash reserves requirements of this policy or in order to facilitate a capital project or equipment expenditure that has been approved by the City Council but will take place in a different fiscal year than the revenue for that expenditure was received by the City.
8. The City's annual budget is considered balanced if the cash reserve requirements, the working capital requirements and the revenue and expenditure requirements of this policy have been met.

#### Equipment Replacement Reserve Fund

The City may establish and maintain an equipment replacement reserve fund to provide for the scheduled purchase of vehicles and equipment, and will consider annually appropriating funds to it to provide for the timely upgrading and replacement of vehicles and equipment. The amount added to this fund by annual appropriation should be the amount required to maintain the fund at the approved level after credit for the sale of surplus equipment and interest earned by the fund. It is the City's intent that the reserve fund replaces the City's need to borrow funds for vehicle and equipment acquisitions. A minimum fund balance of 5% of the current year expenditures will be maintained to ensure proper funding, and to accommodate price volatility.

#### Capital Project Funds

The City Council may designate specific fund balance levels for future development of capital projects that individually do not exceed \$500,000 in total project costs and that do not require bond financing. In order to help maintain the fund at approved levels, the City Council may annually transfer to the fund any balance from operating funds in excess of the cash reserve requirements within this policy.

#### GASB 54

GASB 54 establishes the following five fund balance classifications: Non-spendable, Restricted, Committed, Assigned, and Unassigned. Fund Balance classifications assigned, unassigned, and committed are considered "unrestricted" fund balances. The order of spending will be as follows: restricted, committed, assigned and unassigned. Restricted funds shall be spent according to the purpose for which they were received. Unassigned funds shall always be spent after Committed and Assigned funds have been exhausted. The City Administrator and/or the Finance Officer are authorized to assign fund balances according to specific factors involved. The City Council will have authority to commit fund balance.

#### **Section 4 – Operating Expenditure Policies**

Operating expenditures must meet the City’s requirements to provide services within the framework of available revenues. Fiscal control and long range financial planning is necessary to guarantee that the City’s current and future finances will remain sound. The following operating expenditure policies guide the evaluation and control of the City’s appropriations and expenditures:

1. Expenditure projections will be developed on an annual basis, and will be reviewed monthly. Projections should include estimates of anticipated operating costs for programmed capital improvement projects, and for equipment and capital facilities replacement and maintenance schedules.
2. Current expenditures should be paid, in accordance of Council directives, with current revenues or excess cash reserves.
3. Current expenditures should not be balanced by postponing needed expenditures, accruing future revenues, issuing short term debt, or paying for routine operating costs out of minimum cash reserves.
4. The operating budget should provide for adequate maintenance of fixed assets and equipment and provide for their orderly replacement.
5. The City will encourage the provision of services through the private sector and other public agencies whenever and wherever greater efficiency and effectiveness can be achieved.
6. The City shall consider annually funding request from local service organizations. These funding requests are due, in writing, annually to the City Council, by December 1, for consideration in upcoming budget. Requests should include amounts requested, as well as planned usage of the funds. These community betterment funds shall only be made with operating funds in excess of cash reserve targets.
7. The City will maintain risk management and safety programs to reduce costs and minimize losses.

#### **Section 5 – Capital Improvements Planning**

Policies for the capital improvements program are intended to encourage planning for future growth and infrastructure repair within the framework of the City’s financial policies.

1. The City should develop and annually update a five-year capital improvement program (CIP). This program should identify future capital project expenditures made necessary by anticipated changes in population, infrastructure replacement and extension, economic base and/or land use.
2. The operating and maintenance cost of a proposed capital improvement shall be calculated to determine a “true cost” of each improvement and assist in programming of future overall revenue requirements of the City.
3. The capital improvements plan will include the costs, timing and sources of funding and the estimated impact of future revenue requirements for each project. These calculations shall reflect adjustments for inflation.

4. The capital improvements plan should maintain the City's assets at a level adequate to protect the City's capital investments, minimize future maintenance and replacement costs, and provide for an adequate level of service.
5. The City's annual capital improvements budget should be based on the five-year CIP. The budget will include final calculations of revenue sources and related impacts on future availability of revenue for additional projects.
6. The annual expenditures identified in the CIP should be fully funded from financial resources that are anticipated to be current and available.
7. Grants and similar forms of intergovernmental assistance should be used to finance only those projects identified in the CIP or other planning documents as the community needs.
8. A fiscal impact analysis should be performed on all projects for which the City's financial participation is requested by the private sector. This analysis should identify anticipated direct and indirect public costs and revenues associated with the proposed project.

## **Section 6 - Debt Management Policies**

The issuance of debt is a necessity for the financing of many major capital improvements. Determining the method and timing for financing is subject to numerous considerations. The City's debt policies are intended to encourage conservative debt management while maintaining the flexibility to use the various financing mechanisms that are available to the City.

The City's overall tax levy must be reflective of the impact of debt issuance. Alternative revenue sources will be used when practicable to maintain an overall tax rate consistent with the general philosophy of municipal service determined by the City Council.

The cost of financing through the issuance of debt is also affected by the strength of the City's financial position. Bond ratings and investor's interest are influenced by the City's debt management policies, as well as, by the overall financial policies of the City. It is the City's goal to maintain debt management policies that keep outstanding debt within manageable levels and which maintains the City's flexibility to issue debt in the case of unusual circumstances of those beyond the City's control.

### **General Policies**

1. Long-term borrowing shall be limited to capital improvements projects and equipment that cannot be financed from current revenues and have estimated life span of greater than the term of borrowing. Principal and interest will be scheduled to be within the revenues available for debt service. Long-term debt shall not be used for current operations.
2. Any capital improvement projects or capital equipment financed through bonds should be financed for a period not to exceed the expected useful life of the asset being financed.
3. Total outstanding debt, including overlapping debt, will be considered when planning additional debt issuance.
4. Consideration should be made for the City's share of utility projects, including the cost of over-sizing of sewer and storm water mains, being financed with current utility funds and other revenues when funds are appropriate and available.



5. The use of general obligation bonds for projects does not dismiss the potential of pro rata payment for debt service by specifically benefited funds such as sewer, storm water, or road use tax.
6. The City will consider refunding outstanding debt in order to achieve interest cost savings, restructure principal and/or eliminate burdensome covenants with bondholders. Refunding's undertaken to achieve interest cost savings in advance of their call date should strive to achieve a new present value savings benefit equal to a minimum of 3% of the present value of the refunded par amount.
7. Financing requirements will be reviewed annually. The timing for financing will be based upon the City's need for funds, market conditions and debt management policies.
8. The City will follow a policy of full disclosure on every financial report and bond prospectus with bond rating agencies about its financial condition.
9. The City will follow applicable laws, regulations and bond covenants relative to arbitrage and rebate compliance requirements.

#### **Debt Limitations**

1. The average maturity of general obligation debt should not exceed the useful life of the asset being financed and/or state law limitations.
2. Bond issues should be structured so that the debt service schedule is within the revenues available for debt service.
3. As a general rule, total general obligation indebtedness should not exceed 80% of the City's statutory debt limit. The City Administrator and Finance Officer are responsible for notifying the City Council when they are considering the issuance of debt which would place the City in a position of exceeding 80% of the City's statutory debt. The City Council may deviate from policy based on sound decisions and public interest, but should only do so after thoughtful consideration. The city clerk will note deviations from this policy in the City Council minutes.
4. Self-imposed debt limitations may not take into account debt issued as a consequence of voter approved bond referendums.

#### **Section 7 - Financial Reporting and Accounting**

##### **General Policies**

1. The City will maintain a high standard of accounting practices. To that end, the City will continue to use the latest edition of *Governmental Accounting, Auditing, and Financial Reporting (GAAFR)* as its source of generally accepted accounting principles (GAAP).
2. The City's relationship with its independent public accounting firm will be reviewed at a minimum every five years.
3. The City will maintain its budget and accounting system on a cash basis which will be the basis for all interim, internal, and state reporting.

4. The City will adhere to a policy of full and open public disclosure of all financial activity and information.

#### Reports

The City will maintain a budgetary control system and will produce interim financial reports that measure actual revenues and expenditures compared to budgeted revenues and expenditures.

1. Monthly and annual reports should present a summary of financial information by major fund and activity type.
2. Monthly reports should be provided presenting actual cash position and investment performance.
3. Each year, the City shall retain either an independent public accounting firm or the State Auditor to perform the annual audit and will make the audit available to all interested parties.
4. The City will comply with all federal and state audit and review regulations, including OMB A-133 single audit and Single Point of Contact (SPOC) review requirements.

#### **Section 8 – Local Purchase Policy**

Pursuant to Iowa Code Section 23A.3 the Newton City Council adopts the following policy:

Whenever any department or division of the City of Newton purchases good or services from private enterprise, consideration shall be given to purchasing these goods or services from a locally owned business located within the City of Newton which offers these goods or services if the cost and other considerations are relatively equal. For the purposes of this policy, relatively equal will be defined as within 5% with a maximum dollar amount of \$1,500. This does not apply to the bidding process for projects.

#### **Section 9 – Annual Audit Policy**

The purpose of this policy is to provide for a comprehensive annual financial report (CAFR) and an annual audit of financial reports contained in the CAFR. Therefore, it shall be the policy of the City of Newton that:

- a) The City Council shall solicit proposals from qualified firms at least every 3 years to provide auditing services. The City Council shall procure a firm to perform an annual audit of financial reports contained in the CAFR. Qualified firms are an independent firm of licensed certified public accountants or the Auditor's Office for the State of Iowa.
- b) Audits shall be performed in accordance with generally accepted auditing standards, Chapter 11 of the Code of Iowa, and the standards applicable to financial audits contained in standards issued by the Comptroller General of the United States. The City Council shall annually review and approve the report of the independent auditor at a meeting open to the public.
- c) Audits shall be performed in accordance with OMB Circular A-133, also known as a single audit, if expenditures under Federal awards exceed \$750,000 for the fiscal year. Single audit reports shall be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the end of the fiscal year.
- d) The Finance Officer shall publish within nine months of the close of each fiscal year a complete set of audited financial statements. The comprehensive annual financial report and reports for all component units, shall be submitted to the Auditor's Office for the State of

Iowa by March 31 of each year (per Iowa Code).

## **Section 10 – Investment Policy**

### **Subsection 1 -- Scope of Investment Policy**

The Investment Policy of the City of Newton shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Newton. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy. The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution. This Investment Policy is intended to comply with Iowa Code Chapter 12B and 12C. Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

- a) The governing body or officer of the City of Newton to which the Investment Policy applies.
- b) All depository institutions or fiduciaries for public funds of the City of Newton.
- c) The auditor engaged to audit any fund of the City of Newton.
- d) In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of Newton.

### **Subsection 2 – Delegation of Authority**

In accordance with Section 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer and Finance Officer of Newton. Only the Treasurer and Finance Officer and those authorized by ordinance or resolution may invest public funds and a copy of any empowering ordinance or resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Newton shall require the outside person to notify in writing the Finance Officer within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Newton by the outside person.

The records of investment transactions made by or on behalf of the City of Newton are public records and are the property of the City of Newton whether in the custody of the Finance Officer or in the custody of a fiduciary or other third party.

The Treasurer and Finance Officer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Newton responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

1. Investing public funds.

2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure. The Treasurer of Newton and all employees authorized to place investments shall be bonded in the amount of \$25,000.

### **Subsection 3 – Objective of Investment Policy**

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Newton shall be the following:

- a) Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
- b) Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
- c) Return: Obtaining a reasonable return is the third investment objective.

### **Subsection 4 – Prudence**

The Treasurer of Newton, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Newton and the investment objectives stated in Section 3.

### **Subsection 5 – Instruments Eligible for Investment**

Assets of the City of Newton may be invested in the following:

- a) Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of Newton. Deposits in any financial institution shall not exceed the maximum approved by the governing body of the City of Newton.
- b) Obligations of the United States government, its agencies and instrumentality's.
- c) Certificates of deposit and other evidences of deposit at federally insured depository institutions approved and secured pursuant to Chapter 12C.
- d) Iowa Public Agency Investment Trust (IPAIT).

- e) Prime bankers' acceptance that mature within 180 days of purchase and that are eligible for purchase by a federal reserve bank.
- f) Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the highest classification, as established by at least one of the standard ratings services approved by the superintendent of banking. If rated by two services, the highest classification in both.
- g) Repurchase agreements collateralized at no less than 102% and provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentality's and the Finance Director takes delivery of the collateral either directly or through an authorized custodian. Broker/dealer must be of highest rating or bank must be on Approved Bank List discussed earlier in this Policy Section.
- h) An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in Section 5 of this Investment Policy.
- i) Mortgage Backed Securities that are unleveraged, straight fixed or floating rate and are issued directly by a U.S. Government Agency or securitized by Government Agency sponsored mortgages.
- j) All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

#### **Subsection 6 – Prohibited Investments and Investment Practices**

##### **DERIVATIVES AND STRUCTURED SECURITIES DEFINED**

Financial derivatives are broadly defined as financial instruments which derive their value from the performance of a wide assortment of financial contracts, including structured debt obligations and deposits, swaps, exchange traded futures, exchange traded over the counter options, caps, floors, collars, mortgage backed securities, foreign exchange forwards, tender option bonds, and various combinations thereof.

Assets of the City of Newton shall not be invested in the following:

1. Any derivative or structured security which does not have a readily available pricing service or broker/dealer quote source.
2. Any derivative or structured security whose duration cannot be modeled effectively.
3. Any derivative or structured security with exposure to the following: borrowing/external leverage, foreign currency, equity, commodity licenses or other non-fixed income instruments.
4. Any other derivative or structured security not specifically named as eligible in Section 5.
5. Reverse repurchase agreements.
6. Futures and options contracts.

Assets of the City of Newton shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.

2. Pursuant to a contract providing for the compensation of an agent of fiduciary based upon the performance of the investment assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Newton fails to produce requested records when requested by this public body within a reasonable time, the City Treasurer shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

#### **Subsection 7 – Investment Maturity Limitations**

- a) Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.
- b) All investments authorized in Section 5 are further subject to the following investment maturity limitations:
  1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
  2. The Treasurer may invest funds of the City of Newton that are not identified as Operating funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Newton shall have maturities that are consistent, with the needs and uses of the City of Newton.
  3. The diversity of fixed income securities shall match cash flow needs with an absolute effective duration range of 2-5 years.

#### **Subsection 8 – Diversification**

Investments of the City of Newton are subject to the following diversification requirements:

##### Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Newton shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Newton shall be invested in the securities of a single issuer.

##### Commercial paper or short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Newton shall be in commercial paper or other short-term corporate debt, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Newton shall be invested in the securities of a single issuer.

Where possible, it is the policy of the City of Newton to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a

specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices shall ensure that the next scheduled disbursement is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

#### **Subsection 9 – Safekeeping and Custody**

All invested assets of the City of Newton involving the use of a public funds' custodial agreement, as defined in Section 12B.10, shall comply with all rules adopted pursuant to Section 12B.10. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

#### **Subsection 10 – Ethics and Conflict of Interest**

The Treasurer and all officers and employees of the City of Newton involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

#### **Subsection 11 – Reporting**

The Treasurer shall submit annually an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations. A quarterly review of the portfolio shall be received with the emphasis on performance, stress test, etc. The City Council may approve exceptions to this policy on a short-term basis so long as complete compliance remains the ultimate goal.

#### **Subsection 12 – Investment Policy View and Amendment**

This Investment Policy shall be reviewed annually or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

### **Section 11 – Credit Card Policy**

#### **Subsection 1 - Purpose:**

- a) A City issued credit card is intended to provide employees with an effective and efficient method of purchasing, reserving, guaranteeing and paying for specific services and/or purchases
- b) The program is intended to eliminate numerous credit application forms and related records required to set up and maintain charge accounts with infrequently used vendors who provide

small repair and maintenance parts and services.

- c) The use of City issued credit cards shall be in compliance with other City policies and procedures. It is the responsibility of each cardholder to comply with these policies

## **Subsection 2 - Roles and Responsibilities:**

- a) The conduct of all City employees shall meet the highest ethical standards, and that standard is a part of the City's credit card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.
- b) Program Administrator: The Finance Officer will act as the Program Administrator for the City of Newton. Responsibilities shall include:
  - 1. Handling issues with the card provider and cardholders regarding compliance with program policies.
  - 2. Providing policy and procedure revisions to each department director or manager.
  - 3. Recommending appropriate action in the event of unauthorized use of a card.
  - 4. Coordinating the card application process and keeping a record of all cardholders and limits.
  - 5. Handling issues with the card provider and cardholders regarding changes in cardholder status.
- c) Payment Administrator: The Financial Analyst will act as Payment Administrator. Responsibilities shall include:
  - 1. Handling questions concerning payment procedures.
  - 2. Processing payments in accordance with the program policies.
  - 3. Reporting all variances from policies and procedures to the Finance Officer.
- d) Cardholder: Responsibilities shall include:
  - 1. Knowing and complying with City issued credit card policies and procedures, and ensuring all purchases are made in accordance with the City's purchasing policy.
  - 2. Ensuring that funds have been budgeted and available to pay for the items and/or services being purchased.
  - 3. Notifying the vendor, when applicable, that the purchase is tax exempt and to ensure that taxes are not added to the prices of items and/or services purchased.
  - 4. Timely provide receipts to the Payment Administrator (Financial Analyst) with departmental approval and the appropriate account number. Failure to provide receipts could result in suspension or termination of the credit card.



5. Resolving all disputes on individual accounts in accordance with the program guidelines.
6. Promptly report any variance from the program to the Program Administrator (Finance Officer).

### **Subsection 3 – Security**

- a) All credit cards are the property of the City of Newton.
- b) It is the responsibility of the cardholders to keep the card and related account information in a safe and secure location.
- c) Cardholders shall immediately report lost or stolen cards to the Program Administrator. If a card is lost or stolen during non-business hours, the cardholder shall immediately report the loss or theft to the card provider and report the loss or theft to the Program Administrator immediately on the first business day thereafter.
- d) Cardholders shall return cards to the Program Administrator when employment with the City of Newton is terminated.

### **Subsection 4 – Dollar Limits**

- a) The Program Administrator, in conjunction with the City Administrator will establish limits for each cardholder.
- b) If a purchase is larger than the regular limit for a cardholder, the cardholder may request from the Program Administrator a temporary increase in the limit. This requires approval from the City Administrator.

### **Subsection 5 – Prohibited Purchases**

- a) City issued credit cards shall not be used for the following types of transactions:
  1. Cash advances. This includes gift cards to be used to pay for City Services.
  2. Purchase of alcoholic beverages.
  3. Travel related expenses for spouses or any other non-covered person.
  4. Personal use items not reimbursable to the City.
  5. Rental or lease of motor vehicles unless pre-approved as a travel expense.
  6. Purchases from Vendors with which the City has an account.
- b) The City credit card shall not be used for personal identification or as a personal credit reference.
- c) Personal expenses processed on a City purchasing card are considered to be in violation of the program policies and are subject to disciplinary action.

Misuse of the City's credit card, failure to secure, or failure to report stolen or missing credit card immediately upon discovering could result in disciplinary action toward the employee. Employees would not be held responsible for any fraudulent charges to the credit card after it has been reported missing or stolen.

### **Section 12 – Petty Cash Policy**

- a) The Finance Officer shall authorize the establishment of departmental petty cash funds not to exceed \$50.00 for the payment of small claims for minor purchases, collect-on-delivery fees and small fees customarily paid at the time of rendering a service.
- b) At such a time when the petty cash fund is approaching depletion, each department shall submit a claim for reimbursement that includes detailed receipts and general ledger accounts to be charged. These claims will be submitted to City Council and reimbursement will be made to the department petty cash fund after approval.
- c) Petty cash may NOT be used for salaries, reimbursement for supplies or services from a business that has an account with the City, or any purchase over \$20.00.
- d) Petty cash funds are authorized for Police, Fire, Public Works, and the Community Services Departments.

### **Section 13 – Public Purpose Policy**

#### **Subsection 1 – Purpose**

The purpose of the policy is to establish a public purpose policy for certain expenditures. The City Council of the City of Newton believes that the expenditures cited below serve a general public purpose in recruitment of key employees and improved employee training and public service.

#### **Subsection 2 – Allowable Expenditures**

The expenditures listed below serve a general public purpose in the recruitment of quality department heads and maintaining the service delivery of employees to the citizens of Newton.

- a) Employee Recruitment: The expenditure of funds for food and drink for the recruitment of department head employees as deemed necessary by the City Administrator or Finance Officer.
- b) Employee Training: The expenditure of funds for refreshments for the training of employees. This expenditure will be approved by the department head of the department holding the training and will be paid by funds of the same department as allocated for training. It will be the determination of the City Administrator or Finance Officer if such expenditure is considered excessive and will take such corrective action as deemed necessary.
- c) Work Sessions and City Tours: The expenditure of funds for meals that prevent work from stopping are allowable at the discretion of the Mayor, City Administrator or Finance Officer.

- d) Sustenance Supplies: The expenditure of funds for sustenance supplies, including bottled water, coffee, coffee creamer, coffee filters, sweetener, paper products including plates, cups, and utensils, paper towels or napkins, and any products deemed necessary by the City Administrator or Finance Officer falling under the term “sustenance”. The expenditure will be made by the department for which the supplies will be utilized.
- e) Promotional Items: The expenditure of promotional material for city departments and activities, for such items as stress relievers, pencil, pens, and coasters.
- f) Employee Recognition Events: The expenditure of funds for employee recognition events (i.e. annual awards brunch/lunch).

### **Subsection 3 – Prohibited Expenditures**

The expenditures listed below do not serve a general public purpose and are expressly prohibited.

- a) Alcoholic Beverages.
- b) Any other spending related to meals not included in Subsection 2.
- c) Any gratuities above 15%.
- d) Funeral or Get-Well Flowers/Memorials

### **Section 14 – Segregation of Duties**

Segregation of duties is a primary concept in a system of internal control. The basic idea underlying segregation of duties is that no employee or group should be in a position both to perpetrate and to conceal errors or fraud in the normal course of their duties. One person should not be able to initiate, record, authorize, execute, and review a transaction. Reconciliations should be performed by a person independent of the basic process. In order to ensure the City of Newton implements the best internal control measures, each Department or Division within the City should adopt these best practices:

- Responsible administrators must consider the principal of segregation of duties when designing and defining job duties.
- Design a system of checks and balances to decrease the likelihood of errors and irregularities. The level of risk associated with a transaction should be considered when determining the best method for segregating duties.
- Document and clearly communicate who will initiate, submit, process, authorize, review and/or reconcile each activity within a unit.
- Assess the potential for mistakes or fraudulent transactions. If the segregation of duties is not sufficient to eliminate or adequately reduce the risk of discovering errors, management’s review should be increased.

Maintaining segregation of duties is especially challenging for entities with small numbers of employees. When these functions cannot be separated, more reliance must be placed on administrative oversight.

## **Section 15 – Federal Awards**

In compliance with Uniform Grant Guidance in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, it is the policy of The City of Newton to adhere to these requirements. For procurement, all non-Federal entities must follow 2 CFR Part 200 Subpart D Subsections §200.318 General procurement standards through §200.326, and Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. These standards are accessible online at:  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

### **2 CFR §200.318 General procurement standards**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards. Where State and/or local requirements conflict with Federal requirements, the most stringent requirement, will be followed.

This policy establishes procedures for procurement of goods and services, lists and explains relevant Federal laws and policies regarding procurement for Federal grant administration.

Failure to follow policies regarding Federal requirements may result in a wide range of sanctions including disallowed costs, denied reimbursement requests, recoupment of funds, and debarment/exclusion from Federal funding. Violation of this policy may result in disciplinary action, including termination of the federal grant.

### **2 CFR 180 Debarment and suspension**

OMB Guidelines to Agencies on Government wide Debarment and Suspension govern debarment and suspension. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for participation in Federal assistance programs or activities. It is a requirement to check for suspended or debarred parties before awarding work for all covered transactions. Debarred or suspended parties may be found by searching the System for Award Management (SAM) for exclusion records, active or excluded at [www.sam.gov](http://www.sam.gov) documentation of the results of searches must be retained with procurement and grant records.

## **STANDARDS OF CONDUCT AND CONFLICT OF INTEREST**

### **§200.318 General procurement standards**

#### **2 CFR Part 200, Subpart D Subsection §200.318 (c)(1)**

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

#### §200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

#### §200.320 Methods of procurement to be followed

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can

be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever

they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5)

#### §200.322 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### §200.323 Contract cost and price

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

(a) A cost/price analysis must be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

#### §200.324 Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the

standards of this part.

#### §200.325 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### §200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### Cost Principles

Cost principles must govern how NON-FEDERAL ENTITIES spend Federal grant funding. Federal cost principles are found in 2 CFR Part 200 Subpart E, accessible online at 2 CFR PART 200 SUBPART E.

### **Section 16 – Fraud Prevention and Detection**

#### **1. Purpose**

The purpose of this policy is to establish and enforce a framework within the City Government to prevent, detect, and respond to fraud. This policy is intended to safeguard public resources, maintain the integrity of governmental operations, and uphold public trust.

#### **2. Scope**

This policy applies to all city employees, elected officials, contractors, vendors, and any other agents or representatives involved in the operations of the city.

#### **3. Definitions**

- **Fraud:** Any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain.
- **Waste:** The careless expenditure, mismanagement, or misuse of city resources.
- **Abuse:** The excessive or improper use of city resources or the intentional destruction, diversion, or improper use of government property.

#### **4. Policy Statement**

The City Government is committed to the highest standards of moral, ethical, and legal conduct. Fraud, waste, and abuse will not be tolerated. The city will take all necessary steps



to prevent, detect, and address fraudulent activities within its operations.

## 5. Fraud Prevention

The city government will implement the following measures to prevent fraud:

- **Internal Controls:** Establish and enforce robust internal controls, including segregation of duties, approval processes, access controls, and periodic reviews to minimize the risk of fraud.
- **Employee Screening and Training:** Conduct thorough background checks during the hiring process and provide ongoing fraud awareness training to all employees.
- **Ethical Standards:** Promote a culture of ethics and integrity, ensuring all employees understand and adhere to the city's Code of Ethics.
- **Vendor and Contractor Oversight:** Implement vetting procedures for vendors and contractors, including conflict of interest disclosures, and monitor their activities to prevent fraud.

## 6. Fraud Detection

To detect potential fraud, the city will:

- **Regular Audits and Monitoring:** Conduct regular audits, both internal and external, of financial transactions, contracts, and operations. Use data analytics to identify unusual patterns or red flags.
- **Fraud Risk Assessments:** Perform periodic fraud risk assessments to identify and mitigate vulnerabilities within city operations.
- **Whistleblower Program:** Establish a confidential whistleblower program to encourage employees, contractors, and citizens to report suspected fraud, waste, or abuse without fear of retaliation.

## 7. Reporting Fraud

All employees, contractors, vendors, and citizens are encouraged and obligated to report any suspected fraud, waste, or abuse. Reports can be made through:

- **Internal Reporting Channels:** Directly to direct Supervisor, Department Director, the Finance Officer, or the City Administrator.
- **External Reporting:** Reports can also be made to relevant external authorities, such as law enforcement or state oversight agencies, if applicable.

## 8. Investigation and Response

Upon receiving a report of suspected fraud, the city will:

- **Immediate Action:** Take prompt and appropriate action to secure relevant records, prevent further loss, and protect the rights of all parties involved.
- **Investigation:** Conduct a thorough and impartial investigation, either internally or through external experts, to determine the validity of the allegations.
- **Corrective Measures:** If fraud is confirmed, the city will take appropriate corrective actions, which may include disciplinary action up to and including termination, recovery of losses, contract termination, and legal prosecution.
- **Notification:** Notify appropriate governmental bodies, law enforcement, or oversight agencies as required by law or policy.

## 9. Record-Keeping

The city will maintain comprehensive records of all fraud reports, investigations, findings, and actions taken. These records will be securely stored and retained in compliance with applicable laws and regulations.

## 10. Training and Awareness

The city will provide regular training to employees, officials, and relevant stakeholders on the importance of fraud prevention, detection techniques, and the procedures for reporting suspected fraud.

## 11. Policy Review and Updates

This policy will be reviewed annually by the City Finance Officer or designated official and updated as necessary to reflect changes in laws, regulations, and best practices in fraud prevention and detection.

## 12. Responsibility

All city employees and officials are responsible for adhering to this policy. The City Finance Officer, in collaboration with the City Administrator, will oversee the implementation, monitoring, and enforcement of this policy.

## **Section 17 – Identifiable Information Protection Policy**

### 1. Purpose

The purpose of this policy is to establish procedures and guidelines for protecting personally identifiable information (PII) collected, used, and maintained by the City Government. This policy is intended to ensure compliance with relevant laws and regulations, safeguard citizens' privacy, and protect against unauthorized access, use, or disclosure of PII.

### 2. Scope

This policy applies to all city employees, elected officials, contractors, vendors, and any other agents or representatives who collect, access, process, store, or transmit PII as part of their work for the City Government.

### 3. Definitions

- Personally Identifiable Information (PII): Any information that can be used to distinguish or trace an individual's identity, such as name, Social Security number, date of birth, biometric records, and other data that can be linked to a specific individual.
- Sensitive PII: A subset of PII that, if disclosed, could cause significant harm to an individual, such as financial information, health records, and identification numbers.

### 4. Policy Statement

The City Government is committed to protecting the privacy and security of all PII it collects and maintains. The city will implement appropriate safeguards to prevent unauthorized access, use, disclosure, alteration, or destruction of PII.

## 5. Collection and Use of PII

- **Minimization:** Collect only the PII that is necessary for the legitimate functions of the city.
- **Consent:** Obtain consent from individuals before collecting PII whenever possible, informing them of the purpose, scope, and use of the information.
- **Purpose Limitation:** Use PII only for the purposes for which it was collected, unless further use is explicitly permitted by law or consented to by the individual.

## 6. Protection of PII

- **Access Control:** Restrict access to PII to authorized personnel only, based on the principle of least privilege.
- **Data Encryption:** Encrypt PII in transit and at rest, where feasible, to protect it from unauthorized access.
- **Physical Security:** Implement physical security measures, such as locked storage areas and access controls, to protect PII from unauthorized physical access.
- **Data Anonymization:** Where possible, anonymize or de-identify PII before sharing or using it in contexts where full identification is not necessary.

## 7. Storage and Retention of PII

- **Data Retention:** Retain PII only as long as necessary to fulfill the purpose for which it was collected or as required by law. Dispose of PII securely when no longer needed.
- **Secure Storage:** Store PII in secure systems with appropriate technical and administrative safeguards.

## 8. Disclosure and Sharing of PII

- **Third-Party Sharing:** Share PII with third parties only if necessary, and ensure they have appropriate safeguards in place to protect the information.
- **Legal Compliance:** Disclose PII only as required by law, such as in response to subpoenas or other legal processes.
- **Data Breach Notification:** In the event of a data breach involving PII, promptly notify affected individuals and relevant authorities in accordance with applicable laws and regulations.

## 9. Employee and Contractor Responsibilities

- **Training and Awareness:** Provide regular training to all employees, contractors, and vendors on the importance of PII protection and the procedures outlined in this policy.
- **Confidentiality Agreements:** Require all employees and contractors who handle PII to sign confidentiality agreements.
- **Incident Reporting:** Require all employees and contractors to report any suspected or actual breaches of PII security immediately to the designated Data Protection Officer or IT department.

## 10. Incident Response

- **Data Breach Response Plan:** Maintain a data breach response plan that outlines procedures for responding to data breaches, including containment, investigation, notification, and remediation.
- **Investigation and Remediation:** Investigate all reported incidents involving PII and take appropriate action to mitigate any harm and prevent future occurrences.

## 11. Monitoring and Compliance

- Regular Audits: Conduct regular audits of systems and processes to ensure compliance with this policy and identify potential vulnerabilities.
- Compliance Monitoring: Monitor compliance with this policy and take corrective actions in cases of non-compliance.

## 12. Policy Review and Updates

This policy will be reviewed annually by the City's Data Protection Officer or designated official and updated as necessary to reflect changes in laws, regulations, and best practices.

## 13. Responsibility

All city employees, officials, contractors, and vendors are responsible for adhering to this policy. The City's Data Protection Officer will oversee the implementation, monitoring, and enforcement of this policy.

This policy is effective on:

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
\_\_\_\_\_

Print, Sign, and Date by authorized parties

Adopted by the Newton City Council on \_\_\_\_\_, 2024.

## City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Mediacom Communications Corporation

**Summary:**

An agreement with Mediacom Communications Corporation to utilize public right-of-way to extend an existing communications network.

**Financial Impact:**

\$25.62 fee to be paid to the City by Mediacom Communications Corporation.

**Report Number:** 2024-1013

**Date:**

October 21, 2024

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

Mediacom Communications Corporation is proposing to extend its existing telecommunications system in Newton. The proposed route begins at an existing hand hole in the North and South Alley in the 100 block between W 4th St N and W 3rd St N. Then it continues south 427 feet to a proposed hand hole in the one hundred block of the alley between W 4th St S and W 3rd St S. The proposed underground portion of the route includes 427 LF 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 the proposed route in the City of Newton right-of-way is \$25.62.

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

**Recommendation:**

Approval of the telecommunications licensing agreement with Mediacom Communications Corporation

Matt Muckler, City Administrator

**RESOLUTION 2024- \_\_\_\_\_**

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT  
WITH MEDIACOM COMMUNICATIONS CORPORATION**

**WHEREAS**, Mediacom Communications Corporation has requested the use of city-owned right-of-way for the construction and maintenance of a telecommunications system; and

**WHEREAS**, said telecommunications system would be an extension of an existing communications system installed previously; and

**WHEREAS**, the proposed underground portion of the route includes 427 LF of improvements in the City of Newton right-of-way.; and

**WHEREAS**, the Public Works Department has reviewed the route of the proposed improvements and will work with Mediacom Communications Corporation 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; 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**, the proposed underground portion of the route includes 427 LF of improvements in the City of Newton right-of-way; and

**WHEREAS**, 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 \$25.62; and

**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 Mediacom Communications Corporation

**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 Mediacom Communications Corporation 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 \$25.62 (Twenty-Five dollars and Sixty-Two cents), 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, as if the Ordinance were in effect on the date hereof. 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 \$25.62, the City shall refund the excess of \$25.62 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 and the location of other utilities, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground it is proposed to repair or to lay the same. 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 with sod in conformance with city ordinances and in accordance with standard local practices for placing sod.

#### **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: | Newton Public Works Director<br>303 W 4 <sup>th</sup> St N, Suite 501<br>Newton, Iowa 50208 |
|-------------|---------------------------------------------------------------------------------------------|

|                 |                                                                        |
|-----------------|------------------------------------------------------------------------|
| If to Licensee: | Mediacom<br>Rusty Beaty<br>2205 Ingersoll Ave,<br>Des Moines, IA 50312 |
|-----------------|------------------------------------------------------------------------|

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF NEWTON**

By: \_\_\_\_\_  
Evelyn George, Mayor

Attest: \_\_\_\_\_  
City Clerk

## GENERAL NOTES

1. ROADS, PAVED DRIVEWAYS AND SIDEWALK CROSSING SHALL BE BORED TO A MINIMUM DEPTH OF 24" OR 42" UNLESS NOTED OTHERWISE WITHIN THIS SET.
2. DISTANCES AND FOOTAGES ARE SHOWN AS APPROXIMATES ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS, UTILITY LOCATES, AND MATERIALS NEEDED PER THE PROVIDED MEDIACOM B.O.M. PRIOR TO CONSTRUCTION.
3. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR TO OBTAIN ALL APPLICABLE PERMITS FOR NOTICE TO PROCEED, EXCAVATION AND/OR LANE CLOSURE NOT INCLUDED WITHIN THE PERMIT APPROVED FOR THIS DRAWING SET.
4. THERE ARE NO LANE CLOSURES ANTICIPATED WITH THIS PROJECT.
5. RESTORATION SHALL BE COMPLETED BY CONTRACTOR IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS. AT A MINIMUM IF NO REQUIREMENTS ARE AVAILABLE PLEASE REFERENCE NOTES SHOWN ON SHEET 3 OF 12

## PROJECT TEAM

|                                     |                     |                                                               |
|-------------------------------------|---------------------|---------------------------------------------------------------|
| UTILITY PROVIDER:                   | MEDIACOM            | RUSTY BEATY - rbeaty@mediacomcc.com - (641) 204-9558          |
| DESIGN FIRM:                        | WAVELENGTH SERVICES | GARY TEDDER - onecall@wavelengthservices.net - (815) 931-5288 |
| CONTRACTOR:                         | HARTCO CABLE, INC.  | MATT BENHART - hart4u@hotmail.com - (309) 944-2026            |
| DOT JURISDICTION:                   | IOWA DISTRICT 1     | DEANNA McCLAIN - deanna.mcclain@iowadot.u - (515)-986-5460    |
| COUNTY JURISDICTION:                | JASPER COUNTY       | MICHAEL FRIETSCH - mfrietsch@jasperia.org - (641)-792-5862    |
| CITY JURISDICTION:                  | CITY OF NEWTON      | JOE GRIFE - joeg@newtongov.org - (641) 792-6622               |
| RAILROAD COMPANY<br>(IF APPLICABLE) | N / A               | N / A - N / A - N / A                                         |

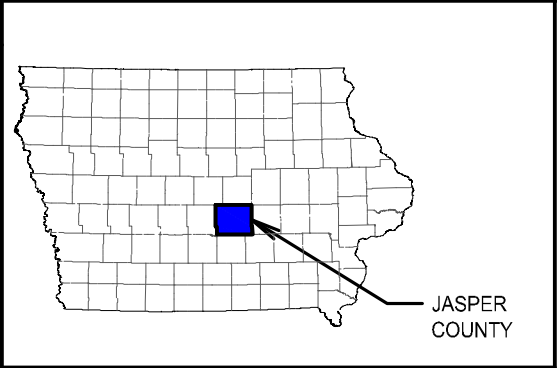
## PROJECT INFORMATION

| DESIGN LOCATE CONTACTS                        |                   |                        | SERVICE ADDRESS:      | 309 1ST AVE                 |
|-----------------------------------------------|-------------------|------------------------|-----------------------|-----------------------------|
| ALLIANT ENERGY                                | FIELD ENGINEER    | (800) 255-4268         | LINEAR FOOTAGE COAX:  | N / A L.F.                  |
| WINDSTREAM                                    | LOCATE DESK       | (800) 941-3430         | LINEAR FOOTAGE FIBER: | 427 L.F.                    |
| IOWA HOSPITAL ASSOC.                          | DAVE AUGSPURGER   | (515) 725-4604         | DUCT SIZE:            | 1.5"                        |
| AUREON                                        | JEFF KLOCKO       | (515) 830-0445         | INSTALL TYPE:         | DIRECTIONALLY BORED         |
| JASPER COUNTY                                 | JENNIFER HOLLIDAY | (515) 262-7686         | DOT PLAN REFERENCE:   | FN-64 & UST-6-4(146)--4A-50 |
| MAHASKA COMM.                                 | FRANK HANSEN      | (641)-676-1000         | ROUTE START LAT:      | 41° 41' 59.89"              |
| MEDIACOM                                      | JERRY BROUGHTON   | (845) 587-2521         | ROUTE START LONG:     | -93° 03' 24.36"             |
| CITY OF NEWTON                                | BRANDON SCHAKEL   | brandons@newtongov.org | ROUTE END LAT:        | 41° 41' 55.81"              |
| UPN                                           | JOE KILZER        | (816) 425-3556         | ROUTE END LONG:       | -93° 03' 24.31"             |
| BLACK HILLS ENGERGY                           | CHUCK WOODS       | (515) 343-2037         | ROUTE START STATION:  | 130+90.15                   |
| N / A                                         | N / A             | N / A                  | START MILE POST:      | 168.30                      |
| N / A                                         | N / A             | N / A                  | ROUTE END STATION:    | 130+93.21                   |
| N / A                                         | N / A             | N / A                  | END MILE POST:        | 168.30                      |
| N / A                                         | N / A             | N / A                  | SECTION(S)            | SECTION 34                  |
| N / A                                         | N / A             | N / A                  | TOWNSHIP              | TOWNSHIP 80N                |
| IOWA ONE CALL DESIGN LOCATE TICKET: 552405281 |                   |                        | RANGE(S)              | RANGE 19W                   |

| DESCRIPTION OF WORK |          |
|---------------------|----------|
| 1                   | 1.0000   |
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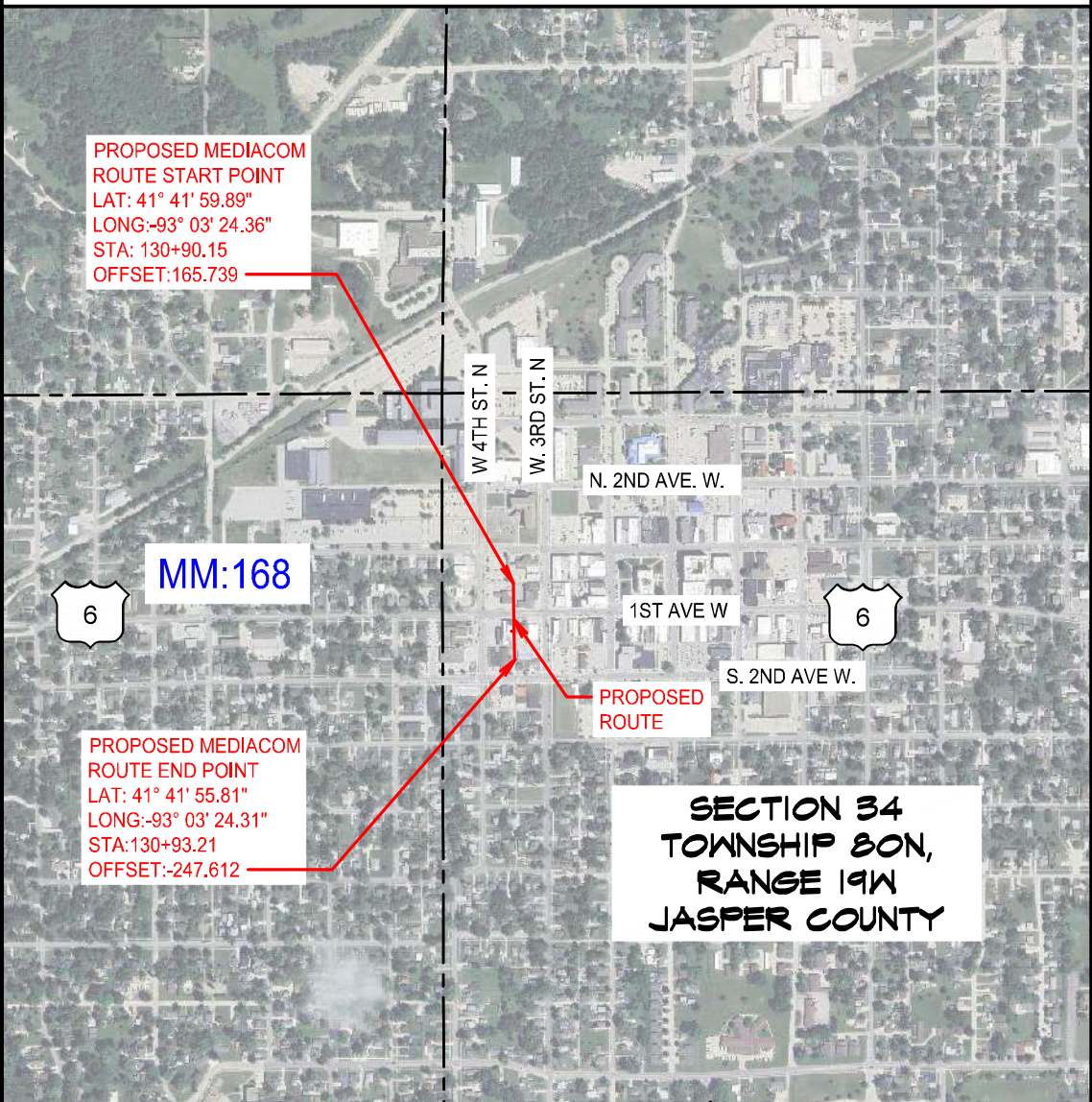
PROPOSED .625" DIA COAX CABLE DIRECTIONALLY BORED APPROXIMATELY ±427 L.F. TO BE LOCATED WITHIN THE R.O.W. OF THE ALLEY BETWEEN W 4TH ST. N AND W. 3RD ST. N LOCATED IN, JASPER COUNTY - SECTION 34, TOWNSHIP 80N, RANGE 19W

|              |             |                                                                                                                                                                              |                                            |                              |
|--------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|
| REV NUMBER   | SHEET TITLE | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |                              |
| B            | TITLE PAGE  | DATE: 09/11/24                                                                                                                                                               | INSTALLATION: PROPOSED DIRECTIONALLY BORED |                              |
| SHEET NUMBER |             | DRAWN BY: WAVELENGTH                                                                                                                                                         | TYPE: .625" DIA COAX CABLE                 | A INTERNAL REVIEW - 09/11/24 |
| 1 OF 12      |             | APPROVED: HARTCO CABLE                                                                                                                                                       | CONDUIT: 1.5" HDPE                         | B PERMIT REVIEW - 09/11/24   |



## STATE MAP LOCATION

## LOCATION MAP



## INDEX

[illegible]

309 1ST AVE  
NEWTON, IA - JASPER COUNTY  
WAVELENGTH PROJECT: 24-0098  
SUBDIVISION / PLAT:  
N / A  
DOT REFERENCE PLAN:  
FN-64 & UST-6-4(146)--4A-50



1-800-292-8989

**CONTRACTOR:**  
HARTCO CABLE, INC.  
MATT BENHART  
P.O. BOX 32  
1401 GORMAN DRIVE  
GENESEO, IL 61254  
(309) 944-2026  
hart4u@hotmail.com

**PROVIDER  
CONTACT:**  
**MEDIACOM**  
**RUSTY BEATY**  
2205 INGERSOLL AVE  
DES MOINES, IA 50319  
(641) 204-9558  
rbeaty@mediacomcc.com

SHEET SCALE

NORTH DIRECTION



PROJECT NUMBER: N / A



1.

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THESE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO THE DESIGN FIRM BY COUNTY OR U.S. ENTITIES. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN AND NOT SHOWN ON THIS DRAWING. VERIFICATION OF THE LOCATIONS OF THE UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR.

2.

SENDING AND RECEIVING PITS SHALL BE RESTORED TO EXISTING CONDITIONS BEFORE CONSTRUCTION. SEED WITH AN APPROVED IOWA DOT SEED MIX.

3.

PROTECTIVE BARRICADE FENCING SHALL BE IN PLACE AT PITS WHEN WORKERS ARE NOT PRESENT. TRAFFIC CONTROL AND PROTECTION SHALL BE UTILIZED AT ALL TIMES IN CONFORMANCE WITH IOWA DEPARTMENT OF TRANSPORTATION STANDARDS.

4.

SENDING AND RECEIVING PITS SHALL BE A MAXIMUM OF 4 FEET WIDE BY 4 FEET LONG AND AT A MINIMUM DEPTH OF 4 FEET.

5.

FIBER/COAX PLACEMENT AND SLACK COILS PER MEDIACOM STANDARDS.

6.

HAND HOLES SHALL BE INSTALLED AT DIRECTION CHANGES OF 45° OR GREATER AND/OR AT MINIMUM DISTANCE OF 800 FEET AND A MAXIMUM OF 1200 FEET.

7.

HORIZONTAL BORING SHALL BE AT ROAD INTERSECTIONS, ROAD CROSSINGS, RAILROAD CROSSINGS, CREEK CROSSINGS, AND HEAVY TREE COVER.

8.

TRENCHING / DIRECT BURY SHALL BE THE PREFERRED STANDARD INSTALLATION.

9.

HORIZONTAL BORINGS SHALL BE 1.5" INCH HDPE DUCT AND TRENCHING/ DIRECT BURY SHALL BE ARMORED CABLE, TYPICAL PLOW INSTALLATION SHALL BE AT A DEPTH OF 36 INCHES UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE CONSTRUCTION PLAN SET.

10.

AERIAL INSTALLATION OF UTILITY SERVICES CROSSING D.O.T. ROADWAYS SHALL MAINTAIN A MINIMUM OF 20 FOOT CLEARANCE FROM FINISHED ROADWAY SURFACE.

11.

GENERAL INSTALLATION DEPTHS FOR ALL DUCT / CABLE SHALL BE 36" BELOW GRADE. CONTROLLED INTERSECTIONS, CREEKS, RAILROADS, ETC., SHALL BE PER LOCAL JURISDICTIONAL REQUIREMENTS. DUCT / CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF 72" BELOW ROADWAYS. DUCT / CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF 36" BELOW STORM SEWERS, SUBDRAINS, CULVERTS, AND/OR WATERWAYS BEING CROSSED. DUCT / CABLE SHALL BE PLACED AT A MINIMUM DISTANCE OF 24" FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE CONSTRUCTION PLAN SET.

12.

FIBER/COAX SHALL BE PLACED APPROXIMATELY WITHIN 5 FEET OFF RIGHT-OF-WAY UNLESS OTHERWISE SHOWN IN PLANS.

13.

WHEN ROUTING FIBER/COAX LINE OVERHEAD, COORDINATE WITH POWER POLE OWNER FOR ATTACHMENT REQUIREMENTS, ROUTING LOCATION, SPACING FROM EXISTING OVERHEAD UTILITIES AND APPROVAL.

14.

HAND DIG AND/OR POT HOLE WHEN CROSSING EXISTING UTILITIES, NEW FIBER/COAX WILL TYPICALLY BE ROUTED UNDER EXISTING UTILITIES. IF EXISTING UTILITIES ARE AT 48" OR GREATER BELOW GRADE, NEW FIBER/COAX WILL BE ROUTED ABOVE, UNLESS AT A ROADWAY THEN REFER TO NOTE 10.

15.

MAINTAIN A HORIZONTAL CLEARANCE OF 2 FEET FROM ELECTRICAL UTILITIES AND 1.5 FEET FROM ALL OTHER UTILITIES UNLESS NOTED OTHERWISE.

16.

TRAFFIC CONTROL BASED ON DOT STANDARDS PER STANDARD ROAD PLANS TC-202, TC-601 & TC-602.

17.

ADDITIONAL DOT SPECIFICATIONS, IF APPLICABLE, ARE ATTACHED TO PERMIT SET OR AS SEPARATE EXHIBIT.

18.

THE RIGHT-OF-WAY (ROW) LOCATIONS SHOWN ON THE DRAWINGS WERE OBTAINED FROM INFORMATION PROVIDED BY OUTSIDE SOURCES. DIMENSIONS SHOWN ARE BASED ON THE INFORMATION PROVIDED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL RIGHT-OF-WAY (R.O.W) LOCATIONS AND THAT THE "AS CONSTRUCTED ALIGNMENT AND STRUCTURES ARE WITHIN THE RIGHT-OF-WAY (R.O.W)

19.

THE CONTRACTOR SHALL COMPLY WITH MEDIACOM POLICIES AND PROCEDURES AND REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF MEDIACOM AND A COPY SHALL BE AVAILABLE AT THE CONSTRUCTION SITE DURING CONSTRUCTION ACTIVITIES. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENT(S) OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES.

20.

CONTRACTOR AND FINISHED WORK SHALL CONFORM TO THE CURRENT U.S. WIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. AREAS WHERE WORK IS PERFORMED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION AS DETERMINED BY THE LOCAL JURISDICTION.

21.

MISCELLANEOUS STRUCTURES AND OBSTRUCTIONS SUCH AS SIGN POSTS, MAIL BOXES, METER BOXES, ETC., WHEN REMOVED TO EXPEDITE THE WORK, SHALL BE REINSTALLED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION.

22.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF STREETS AND UTILITIES AFFECTED BY WORK OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. A WASTE SITE SHALL BE DESIGNATED FOR THE DISPOSAL OF EXCESS MATERIALS AND DEBRIS.

23.

THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE, AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.

24.

WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY MEDIACOM. SUPPLEMENTAL SIGNS, FLAG PERSON(S), AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED OR OPEN OVERNIGHT.

25.

THE CONTRACTOR SHALL COMPLY WITH CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, U.S., AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND MATERIAL DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.

26.

WHEN PLOWING/TRENCHING FOR PLACEMENT OF DUCT, A MEDIACOM APPROVED MAGNETIC MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.

27.

THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO THE TRAFFIC REGULATIONS DURING THE EXTENT OF THIS PROJECT.

A.

THERE SHALL BE ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT.

B.

DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING APPROACHES AND INTERSECTIONS.

C.

IF A LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE JURISDICTIONAL TRAFFIC ENGINEERING DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES, AND OTHER AGENCY OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION ZONE(S).

28.

IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTOR MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES. CONTACTS FOR THIS PROJECT:
- TYPICAL HORIZONTAL BORE DESIGN INFORMATION:**
1.

LENGTH OF BORE RIG TO BE USED FOR INSTALLATION: 19'

2.

TYPICAL DRILL ROD LENGTH: 10'.

3.

TYPICAL RIG SIDE ENTRY ANGLE: - (OPTIMUM 10-12 DEGREES) (RIGS 10-18 DEGREES.

4.

TYPICAL EXIT POINT EXIT ANGLE: OPTIMUM 8 DEGREES

5.

DOWN SLOPES: MINIMUM 10 FEET OR ONE DRILL ROD LENGTH

5.

UP SLOPES: MINIMUM 10 FEET OR ONE DRILL ROD LENGTH

6.

HORIZONTAL: MINIMUM 10 FEET OR ONE DRILL ROD LENGTH

7.

TYPICAL RADIUS OF CURVATURES UNLESS NOTED OTHERWISE: IS EQUAL TO (100\*DUCT DIAMETER)

8.

BORE PITS WITH DEPTHS IN EXCESS OF 4.0' REQUIRE AN OSHA APPROVED EXITING DEVICE TO BE USED FOR WORKING AROUND AND IN THE BORE PITS. PLEASE REFER TO OSHA 29CFR-1926.651 AND 1926.652 INCLUDING BUT NOT LIMITED TO 29CFR-1926.651(c)(2)
- DESIGN CONSIDERATIONS**
- 1)

SAFETY RULES FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC SUPPLY AND COMMUNICATION LINES-NATIONAL ELECTRIC SAFETY CODE.

2)

TITLE 49 C.F.R. PART 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS AND AMENDMENTS.

3)

TITLE 49 C.F.R. PART 195, TRANSPORTATION OF LIQUIDS BY PIPELINES AND AMENDMENTS.

4)

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) SPECIFICATIONS-LATEST EDITION,

5)

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES-LATEST EDITION

6)

RULES AND REGULATION FOR PUBLIC WATER SYSTEMS-LATEST EDITION, PUBLISHED BY THE APPROPRIATE STATE HEALTH DEPARTMENT.
- | REV NUMBER   | SHEET TITLE                        | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W. 1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |   |                            | CONTRACTOR:                                                                                                                         | PROVIDER CONTACT:                                                                                                 | <div><div>811</div><div>1-800-292-8989</div></div> | SHEET SCALE | NORTH DIRECTION | <div><div>Wavelength Services</div></div> | <div><div>Mediacom</div><div>the power to simplify</div><div>PROJECT NUMBER: N / A</div></div> |  |  |  |  |  |  |  |
|--------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------|-----------------|-------------------------------------------|------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| B            | NOTES<br>MEDIACOM<br>GENERAL NOTES | DATE: 09/11/24                                                                                                                                                         | INSTALLATION: PROPOSED DIRECTIONALLY BORED |   |                            | HARTCO CABLE, INC.<br>MATT BENHART<br>P.O. BOX 32<br>1401 GORMAN DRIVE<br>GENESEO, IL 61254<br>(309) 944-2026<br>hart4u@hotmail.com | MEDIACOM<br>RUSTY BEATY<br>2205 INGERSOLL AVE.<br>DES MOINES, IA 50312<br>(641) 204-9558<br>rbeaty@mediacomcc.com |                                                    |             |                 |                                           |                                                                                                |  |  |  |  |  |  |  |
| SHEET NUMBER |                                    | DRAWN BY: WAVELENGTH                                                                                                                                                   | TYPE: .625" DIA COAX CABLE                 | A | INTERNAL REVIEW - 09/11/24 |                                                                                                                                     |                                                                                                                   |                                                    |             |                 |                                           |                                                                                                |  |  |  |  |  |  |  |
| 2 OF 12      |                                    | APPROVED: HARTCO CABLE                                                                                                                                                 | CONDUIT: 1.5" HDPE                         | B | PERMIT REVIEW - 09/11/24   |                                                                                                                                     |                                                                                                                   |                                                    |             |                 |                                           |                                                                                                |  |  |  |  |  |  |  |
|              |                                    |                                                                                                                                                                        |                                            | - | -                          |                                                                                                                                     |                                                                                                                   |                                                    |             |                 |                                           |                                                                                                |  |  |  |  |  |  |  |

## RESTORATION NOTES:

### CONSTRUCTION IN RIGHT-OF-WAYS

1. ANY OPEN ROAD CUT REQUIRES PRIOR APPROVAL OF THE CITY, COUNTY, STATE OR ANY OTHER AGENCY WHICH MAY HAVE JURISDICTION.
2. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LOCAL JURISDICTION REQUIREMENTS, SPECIFICATIONS AND STANDARDS.
3. THE CONTRACTOR SHALL INSTALL APPROVED EROSION CONTROL MEASURES AND COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY OR CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS. STREETS MUST BE OPENED TO TRAFFIC BY THE END OF THE BUSINESS DAY DURING CONSTRUCTION.
4. CONTRACTOR SHALL INSTALL BLACK DIRT AND PREMIUM TOP SOIL PRIOR TO SEEDING AND FERTILIZING REPAIRED AREAS IF SOD IS NOT INSTALLED. ALSO INSTALL STRAW MAT OR A COCOA MAT OVER THE BLACK DIRT TO PREVENT SURFACE EROSION.
5. CONTRACTOR SHALL MINIMIZE DRIVING ON THE RIGHT-OF-WAY AND UTILIZE LANE CLOSURES WHENEVER POSSIBLE TO MINIMIZE DAMAGE AND NEED FOR RESTORATION.
6. CONTRACTOR SHALL SET VAULT TOPS TO BE LEVEL WITH FINISHED GRADE AND NOT INTERFERE WITH MOWING OPERATIONS OR CREATE TRIPPING HAZARDS.
7. AFTER COMPLETION OF THE NODE INSTALLATION ALL AREA IN EXISTING RIGHT-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE RESTORED EQUAL TO OR BETTER THAN ORIGINAL CONDITION , WHICH MAY INCLUDE THE INSTALLATION OF SOD, AND BE TO THE SATISFACTION OF THE PERMITTING AGENCY WITHIN A 7-DAY PERIOD OR LESS IF DICTATED BY THE LOCAL JURISDICTION.
8. STREET OR HIGHWAY RESTORATION SHALL BE DONE AS PER LOCAL OR STATE AGENCY HAVING JURISDICTION.
9. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY OR CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS. STREETS MUST BE OPENED TO TRAFFIC BY THE END OF THE BUSINESS DAY.

## LEGEND

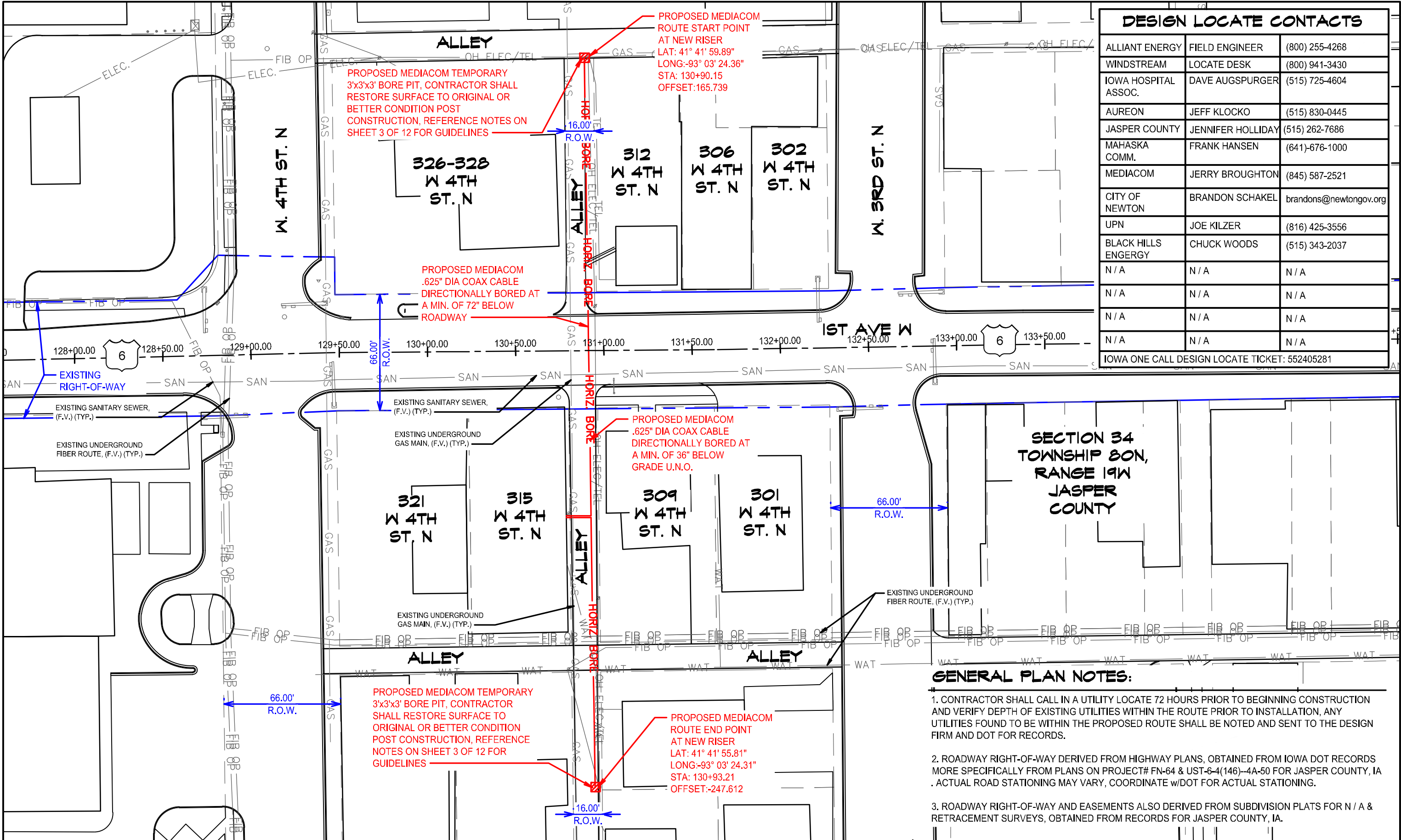
|  |                                       |  |                                                               |
|--|---------------------------------------|--|---------------------------------------------------------------|
|  | OVERLASHED SERVICE                    |  | 4x4 TEMPORARY BORE PIT / POTHOLE AREA                         |
|  | DIRECT BURY INSTALL                   |  | MEDIACOM PEDESTAL                                             |
|  | HORIZONTAL BORE INSTALL               |  | 2'x3' MEDIACOM HANDHOLE                                       |
|  |                                       |  | INCREASED IN BORE DEPTH                                       |
|  | UNDERGROUND ELECTRIC                  |  | NEW RISER                                                     |
|  | UNDERGROUND FIBER OPTIC               |  | EXISTING RISER                                                |
|  | GAS MAIN / SERVICE                    |  | 2x3 UTILITY VAULT                                             |
|  | UNDERGROUND TELEPHONE                 |  | 11x17 UTILITY VAULT                                           |
|  | SANITARY SEWER                        |  | WOOD UTILITY POLE w/ TRANSFORMER                              |
|  | STORM SEWER                           |  | WOOD UTILITY POLE                                             |
|  | WATER MAIN/SERVICE                    |  | STREET LIGHT POLE                                             |
|  | OVERHEAD ELECTRIC                     |  | PAD MOUNT TRANSFORMER                                         |
|  | OVERHEAD TELEPHONE                    |  | RAILROAD TRACK SIGNAL EQUIPMENT / ROAD CROSSING SIGNAL w/ ARM |
|  | OVERHEAD ELECTRIC & TELCO             |  |                                                               |
|  | EXISTING PAVEMENT                     |  |                                                               |
|  | RIGHT-OF-WAY                          |  |                                                               |
|  | PROPERTY/ LOT LINE                    |  |                                                               |
|  | P.U.E. / EASEMENT                     |  |                                                               |
|  | EXISTING FENCE                        |  |                                                               |
|  | SECTION LINE                          |  |                                                               |
|  | DENSE TREE LINE                       |  |                                                               |
|  | OVERHEAD CABLE TV                     |  |                                                               |
|  | OVERHEAD FIBER                        |  |                                                               |
|  | UNDERGROUND CABLE TV PROVIDER SERVICE |  |                                                               |
|  | UNDERGROUND FIBER PROVIDER SERVICE    |  |                                                               |
|  | EXISTING MANHOLE                      |  |                                                               |
|  | FIRE HYDRANT                          |  |                                                               |
|  | EXISTING PEDESTAL                     |  |                                                               |

| REV NUMBER   | SHEET TITLE     | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |  |                                            |                              | CONTRACTOR:                                                                                                                         | PROVIDER<br>CONTACT:                                                                                              | <br><br>1-800-292-8989 | SHEET SCALE | NORTH DIRECTION | <br><br><br>the power to simplify<br>PROJECT NUMBER: N / A |
|--------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B            | NOTES & SYMBOLS | DATE: 09/11/24                                                                                                                                                               |  | INSTALLATION: PROPOSED DIRECTIONALLY BORED |                              | HARTCO CABLE, INC.<br>MATT BENHART<br>P.O. BOX 32<br>1401 GORMAN DRIVE<br>GENESEO, IL 61254<br>(309) 944-2026<br>hart4u@hotmail.com | MEDIACOM<br>RUSTY BEATY<br>2205 INGERSOLL AVE.<br>DES MOINES, IA 50312<br>(641) 204-9558<br>rbeaty@mediacomct.com |                                                                                                             |             |                 |                                                                                                                                                                                                                                      |
| SHEET NUMBER |                 | DRAWN BY: WAVELENGTH                                                                                                                                                         |  | TYPE: .625" DIA COAX CABLE                 | A INTERNAL REVIEW - 09/11/24 |                                                                                                                                     |                                                                                                                   |                                                                                                             |             |                 |                                                                                                                                                                                                                                      |
| 3 OF 12      |                 | APPROVED: HARTCO CABLE                                                                                                                                                       |  | CONDUIT: 1.5" HDPE                         | B PERMIT REVIEW - 09/11/24   |                                                                                                                                     |                                                                                                                   |                                                                                                             |             |                 |                                                                                                                                                                                                                                      |









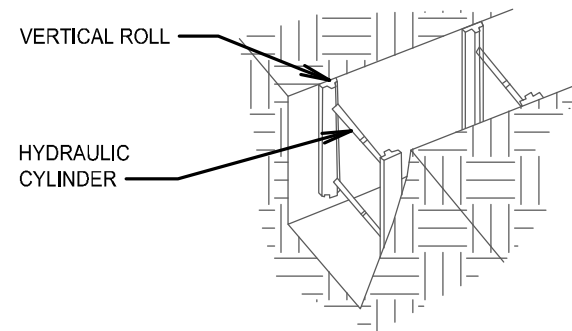
DESIGN LOCATE CONTACTS

|                                               |                   |                        |
|-----------------------------------------------|-------------------|------------------------|
| ALLIANT ENERGY                                | FIELD ENGINEER    | (800) 255-4268         |
| WINDSTREAM                                    | LOCATE DESK       | (800) 941-3430         |
| IOWA HOSPITAL ASSOC.                          | DAVE AUGSPURGER   | (515) 725-4604         |
| AUREON                                        | JEFF KLOCKO       | (515) 830-0445         |
| JASPER COUNTY                                 | JENNIFER HOLLIDAY | (515) 262-7686         |
| MAHASKA COMM.                                 | FRANK HANSEN      | (641)-676-1000         |
| MEDIACOM                                      | JERRY BROUGHTON   | (845) 587-2521         |
| CITY OF NEWTON                                | BRANDON SCHAKEL   | brandons@newtongov.org |
| UPN                                           | JOE KILZER        | (816) 425-3556         |
| BLACK HILLS ENGERGY                           | CHUCK WOODS       | (515) 343-2037         |
| N / A                                         | N / A             | N / A                  |
| N / A                                         | N / A             | N / A                  |
| N / A                                         | N / A             | N / A                  |
| N / A                                         | N / A             | N / A                  |
| IOWA ONE CALL DESIGN LOCATE TICKET: 552405281 |                   |                        |

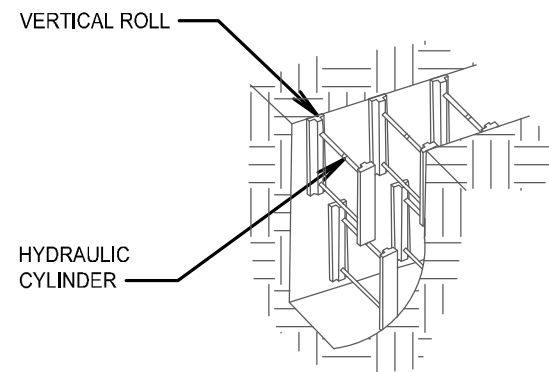
GENERAL PLAN NOTES:

1. CONTRACTOR SHALL CALL IN A UTILITY LOCATE 72 HOURS PRIOR TO BEGINNING CONSTRUCTION AND VERIFY DEPTH OF EXISTING UTILITIES WITHIN THE ROUTE PRIOR TO INSTALLATION, ANY UTILITIES FOUND TO BE WITHIN THE PROPOSED ROUTE SHALL BE NOTED AND SENT TO THE DESIGN FIRM AND DOT FOR RECORDS.
2. ROADWAY RIGHT-OF-WAY DERIVED FROM HIGHWAY PLANS, OBTAINED FROM IOWA DOT RECORDS MORE SPECIFICALLY FROM PLANS ON PROJECT# FN-64 & UST-6-4(146)-4A-50 FOR JASPER COUNTY, IA . ACTUAL ROAD STATIONING MAY VARY, COORDINATE w/DOT FOR ACTUAL STATIONING.
3. ROADWAY RIGHT-OF-WAY AND EASEMENTS ALSO DERIVED FROM SUBDIVISION PLATS FOR N / A & RETRACEMENT SURVEYS, OBTAINED FROM RECORDS FOR JASPER COUNTY, IA.

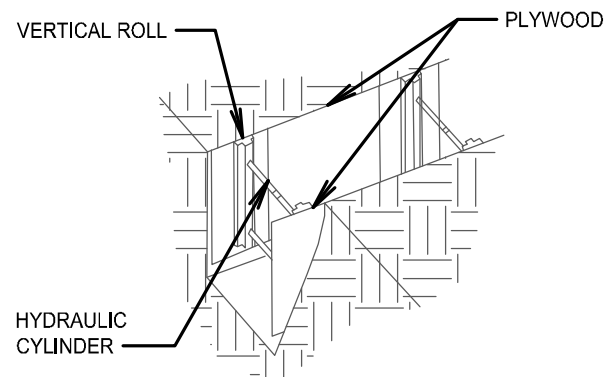
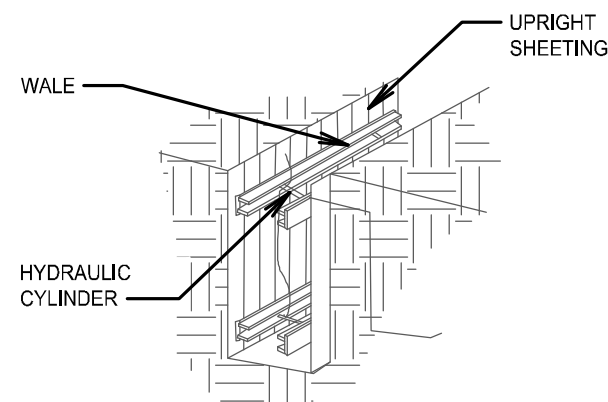
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|--------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|-------------------|---------------------|----------------------|-------------|-----------------|--|--|------------------------|-------------------|
| REV NUMBER   | SHEET TITLE | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |                              |                   | CONTRACTOR:         | PROVIDER CONTACT:    | SHEET SCALE | NORTH DIRECTION |  |  |                        |                   |
| B            | PLAN VIEW   | DATE: 09/11/24                                                                                                                                                               | INSTALLATION: PROPOSED DIRECTIONALLY BORED |                              |                   | HARTCO CABLE, INC.  | MEDIACOM             | 1"=50'      |                 |  |  | the power to simplify® |                   |
| SHEET NUMBER |             | DRAWN BY: WAVELENGTH                                                                                                                                                         | TYPE: .625" DIA COAX CABLE                 | A INTERNAL REVIEW - 09/11/24 | 1401 GORMAN DRIVE | 2205 INGERSOLL AVE. | DES MOINES, IA 50312 |             |                 |  |  |                        | (641) 204-9558    |
| 5 OF 12      |             | APPROVED: HARTCO CABLE                                                                                                                                                       | CONDUIT: 1.5" HDPE                         | B PERMIT REVIEW - 09/11/24   | GENESEO, IL 61254 | GENESEO, IL 61254   | GENESEO, IL 61254    |             |                 |  |  |                        | GENESEO, IL 61254 |



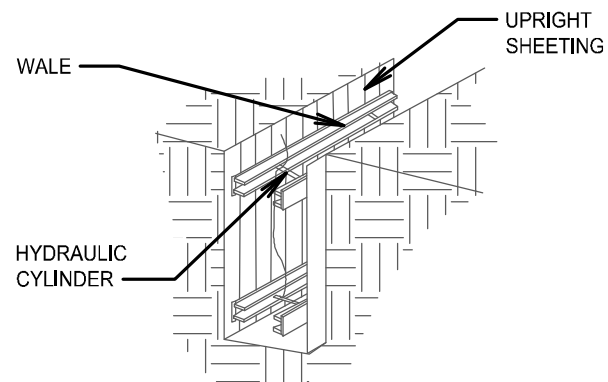
VERTICAL ALUMINUM HYDRAULIC SHORING (SPOT BRACING)



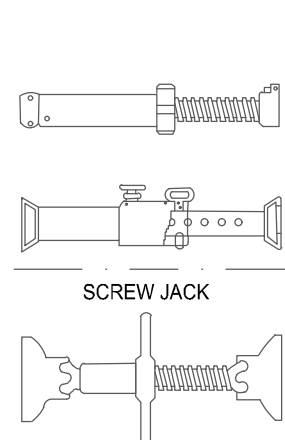
VERTICAL ALUMINUM HYDRAULIC SHORING (STACKED)



VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)



ALUMINUM HYDRAULIC SHORING WATER SYSTEM (TYPICAL)

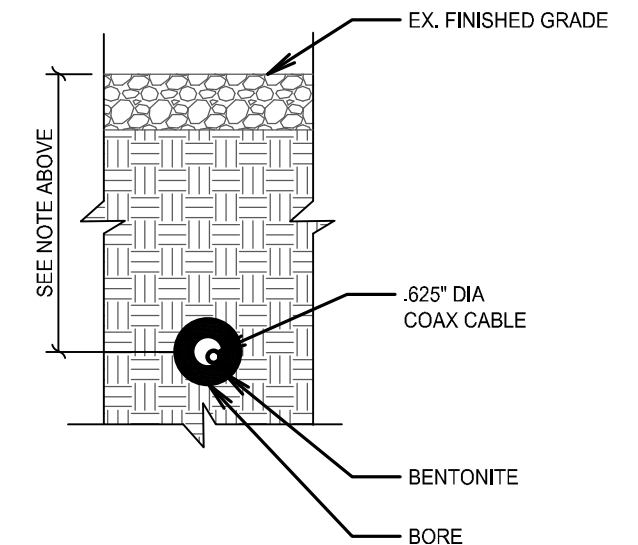
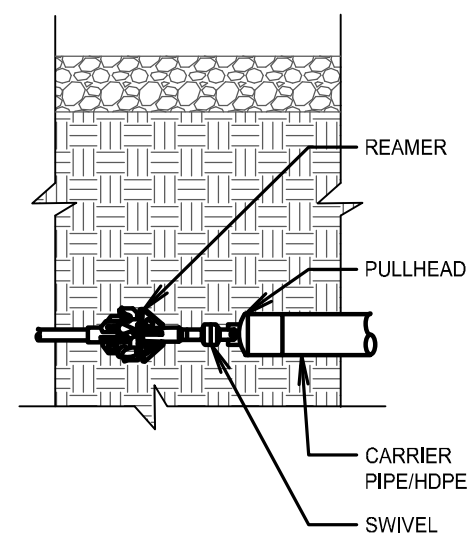
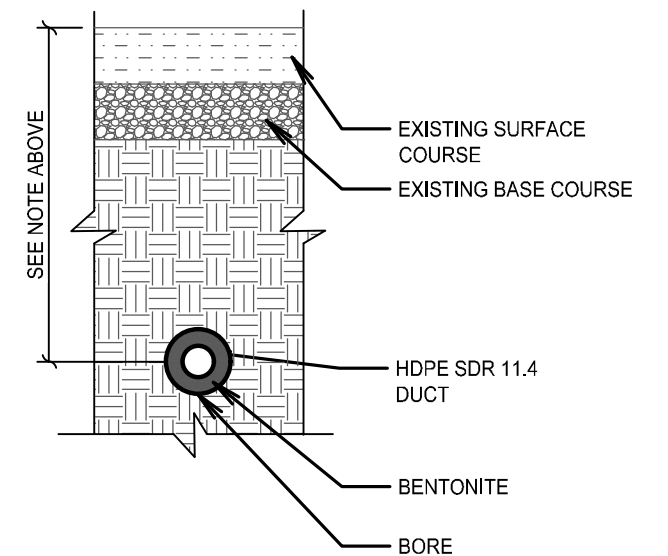
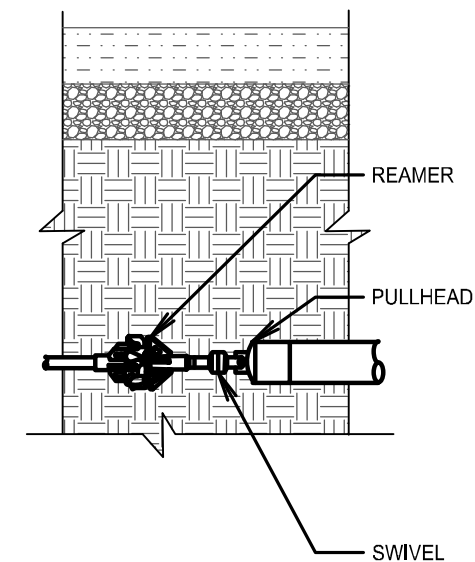


TYPICAL SHORING DETAILS

SCALE: N.T.S.

NOTE:

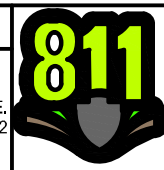
DUCT / CABLE SHALL BE PLACED AT A MINIMUM DEPTH 36" BELOW GRADE WITHIN THE LIMITS OF THE RIGHT-OF-WAY. INSTALL DUCT AT 72" BELOW ROADWAYS AND DITCHLINES UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE CONSTRUCTION PLAN SET. THE GENERAL INSTALLATION DEPTH FOR DUCT / CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF 24" BELOW STORM SEWERS, SUBDRAINS, CULVERTS, AND/OR WATERWAYS BEING CROSSED. DUCT / CABLE SHALL BE PLACED AT A MINIMUM DISTANCE OF 24" FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE CONSTRUCTION PLAN SET.



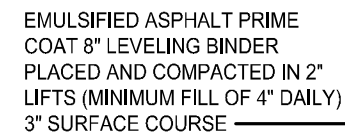
BORE HEAD DETAILS

SCALE: N.T.S.

| REV NUMBER   | SHEET TITLE                                                 | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |   |                            | CONTRACTOR:                                                                                                                         | PROVIDER CONTACT:                                                                                                 | SHEET SCALE | NORTH DIRECTION |  | <br>PROJECT NUMBER: N / A |
|--------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------|-----------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| B            | DETAILS<br>SHORING DETAILS &<br>TYPICAL BORE HEAD<br>DETAIL | DATE: 09/11/24                                                                                                                                                               | INSTALLATION: PROPOSED DIRECTIONALLY BORED | A | INTERNAL REVIEW - 09/11/24 | HARTCO CABLE, INC.<br>MATT BENHART<br>P.O. BOX 32<br>1401 GORMAN DRIVE<br>GENESEO, IL 61254<br>(309) 944-2026<br>hart4u@hotmail.com | MEDIACOM<br>RUSTY BEATY<br>2205 INGERSOLL AVE.<br>DES MOINES, IA 50312<br>(641) 204-9558<br>rbeaty@mediacomcc.com |             |                 |                                                                                       |                                                                                                                |
| SHEET NUMBER |                                                             | DRAWN BY: WAVELENGTH                                                                                                                                                         | TYPE: .625" DIA COAX CABLE                 | B | PERMIT REVIEW - 09/11/24   |                                                                                                                                     |                                                                                                                   |             |                 |                                                                                       |                                                                                                                |
| 6 OF 12      |                                                             | APPROVED: HARTCO CABLE                                                                                                                                                       | CONDUIT: 1.5" HDPE                         | - | -                          |                                                                                                                                     |                                                                                                                   |             |                 |                                                                                       |                                                                                                                |



1-800-292-8989



SCALE: N.T.S.



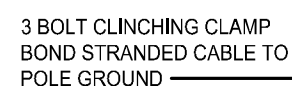
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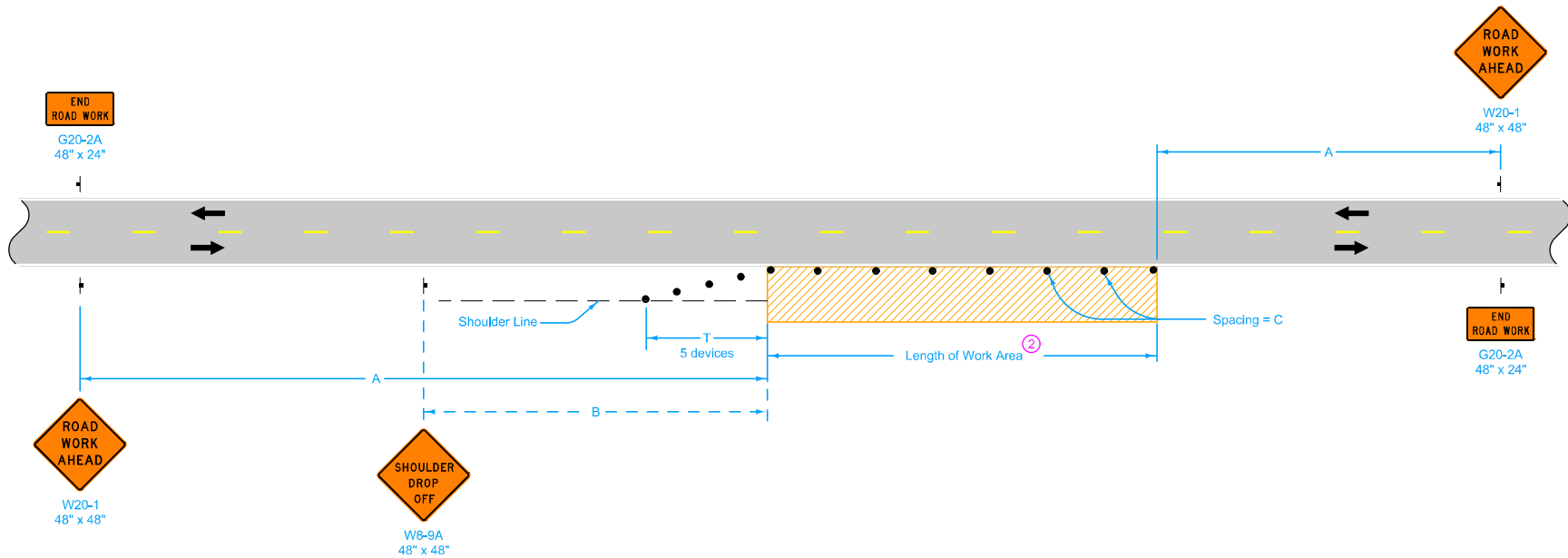
SCALE: N.T.S.

|              |                                                       |                                                                                                                                                                              |                                            |                              |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                                                  |
|--------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REV NUMBER   | SHEET TITLE                                           | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |                              | CONTRACTOR:                                                                                                                         | PROVIDER CONTACT:                                                                                                 | <br>1-800-292-8989 | SHEET SCALE | NORTH DIRECTION | <br><br>the power to simplify<br>PROJECT NUMBER: N / A |
| B            | DETAILS<br>PAVEMENT PATCHING &<br>TYPICAL BORE DETAIL | DATE: 09/11/24                                                                                                                                                               | INSTALLATION: PROPOSED DIRECTIONALLY BORED |                              | HARTCO CABLE, INC.<br>MATT BENHART<br>P.O. BOX 32<br>1401 GORMAN DRIVE<br>GENESEO, IL 61254<br>(309) 944-2026<br>hart4u@hotmail.com | MEDIACOM<br>RUSTY BEATY<br>2205 INGERSOLL AVE.<br>DES MOINES, IA 50312<br>(641) 204-9558<br>rbeaty@mediacomcc.com |                                                                                                         |             |                 |                                                                                                                                                                                                                                  |
| SHEET NUMBER |                                                       | DRAWN BY: WAVELENGTH                                                                                                                                                         | TYPE: .625" DIA COAX CABLE                 | A INTERNAL REVIEW - 09/11/24 |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                                                  |
| 7 OF 12      |                                                       | APPROVED: HARTCO CABLE                                                                                                                                                       | CONDUIT: 1.5" HDPE                         | B PERMIT REVIEW - 09/11/24   |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                                                  |





|              |                                                 |                                                                                                                                                                              |                                            |                              |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                         |
|--------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REV NUMBER   | SHEET TITLE                                     | CITY OF NEWTON UTILITY ACCOMODATION PERMIT DRAWING SET FOR<br>PROPOSED DIRECTIONALLY BORED .625" DIA COAX CABLE ROUTED IN EX. R.O.W.<br>1ST AVE W NEWTON, IA - JASPER COUNTY |                                            |                              | CONTRACTOR:                                                                                                                         | PROVIDER CONTACT:                                                                                                 | <br>1-800-292-8989 | SHEET SCALE | NORTH DIRECTION | <br><br>PROJECT NUMBER: N / A |
| B            | DETAILS<br>OVERLASHED AND<br>TRANSITION DETAILS |                                                                                                                                                                              |                                            |                              | HARTCO CABLE, INC.<br>MATT BENHART<br>P.O. BOX 32<br>1401 GORMAN DRIVE<br>GENESEO, IL 61254<br>(309) 944-2026<br>hart4u@hotmail.com | MEDIACOM<br>RUSTY BEATY<br>2205 INGERSOLL AVE.<br>DES MOINES, IA 50312<br>(641) 204-9558<br>rbeaty@mediacomct.com |                                                                                                         |             |                 |                                                                                                                                                                                                         |
| SHEET NUMBER |                                                 | DATE: 09/11/24                                                                                                                                                               | INSTALLATION: PROPOSED DIRECTIONALLY BORED |                              |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                         |
| 8 OF 12      |                                                 | DRAWN BY: WAVELENGTH                                                                                                                                                         | TYPE: .625" DIA COAX CABLE                 | A INTERNAL REVIEW - 09/11/24 |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                         |
|              |                                                 | APPROVED: HARTCO CABLE                                                                                                                                                       | CONDUIT: 1.5" HDPE                         | B PERMIT REVIEW - 09/11/24   |                                                                                                                                     |                                                                                                                   |                                                                                                         |             |                 |                                                                                                                                                                                                         |



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

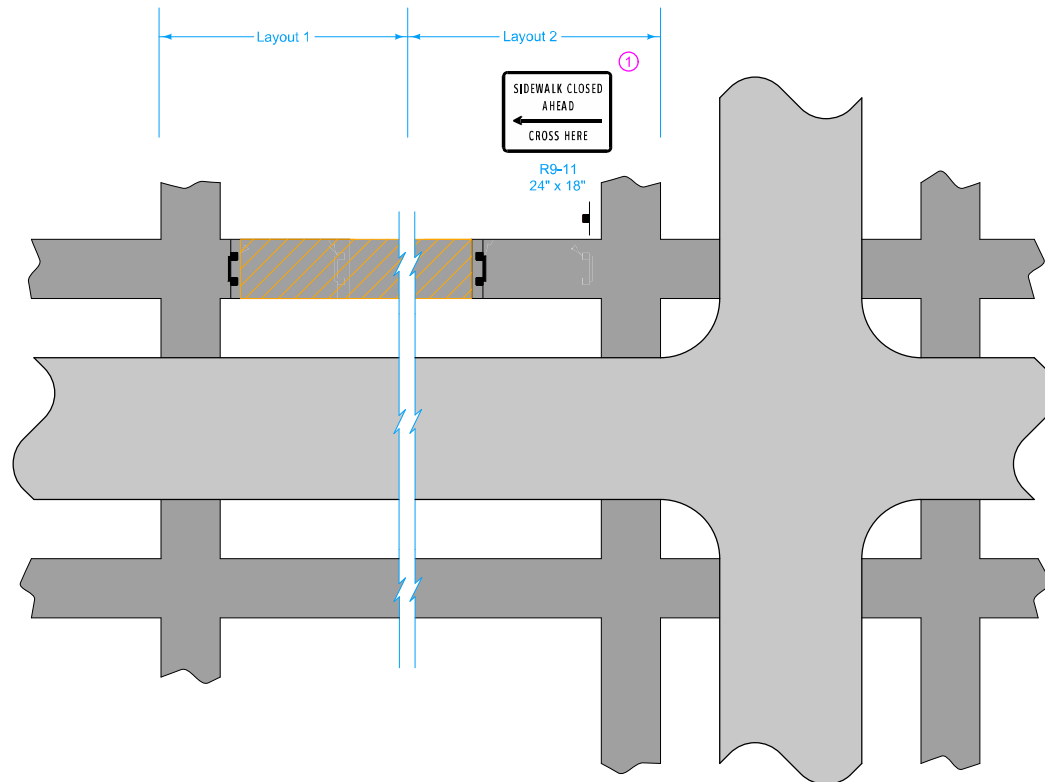
② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:  
Traffic Control

| LEGEND |                      |
|--------|----------------------|
|        | Traffic Sign         |
|        | 42" Channelizer      |
|        | Work Area            |
|        | Direction of Traffic |

| SPEED LIMIT (mph) | A     | B    | C ②    | T    |
|-------------------|-------|------|--------|------|
| 35 or less        | 500'  | 250' | 40'    | 100' |
| 40 - 45           | 700'  | 350' | 80' ①  | 200' |
| 50 or greater     | 1000' | 500' | 100' ① | 200' |

|                                                                                                                     |               |          |
|---------------------------------------------------------------------------------------------------------------------|---------------|----------|
| <br><b>STANDARD ROAD PLAN</b>                                                                                       | REVISION      |          |
|                                                                                                                     | 8             | 04-21-15 |
|                                                                                                                     | <b>TC-202</b> |          |
|                                                                                                                     | SHEET 1 of 1  |          |
| REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version. |               |          |
| APPROVED BY DESIGN METHODS ENGINEER<br>                                                                             |               |          |
| <b>WORK WITHIN 15 FT OF TRAVELED WAY</b>                                                                            |               |          |



① Omit "SIDEWALK CLOSED AHEAD CROSS HERE" (R9-11) sign when closure is at sidewalk intersection as shown in layout 1.

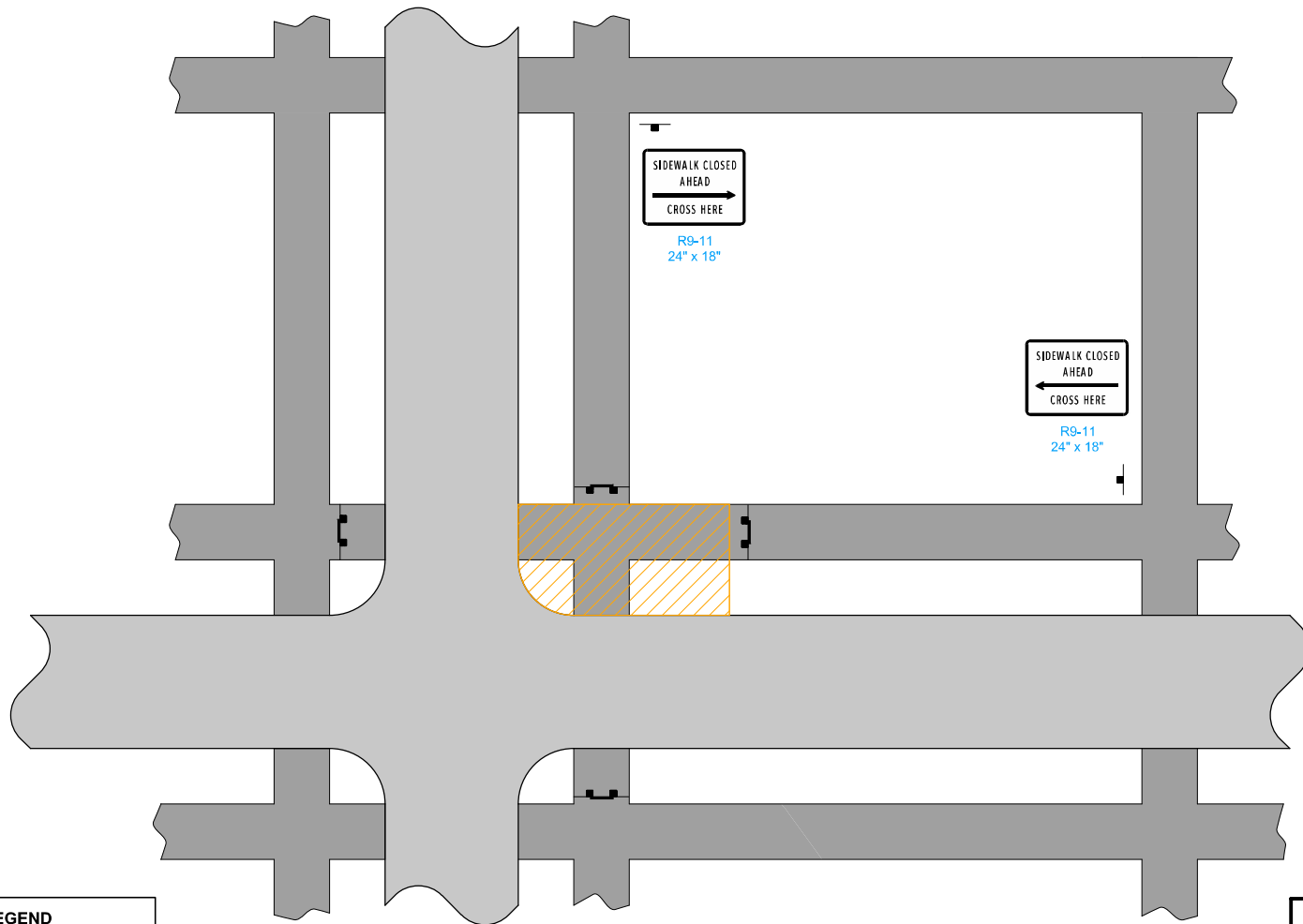
Possible Contract Item:  
Traffic Control

Possible Tabulation:  
113-2

| LEGEND |                         |
|--------|-------------------------|
|        | Roadway                 |
|        | Sidewalk                |
|        | Sign                    |
|        | Pedestrian Path Closure |
|        | Work Area               |

# **MID-BLOCK CLOSURE**

|                                     |               |          |  |  |
|-------------------------------------|---------------|----------|--|--|
|                                     | REVISION      |          |  |  |
|                                     | 1             | 10-15-19 |  |  |
|                                     | <b>TC-601</b> |          |  |  |
|                                     | SHEET 1 of 2  |          |  |  |
| REVISIONS: New Logo.                |               |          |  |  |
|                                     |               |          |  |  |
| APPROVED BY DESIGN METHODS ENGINEER |               |          |  |  |
| <b>PEDESTRIAN DETOUR</b>            |               |          |  |  |



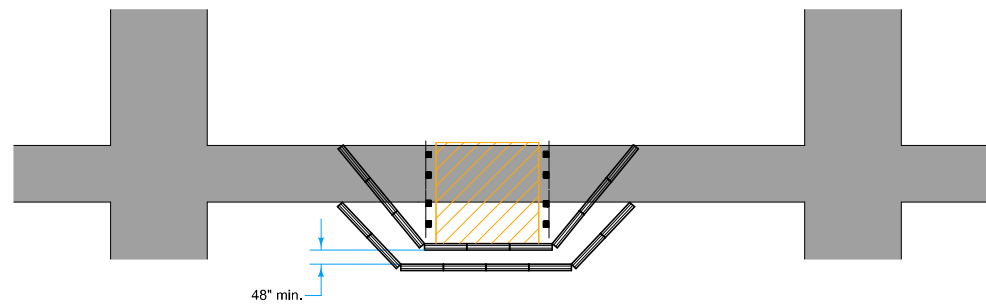
CLOSURE AT INTERSECTION

| LEGEND |                         |
|--------|-------------------------|
|        | Roadway                 |
|        | Sidewalk                |
|        | Sign                    |
|        | Pedestrian Path Closure |
|        | Work Area               |

|                                                                                                       |                           |          |
|-------------------------------------------------------------------------------------------------------|---------------------------|----------|
|  <b>IOWA DOT</b> | REVISION                  |          |
|                                                                                                       | 1                         | 10-15-19 |
|                                                                                                       | <b>STANDARD ROAD PLAN</b> |          |
|                                                                                                       | <b>TC-601</b>             |          |
| REVISIONS: New logo.                                                                                  |                           |          |
|                  |                           |          |
| APPROVED BY DESIGN METHODS ENGINEER                                                                   |                           |          |
| <b>PEDESTRIAN DETOUR</b>                                                                              |                           |          |



Acceptable materials and construction method for Pedestrian Channelizer will be defined in the contract documents. When Temporary Barrier Rail is specified as the Pedestrian Channelizer, [Section 2528](#) of the Standard Specifications applies. For other types of Pedestrian Channelizers, the length of Pedestrian Channelizer installed will be measured in feet. Payment will be at the contract price per linear foot.



Possible Contract Items:

- Pedestrian Channelizer
- Temporary Barrier Rail
- Maintenance of Pedestrian Traffic

Possible Tabulation:

[113-3](#)

| LEGEND |                        |
|--------|------------------------|
|        | Sidewalk               |
|        | Direction of Traffic   |
|        | Work Area              |
|        | Type III Barricade     |
|        | Pedestrian Channelizer |

|                                                                                                       |                    |          |
|-------------------------------------------------------------------------------------------------------|--------------------|----------|
|  <b>IOWA DOT</b> | REVISION           |          |
|                                                                                                       | 1                  | 10-15-19 |
|                                                                                                       | TC-602             |          |
|                                                                                                       | SHEET 1 of 1       |          |
|                                                                                                       | STANDARD ROAD PLAN |          |
| REVISIONS: New logo.                                                                                  |                    |          |
|                  |                    |          |
| APPROVED BY DESIGN METHODS ENGINEER                                                                   |                    |          |
| SIDEWALK DIVERSION                                                                                    |                    |          |

## City of Newton Council Report



### Item:

Resolution amending Resolution 2024-319 and awarding the purchase of firefighter's personal protective equipment

### Summary:

Resolution to purchase firefighter's personal protective equipment including dual certified wildland and extrication gear.

### Financial Impact:

A total of \$6,480.60 to be paid from the Jasper Community Foundation grant, from the United Auto Workers of Newton, and Fire Department budget.

**Report Number:** 2024-1014

### Date:

October 21, 2024

### Lead Department:

Fire

### Recommendation:

Approve

### Background:

The Fire Department equips their firefighters with personal protective equipment that provides protection from firefighting hazards. This project is to purchase turnout gear that is dual certified for wildland firefighting and extrication operations. This gear is much lighter weight than regular turnout gear and reduces the strain on firefighters while fighting grass fires or extrication operations.

Captain Ryan Volk brought this project forward and acquired a grant from the Jasper Community Foundation in the amount of \$5,000. In addition, the Fire Department received a donation from the United Auto Workers of Newton in the amount of \$1,000. The remaining \$480.60 and shipping costs will be paid for from the Fire Department Budget.

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

| <u>Company</u>                         | <u>Quote</u>        |
|----------------------------------------|---------------------|
| <i>Firefighter Dual Certified Gear</i> |                     |
| Conway Shield                          | \$ 655.00 per set   |
| Enviro Safety (Internet)               | \$ 729.48 per set   |
| MacQueen Fire Equipment                | \$ 823.00 per set   |
| Feld Fire Equipment                    | \$ 850.00 per set   |
| Fire Safety USA                        | \$ 1,175.00 per set |
| <br>                                   |                     |
| <u>Company</u>                         | <u>Quote</u>        |
| <i>Rescue Helmets</i>                  |                     |
| Amazon                                 | \$ 73.20 each       |
| Enviro Safety (Internet)               | \$ 131.79 each      |
| Feld Fire Equipment                    | \$ 160.00 each      |
| MacQueen Fire Equipment                | \$ 169.00 each      |

### Recommendation:

City Staff recommends Council award the purchase of firefighter's personal protective equipment to Conway Shield of New Berlin, Wisconsin for the purchase of nine (9) sets of firefighter PPE in the amount of \$ 5,895.00 and to Amazon Web Services of the Internet for eight (8) rescue helmets in the amount of \$ 585.60; for a grand total of \$6,480.60. Grant funds from the Jasper Community

Foundation in the amount of \$5,000 and a donation of \$1,000 from the United Auto Workers (UAW) of Newton will be utilized to pay for the purchase. The additional \$480.60 and shipping costs will be paid from the Fire Department budget.

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 larger, more prominent script than the last name "Muckler".

Matt Muckler, City Administrator

**RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION AMENDING RESOLUTION 2024-319 AND AWARDING THE PURCHASE OF FIREFIGHTER’S PERSONAL PROTECTIVE EQUIPMENT**

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

**WHEREAS**, fire department staff have requested purchasing lighter weight personal protective equipment dual certified for wildland and extrication operations use; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the bids firefighter’s personal protective equipment be accepted from Conway Shield of New Berlin, WI for the purchase of nine (9) sets dual certified wildland turn out gear in the amount of \$ 5,895.00 and from Amazon Web Services of the internet for the purchase of eight (8) rescue helmets in the amount of \$ 585.60; for a grand total of \$ 6,480.60.

**BE IT FURTHER RESOLVED**, the total purchase of six-thousand four-hundred eighty dollars and sixty cents (\$ 6,480.60) for the firefighter’s personal protective equipment project, is hereby approved. The project cost will be paid from the proceeds of the Jasper Community Foundation grant of \$5,000, a donation from the United Auto Workers (UAW) of \$1,000 and Fire Department budget for \$480.60.

**PASSED** this \_\_\_\_\_ day of October 2024.

**APPROVED** this \_\_\_\_\_ day of October 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

| Vendor                                 | Department                          | Description | Amount        |
|----------------------------------------|-------------------------------------|-------------|---------------|
| Acushnet Company                       | Golf                                | Merchandise | \$ 861.48     |
| Air Products and Chemicals Inc         | Water Treatment Plant               | Supplies    | \$ 3,922.28   |
| Alliant Energy/IPL                     | All                                 | Service     | \$ 101,615.85 |
| Amazon Capital Service                 | All                                 | Supplies    | \$ 834.29     |
| Armor Electric                         | Water Pollution Control             | Supplies    | \$ 3,980.43   |
| Arrowhead Forensics                    | Police                              | Supplies    | \$ 113.05     |
| Ascensus Holdings Inc                  | Administration                      | Service     | \$ 1,000.00   |
| ATC Group Service LLC                  | D&D                                 | Service     | \$ 3,560.00   |
| Axon Enterprise Inc                    | Police                              | Supplies    | \$ 62.60      |
| Badger Meter                           | Water Distribution                  | Supplies    | \$ 35.52      |
| Beck, David                            | Fire                                | Reimb       | \$ 3,567.68   |
| Berens-Tate Consulting Group           | Water Pollution Control             | Service     | \$ 3,000.00   |
| Bing Bang                              | Community Marketing                 | Service     | \$ 3,825.00   |
| Bituminous Materials & Supply          | Street                              | Supplies    | \$ 561.83     |
| Bolton & Menk Inc                      | All                                 | Service     | \$ 15,762.75  |
| Bonnie's Barricades Inc                | Executive                           | Service     | \$ 1,377.50   |
| Bound Tree Medical LLC                 | Fire                                | Supplies    | \$ 662.82     |
| Brick Gentry P.C.                      | Legal Service                       | Service     | \$ 21,316.42  |
| Caldwell Brierly & Chalupa PLLC        | D&D                                 | Service     | \$ 1,419.00   |
| Card Service                           | All                                 | Service     | \$ 2,422.40   |
| Carolina Software                      | Landfill                            | Service     | \$ 1,656.20   |
| Central Iowa Distributing Inc          | Water Pollution Control             | Supplies    | \$ 99.00      |
| Chem-Sult Inc                          | Water Treatment Plant               | Supplies    | \$ 1,375.00   |
| Cintas                                 | Street                              | Supplies    | \$ 915.17     |
| Cline Tool                             | Water Distribution                  | Supplies    | \$ 732.76     |
| Consolidated Electrical Distributor    | Water Treatment Plant               | Supplies    | \$ 795.80     |
| Continental Research                   | City Garage                         | Supplies    | \$ 340.93     |
| Costa Oil Newton                       | Fire                                | Service     | \$ 80.85      |
| Crum, Joe                              | Fire                                | Reimb       | \$ 11,000.00  |
| D & K Products                         | Cemetery                            | Supplies    | \$ 887.50     |
| Dannen, Ryan                           | D&D                                 | Service     | \$ 1,292.00   |
| Dinges Fire Company                    | Fire                                | Supplies    | \$ 298.56     |
| DMACC - Ankeny Campus                  | All                                 | Utilities   | \$ 1,895.75   |
| Dodd Trash Hauling & Recycling         | Cemetery/Garbage                    | Service     | \$ 2,095.78   |
| Electric Pump                          | Water Pollution Control             | Supplies    | \$ 468.29     |
| ESRI                                   | All                                 | Service     | \$ 1,625.00   |
| EZ Lease                               | Fire/Water Pollution Control        | Service     | \$ 251.01     |
| Fareway                                | All                                 | Supplies    | \$ 105.18     |
| Fire Service Training Bureau           | Fire                                | Service     | \$ 100.00     |
| Forbes Office Solutions                | All                                 | Supplies    | \$ 832.01     |
| Four Points Golf Cars                  | Golf                                | Supplies    | \$ 75.79      |
| FOX Strand                             | WPC RESO 2020-267/268 RESO 2024-298 | Service     | \$ 25,388.00  |
| Front Line Therapy LLC                 | Police                              | Service     | \$ 800.00     |
| Galls LLC                              | Fire                                | Supplies    | \$ 92.66      |
| Garcia, Jose                           | Police                              | Reimb       | \$ 42.59      |
| George, Evelyn                         | Executive                           | Reimb       | \$ 637.41     |
| Gilbert Lawn Care and Snow Removal LLC | Library                             | Service     | \$ 822.00     |
| Good Neighbor Fencing                  | Water Pollution Control             | Service     | \$ 3,000.00   |
| Grainger Inc                           | City Garage/Landfill                | Supplies    | \$ 219.19     |
| Gralnek-Dunitz                         | Water Pollution Control             | Supplies    | \$ 48.50      |
| Gregg Young Auto Center                | Police/Water Distribution           | Service     | \$ 666.01     |
| Groet, Mackenzie                       | Utility Billing                     | Refund      | \$ 7.85       |
| Hach Co                                | Water Treatment Plant               | Supplies    | \$ 89.25      |
| Harris Golf Cars                       | Golf                                | Equipment   | \$ 11,100.00  |
| Hartgers, Ashton                       | Landfill                            | Reimb       | \$ 32.00      |
| Hartgers, Justin                       | Landfill                            | Reimb       | \$ 36.00      |

|                                        |                                     |          |              |
|----------------------------------------|-------------------------------------|----------|--------------|
| Hawkeye Lock & Security                | Police                              | Service  | \$ 89.00     |
| Hawkins Water Treatment                | Water Treatment Plant/WPC           | Supplies | \$ 7,587.50  |
| Henderson Products Inc                 | Snow Removal                        | Supplies | \$ 983.37    |
| Henninger, William                     | Utility Billing                     | Refund   | \$ 8.16      |
| HLW Engineering Group                  | Landfill                            | Service  | \$ 2,825.50  |
| Hy-Vee Inc                             | Fire                                | Supplies | \$ 20.17     |
| I & S Group Inc                        | Golf Clubhouse                      | Service  | \$ 44,404.82 |
| IA Dept of Ag & Land Stewardship       | Landfill                            | Service  | \$ 84.00     |
| ICMA                                   | Executive                           | Service  | \$ 992.13    |
| IMWCA                                  | All                                 | Service  | \$ 21,927.00 |
| Interstate All Battery Center          | Fire                                | Supplies | \$ 99.75     |
| Iowa Department of Transportation      | Street                              | Training | \$ 120.00    |
| Iowa Dept of Natural Resources         | Landfill                            | Service  | \$ 26,908.93 |
| Iowa League of Cities                  | Finance                             | Service  | \$ 150.00    |
| Iowa Plains Signing Inc                | Water Distribution                  | Supplies | \$ 1,700.00  |
| Iowa Prison Industries                 | Police/Cemetery                     | Supplies | \$ 1,519.73  |
| Iowa State University                  | Street                              | Supplies | \$ 110.00    |
| Jahlas, Stacy                          | Utility Billing                     | Refund   | \$ 21.95     |
| Jasper Construction Service            | Water Distribution                  | Supplies | \$ 222.12    |
| Jasper County Homeland Security        | Fire                                | Service  | \$ 23,640.00 |
| Jasper County Recorder                 | Economic Development                | Service  | \$ 132.00    |
| JETCO Inc                              | Water Treatment Plant/WPC           | Service  | \$ 11,224.75 |
| Johnson Controls Security Solutions    | Water Treatment Plant               | Service  | \$ 676.46    |
| Key Cooperative                        | All                                 | Supplies | \$ 12,989.52 |
| KNIA-KRLS                              | Fire                                | Service  | \$ 99.75     |
| Logan Contractors Supply               | Street                              | Supplies | \$ 3,579.00  |
| L-Tron Corp                            | Police                              | Supplies | \$ 1,242.00  |
| Lyman, Rick                            | D&D                                 | Service  | \$ 1,953.50  |
| Lynnville Repair Inc                   | Fire                                | Service  | \$ 2,153.82  |
| Magnum Automotive                      | Police/Fire                         | Service  | \$ 529.27    |
| Manatts - D.M.                         | All                                 | Supplies | \$ 8,034.75  |
| Martin Marietta Materials              | All                                 | Supplies | \$ 4,004.04  |
| McCall Monument                        | Cemetery                            | Supplies | \$ 50.00     |
| McClure, Wyatt                         | Fire                                | Reimb    | \$ 9,990.59  |
| Menards - Marshalltown                 | Fire                                | Supplies | \$ 157.52    |
| Menards-Altoona                        | Water Treatment Plant/Fie           | Supplies | \$ 246.99    |
| MercyOne DSM Medical Ctr-Financial Ops | Fire                                | Supplies | \$ 567.53    |
| MercyOne Occupational Health Clinic    | Fire                                | Service  | \$ 980.00    |
| Metering and Technology Solutions      | Water Treatment Plant RESO 2024-231 | Supplies | \$ 47,580.76 |
| Metro Waste Authority                  | Landfill                            | Service  | \$ 9,131.81  |
| Microbac Laboratories Inc              | Landfill                            | Service  | \$ 12,769.09 |
| Mississippi Lime Company               | Water Treatment Plant               | Supplies | \$ 38,366.49 |
| Morgan, Matt                           | Police                              | Service  | \$ 200.00    |
| MTI Distributing Inc                   | Golf                                | Supplies | \$ 2,072.03  |
| Municipal Supply Inc                   | Water Distribution RESO 2024-231    | Supplies | \$ 37,772.94 |
| NAPA Auto Parts                        | All                                 | Supplies | \$ 2,627.55  |
| News Printing Company                  | All                                 | Service  | \$ 1,214.11  |
| Newton Classic Car Wash                | Police                              | Service  | \$ 579.75    |
| Newton Community School                | Police                              | Service  | \$ 28.50     |
| Niemann Ace Hardware 650               | All                                 | Supplies | \$ 868.86    |
| O'Reilly Auto Parts                    | Water Distribution                  | Supplies | \$ 29.98     |
| Parkview Animal Hospital               | Animal Control                      | Service  | \$ 3,641.00  |
| Pease, Jovie                           | Police                              | Service  | \$ 100.00    |
| Per Mar Security Service               | Landfill                            | Service  | \$ 124.80    |
| Phelps Uniform Specialists             | All                                 | Service  | \$ 253.00    |
| Pitney Bowes                           | All                                 | Supplies | \$ 182.58    |
| Pomp's Tire Service                    | Fire                                | Service  | \$ 587.50    |
| Premier Office Equipment               | Utility Billing/Police              | Service  | \$ 378.88    |
| Quill Corporation                      | All                                 | Supplies | \$ 61.62     |
| R J Thomas Mfg Co Inc                  | Parks                               | Supplies | \$ 1,481.00  |
| Ray, Randy                             | Police                              | Service  | \$ 846.00    |

|                                         |                                            |               |                       |
|-----------------------------------------|--------------------------------------------|---------------|-----------------------|
| Reed, Andrew                            | Fire                                       | Reimbursement | \$ 11,000.00          |
| Reeves Heating & Cooling                | City Center                                | Service       | \$ 361.32             |
| Riggs Printing Inc                      | Water Pollution Control                    | Service       | \$ 175.00             |
| Ryan's Tire & Auto                      | City Garage                                | Supplies      | \$ 1,072.00           |
| Schimberg Co                            | Water Treatment Plant                      | Supplies      | \$ 461.36             |
| Sign Pro                                | Police                                     | Service       | \$ 350.00             |
| Smith Quality Rental                    | Golf                                       | Rental        | \$ 250.00             |
| Spahn & Rose Lumber Co                  | All                                        | Supplies      | \$ 428.98             |
| Sparks, Kim                             | Utility Billing                            | Refund        | \$ 72.29              |
| Springer Professional Home Service      | City Center                                | Service       | \$ 128.70             |
| State Hygienic Laboratories             | Water Distribution                         | Service       | \$ 21.00              |
| Streichers                              | Police                                     | Supplies      | \$ 1,533.90           |
| T2 Systems Inc                          | Police                                     | Service       | \$ 37.35              |
| Taylor, Kyle                            | Fire                                       | Reimbursement | \$ 158.11             |
| Thatcher Auto Center                    | Golf                                       | Supplies      | \$ 350.00             |
| The Door Doctor                         | Airport                                    | Service       | \$ 300.00             |
| The Police and Sheriffs Press           | Police                                     | Supplies      | \$ 17.60              |
| Theisen's                               | Water Pollution Control                    | Supplies      | \$ 590.06             |
| Town & Country Sanitary Service         | Water Treatment Plant                      | Service       | \$ 760.00             |
| Town & Country Wholesale Co             | Golf                                       | Concessions   | \$ 447.83             |
| Truck Equipment                         | Water Distribution/RESO 2024-147           | Service       | \$ 21,616.00          |
| Two Rivers Cooperative                  | All                                        | Supplies      | \$ 8,415.28           |
| United States Treasury                  | Water Pollution Control                    | Service       | \$ 319.62             |
| Unity Point Clinic                      | Utility Billing                            | Service       | \$ 42.00              |
| Utility Equipment Co                    | Water Pollution Control/Water Distribution | Supplies      | \$ 2,863.90           |
| Van Diest Supply Co                     | All                                        | Supplies      | \$ 4,585.00           |
| Van Wall Equipment                      | Parks                                      | Supplies      | \$ 108.96             |
| Vance, Amanda                           | Utility Billing                            | Refund        | \$ 24.58              |
| Veenstra & Kimm Inc                     | Building                                   | Service       | \$ 6,113.00           |
| Vermeer Sales                           | Water Distribution                         | Supplies      | \$ 1,308.37           |
| Warnick Mechanical                      | City Center                                | Service       | \$ 73.50              |
| Waste Solutions of Iowa                 | Parks                                      | Service       | \$ 163.00             |
| Wendling Quarries Inc                   | Golf                                       | Supplies      | \$ 1,328.47           |
| Westrum Leak Detection/Troy Westrum Inc | Water Distribution RESO 2022-338           | Service       | \$ 5,900.00           |
| White Cap L P                           | Community Beautification                   | Supplies      | \$ 1,025.00           |
| Windstream Communications LLC           | Utility Billing                            | Service       | \$ 85.00              |
| Winther, Oliva & Camden                 | Utility Billing                            | Refund        | \$ 17.29              |
| Woodruff Construction LLC               | Water Pollution Control                    | Service       | \$ 619,325.14         |
| Xerox Corporation                       | Water Treatment Plant                      | Service       | \$ 45.58              |
| Ziegler Inc                             | Water Treatment Plant                      | Service       | \$ 28,635.61          |
| Zoll                                    | Fire                                       | Supplies      | \$ 1,687.56           |
| <b>Total</b>                            |                                            |               | <b>\$1,314,927.17</b> |

#### **Pre-Authorized Payments**

|                                  |                     |                   |               |
|----------------------------------|---------------------|-------------------|---------------|
| AT&T Mobility                    | Police/Landfill     | Service           | \$ 443.95     |
| Best Midwest LLC                 | North Central TIF   | RESO 2024-328     | \$ 1,240.00   |
| Black Hills Energy               | All                 | Utilities         | \$ 118.42     |
| Caldwell Brierly & Chalupa Trust | Fairmeadows TIF     | RESO 2024-302     | \$ 49,712.17  |
| CRH Properties LLC               | North Central TIF   | RESO 2024-327     | \$ 1,198.00   |
| Doll Distributing LLC            | Golf                | Concessions       | \$ 274.40     |
| GG 115 LLC                       | North Central TIF   | RESO 2024-326     | \$ 3,216.00   |
| Gregg Young Auto Center          | All                 | RESO 2024-263     | \$ 45,980.00  |
| Hentsch, Carl                    | North Central TIF   | RESO 2023-274     | \$ 956.62     |
| IA Dept of AG & Land Stewardship | Animal Control      | Service           | \$ 75.00      |
| Kirk, Kenneth                    | Housing Demolitions | RESO 2024-180     | \$ 17,800.00  |
| Lanphier Excavating LLC          | Storm Water         | RESO 2024-167/266 | \$ 651.11     |
| Law Enforcement Targets Inc.     | Police              | Supply            | \$ 404.15     |
| McAninch Corporation             | Fairmeadows TIF     | RESO 2023-242     | \$ 223,908.66 |
| Newton Elite Properties LLC      | 1st Ave E TIF       | RESO 2024-329     | \$ 4,816.00   |

|                        |                   |               |             |
|------------------------|-------------------|---------------|-------------|
| Nguyen, Ella           | North Central TIF | RESO 2024-274 | \$ 1,607.00 |
| Terlouw, Marilyn       | North Central TIF | RESO 2024-274 | \$ 1,571.25 |
| Torres, Shane          | North Central TIF | RESO 2023-151 | \$ 284.50   |
| United States Cellular | All               | Service       | \$ 2,091.43 |
| Verizon Wireless       | Disaster Service  | Servie        | \$ 35.01    |
| Windstream             | All               | Service       | \$ 2,127.67 |

**Total:** **\$ 358,511.34**

**ACH Payments from Great Southern Bank**

|                        |                 |           |               |
|------------------------|-----------------|-----------|---------------|
| Advantage Credit Union | All             | Insurance | \$ 14,040.00  |
| Bank Iowa              | All             | Insurance | \$ 3,645.00   |
| Kabel                  | All             | Insurance | \$ 50.00      |
| GEMT                   | Fire            | Fees      | \$ 11,519.62  |
| Self Funded Insurance  | All             | Insurance | \$ 94,829.72  |
| Payroll 9-13-24        | All             | Payroll   | \$ 541,579.11 |
| Payroll 9-27-24        | All             | Payroll   | \$ 511,403.62 |
| Mutual of Omaha        | All             | Insurance | \$ 4,810.54   |
| Great Southern Bank    | Golf            | Fees      | \$ 1,825.02   |
| Wellmark Dental        | All             | Insurance | \$ 12,578.86  |
| State of Iowa          | General         | Sales Tax | \$ 8,697.79   |
| Lambs Grove            | Utility Billing | Fees      | \$ 2,686.60   |
| Wet Tax                | Utility Billing | Tax       | \$ 10,581.80  |
| Returned ACH Fees      | Utility Billing | Charges   | \$ 1,072.73   |
| GILA - Fees            | Utility Billing | Fees      | \$ 622.36     |
| Returned Check Fees    | Utility Billing | Fees      | \$ 90.10      |

**Total:** **\$ 1,220,032.87**



## City of Newton Council Report

**Item:**

Public Hearing on an Ordinance Amending the City of Newton Official Zoning Map for the east 1,350 feet of Parcel #0826200003 (south side of the 2300–2400 blocks of N. 19th Ave. E.) from A-1: Agricultural to I-L: Light Industrial

**Summary:**

The applicant has requested a rezoning of the subject property to accommodate future industrial development.

**Financial Impact:**

None.

**Report Number:** 2024-906

**Date:**

October 21, 2024

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

The primary motivation behind this rezoning application is to allow for the future development of the above parcel and the neighboring parcels to the West that are already zoned I-L. According to the applicant -

1. The request to rezone is to make the whole property consistent and available for future industrial development. There is very little land zoned I-L: Light Industrial available in Newton. Much of the Newton I-L land has been purchased as/or is being developed at this time. Newton needs more I-L land for future development.
2. The parcel is subject to a Letter of Interest that is contingent upon this rezoning request. Development of the parcel may include a 70,000 SF to 100,000 SF building, and exterior storage of equipment and supplies. Said exterior storage area(s) will be subject to screening requirements as per the Zoning code. This potential development will create an estimated 8-10 jobs as well.

The subject property is contiguous to the adjacent industrial park and I-L zoning to the west, and it is also directly adjacent to designated truck routes, so it could be a natural expansion of industrial uses in the area. The subject property is outlined in the zoning map clipping provided. That image shows that the subject property is currently zoned A-1 Agricultural. Surrounding properties include I-L Light Industrial undeveloped land and uses such as storage, warehouses, and offices to the west; residential, agricultural and agricultural storage to the south; and agricultural uses to the east and north.



## **Planning and Zoning Commission Review**

At their meeting on October 1, 2024, the Planning and Zoning Commission reviewed the proposed rezoning. During the discussion Planning and Zoning Commissioners discussed the comprehensive plan, community needs, and community growth. Space within the existing industrial areas is dwindling. The Commission noted that the extension of the I-L zoning does not constitute spot zoning as it is a continuation of an existing I-L area.

The property owner of 1420 East 19th Street North (Ms. Stock) attended the meeting and expressed concern of impact to her family farm, concerned about flooding and concerned about future land value. Any new development is required to meet storm water detention requirements- which means water cannot leave the site at a greater volume or velocity than pre-development conditions. Additionally, the grades of the properties are such that water run-off from the rezoned area likely would not impact 1420 East 19th Street North.

The Commission has recommended approval of the rezoning.

## **Recommendation:**

Staff finds that this rezoning request aligns with the spirit and intent of the adopted comprehensive plan and the zoning ordinance. The proposed zoning will be compatible with pre-existing, surrounding uses in the area, and it should not negatively impact residential properties nearby considering distances and City Code requirements for development, including storm water management and screening requirements. This map amendment would appropriately accommodate the future development of the subject property which has been used for agricultural purposes for decades, and it will serve as a natural expansion to Newton's Industrial Park.

The property owner requested the City Council to consider waiving the second and third readings.

Staff recommends approval of this ordinance.

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

Matt Muckler, City Administrator

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY OF NEWTON OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT PARCEL 0826200003, ALONG THE SOUTH SIDE OF NORTH 19<sup>TH</sup> AVENUE EAST IN THE 2300-2400 BLOCKS, FROM A-1: AGRICULTURAL TO I-L: LIGHT INDUSTRIAL

WHEREAS, the Planning and Zoning Commission reviewed the zoning map amendment at their October 1, 2024, regular meeting and unanimously recommend approval; and

WHEREAS, the rezoning of property located at Parcel #0826200003, along the south side of North 19<sup>th</sup> Avenue East in the 2300-2400 blocks, does not constitute spot zoning considering the contiguous connection to the west; and

WHEREAS, said rezoning is supported by *Envision Newton 2042*, Newton’s Comprehensive Plan.

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

**Section 1. Zoning Classification.** The zoning classification of the following described property lying, being and situated in the City of Newton, County of Jasper and State of Iowa to wit:

THE EAST SIXTY-ONE ACRES IN EQUAL WIDTH OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-SIX, TOWNSHIP EIGHTY NORTH, RANGE NINETEEN WEST OF THE FIFTH P.M., JASPER COUNTY, IOWA.

is hereby established to be zoned I-L: Light Industrial.

**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 after the final passage, approval, and publication as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Third consideration of an Ordinance Amending 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 21, 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:**

Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 300-700 blocks 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 21, 2024

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

The City received safety concerns from citizens regarding street parking in the 300-700 blocks 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

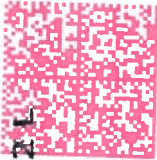
101 W. 4<sup>th</sup> St. S.

Newton, IA 50208

Newton Police Department

101 W. 4<sup>th</sup> St. S.

Newton, IA 50208



DES MOINES IA 500

24 JUL 2024 PM 4 L



Newton Police Department

101 W. 4<sup>th</sup> St. S.

Newton, IA 50208

DES MOINES IA 500

24 JUL 2024 PM 2 L



Newton Police Department

101 W. 4<sup>th</sup> 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 10<sup>th</sup> St S

Prefer to see speed limit signs and  
speed enforcement moving patrols  
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 roaming stop sign @  
E 5th & 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 10<sup>th</sup> 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. 4<sup>th</sup> St. S.**  
**Newton, IA 50208**



**Newton Police Department**  
**101 W. 4<sup>th</sup> 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 10<sup>th</sup> ST S

11<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> St S

the family are still living in shed  
in back yes 429 E 10<sup>th</sup> 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 10<sup>th</sup> 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. 4<sup>th</sup> St. S.  
Newton, IA 50208



DES MOINES IA 500  
22 JUL 2024 PM 2 L



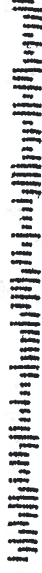
Newton Police Department  
101 W. 4<sup>th</sup> St. S.  
Newton, IA 50208



DES MOINES IA 500  
24 JUL 2024 PM 4 L



Newton Police Department  
101 W. 4<sup>th</sup> St. S.  
Newton, IA 50208



DES MOINES IA 500  
24 JUL 2024 PM 4 L



Newton Police Department  
101 W. 4<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> St S

Great idea!

DES MOINES IA 500

22 JUL 2024 PM 2 L



Newton Police Department

101 W. 4<sup>th</sup> St. S.

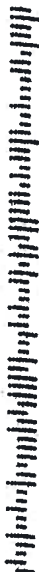
Newton, IA 50208



Newton Police Department

101 W. 4<sup>th</sup> St. S.

Newton, IA 50208



DES MOINES IA 500

25 JUL 2024 PM 2 L



Newton Police Department

101 W. 4<sup>th</sup> St. S.

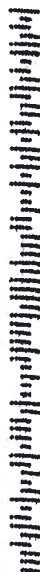
Newton, IA 50208



Newton Police Department

101 W. 4<sup>th</sup> 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 10<sup>th</sup> 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: 523 E 10<sup>th</sup> 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: 615 E 10<sup>th</sup> 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: 614 E 10<sup>th</sup> 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 (1<sup>st</sup> Street N and N 3<sup>rd</sup> Ave E) and previous school traffic patterns (E 3<sup>rd</sup> 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 12<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> Avenue E between E 5<sup>th</sup> Street and E 15<sup>th</sup> Street.

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

## City of Newton Council Report

**Item:**

Third consideration of an Ordinance Amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 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 21, 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 sides of the 4300 block of S. 15th Ave. E. from 300 feet west of the west curb line of Iowa Speedway Drive.

Casey's 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:**

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 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 21, 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:**

First consideration of an Ordinance Amending Various Sections of the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90 "Animals"

**Summary:**

Update Code of Ordinances to reflect City Staff's responsibility for animal control and housing

**Financial Impact:**

N/A

**Report Number:** 2024-992**Date:**

October 21, 2024

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

The City was recently notified by Parkview Animal Hospital that they would be dissolving the animal housing agreement effective October 15, 2024. In response to this, the City Council approved the purchase of an animal control facility in order to bring animal housing in-house and have City staff in the Police Department's Code Enforcement Division handle animal control and housing activities. In order to bring animal control housing in-house, there is a need to update the City's ordinances in order to align with practices and procedures that will be carried out by City staff.

The proposed ordinance amends or updates several sections of the City's animal ordinance. The following changes are proposed:

- 90.16 Quarantine: Updates language to the quarantine section to more broadly describe an injury and removes reference to a "contracted" animal control facility.
- 90.30 When Required: This section refers to when impounds are required. The update specifies procedures for cats and provides a definition for when notice is delivered to owners of impounded dogs. The City has not picked up cats since JCARL closed, but does so for sick/injured cats or those with other health and safety risks.
- 90.31 Fees: The update adds pigs to the list of animals subject to impoundment fees and removes references to "contracted" animal control facility.
- 90.32 Period Dogs Required to be Kept: The update removes previous code language and implements new language stemming from a recent Iowa case law that allows unidentified dogs to be kept for no less than 3 days instead of the current 7 days. This would reduce the amount of time a portion of the impounded dogs stay in a facility and allow the City to transfer these dogs for adoption sooner, thus reducing costs and stress on the animal.
- 90.34 Redemption of Unlicensed Dogs and Cats: The update adds that other vaccinations may be required to be given to a dog prior to redemption as required by State Code.
- 90.54 Exceptions: Consequences of Determinations: This section is part of the vicious, dangerous and problematic dog code. The updated language updates procedures for quarantine and adds animal control facility as an option for a quarantine location.

City staff would recommend City Council consider waiving the 3rd reading and adopting this ordinance on or before November 4, 2024, allowing for publication and implementation prior to the expected opening date of the City's animal control facility in mid-November.

**Recommendation:**

Staff recommends approval of this 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 VARIOUS SECTIONS OF THE CODE OF ORDINANCES, CITY OF  
NEWTON, IOWA, 2016, TITLE IX, CHAPTER 90, "ANIMALS"**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWTON DOES ORDAIN AS  
FOLLOWS:**

**Section 1.** The Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90, "Animals" is hereby amended by adding or deleting the following:

**§ 90.16 QUARANTINE.**

Except as otherwise outlined in this chapter, the Chief of Police or the Chief's designee shall cause a dog or cat to be quarantined or placed in a secure area for observation for a minimum period of ten days when any such dog or cat has bitten or caused ~~any skin abrasion~~ injury upon any person. If the animal is placed in isolation, the owner shall be required to pay the impounding fee and fee for food and care provided for in this chapter, and if the owner fails to pay the fees at the end of the period of isolation as directed by the Chief of Police, the animal may be humanely disposed of by a licensed veterinarian. If the dog or cat that has bitten someone or caused ~~any skin abrasion~~ injury upon any person is unclaimed or the owner is unknown, then it shall be held in isolation, at the direction of the Chief of Police, by ~~the contracted~~ an animal control facility for observation not less than ten days and then humanely disposed of by said facility or designee.

**§ 90.30 WHEN REQUIRED.**

It shall be the duty of the Police Department or any entity under contract with the city to cause to be collected and impounded any licensed or unlicensed dog, cat or pig which is not currently licensed and vaccinated found to be at large in the city at any time, unless the responsible party for the animal can be served a municipal infraction and the officer believes the impoundment is not warranted. When such dog or ~~cat or~~ pig has been apprehended and impounded, written notice shall be given to the owner of such within two working days, if such owner's name and address appear on the dog's ~~or cat's~~ collar or can be otherwise found. Cats will only be impounded in cases of animal welfare, which may include cats that are sick, injured or pose a health and safety risk to the public. Cats will be transferred to a shelter, rescue or humanely euthanized within 24 hours of impound.

For the purpose of this section, notice is delivered when the city mails the notice, which may be by regular mail.

**§ 90.31 FEES.**

An impoundment fee and a fee to cover the cost of food and care during impoundment for each dog, cat or pig and ~~cat~~ impounded shall be ~~allowed as set by the contracted animal control facility and approved by the City Council.~~

**§ 90.32 PERIOD DOGS AND CATS REQUIRED TO BE KEPT.**

~~If the owner of a dog or cat impounded hereunder does not redeem the dog within seven days or the cat within three days of the date of the notice, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with the law. If the owner of a dog impounded cannot be located within seven days or a cat within three days, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with the law.~~

All dogs found without a license, collar engraving, microchip or similar owner identification shall be kept for not less than three days after being impounded unless redeemed sooner by the owner in accordance with this ordinance. Dogs with identification shall be kept for not less than seven days after being impounded unless redeemed sooner by the owner. On expiration of the impoundment period, a dog shall be deemed abandoned and may be transferred to a shelter facility, rescue, humanely destroyed or otherwise disposed of in accordance with the law.

**§ 90.34 REDEMPTION OF UNLICENSED DOGS AND CATS.**

(A) The owner of an impounded unlicensed dog or cat may claim and redeem such dog or cat upon payment of an impounding fee, plus the fee for costs of food and care and purchase of proper license for such animal.

(B) If the dog or cat does not have a current rabies vaccination, the owner is required to obtain such vaccination before the animal leaves the animal control facility. Other vaccinations may be required in accordance with the law.

**§ 90.54 EXCEPTIONS; CONSEQUENCES OF DETERMINATIONS.**

(A) No dog shall be declared a vicious, dangerous or problematic dog if the dog threatened, injured, or damaged a person or domestic animal because it was provoked by that person or animal. For purposes of this section, any attack by an animal or physical injury caused by an animal shall be considered

provoked if at the time the attack occurs or the injury is inflicted: (1) the person or animal who was attacked or injured was teasing, tormenting, abusing, or assaulting the animal; (2) the animal was protecting a person, itself, its young, or another domestic animal from an attack by a human being or another animal; or (3) the person who was attacked or injured was committing a crime on the property or was attempting to commit a crime or violating or attempting to violate a statute or ordinance which protects person or property of the animals responsible party or (4) the animal was being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(B) (1) If the Police Chief or his or her designee determines that a dog is a problematic dog under § 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(2) ~~In most cases, the~~ The Police Chief or his or her designee shall cause a dog to be quarantined for observation for a minimum period of no less than ten days when any such dog has bitten a ~~domesticated animal or caused a skin abrasion upon~~ any person causing serious, disabling or fatal injury. If said dog has a current rabies certificate and has bitten a domestic animal or is a familial household member to the victim, then such quarantine may be at the discretion of the person or persons in charge of animal enforcement and the quarantine may occur on the owner's premises in a manner ordered and as directed. If the owner fails to confine the dog as directed, then it shall be apprehended and held for the remainder of the ten-day quarantine at a veterinarian's office or animal control facility. If said dog has not been vaccinated against the rabies virus or the rabies vaccination has since expired then said dog will be quarantined at a veterinarian's office or animal control facility for no less the ten days. If a dog is placed in quarantine outside of the home, the owner shall be required to pay the impounding fees. If the owner fails to pay the fees at the end of the period of isolation as directed by the animal enforcement authority, the animal will be turned over to the local animal shelter for assessment of adoptability. If said animal is deemed unadoptable it will be humanely euthanized. If a dog has bitten a domesticated animal or a person or caused a skin abrasion upon a person and is unclaimed or the owner is unknown, then it shall be held for a quarantine time of no less than ten days and then may be humanely euthanized. The Chief of Police or designee may order an in-home quarantine in the event kennel space is not available to house a dog.

(3) If the Police Chief or his or her designee determines that a dog is a vicious dog under § 90.52 of this chapter, the owner shall comply with the provisions of § 90.55 of this chapter and any other special security or care requirements which are reasonable.

(4) The Police Chief or his or her designee may require immediate impoundment of the dog if the owner is unable or unwilling to comply with the requirements of § 90.55 of this chapter until the owner of the dog has satisfied all the requirements of the certificate of registration. The requirements must be met within 30 days. If, after 30 days, the owner has not satisfied all the requirements of the certificate of registration, the dog may be humanely euthanized on the thirty-first day. The owner of the problematic, vicious or dangerous dog shall be liable to the animal control facility designated to hold said dog for all costs incurred while housing whether or not the dog is reclaimed by the owner.

(5) If the Police Chief or his or her designee determines that a dog is a vicious dog under § 90.53 of this chapter, the dog shall be euthanized at the owner's expense. Vicious and dangerous dogs, or dogs that have previously been designated as "vicious dog" or "dangerous dog" by another jurisdiction or its substantial equivalent are prohibited from residing within the city limits of Newton.

**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.



## City of Newton Council Report

**Item:**

Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services

**Report Number:** 2024-980**Date:**

October 21, 2024

**Lead Department:**

Fire

**Recommendation:**

Approve

**Summary:**

This Resolution allows supplemental reimbursement from the Federal Government through the Iowa Department of Human Services through the GEMT program.

**Financial Impact:**

Average Revenue for past four years is \$ 194,280.

**Background:**

The Ground Emergency Medical Transportation (GEMT) Program is a voluntary program that allows publicly owned or operated emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and the Medicaid base payment, mileage and other sources of reimbursement.

Providers receive cost-based, supplemental payments on a prospective basis for emergency ground ambulance transportation of Medicaid Fee-for-Service (FFS) and Medicaid managed care (MCO) members under Title XIX of the federal Social Security Act (SSA) and the Affordable Care Act (ACA) only.

The GEMT program authority comes from House File 2285 which was passed in the 2018 Legislative session and required the Department of Human Services to complete a State Plan Amendment to establish the ground rules for the supplemental reimbursement program. Eligible providers who choose to participate in the GEMT program must do the following:

- Notify the Iowa Medicaid Enterprise (IME) Provider Cost Audit and Rate Setting (PCA) Unit
- Complete a Provider Agreement
- Complete an [Intergovernmental Transfer Agreement](#)
- Complete and submit the GEMT Program cost report.

Staff has included the Intergovernmental Transfer Agreement for use with the Iowa Department of Human Services and is working to prepare the Cost Report as required.

**Recommendation:**

Staff recommends approval of the Intergovernmental Transfer Agreement per recommendation from the Newton Fire Department.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION AUTHORIZING THE CITY OF NEWTON DBA  
NEWTON FIRE DEPARTMENT TO ENTER INTO AN  
INTERGOVERNMENTAL TRANSFER AGREEMENT, IGT  
FUNDING CERTIFICATION, AND GEMT PROVIDER  
AGREEMENT FOR THE GROUND EMERGENCY MEDICAL  
TRANSPORT (GEMT) SUPPLEMENTAL REIMBURSEMENT  
PROGRAM WITH THE IOWA DEPARTMENT OF HUMAN  
SERVICES.

**WHEREAS**, the Newton Fire Department provides fire protection and ambulance service to the City of Newton, and

**WHEREAS**, the reimbursement for ambulance services provided to patients covered by Iowa Medicaid Enterprises through the Department of Human Services is far less than the actual cost of providing those services, and

**WHEREAS**, the Iowa Legislature passed legislation in 2018 requiring the Department of Human Services to develop a program to provide federal supplemental reimbursement to ambulance services for the shortfall, and

**WHEREAS**, the program has been developed and approved by the Center for Medicare Services, and is named the Ground Emergency Medical Transport program, and

**WHEREAS**, each year the Fire Department needs to enter into agreements with the Iowa Department of Human Services, and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa the attached agreements having the City enter into an Intergovernmental Transfer Agreement (IGT), IGT Funding Certification, and GEMT Provider Agreement with the Iowa Department of Human Services is approved and authorizes the Fire Chief to execute the agreements.

**PASSED** this \_\_\_\_\_ day of October, 2024.

**APPROVED** this \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk



**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT  
BETWEEN  
THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND**

City of Newton dba Newton Fire Department

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**Ground Emergency Medical Transportation Provider (GEMT Provider)**

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (HHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the HHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the HHS for use as the non-federal share of Medicaid expenditures.

**AGREEMENT**

1. **GEMT Program Compliance.** Attached hereto as Attachment A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.
2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such Provider Agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the HHS.
3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to HHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by HHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to HHS equivalent to the non-federal share of the payments to be made upon notification by HHS.
4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

**For:** City of Newton dba Newton Fire Department

**GEMT Provider**

Printed Name: Jarrod Wellik

Title: Fire Chief

Address: 410 South Second Avenue West

Newton, Iowa 50208

E-mail address jarrodw@newtongov.org

**For HHS:**

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 1305 East Walnut Street

Des Moines, IA 50319

E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the HHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.
9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the HHS and the GEMT Provider.
10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.
11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2025 and ending June 30, 2026. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.
12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

City of Newton dba Newton Fire Department

GEMT Provider Name

10/21/2024

Authorized Representative Signature

Date

Jarrod Wellik

Authorized Representative Printed Name

Fire Chief

Authorized Representative Title

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director

Date

470-0086 (07/24)

**Attachment A – Approved State Plan Amendment IA-19-002**

State/Territory:

IOWA

**Methods and Standards for Establishing Payment Rates for Other Types of Care****Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

**A. Definitions**

1. "Department" means the Iowa Department of Human Services.
2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.
3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.
4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

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| State Plan TN # | IA-19-002 | Effective | July 1, 2019  |
| Superseded TN # | NEW       | Approved  | July 12, 2019 |

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State/Territory:

IOWA

**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

5. “Eligible GEMT Provider” means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:
  - a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.
  - b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.
  - c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.
6. “Dry Run” means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.
7. “GEMT Transport” means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.
8. “GEMT Services” means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.
  - a. “Advanced Life Support” means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

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IOWA

**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

- b. “Limited-Advanced Life Support” means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.
  - c. “Basic Life Support” means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.
9. “Service Period” means the period from July 1 through June 30 of each SFY.
10. “Shift” means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

**B. Supplemental Reimbursement Methodology – General Provisions**

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.
2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

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State/Territory:

IOWA

**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.
4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

**C. Cost Determination Protocols**

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred**) provided for the applicable service period.
  - a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

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State/Territory:

IOWA

**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

- b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.
- c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.
- d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

**D. Prospective Supplemental Payment Amount**

- 1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.
- 2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

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State/Territory:

IOWA

**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.
4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.
5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

**E. Eligible GEMT Provider Reporting Requirements**

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.
2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.
3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

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| Superseded TN # | NEW       | Approved  | July 12, 2019 |

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State/Territory:

IOWA

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**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

**F. Department Responsibilities**

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.
2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.
3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

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| State Plan TN # | IA-19-002 | Effective | July 1, 2019  |
| Superseded TN # | NEW       | Approved  | July 12, 2019 |

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## PROVIDER PARTICIPATION AGREEMENT

### IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST PROSPECTIVE PAYMENT PROGRAM

Provider Name: City of Newton dba Newton Fire Department

Provider NPI Number: 1538161344

#### Statement of Intent

The purpose of this Agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the Provider's compliance with the requirements and responsibilities set forth in this Agreement.

#### Provider Responsibilities

By entering into this Agreement, the Provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
  - 1. Title XIX of the Social Security Act
  - 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
  - 3. Iowa Medicaid State Plan
  - 4. State issued policy directives, including the Iowa Medicaid Ambulance Provider Manual
  - 5. Terms of the Provider's Iowa Medicaid Provider Enrollment Agreement
- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this Agreement. The Provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this Agreement shall be sufficient cause for the state to deny or recoup payment to the Provider as well as terminate this Agreement.
- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
  - 1. Submit annually the GEMT Program cost report to Iowa Medicaid
  - 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
  - 3. If the allowance of an expense or appropriateness of an expense cannot

be determined by the state because fiscal records or other documentation is not present or is inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

- D. Provider agrees to submit within the timeframes determined by the State, transfer of the non- federal share of the GEMT uncompensated cost reimbursement according to the Intergovernmental Transfer of Public Funds Agreement prior to the uncompensated cost prospective payments from HHS.
- E. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this Agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the Provider does not have any uncompensated care costs, the Provider will not receive a payment under this program.
- F. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

### **Limitations of State Liability**

- A. Notwithstanding any other provision of this Agreement, the HHS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services.
- B. To the extent that a federal audit disallowance and interest results from costs for which the Provider has received reimbursement, the HHS shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the HHS applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the Provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the Provider, the HHS shall be held harmless by the Provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.



## TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2025. This Agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

|                         |            |
|-------------------------|------------|
| _____                   | 10/21/2024 |
| GEMT Provider Signature | Date       |

|                            |
|----------------------------|
| Jarrold Wellik, Fire Chief |
| _____                      |
| GEMT Provider Printed Name |

## City of Newton Council Report

**Item:**

Resolution approving a part-time kennel attendant position within the Police Department

**Summary:**

Approve a part-time kennel attendant position to work in the animal control facility

**Financial Impact:**

\$15,000-\$20,000 annually

**Report Number:** 2024-993**Date:**

October 21, 2024

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

The City was notified by Parkview Animal Hospital that effective October 15, 2024, they were dissolving the animal housing agreement with the City. In response, City Council approved the purchase of an animal control facility that is scheduled to open in mid-late November 2024. The Police Department is responsible for animal control within the City and has three Community Service Officers assigned to code enforcement. Their duties include, but are not limited to, animal control, parking enforcement and code / nuisance enforcement. The added workload of managing and maintaining an animal control facility and caring for the animals housed there will require additional assistance from a part-time employee. City staff estimates that a part-time employee will be required to assist in the operation of the animal control facility an average of 10–15 hours per week, which will include weekends and holidays. This position would assist full-time staff with feeding dogs, cleaning and disinfecting kennels and equipment, general building and grounds maintenance, exercising dogs, providing transportation to veterinary appointments or transfer to a shelter, and other duties associated with the operations of the animal control facility. City staff recommends a part-time rate of \$15-\$17.50 per hour, depending on qualifications. Ideal candidates would have some animal care experience, but this is not required. The estimated annual cost of the part-time employee would be between \$15,000-\$20,000, which would be offset by revenue collected from impound and animal housing fees.

**Recommendation:**

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION AUTHORIZING ONE PART-TIME KENNEL ATTENDANT POSITION IN THE POLICE DEPARTMENT

**WHEREAS**, the Police Department took over primary responsibility of code enforcement and animal control duties in 2021 and will add the additional responsibility of animal housing in November of 2024; and

**WHEREAS**, as a result of the additional duties required of City staff to operate an animal control facility, the Police Department proposes the addition of a part-time Kennel Attendant to the Police Department’s Code Enforcement Division; and

| Position         | Current Authorization | Proposed Authorization | Reporting to:  |
|------------------|-----------------------|------------------------|----------------|
| Kennel Attendant | 0 Positions           | 1 Part-Time Position   | Police Captain |
|                  |                       |                        |                |

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves adding one part-time Kennel Attendant to the Police Department as stated.

**PASSED** this \_\_\_\_\_ day of October 2024.

**APPROVED** this \_\_\_\_\_ day of October 2024.

\_\_\_\_\_  
Evelyn George, Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

## City of Newton Council Report

**Item:**

Resolution amending the City of Newton animal control fee schedule

**Summary:**

Approve animal control fees

**Financial Impact:**

\$25,000-\$30,000

**Report Number:** 2024-994**Date:**

October 21, 2024

**Lead Department:**

Police

**Recommendation:**

Approve

**Background:**

The City was notified by Parkview Animal Hospital that they were dissolving the animal housing agreement effective October 15, 2024. In response to that, City Council approved the purchase of an animal control facility to be operated by the City. Various fees are proposed to assist in the operation of the facility and offset the cost of operations. City staff researched animal control fees from shelters and cities across the state and propose the following fee schedule:

|                                                                           | Current | Proposed    |
|---------------------------------------------------------------------------|---------|-------------|
| 1 <sup>st</sup> Offense Impound - Licensed Animal*                        | \$0     | \$50        |
| 1 <sup>st</sup> Offense Impound – Unlicensed Animal*                      | \$0     | \$75        |
| 2 <sup>nd</sup> Offense Impound – Licensed / Unlicensed Animal*           | \$0     | \$100       |
| 3 <sup>rd</sup> / Subsequent Offense Impound –Licensed/Unlicensed Animal* | \$0     | \$150       |
| Daily Boarding **                                                         | \$0     | \$20        |
| Transportation – In Town                                                  | \$0     | \$10        |
| Transportation – Out of Town                                              | \$0     | \$20        |
| Bite Hold / Quarantine Impound                                            | \$0     | \$100       |
| Bite Hold / Quarantine Daily Boarding                                     | \$0     | \$40        |
| Relinquishment                                                            | \$0     | \$25        |
| Pet License – Late fee                                                    | \$20    | \$10        |
| Parvo/Distemper Vaccination – City Provided                               | \$0     | \$15        |
| Veterinary Care / Vet Administered Vaccinations                           | \$0     | Actual Cost |
| *Impound fees are based on 12-month period                                |         |             |
| **Daily boarding fees reflect the number of nights spent in the shelter   |         |             |

Based on an average of 200 dogs impounded over the past 3 years, City staff estimates total revenue to be in the range of \$25,000-\$30,000. City staff proposes, at the discretion of the Chief of Police or designee, that a portion or all fees may be waived on a case-by-case basis for circumstances where a dog is impounded as a result of the owner being a victim of a crime, house fire, auto accident, medical emergency or other situation where it would be in the best interest of the individual, animal and/or public safety to house the dog and waive fees.

Based on the proposed fee scheduled, below are detailed tables of the fees a resident would expect to pay if their dog is impounded. These are only examples and fees may vary depending on length of stay, required veterinary care and other factors.

| <b>1<sup>st</sup> Offense Unlicensed Dog With 3 Day Stay</b> | <b>Fee</b>   |
|--------------------------------------------------------------|--------------|
| Impound – Unlicensed Dog                                     | \$75         |
| Boarding                                                     | \$40         |
| Transportation – In-Town                                     | \$10         |
| License Fee                                                  | \$15         |
| Vaccinations – Veterinary Administered (estimated)           | \$115        |
| <b>Total to Reclaim Dog</b>                                  | <b>\$255</b> |

| <b>1<sup>st</sup> Offense Licensed Dog With 3 Day Stay</b> | <b>Fee</b>  |
|------------------------------------------------------------|-------------|
| Impound – Unlicensed Dog                                   | \$50        |
| Boarding                                                   | \$40        |
| <b>Total to Reclaim Dog</b>                                | <b>\$90</b> |

**Recommendation:**

Staff recommends approval of this resolution.



Matt Muckler, City Administrator

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION AMENDING THE CITY OF NEWTON ANIMAL CONTROL FEE SCHEDULE

WHEREAS, the City charges fees for certain services provided by the City; and

WHEREAS, the City recently approved the purchase of an animal control facility and City staff will be responsible for the operation of the facility and fees will be required to support operations; and

WHEREAS, the following fee schedule additions and revisions will be effective on November 1, 2024.

Animal Control Fee Schedule

|                                                                           | Current | Proposed    |
|---------------------------------------------------------------------------|---------|-------------|
| 1 <sup>st</sup> Offense Impound - Licensed Animal*                        | \$0     | \$50        |
| 1 <sup>st</sup> Offense Impound – Unlicensed Animal*                      | \$0     | \$75        |
| 2 <sup>nd</sup> Offense Impound – Licensed / Unlicensed Animal*           | \$0     | \$100       |
| 3 <sup>rd</sup> / Subsequent Offense Impound –Licensed/Unlicensed Animal* | \$0     | \$150       |
| Daily Boarding **                                                         | \$0     | \$20        |
| Transportation – In Town                                                  | \$0     | \$10        |
| Transportation – Out of Town                                              | \$0     | \$20        |
| Bite Hold / Quarantine Impound                                            | \$0     | \$100       |
| Bite Hold / Quarantine Daily Boarding                                     | \$0     | \$40        |
| Relinquishment                                                            | \$0     | \$25        |
| Pet License – Late fee                                                    | \$20    | \$10        |
| Parvo/Distemper Vaccination – City Provided                               | \$0     | \$15        |
| Veterinary Care / Vet Administered Vaccinations                           | \$0     | Actual Cost |
| *Impound fees are based on 12-month period                                |         |             |
| **Daily boarding fees reflect the number of nights spent in the shelter   |         |             |

WHEREAS, at the discretion of the Chief of Police or designee, a portion or all fees may be waived on a case-by-case basis.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the above 2024 Animal Control Fee Schedule be adopted.

BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that all other previously approved fee schedules not shown on this resolution shall remain in place and unaffected by approval of this resolution.

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 Approving Amended Development Agreement with Ex Nihilo LLC

**Summary:**

Amendment to the Development Agreement with Ex Nihilo LLC for 118 North 2nd Avenue East.

**Financial Impact:**

Provides a \$750,000 forgivable loan from North Central Urban Renewal TIF funds in lieu of \$75,000 forgivable loan and TIF rebates in an amount not to exceed \$85,000 (no general fund taxes are being used on this project)

**Report Number:** 2024-985**Date:**

October 21, 2024

**Lead Department:**

Administration

**Recommendation:**

Approve

**Background:**

Ex Nihilo, LLC, owned by Jerry Schwaller, intends to rehabilitate 118 North 2nd Avenue East into a public market with twenty vendor spaces including food, retail, and services. Ex Nihilo, LLC also owns two other buildings in the downtown and is a quality developer. Mr. Schwaller has completed exceptional planning, applied for and obtained historic tax credits on this project and put in \$400,000 of his own money in getting the project to the bidding phase. Unfortunately, the project is experiencing construction inflation that is currently a critical challenge in the development landscape.

The concept for the old Lederman Building is to create the *Gray Moon Public Market* that would house several restaurants and vendors in a food court atmosphere with shops. This project is important not only for the development of this particular building, but also because it will serve as a business incubator that will feed our Downtown and City with new businesses, similar to the New Bo City Market Project in Cedar Rapids.

Ex Nihilo, LLC is committed to investing over \$3,700,000 into the development and rehabilitation project. The property is located within the North Central TIF District. The proposed amendment to the development agreement will provide a \$750,000 forgivable loan in lieu of a ten-year TIF rebate in an amount not to exceed \$85,000 and a forgivable loan of \$75,000. A minimum assessment of \$475,000 will be applied to the property.

**1. No General Fund Taxes Used**

- The City is not using general fund taxes for this project. Only future Tax Increment Financing (TIF) funds will be used.
- These TIF funds that are created by this project would not exist without the project moving forward.

**2. Business Incubator Focus**

- The project will serve as a business incubator, providing local entrepreneurs and small businesses an affordable entry point into the market.
- Many of these businesses are expected to grow and eventually move to other brick-and-mortar locations in Newton, supporting long-term economic growth.

**3. Continued Downtown Revitalization**

- The project contributes to the ongoing revitalization of Downtown Newton, adding to the recent momentum in new housing, commercial projects, and local amenities.
- It will also create a new destination in the downtown area, attracting visitors and residents alike.

#### **4. City Investment vs. Private Investment**

- The total project cost is \$4.7 million. The City's contribution, through a \$775,000 forgivable loan and \$161,750 in façade grants, is just 19.9% of the project cost.
- The owner, Jerry Schwaller, is investing over \$3.7 million into the project, taking on significant financial risk.

#### **5. State Funding Gaps**

- The project falls in a funding gap where state funding is currently unavailable. While smaller or larger projects often qualify for Main Street grants, no state funds are available for a project of this size, just under \$5 million.

#### **6. Loan Repayment**

- The forgivable loan will be repaid in part through TIF taxes generated in part by the project itself over the next 20 years, estimated at around \$300,000.
- The remaining funds will be repaid through the TIF, which would include taxes from new businesses that grow out of the incubator.

#### **7. Long-Term Economic Benefits**

- This project is a long-term investment in Newton's future. It will generate new businesses, jobs, and economic activity, further strengthening our downtown and local economy.
- The City is excited about the potential this incubator has to foster innovation and bring new opportunities to the community.

#### **Recommendation:**

Staff recommends approval.

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

Matt Muckler, City Administrator



RESOLUTION 2024-\_\_\_\_\_

Resolution Approving Amended Development Agreement with Ex Nihilo LLC

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

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with Ex Nihilo LLC (the “Developer”) pursuant to which the Developer would undertake the redevelopment of an existing building in the Urban Renewal Area into a public market area including food, retail, and services, as well as a public bar, commercial kitchen, classroom space, and open seating overlooking the first floor (the “Project”); and

WHEREAS, under the Original Agreement, the City agreed to provide to the Developer (1) an economic development forgivable loan (the “Forgivable Loan”) in the amount of \$75,000; and (2) annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$85,000; and

WHEREAS, the Developer has requested the City to increase the amount of the Forgivable Loan; and

WHEREAS, because the City has agreed to increase the amount of the Forgivable Loan to \$750,000, the Developer and the City have agreed that it is no longer necessary for the City to make the Payments to the Developer; and

WHEREAS, it is now necessary to amend the Original Agreement to (1) update the terms of the Forgivable Loan; and (2) remove the City’s obligations to make the Payments to the Developer; and

WHEREAS, an amended development agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the City and the Developer, and it is now necessary to make provision for its approval; and

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

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

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

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

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

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

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

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the Forgivable Loan to the Developer.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on October 21, 2024.

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Mayor

Attest:

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City Clerk

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On motion and vote the meeting adjourned.

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Mayor

Attest:

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City Clerk

STATE OF IOWA  
JASPER COUNTY  
CITY OF NEWTON

SS:

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an amended development agreement with Ex Nihilo LLC.

WITNESS MY HAND hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

## AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between the City of Newton, Iowa (the “City”) and Ex Nihilo LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Commencement Date”).

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

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

WHEREAS, the Developer has proposed to undertake the redevelopment of an existing building on the Property (“the Project”) into a multiuse building including a public market (the “Public Market”) with twenty vendor spaces including food, retail, and other services; a public bar; commercial kitchen; classroom space; and open seating overlooking the first floor; and

WHEREAS, the City and the Company entered into a Development Agreement (the “Original Agreement”) dated November 15, 2023, pursuant to which the Developer agreed to undertake the Project on the Property, and the City agreed to provide financial assistance to the Developer in the form of an economic development forgivable loan (the “Forgivable Loan”) and incremental property tax payments (the “Payments”) to be used by the Developer in paying the costs of undertaking the Project; and

WHEREAS, the Developer has requested the City to increase the amount of the Forgivable Loan; and

WHEREAS, because the City has agreed to increase the amount of the Forgivable Loan, the Developer and the City have agreed that it is no longer necessary for the City to make the Payments to the Developer; and

WHEREAS, it is now necessary to amend the Original Agreement to (1) update the terms of the Forgivable Loan; and (2) remove the City’s obligations to make the Payments to the Developer; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer’s Covenants**

**1. Project.** The Developer agrees to undertake the Project on the Property. The Developer agrees that the Project will minimally include the improvements (the “Required Improvements”) as set forth on Exhibit B hereto. The Developer agrees to construct the Project,

including the Required Improvements, in substantial conformance with the City's zoning, land use, building and safety codes and regulations. The Developer further agrees to substantially complete such construction by no later than December 31, 2025.

The Developer agrees to maintain ownership of the Project and use the completed Project in its business operations throughout the Term (as hereinafter defined) of this Agreement (the "Business Operations Requirement"). In fulfillment of the Business Operations Requirement, the Developer shall ensure that all of the facilities comprising the completed Project shall be operational, providing services and accessible to the general public at least thirty (30) hours every week. For further clarification, a week under this Agreement shall mean any period of seven consecutive calendar days commencing on a Sunday and concluding on a Saturday during each year of the Term after the Project has been completed.

Further, the Developer agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

**2. Minimum Assessment Agreement.** The Developer agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the improvements to be constructed thereon, at not less than Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the "Minimum Assessed Valuation") as of January 1, 2026 (the "First Valuation Date"). It is intended by the Developer that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement<sup>1</sup>.

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

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

**5. Forgivable Loan Disbursement Request.** At such time that fifty percent (50%) of the construction of the Project has been completed, the Developer agrees to submit a

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<sup>1</sup> In satisfaction of Section A.3 of this Amended Agreement, the Assessment Agreement was executed by the Developer, the City and the Jasper County Assessor as of November 15, 2023, recorded on November 23 and bears Jasper County Recorder File No. 2023-00005719.

Forgivable Loan disbursement request (the “Forgivable Loan Disbursement Request”) in the form attached hereto as Exhibit D.

The Forgivable Loan Disbursement Request shall be accompanied by documentation (the “Progress Documentation”) demonstrating, to the satisfaction of the City that fifty percent (50%) of the construction of the Project has been completed. The Progress Documentation shall include a certification from the construction contractor that fifty percent (50%) of the construction has been completed.

**6. Forgivable Loan.** The Developer agrees that the City will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan to the Developer in accordance with Section B.1 of this Agreement. The Developer’s obligation to repay the Forgivable Loan is evidenced by a promissory note (the “Promissory Note”) that has been executed by the Developer and delivered to the City. A copy of the Promissory Note shall be attached as Exhibit E hereto.

The Developer agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Required Improvements.

All principal advanced under the Forgivable Loan shall be due and owing to the City at City Hall by Noon on November 1, 2045, unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.10 of this Agreement.

Nothing herein shall prohibit the Developer from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time.

**7. Insurance.**

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

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

- (iii) Workers compensation insurance, with statutory coverage limited to employees of the Developer.

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

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

**8. Indemnification.** The Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following, except to the extent caused by the negligent acts or omissions of the City, its officers, employees and departments:

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

**9. Annual Certification.** To assist the City in monitoring the performance of the Developer under this Agreement, a duly authorized officer of the Developer shall annually certify to the City (a) that the Developer owns the Property, including the Project; (b) that all taxes owed on the Property have been timely paid; (c) that the Business Operations Requirement is being met; and (d) that the Developer is not in material violation of this Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws. . The Developer's annual



certification (the “Annual Certification”) pursuant to this provision shall be in substantially the form set forth on Exhibit F, attached hereto, and due each year on October 15<sup>th</sup> beginning on October 15, 2026, and continuing through the Term of this Agreement.

The Developer shall provide supporting information for its Annual Certification upon request of the City.

**10. Default Provisions.**

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

- i. Failure by the Developer to complete the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developer to maintain ownership of the Property and compliance with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
- iii. Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Developer to maintain compliance with Sections A.4 through A.9 of this Agreement.
- v. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the City to the Developer. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.1 of this Agreement shall not apply.

**B. City’s Obligations**

1. Forgivable Loan. The City hereby agrees to advance the Forgivable Loan Proceeds to the Developer in an amount equal to \$750,000 within ninety (90) days of receipt of a satisfactory Forgivable Loan Disbursement Request and the executed Promissory Note.

If the City determines that the Forgivable Loan Disbursement Request received from the Developer does not meet the requirements of Section A.5 above, then the City shall notify the Developer within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

**2. Forgivable Loan Forgiveness.** Upon receipt of a satisfactory Annual Certification from the Developer demonstrating that the Developer is in compliance with required elements set forth in Section A.9 of this Agreement, the City shall forgive \$37,500 of the principal amount of the Forgivable Loan. If the Developer fails to submit an Annual Certification as required in Section A.9 above in any given fiscal year, then no principal of the Forgivable Loan will be forgiven in such fiscal year.

### **C. Administrative Provisions**

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

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

**3. Term.** This Agreement shall remain in full force and effect during the time period (the "Term") commencing with the date first written above and terminating on the date on which the Forgivable Loan is forgiven or paid in full.

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

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

CITY OF NEWTON, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

EX NIHILO LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated at 118 N. 2<sup>nd</sup> Avenue E in the City of Newton, Jasper County, State of Iowa and bearing Jasper County Property Tax Parcel Identification Number 0834134013

**EXHIBIT B**  
**REQUIRED IMPROVEMENTS**

The Developer has proposed to undertake the redevelopment of an existing building on the Project into a multiuse building include a public market with twenty vendor space including food, retail, and services; a public bar; commercial kitchen; classroom space; and open seating overlooking the first floor.

**EXHIBIT C**  
**MINIMUM ASSESSMENT AGREEMENT**

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

**Preparer Information:** (name, address and phone number)

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

**Return Document To:**

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

**City:**

City of Newton, Iowa

**Property Owner:**

Ex Nihilo LLC

**Legal Description:**

**Book & Page Reference if applicable:**

## MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the City of Newton, Iowa (the “City”), Ex Nihilo LLC (the “Property Owner”), and the County Assessor of Jasper County (the “Assessor”).

### WITNESSETH

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

WHEREAS, the Property Owner has undertaken the redevelopment of an existing building on the Property (“the Project”) for use in the business operations of a public market facility; and

WHEREAS, a development agreement (the “Development Agreement”), dated \_\_\_\_\_, 2023, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2026, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

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

1. Effective January 1, 2026, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Four Hundred Seventy-Five Thousand Dollars (\$475,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2026, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further



agrees that until this Agreement is terminated, they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

*[Remainder of page intentionally left blank.]*

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

CITY OF NEWTON, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

EX NIHILO, LLC

\_\_\_\_\_

STATE OF IOWA                )  
                                          )  
COUNTY OF JASPER         )       SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Michael Hansen and Katrina Davis, the Mayor and City Clerk, respectively, of Newton, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF IOWA                    )  
                                          )     SS:  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2023 by \_\_\_\_\_ the \_\_\_\_\_ of Ex Nihilo LLC,  
an Iowa limited liability company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT**

***[INSERT LEGAL DESCRIPTION]***

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Four Hundred Seventy-Five Thousand Dollars (\$475,000) until termination of the Agreement.

\_\_\_\_\_  
County Assessor for Jasper County,  
State of Iowa

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF IOWA                )  
                                          )       SS:  
COUNTY OF JASPER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[Add additional pages for each Lienholder]**

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

**[This page should be filed with the Assessment Agreement]**

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$\_\_\_\_\_.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.



**EXHIBIT D**  
**FORM OF FORGIVABLE LOAN DISBURSEMENT REQUEST**

Date submitted: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Forgivable Loan Amount Requested \$ \_\_\_\_\_

Index of Documentation demonstrating 50% completion of the construction of the Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City of Newton, Iowa (the “City”) authorized an economic development forgivable loan (the “Forgivable Loan”) to Ex Nihilo LLC (the “Developer”) pursuant to an Amended Development Agreement (the “Agreement”) entered into between the City and the Developer dated \_\_\_\_\_, 2024; and

We, the undersigned hereby certify that fifty percent (50%) of the the construction of the Project (as defined in the Development Agreement) has been completed.

EX NIHILO, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF CONSTRUCTION CONTRACTOR  
FOR THE PROJECT]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and accepted by the City of Newton, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

City Administrator

**EXHIBIT E**  
**PROMISSORY NOTE**

**MAXIMUM PRINCIPAL AMOUNT: \$750,000**

**Dated: \_\_\_\_\_, 20\_\_**

**Maturity Date: November 1, 2045**

Ex Nihilo LLC (the “Borrower”) for value received, promises to pay, to the City of Newton, Iowa (the “City”), its successors or assigns, the principal sum of Seventy Hundred Fifty Thousand Dollars (\$750,000), in lawful money of the United States of America, on November 1, 2045.

The City has made a forgivable loan to the Borrower in the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Amended Development Agreement (the “Agreement”) between the City and the Borrower dated \_\_\_\_\_, 2024, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the City in accordance with the terms set forth in the Agreement, and all amounts forgiven shall be recorded on the Schedule of Forgiveness hereon.

Payment of principal of the Forgivable Loan shall be made to the City of Newton at the Office of the City Clerk, by Noon on November 1, 2045, unless sooner forgiven in accordance with the Agreement.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make repay principal of the Forgivable Loan under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

EX NIHILO LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SCHEDULE OF FORGIVENESS

| <u>Date of<br/>Forgiveness</u> | <u>Amount Forgiven</u> | <u>Signature of City Clerk</u> |
|--------------------------------|------------------------|--------------------------------|
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
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| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |
| _____                          | \$ _____               | _____                          |

**EXHIBIT F**  
**DEVELOPER ANNUAL CERTIFICATION**  
**(due by October 15th as required under terms of Development**  
**Agreement)**

WHEREAS, the City of Newton, Iowa (the “City”) authorized an economic development forgivable loan (the “Forgivable Loan”) to Ex Nihilo LLC (the “Developer”) pursuant to a Development Agreement (the “Agreement”) entered into between the City; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Owner in order for the Owner to be eligible to receive such Payments and as such the Owner hereby certifies the following as satisfaction of such conditions:

- (i) The Developer owns the Property.
- (ii) All property taxes on the Property have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (iii) The Developer is in compliance with the Business Operations Requirement and attached to this Annual Certification is demonstrating compliance with such Business Operations Requirement.
- (iv) The Owner is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Owner with respect to such laws.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EX NIHILO LLC

By: \_\_\_\_\_  
[Name, Title]

## City of Newton Council Report

**Item:**

Resolution Approving 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:**

Selection of developer for the Hatchery Site and approval of the sale of the property.

**Financial Impact:**

Sale of property- \$140,000 returned to D&D Fund

**Report Number:** 2024-1003

**Date:**

October 21, 2024

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

A team of City Staff, along with the Newton Housing Development Director, carefully reviewed and analyzed the projects, considering the following criteria:

- Development Readiness
- Neighborhood suitability, how the proposal functions as a transition from commercial to residential zoning
- Alignment with the Rural Housing Readiness Study
- Alignment with the Comprehensive Plan
- Post-development Ownership/Management
- Proposed buildings- visual interest elements (multiple colors or materials, dormers, gables, porches, etc.)
- Community Improvements (play areas, community room, storm shelter provisions)
- Past Tax Credit Experience
- Owns and manages other residential property in Iowa, in-house management team
- Need for Local Economic Development Incentives
- Purchase price

The average scores, with comments from reviewers, for each developer are as follows (maximum total available is 125):

- Haan Average Score- 102/125

Positives: Provides the greatest number of units, in-house property management, past project examples appear to be high-quality

Negatives: Doesn't utilize the NE corner of the property, only one type of building/unit, not as ready to go development-wise, low purchase price

- Gratus Average Score- 91.25/125

Positives: Single story design complements single family residential to the north,

Negatives: Design- units are situated much more closely to storage units to the west, greater amount of impervious surface, only one type of unit proposed, need for significant TIF/economic development incentives from the City, contracts for management of property, narrow demographic served

- Pivotal Average Score- 109.25/125

Positives: Most realistic timeline, most development ready, a good mix of unit types (apartments and townhouses will attract a diverse set of tenants), design considerations- topography and stormwater detention has already been thought through, positive past experience with this developer (Newton Place Apartments), in-house property management

Negatives: Doesn't fully utilize the NE corner of the property

## **Comprehensive Plan and Rural Housing Readiness Study**

### *Comprehensive Plan.*

Chapter 11 of *Envision Newton 2042*, the City's comprehensive plan, addresses housing. Housing has been an important area for the City since the adoption of the previous comprehensive plan in 2012. There are several goals articulated within this chapter that can be supported by the development of the Hatchery Site:

- Achieve balanced neighborhoods with a mix of housing types and price points to provide suitable housing for everyone.
  - Locate workforce and affordable housing in places with good walking access to jobs and shopping and/or where public transportation is available or planned...
  - Encourage the development of housing in every neighborhood for people of all abilities...
  - Provide a range of quality housing choices that address the needs of all income and age groups.
- Craft housing policies that will complement economic development goals of the City, growing business and population in tandem.
  - Locate new housing in areas with adequate access to jobs, transportation or other daily-need amenities
  - Increase the amount of housing that is designed for, affordable for, or designated for multi-generational living

The Hatchery Site is a well-positioned site for new multi-family residential development. It is conveniently located, within walking distance, to a key commercial node on 1st Avenue East. Regardless of the developer, the Hatchery Site will prove to be a positive location for new multi-family housing.

In the areas of meeting the needs of a variety of persons and diversified housing options, the Pivotal proposal seems to align best with the comprehensive plan. It provides a couple different unit/building types, focusing the larger multi-family building on the southern portion of the lot (immediately adjacent to the commercial use on the property to the south) and transitioning northward with townhome style construction.

### *Housing Study.*

The 2021-22 Newton Housing Assessment, prepared through the Rural Housing Readiness program, provides additional guidance to Newton regarding housing needs. Age of units and affordability are primary considerations when looking at rental projects in Newton.

In Newton, only 229 rental units have been built after 2000. The majority of the rental housing stock was constructed in the late 1970s and into the 1990s. This indicates a serious need for new, modern rental housing units in the community.

According to the 2020 American Community Survey 5-Year estimates, there are approximately 695 renter households that are cost burdened, which means that they are paying more than 30% of their income on housing costs. Of those households, 46% of them are severely cost burdened, which means they are spending more than 50% of their income on housing costs. This indicates there is a community need for affordable housing.

The proposals from Haan and Pivotal address housing needs for a variety of households, while Gratus directly addresses housing needs for 55+ residents. Because both Haan and Pivotal address the affordable housing needs of a wider demographic, they both seem to better align, in a direct way, with the needs laid out in the housing study.

### **Alternatives**

Because the City received three high-quality proposals from qualified developers, alternatives do exist for the Newton City Council to consider.

Alternative #1: Haan Development. Haan Development scored similarly to Pivotal development in the areas of neighborhood suitability, number of units, alignment with the City adopted plans/studies, post-development ownership/management, past tax credit experience and no anticipated need for additional City incentives. Where Haan came up short, compared to Pivotal, is in the area of purchase price, development readiness, and property ownership/management in the State of Iowa. Should the Council select Haan Development, the purchase price to be received would be \$10,000 (in lieu of \$140,000).

Alternative #2: Gratus. Gratus development offered an alternative product as compared to the other two developers- townhome style units with a 55+ age restriction. Gratus development scored highly in the areas of neighborhood suitability, alignment with city plans/studies, past tax credit experience. As a relatively young company, Gratus didn't compete with the other developers as well in the areas of in-house management and experience in owning property in Iowa. Additionally, the need for TIF incentives to support the project (estimated \$450,000) counted against them in the overall analysis of proposals. Should Council select Gratus, the purchase price to be received of \$200,000 is off-set by the need for \$450,000 in City incentives- for an ultimate cost or loss of revenue to the City.

### **Recommendation:**

Staff recommends approval of the resolution which selects Pivotal Development as the developer for the Hatchery Site.

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

Matt Muckler, City Administrator

**RESOLUTION APPROVING 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**

**WHEREAS**, Pivotal Housing Partners LLC has submitted an offer to purchase real property, certain land owned by the City of Newton, Iowa, located at 1117 North 3<sup>rd</sup> Avenue East, 1015 North 3<sup>rd</sup> Avenue East, and 211 East 12<sup>th</sup> Street North in Newton, Jasper County, Iowa, legally described as:

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

ALSO

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

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

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

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

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

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

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

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

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



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

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

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

**WHEREAS**, Iowa Code Chapter 364.7 requires cities to set 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 and Redevelopment Agreement for property at 1117 North 3<sup>rd</sup> Avenue East, 1015 North 3<sup>rd</sup> Avenue East, and 211 East 12<sup>th</sup> 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 **1117 North 3rd Avenue East, 1015 North 3rd Avenue East & 211 East 12th Street North**, is made on or as of the \_\_\_\_\_ day of October, 2024, by and between the City of Newton, Iowa (hereinafter "City"), and **Pivotal Housing Partners LLC, 9100 Centre Point Drive, Suite 210, West Chester, Ohio 45069.** (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 **One-hundred Forty** Thousand Dollars (\$**140,000.00**) (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. EARNEST MONEY. The Buyer will provide \$5,000 earnest money, refundable to the purchaser upon agreement termination and applicable to the purchase price in the event of closing. The earnest money shall be held by an escrow agent/title company ("Escrow Agent").

SECTION 3. 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 4. 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 5. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

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

ALSO

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. DEMOLITION OF 1015 NORTH 3<sup>RD</sup> AVENUE EAST. Prior to the transfer of ownership of the property, the City's planned demolition of 1015 North 3<sup>rd</sup> Avenue East shall be completed and the contractor fully paid.

SECTION 7. 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 improvements 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 award of housing tax credits by the Iowa Finance Authority to the project 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 1<sup>st</sup> Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

c.) Buyer's Due Diligence Period. The Due Diligence Period shall commence upon full execution of the agreement. The Buyer shall have 90 days to conduct inspections of the property/properties as the buyer deems necessary and to perform its due diligence to confirm the feasibility of the property/properties for the buyer's intended use. The Buyer's obligation to close shall be subject to the buyer's approval or waiver, in its sole discretion of certain contingencies, including, without limitation, title survey zoning, environmental, etc. The Buyer 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.

- i. Due Diligence Extension Period. The buyer shall have the right to extend the Due Diligence Period for three (3) 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 agreement termination by the Buyer.

d.) Abstract of Title. The Seller shall provide an abstract of Title to the Purchaser for property/properties 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.

e.) Purchase Conditions. The buyer agrees to purchase the property/properties subject to this agreement provided the following conditions can be met:

- i. The buyer is able to obtain all necessary zoning and building permit approvals from the City of Newton Community Development Department.
- ii. The project receives an award of tax credits from the Iowa Finance Authority.

f.) Agreement Termination. The agreement will terminate automatically upon the announcement of the 2024 IFA (Iowa Finance Authority) tax credit awards, unless the project is awarded tax credits and the City of Newton will be free to market the property to other developers as soon as the earnest money has been returned to The Buyer.

SECTION 7. IMPROVEMENTS. The Buyer shall be responsible for making improvements to the property as follows:

- a) Construction of a total of approximately 40 multi-family units, with a variety of 1, 2, 3, and/or 4 bedroom configurations.
- b) Construction of a community room
- c) Provision of community amenities such as off-street parking, playground area, and storm-water detention pond.

SECTION 8. 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 9. 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 10. 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 11. 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 4<sup>th</sup> 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 12. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property “AS IS.”

SECTION 13. 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 14. 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: \_\_\_\_\_  
Wyllys Mann, Sr. Vice President  
Pivotal Housing Partners, LLC



October 15, 2024

City of Newton  
101 W 4<sup>th</sup> St, Suite 501  
Newton, IA 50208

**RE: Hatchery Site – Response to Questions**

Dear Staff and City Council Members,

Thank you for the opportunity to respond to your inquiries regarding our proposed development of the Hatchery Site. We appreciate the City's thoughtful approach and are eager to collaborate to ensure the project aligns with Newton's housing and development goals. As mentioned in our presentation, we designed this proposal based on IFA Housing Tax Credit regulations and scoring criteria, but without significant local stakeholder input. As we push the proposed development forward, we are committed to working with the City to shape the Project to best serve Newton, while ensuring it remains competitive for available financing. Below are our responses to your questions.

**1. Please provide a summary table for all units, to include:**

- **Number of units at each of your configurations – e.g., 1 BR, 1 bath, etc., and designated as being in a townhome or apartment unit, as applicable.**
- **For each configuration, include the square footage of the unit.**
- **Each configuration should also list your target demographic for each AMI percentage (30%, 60%, etc.) and include the projected rent for each AMI level (if necessary, break out 1 person, 2 people, and 3 or 4-person family)**

The table below provides a breakdown of the preliminary unit mix for the proposed development. The total development is sized at 43 units, maximizing the number of units while staying within the maximum amount of 9% Housing Tax Credits that can be requested. The unit mix includes 1-, 2-, 3-, and 4-bedroom units, offering a variety of options to meet the needs of different household sizes. In accordance with IFA regulations, the inclusion of 4-bedroom units allows for an increase in the amount of Tax Credits requested per unit, while also ensuring the availability of larger units for families requiring more space.

To maximize scoring and ensure units will be delivered to serve the lower end of the income spectrum, 30% of the units have been targeted at 40% of AMI. The rental rates for the 60% AMI rents set at approximately 15% below the maximum rent caps allowed under the program, and the 80% AMI units priced roughly 30% below the maximum caps. By incorporating both 60% and 80% AMI units, we are aiming to serve a broad segment of the workforce population. These higher AMI units will cater to working individuals and families who may not qualify for lower AMI limits but still struggle with market-rate housing costs. This balance allows us to address the housing needs of a diverse population, ensuring that essential workers and middle-income earners have access to quality housing. Once a market study is completed there may be some refinement of the unit mix to ensure saturation and capture rate are at acceptable levels.

| AMI | Unit Count | Bedroom | Bath   | Square Feet | Projected Rent |
|-----|------------|---------|--------|-------------|----------------|
| 40% | 1          | 1-Bed   | 1-Bath | 600         | \$580          |
|     | 5          | 2-Bed   | 1-Bath | 800         | \$681          |
|     | 6          | 3-Bed   | 2-Bath | 1,000       | \$776          |
|     | 1          | 4-Bed   | 2-Bath | 1,150       | \$850          |
| 60% | 3          | 1-Bed   | 1-Bath | 600         | \$743          |
|     | 8          | 2-Bed   | 1-Bath | 800         | \$876          |
|     | 7          | 3-Bed   | 2-Bath | 1,000       | \$1,002        |
|     | 4          | 4-Bed   | 2-Bath | 1,150       | \$1,102        |
| 80% | 1          | 1-Bed   | 1-Bath | 600         | \$855          |
|     | 3          | 2-Bed   | 1-Bath | 800         | \$1,008        |
|     | 4          | 3-Bed   | 2-Bath | 1,000       | \$1,152        |

\*Based on 43 units. Project anticipated to be 38 - 43 units.

2. Please provide details on the features that would fall into the Community Improvements criteria (children's play area, community room, outdoor social space, etc.), including what amenities would be in these spaces, the size of each space, and why you chose the location on the property for them. Would there be an onsite "community director" role, or expectation of the property manager to provide this role? What would the role entail?

The Project will have a community building designed to provide residents with a welcoming space. This building will house the property manager's office, offering residents convenient access to management and support services. Additionally, a spacious multipurpose room will be available for resident gatherings, events, and social interactions, further encouraging connection and engagement among neighbors. Uses of the Community Building at other developments have ranged from Birthday Parties, monthly trivia parties, and seasonal holiday events sponsored by Property Management. Haan Development envisions a variety of outdoor amenities aimed at enhancing the quality of life for residents. A dog run will provide pet owners with a dedicated space to exercise their pets, fostering connections between neighbors who share similar interests. For families with children, a playground will offer a safe and fun environment where children can play and interact. We also try to identify specific outdoor spaces with seating and barbecues to simply enjoy the outdoors.

Onsite staff will include a Property Manager and a Maintenance Technician. Both will work closely with Corporate and Regional Property Management teams to facilitate resident engagement activities, which will be tailored to the needs and interests of the community. The types of activities offered can vary based on the property and resident participation. At properties similar to the proposed development at the Hatchery site, we have organized events such as pumpkin carving contests for Halloween, resident Thanksgiving dinners, children's Easter egg hunts, Christmas ornament crafting, trivia nights, and summer BBQs. Additionally, we hold "Back to School" events, where the property provides school supplies to families to help children prepare for the new school year, as well as distributing monthly birthday cards to residents with upcoming birthdays. These activities foster a sense of community and connection among residents, making the development a vibrant and welcoming place to live.

Onsite staff will also be available to address any issues residents may have and will assist in directing them to local services that can help meet their needs. This supportive role is an essential part of ensuring that residents feel connected, cared for, and able to access resources beyond the property.

3. What is your specific plan for sheltering tenants in the event of a tornado or other major storm? Will a shelter be built into each unit, or will there be separate shelter constructed for multiple tenants? Please provide details.

We are committed to ensuring the safety of all residents during severe weather events. Once an architect is engaged, we will work closely with them to identify an appropriate location within the development where

residents can seek shelter from storms. This may include options such as a designated interior common area, a storage room within a unit, or even reinforced closets within individual units.

The goal is to provide residents with a safe, accessible place to shelter during emergencies, in accordance with local and state safety standards. We will ensure that all residents are informed of the identified shelter areas and are familiar with emergency protocols. The final decision on the shelter location and design will be made in consultation with the architect, taking into account site layout, resident accessibility, and compliance with safety regulations.

**4. Will your company be requesting any city-sponsored financial incentives as part of a development agreement for this project? If so, please provide specific details on the type(s) and amount(s) of incentives requested.**

Our current underwriting assumes the City's only financial incentive will be a \$5,000 per unit reduction in the site's purchase price from its appraised value, which we anticipate being the only financial assistance needed for feasibility. However, unforeseen challenges, such as unexpected site issues like poor soil conditions or utility line complications, can raise costs and create funding gaps. In such cases, local support in the form of Tax Increment Financing (TIF) could help mitigate those gaps. At this time, though, the only financial incentive needed is the \$5,000 per unit reduction.

**5. What does your company propose to do with the indicated vacant land on the northeast side of the site . . . short term and long term?**

As outlined in our offer and presentation we do not believe the Northeast portion of the site will need to be utilized for the 43-unit 9% Tax Credit development proposed. The South and West portions of the site provide the necessary room to accommodate this project. However, following the selection from the City of Newton, our Team would immediately engage an architect and civil engineer to layout a more detailed site plan to confirm that portion of the site is not needed (i.e. for a secondary exit drive that couldn't go out on 12<sup>th</sup> Street). Following the confirmation the development does not need to utilize the Northeast corner of the site, we are open to excluding that area of the site from the Purchase Agreement.

**6. If there is no planned use for the vacant land, would you be amenable to selling the land to another developer?**

As noted in our response to Question 5, once we confirm with our architect and civil engineer that the northeast portion of the site is not required for the 9% Tax Credit development, we would be open to excluding that portion from the Purchase Agreement. Our team is willing to collaborate with the City to explore the best potential uses for that area. If the City decides to sell the site to another developer, we do not foresee any issues with that approach.

**7. If there is a future development plan for this land, please provide details for that plan, including timing of construction. Are you willing to memorialize your future use and/or development plans in the Purchase Agreement with the City?**

Due to the narrowness and grade of this portion of the site, development opportunities may be limited. However, there may be potential to place a row of townhomes running north/south along 12th Street. These townhomes could utilize the Work Force Housing Tax Credit or other financing. This option would need to be further explored with a civil engineer and architect. In short, because of the challenges presented by this portion of the site, we do not have an immediate use planned for it. As mentioned in our responses to Questions 5 and 6, we are open to working with the City to determine the best way to address this area.

**8. If you are not the selected developer for this project, are you willing to consider other city-owned sites for a tax credit development?**

We currently view the Hatchery Site as our primary choice for pursuing a 9% Housing Tax Credit application in the immediate future. However, if we are not selected for this project, we would be open to discussing other



city-owned sites for a potential tax credit development. We remain committed to partnering with the City of Newton to help meet its affordable housing goals.

We hope this information will be helpful as we continue our conversations regarding how Haan Development can answer the needs of the City of Newton. Should you have any further questions regarding the information please reach out to me at (231) 769-0931 or [andrew@haandev.com](mailto:andrew@haandev.com).

Thank you in advance for your consideration and we look forward to working with you to deliver housing in Newton.

Sincerely,

A handwritten signature in blue ink, reading "Andrew Schorfhaar". The signature is fluid and cursive, with the first name "Andrew" and last name "Schorfhaar" clearly legible.

Andrew Schorfhaar  
Vice President

# GRATUS –

- Please provide a summary table for all units, to include:
  - Number of units at each of your configurations – e.g., 1 BR, 1 bath, etc., and designated as being in a townhome or apartment unit, as applicable.
  - For each configuration, include the square footage of the unit.
  - Each configuration should also list your target demographic for each AMI percentage (30%, 60%, etc.) and include the projected rent for each AMI level (if necessary, break out 1 person, 2 people, and 3 or 4-person family)

| Bedrooms | Bathrooms | Type     | Square Feet (approx.) | Number of Units | Median Income % | Rent     |
|----------|-----------|----------|-----------------------|-----------------|-----------------|----------|
| 1        | 1.0       | Townhome | 700 to 750            | 2               | 30%             | \$ 381   |
| 1        | 1.0       | Townhome | 700 to 750            | 4               | 40%             | \$ 530   |
| 1        | 1.0       | Townhome | 700 to 750            | 3               | 60%             | \$ 736   |
| 1        | 1.0       | Townhome | 700 to 750            | 6               | 80%             | \$ 1,002 |
| 2        | 1.0       | Townhome | 900 to 950            | 2               | 30%             | \$ 450   |
| 2        | 1.0       | Townhome | 900 to 950            | 4               | 40%             | \$ 629   |
| 2        | 1.0       | Townhome | 900 to 950            | 11              | 60%             | \$ 878   |
| 2        | 1.0       | Townhome | 900 to 950            | 8               | 80%             | \$ 1,196 |

Note, the below AMI income levels are the same across projects as it is location determined, including for easy reference

| LIHTC Income Limits for 2024<br>(Based on 2024 MTSP Income Limits) |                                                                                     |        |        |        |        |        |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------|--------|--------|--------|--------|
|                                                                    | Charts                                                                              | 60.00% | 30.00% | 40.00% | 60.00% | 80.00% |
| 1 Person                                                           |  | 36,420 | 18,210 | 24,280 | 36,420 | 48,560 |
| 2 Person                                                           |  | 41,640 | 20,820 | 27,760 | 41,640 | 55,520 |
| 3 Person                                                           |  | 46,860 | 23,430 | 31,240 | 46,860 | 62,480 |
| 4 Person                                                           |  | 52,020 | 26,010 | 34,680 | 52,020 | 69,360 |

- Please provide details on the features that would fall into the Community Improvements criteria (children's play area, community room, outdoor social space, etc.), including what amenities would be in these spaces, the size of each space, and why you chose the location on the property for them. Would there be an onsite "community director" role, or expectation of the property manager to provide this role? What would the role entail?

The project includes several community-focused features:

## Community Room (min 800 sq ft)

- Furnishings and room design accessible (incl. hearing, vision, and mobility impairments)
- Kitchenette for hosting events

- Tables and gathering area
- Space will be available for reservation (free) by residents if they are hosting gatherings
- Residential property manager office
- Can be utilized for programming and services

**Community walkability features and landscape**

- Sidewalks and curb cuts as appropriate
- Benches
- Native plantings

**Community garden area**

**Other amenities and features:**

- Video security system and exterior lighting
- In unit washer and dryer
- Fiber cement board siding or similar (storm resistant)
- Energy star appliances and water conserving toilets
- LVT or similar resilient flooring
- Mini Split HVAC – this is an energy efficient HVAC system that will save the resident in utility costs and still be effective for our cold winters and warm summers
- Each unit will have covered entrance and storm door
- Development will be built with energy efficiency in mind, this will result in a Home Energy Rating Systems (HERS) Index of 70
- Passive radon system (able to be activated if radon detected)
- All units will be ADA adaptable (easy to shift to ADA if needed) and 10%-20% of units will be built ADA accessible

**Onsite Property Manager**

We will have an onsite property manager. Gratus will be the owner and operator and hire a third-party property manager with presence in the area and experience in LIHTC. When vetting property managers, we will ensure they provide the following services:

- Daily operations and coordination of the property – tenant communications, coordinating maintenance and repair of units, rent collection and finance management of operations, routine inspections, lease up and marketing
- Compliance and operations experience of LIHTC properties
- Community building activities and events
- Knowledge of local service organizations and providers

It is also worth mentioning that Gratus' approach to community based development extends into the operations of the property. I have already started to explore local service organizations and non-profits that may be beneficial to our residents or provide for a partnership opportunity. If selected, I will begin meeting with these groups to see how we can incorporate their existing services and resources into our development. These relationships are shared with the property manager to ensure they are aware of community resources for referral or on-site programming.

3. What is your specific plan for sheltering tenants in the event of a tornado or other major storm? Will a shelter be built into each unit, or will there be separate shelter constructed for multiple tenants? Please provide details.

My in-laws live in Greenfield Iowa, and we are thankful they are safe after the tornado this summer, so I understand the importance of planning for weather events.

Each townhome will have a safe interior room available for adverse weather. Additionally, the community room will have a safe interior room for the property management or anyone in the community room. We will work with our architects to ensure the safety of residents is prioritized. Property management will educate our residents on proper procedures in cases of adverse weather conditions and manage all communications in partnership with Gratus in the event of disaster or emergency

4. Will your company be requesting any city-sponsored financial incentives as part of a development agreement for this project? If so, please provide specific details on the type(s) and amount(s) of incentives requested.

We are requesting Tax Increment Financing in the amount feasible based on our assessed value. We have seen TIF in the amount of ~\$450,000 in similar sized cities for projects such as this. If the TIF does not support \$450,000, we would request to decrease the purchase price of the land (currently offered at \$200,000) to offset this decrease in sources as the City sees feasible. We would work in partnership with the City to find a way to make this project feasible and beneficial to the community. Gratus will continue seeking other funding sources to fill our capital stack, including reaching out to the Central Indiana Housing Trust Fund.

If the City proposes another source of funds than TIF, we would like to request a 10 year tax abatement in lieu of the TIF financing.

5. Is your company willing to remove the age-restriction and open it up to younger people and families seeking affordable housing?

Yes, if Newton deems family more desirable, we can eliminate the age restriction. Some aspects of the proposed project will change to better suit families, these include:

- Adding a playground

- Incorporating 3-bedroom units and decreasing the number of 1- and 2-bedroom units

- example breakdown: 20% 1-bedroom, 40% 2-bedroom, 40% 3-bedroom

- 3-bedroom rents would be affordable and below the LIHTC maximum rents. I would need to rework our underwriting to give exact ranges, but typically Gratus aims to make rents more affordable by only charging 80% of the LIHTC maximum rent

- Some units may become 2-story to allow for increased bedroom sizes (still prioritizing ADA and accessibility as feasible)

6. If you are not the selected developer for this project, are you willing to consider other city-owned sites for a tax credit development?

If Newton would like another 9% submission in the community, Gratus would be willing to consider another City site. However, I want to make sure Newton is aware of an IFA rule for the 9% LIHTC program. "A city in a rural county shall receive no more than 1 Tax Credit award, and a rural county shall receive no more than 2 9% Tax Credit awards."

IFA considers Newton a rural city. As such, **only one 9% LIHTC project will be funded in Newton this year.** IFA will fund the highest scoring project in Newton. If the City wants to prioritize one site over another, you should keep this in mind. It is my understanding the Thriving Communities are still held to this cap. While it would be advantageous to Gratus to try with another City site, I wanted to make sure the City was making this offer with all the relevant information.

This does not impact Workforce projects, *only* 9% LIHTC. Gratus is only seeking 9% projects at this time.

Best regards,  
Danielle

October 15, 2024

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

Re: Response to questions regarding proposal for “The Hatchery” at 1015 N 3<sup>rd</sup> Ave E, Newton, IA

To whom it may concern:

Please find our responses to your question. If you have any further questions feel free to reach out.

1) Please provide a summary table for all units, to include:

- Number of units at each of your configurations – e.g., 1 BR, 1 bath, etc., and designated as being in a townhome or apartment unit, as applicable.
- For each configuration, include the square footage of the unit.
- Each configuration should also list your target demographic for each AMI percentage (30%, 60%, etc.) and include the projected rent for each AMI level (if necessary, break out 1 person, 2 people, and 3 or 4-person family)

[See the attached](#)

2) Please provide details on the features that would fall into the Community Improvements criteria (children’s play area, community room, outdoor social space, etc.), including what amenities would be in these spaces, the size of each space, and why you chose the location on the property for them. Would there be an onsite "community director" role, or expectation of the property manager to provide this role? What would the role entail?

[The project will contain within the large multi-story building, a community room that includes kitchenette, open seating, and a computer center. In addition, there would be an activity room that contains storage cabinetry and a sink for various different uses. On the exterior of the building there would be a playground designed for children aged 5-12.](#)

[Sizing of the community spaces in the building would be a minimum 600 s.f. community room and an activity room that would be a minimum of 350 s.f. The community room and activity rooms are located within the large multi-story building and located centrally to the remainder of the spaces. This gives the residents a central place to promote community interaction while also being located near the management office to allow the property management team the ability to maintain those spaces. The playground is located in close proximity to the multi-story building while also keeping it located away from the main traffic through the development. This will keep children playing within the playground area safe.](#)

[Pivotal’s existing property already has staff dedicated to planning social events, group outings, and coordinating health and wellness outreach at the property. Our plan is to extend this person’s role to include planning and promotes events, outings, and access to services for the residents of The Hatchery. Our property management is also excited to be able to replicate our Adopt and Grandparent/Grandkid program in Newton. When Pivotal has both Senior and Family properties in the same neighborhood, our](#)

staff facilitates a connection between to kids and the seniors in those buildings, including hosting specific events for the participants, community volunteer projects, craft and gift projects throughout the year, and even homework help and sports coaching from our Senior community when we can find the right connection.

3) What is your specific plan for sheltering tenants in the event of a tornado or other major storm? Will a shelter be built into each unit, or will there be separate shelter constructed for multiple tenants? Please provide details.

While the current building codes do not require a shelter within the building, the community room typically serves as the primary gathering point for these types of developments given its central location within the development. This could include a separate storage area for emergency water supplies.

4) Will your company be requesting any city-sponsored financial incentives as part of a development agreement for this project? If so, please provide specific details on the type(s) and amount(s) of incentives requested.

We are requesting a below-market land price from the City. Our offer is based on our understanding that the primary goal is a financially viable application to IFA for the 9% tax credit program. We are committed to offering the highest price possible for the land in order to meet the program requirements. We will be transparent about our financial stack and collaborate, as we have in the past, to leverage all available resources.

If the City would like to explore the use of City incentives, particularly a TIF as we have in the past, it would likely allow us to increase the purchase price. Our goal is to provide the most efficient financing for all stakeholders. Pivotal has always been transparent in our approach to financing the project and we believe by working together we can leverage more resources.

5) What does your company propose to do with the indicated vacant land on the northeast side of the site . . . short term and long term?

Provided that we can achieve grading acceptable for Emergency Service ingress/egress, we do not need the vacant land on the Northeast side of the site. The access drive must be a through-way to accommodate those emergency services.

6) If there is no planned use for the vacant land, would you be amenable to selling the land to another developer?

Once the parcel has been defined in the tax credit application, we cannot subdivide it until the expiration of 15 year compliance period. If the City's intention is to see that land developed in the next 15 years, we should remove it from the project prior to acquisition by Pivotal and the City should retain ownership of the land. We support this approach if it aligns with the City's desired outcomes.

7) If there is a future development plan for this land, please provide details for that plan, including timing of construction. Are you willing to memorialize your future use and/or development plans in the Purchase Agreement with the City?

Yes. Our purchase agreement would be revised to include only the land being developed as part of the 9% tax credit application.

8) If you are not the selected developer for this project, are you willing to consider other city-owned sites for a tax credit development?

Yes. We are very interested in building more projects in Newton and are evaluating across the street from our existing property, Newton Place, for a possible combination of brownfield and workforce development tax credits. Pivotal has a history of both successful and attempted development projects in Newton and we look forward to working with the City for the foreseeable future to build more housing. Even if we are not selected as the developer of The Hatchery, we are not interested in pursuing a second 9% Tax Credit application for this year's funding cycle. The QAP prevents more than 1 award being given in any rural city, like Newton. Therefore, applying for a second 9% tax credit project would reduce the possibility of achieving the City's primary goal- securing an award of The Hatchery.



| Unit # | Bedroom(s) | Bathroom(s) | Type      | Net Sqft | AMI% | Net Rent |                         |
|--------|------------|-------------|-----------|----------|------|----------|-------------------------|
| 1      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 2      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 3      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 4      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 5      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 6      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 7      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 8      | 1          | 1           | Apartment | 639      | 60%  | \$ 576   | Rent reduced to 40% AMI |
| 9      | 2          | 1.5         | Townhome  | 1000     | 60%  | \$ 800   |                         |
| 10     | 2          | 1.5         | Townhome  | 1000     | 60%  | \$ 800   |                         |
| 11     | 2          | 1.5         | Townhome  | 1000     | 60%  | \$ 800   |                         |
| 12     | 2          | 1.5         | Townhome  | 1000     | 60%  | \$ 800   |                         |
| 13     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 685   | Rent reduced to 40% AMI |
| 14     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 685   | Rent reduced to 40% AMI |
| 15     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 16     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 17     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 18     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 19     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 20     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 21     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 22     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 23     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 24     | 2          | 1.5         | Apartment | 824      | 60%  | \$ 800   |                         |
| 25     | 3          | 1.75        | Townhome  | 1105     | 60%  | \$ 950   |                         |
| 26     | 3          | 1.75        | Townhome  | 1105     | 60%  | \$ 950   |                         |
| 27     | 3          | 1.75        | Townhome  | 1105     | 60%  | \$ 950   |                         |
| 28     | 3          | 1.75        | Townhome  | 1105     | 60%  | \$ 950   |                         |
| 29     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 30     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 31     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 32     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 33     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 34     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 35     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 36     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 37     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 38     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 39     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |
| 40     | 3          | 1.75        | Apartment | 1017     | 60%  | \$ 900   |                         |

## City of Newton Council Report

**Item:**

Resolution naming 224 West 3rd Street North Harmony Park and officially designating the property as part of the City Parks system

**Summary:**

Action designating the 224 West 4th Street North "Harmony Park."

**Financial Impact:**

None, officially designating/naming the park.

**Report Number:** 2024-1004

**Date:**

October 21, 2024

**Lead Department:**

Community Development

**Recommendation:**

Approve

**Background:**

A splash pad facility was constructed at 224 West 3<sup>rd</sup> Street North, and will be ready for operation in 2025. Additionally, it is necessary to formally designate the property as part of the City parks system and to give it an official name.

At their last meeting, the Park Board recommended officially naming 224 West 3rd Street North "Harmony Park."

**Recommendation:**

Staff recommends approval of the resolution which aligns with the Park Board recommendation to designate 224 West 3rd Street North "Harmony Park."

Matt Muckler, City Administrator

**RESOLUTION 2024- \_\_\_\_\_**

**RESOLUTION APPROVING THE NAMING OF 224 WEST 3<sup>rd</sup> STREET NORTH,  
HARMONY PARK AND OFFICIALLY DESIGNATING THE PROPERTY AS PART OF  
THE CITY PARKS SYSTEM**

**WHEREAS**, a splash pad facility was constructed at 224 West 3<sup>rd</sup> Street North, and will be ready for operation in the spring of 2025; and

**WHEREAS**, the Newton Parks Board made a recommendation to the Newton City Council, during their September 18, 2024, meeting to officially name the property at 224 West 3<sup>rd</sup> Street North “Harmony Park”; and

**WHEREAS**, Community Development Department through its Parks and Recreation Division will assume all maintenance tasks required to maintain this property;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the property at 224 West 3<sup>rd</sup> Street shall be deemed a city park, and that the property shall be officially named “Harmony Park.”

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newton, Iowa, that the Community Development Director is hereby authorized to direct staff in the maintenance of this property.

**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 awarding contract for the Westwood Clubhouse Phase 2 Interior Project

**Summary:**

Award of contract to complete interior improvements, including mechanicals, HVAC, plumbing, finished floors and interior walls

**Financial Impact:**

\$692,000.00 to be paid from ARPA Funds, 2024 bond proceeds and future 2025 bond proceeds

**Report Number:** 2024-1015**Date:**

October 21, 2024

**Lead Department:**

Public Works

**Recommendation:**

Approve

**Background:**

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

Previous projects have been completed, including asbestos abatement, demolition, site grading, and utilities and footings.

This project will complete interior improvements, including mechanicals, HVAC, plumbing, finished floors and interior walls. ISG has prepared plans and specifications. The following bids were received and opened on October 14, 2024:

|                                                  |                  |
|--------------------------------------------------|------------------|
| Ball Team, LLC – Urbandale, Iowa                 | \$692,000.00     |
| Accurate Commercial, LLC – West Des Moines, Iowa | \$793,000.00     |
| Eick & Day Construction, LLC - Johnston, Iowa    | \$732,400.00     |
| Edge Commercial, – Grimes, Iowa                  | \$762,900.00     |
| Graphite Construction, – Urbandale, Iowa         | \$717,000.00;and |

The apparent low bid of \$692,000.00 is from Ball Team, LLC. The cost estimate for this project was \$500,000.00.

The project's cost will be paid using ARPA Funds, 2024 bond proceeds and future 2025 bond proceeds.

**Recommendation:**

Staff recommends approval.

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

Matt Muckler, City Administrator

**RESOLUTION 2024- \_\_\_\_\_**

**RESOLUTION AWARDING CONTRACT FOR THE  
WESTWOOD GOLF COURSE CLUBHOUSE PHASE 2 INTERIOR PROJECT**

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

**WHEREAS**, previous projects have been completed, including asbestos abatement, demolition, site grading, utilities and footings. This project will complete interior improvements, including mechanicals, HVAC, plumbing, finished floors and interior walls; and

**WHEREAS**, ISG has prepared plans and specifications for the proposed project; the following bids were received and opened on October 14, 2024:

|                                                  |                  |
|--------------------------------------------------|------------------|
| Ball Team, LLC – Urbandale, Iowa                 | \$692,000.00     |
| Accurate Commercial, LLC – West Des Moines, Iowa | \$793,000.00     |
| Eick & Day Construction, LLC - Johnston, Iowa    | \$732,400.00     |
| Edge Commercial, – Grimes, Iowa                  | \$762,900.00     |
| Graphite Construction, – Urbandale, Iowa         | \$717,000.00;and |

**WHEREAS**, the engineer’s cost estimate for this project was \$500,000.00; and

**WHEREAS**, City Staff recommends that Council award a contract to Ball Team, LLC of Urbandale, Iowa, in the amount of \$692,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Newton, Iowa, that the bid of Ball Team, LLC of Urbandale, Iowa, in the amount of six hundred and ninety-two thousand dollars and zero cents (\$692,000.00) for the Westwood Golf Course Clubhouse Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Ball Team, LLC of Urbandale, Iowa, for the Westwood Golf Course Clubhouse Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved. The City shall utilize ARPA Funds, 2024 bond proceeds and future 2025 bond proceeds to pay for the Phase 2 Interior project.

**PASSED** this \_\_\_\_\_ day of October, 2024.

**APPROVED** this \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Evelyn George, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

# Letter of Recommendation



OCTOBER 14, 2024

Joe Grife  
Public Works Director  
City of Newton  
303 WS 4<sup>th</sup> Street North + Suite 501  
Newton, IA 50208  
JoeG@newtongov.org

---

## RE: Official Notice for City of Newton Westwood Golf Course – Phase 2 Building Shell

Joe,

On Monday, October 14, 2024, Bids were received for the Newton Westwood Golf Course – Phase 1 Building Shell . A total of (5) bids were received ranging from \$692,000 to \$793,000.

The apparent low bidder is Ball Team, LLC of Urbandale, Iowa with a base bid of \$692,000. Ball Team also provided pricing for both alternates: \$71,500 for Add Alternate #1 (Bar) and \$2,350 for Add Alternate #2 (Window Shades). If none, either, or both alternates are accepted, Bal Team remains the low bidder.

Upon review of bids, Ball Team appears to have a complete and consistent bid package with complete and accurate bid forms.

Ball Team was previously awarded the phase 1 scope of work. ISG recommends that the City of Newton award the phase 2 scope of work to Ball Team LLC. Furthermore, ISG recommends to **NOT APPROVE** Alternate #1 at this time due to added input on design and to **APPROVE** alternate #2.

Sincerely,

**Erik Pingel**  
Project Manager  
Erik.Pingel@ISGInc.com

# Bid Tabulation



**Project Name:** Westwood Golf Course Clubhouse – Phase 2  
**Bid Letting Time + Date:** 11:00 a.m. October 14, 2024  
**Bid Letting Location:** Newton, Iowa - Office of the Public Works Director

| CONTRACTOR          | BID BOND | BIDDER STATUS FORM | ADD. #1 | ADD. #2 | ADD. #3 | BASE BID  | ALT 1 (BAR) | ALT 2 (SHADES) | TOTAL (BASE + ALTERNATES) |
|---------------------|----------|--------------------|---------|---------|---------|-----------|-------------|----------------|---------------------------|
| Accurate Commercial | X        | X                  | X       | X       | X       | \$793,000 | \$21,700    | \$2,300        | \$817,000                 |
| Ball Team, LLC      | X        | X                  | X       | X       | X       | \$692,000 | \$71,500    | \$2,350        | \$765,850                 |
| Eick & Day          | X        | X                  | X       | X       | X       | \$732,000 | \$81,800    | \$2,330        | \$816,130                 |
| Edge Commercial     | X        | X                  | X       | X       | X       | \$762,900 | \$88,000    | \$2,600        | \$853,500                 |
| Graphite            | X        | X                  | X       | X       | X       | \$717,000 | \$58,950    | \$3,700        | \$779,650                 |
|                     |          |                    |         |         |         |           |             |                |                           |
|                     |          |                    |         |         |         |           |             |                |                           |
|                     |          |                    |         |         |         |           |             |                |                           |
|                     |          |                    |         |         |         |           |             |                |                           |
|                     |          |                    |         |         |         |           |             |                |                           |

SECTION 00 4100  
BID FORM

CITY OF NEWTON WESTWOOD  
GOLF COURSE CLUBHOUSE PHASE 2  
NEWTON, IOWA  
ISG NO. 24-31016

Ball Team, LLC  
Submitted By (Company Name)

10/14/2024  
Date

Ladies and Gentlemen:

The undersigned being familiar with the conditions; having made a field inspection and investigation I/we deem necessary; having studied the Plans and Specifications for the work, and being familiar with all factors and other conditions affecting the work and cost thereof, hereby propose to furnish all labor, tools, materials, skills, equipment, building permit, other fees and permits, and all else necessary to completely construct the project in accordance with the Plans and Specifications as prepared by ISG, 217 East 2nd Street, Suite 110, Des Moines, Iowa 50309 for the prices as entered on the following pages of this proposal.

I/We hereby certify that I am/we are the only person, persons, firm or corporation interested in this proposal as principals and that it is made without collusion with any person, firm or corporation.

It is understood that the following Bid/Bids shall include all necessary materials, labor, supervision, machinery, equipment, tools, bracing, false work and other means of construction, including all necessary tests incidental to such installation.

I/We guarantee all of the work performed under this contract shall be done in accordance with the drawings and specifications, in a good and workmanlike manner, and to redo or repair any work which may be rejected due to defective materials or workmanship, prior to the final acceptance of the project, by the Project Architect and the Owner.

I/We propose to begin work and to prosecute the work so as to complete the same as indicated.

BASE BID: Interior buildout of post framed wood building bid out in Phase 1 project and already under construction. Scope in Phase 2 shall include all items inside the building including full mechanical and plumbing systems (above ground and underground) to connect into existing site utilities ran to the area, and other related Work indicated in the Drawings and Specifications for the Sum of:

Six hundred ninety two thousand Dollars  
( 692,000 )

ADD ALTERNATE NO. 1: Provide built-in bar, floor finish at the bar, wall finishes behind the bar, and fixed casework in the Bar and Pro-Shop, as indicated on the drawings, for the Sum of:

Add (Deduct) seventy one thousand five hundred Dollars  
( \$71,500 )

ALTERNATE NO. 2: Provide window treatments, including manual window treatments, as indicated on the drawings, for the Sum of:

Add (Deduct) two thousand three hundred fifty Dollars  
( \$2,350.00 )





CONTRACT TIME: If this Bid is accepted, I/we will:

Commence work as soon as possible after Receipt of Notice to Proceed and shall complete the Work by the time indicated per Section 00 3113 - Bidding and Construction Schedule.

BID SECURITY - CONTRACTS: A properly executed bid bond of a sum no less than five percent (5%) of the base bid amount or a certified check in the amount of \$\_\_\_\_\_ equal to no less than five percent (5%) of the base bid amount accompanies this proposal.

It is understood that bids may not be withdrawn for a period of 30 days after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the bid security of the bidders for a period not to exceed 30 days after the date set for the opening of bids.

Acknowledgement of Liquidated Damages X

Acknowledgement or Receipt of Addendum (if issued)

Received Addendum No. 1, dated 09/26/2024

Received Addendum No. 2, dated 10/09/2024

Received Addendum No. 3, dated 10/11/2024

(A CORPORATION)

(A LIMITED PARTNERSHIP)

(A GENERAL PARTNERSHIP)

(A SOLE PROPRIETORSHIP)

(CIRCLE ONE OR INDICATE COMPANY OWNERSHIP STRUCTURE TYPE ABOVE)

COMPANY NAME: BALL TEAM, LLC

ADDRESS: 10550 NEW YORK AVE, SUITE 200  
URBANDALE, IA 50322

SUBMITTED BY: MATTHEW KARNIS  
(PRINT OR TYPE NAME)

TITLE: PARTNER

PHONE NUMBER: 1 ( 515 ) 440 - 4544

FAX NUMBER: 1 ( 515 ) 457 - 8265

E-MAIL ADDRESS: mkarnis@buildwithball.com

SIGNATURE: 

END OF SECTION

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No

My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☒ No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☒ No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☒ Yes ☐ No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☒ No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☒ No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☒ No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☒ Yes ☐ No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☒ No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

|                                       |               |
|---------------------------------------|---------------|
| <b>To be completed by all bidders</b> | <b>Part A</b> |
|---------------------------------------|---------------|

---

Please answer "Yes" or "No" for each of the following:

☒ Yes ☐ No      My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*

☒ Yes ☐ No      My company has an office to transact business in Iowa.

☒ Yes ☐ No      My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☒ Yes ☐ No      My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☒ Yes ☐ No      My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 10 / 01 / 23 to 10 / 14 / 24 Address: 10550 NEW YORK AVE, SUITE 200  
City, State, Zip: Urbandale, IA 50322

Dates: 01 / 01 / 13 to 09 / 30 / 23 Address: 10550 NEW YORK AVE, SUITE 100  
City, State, Zip: Urbandale, IA 50322

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_\_

DATE - 09-16-2024

1. Name of home state or foreign country reported to the Iowa Secretary of State:

---

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

---

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*You may attach additional sheet(s) if needed.*

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Signed Name: Matthew Karns Signature: 

Firm Name: Ball Team, LLC Date: 10/14/2021

Email Address: mkarns@buildwithball.com Phone Number: 515-440-4544

309-6001 (08-23)





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Ball Team, LLC

10550 New York Avenue, Suite 200  
Urbandale, IA 50322

### OWNER:

(Name, legal status and address)

City of Newton  
101 W. 4th Street S.  
Newton, IA 50208

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

City of Newton Westwood Golf Course Clubhouse Phase 2, Project No. 24-31016, Newton, IA

### SURETY:

(Name, legal status and principal place  
of business)

Endurance Assurance Corporation  
4 Manhattanville Road  
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

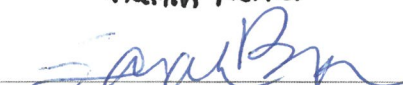
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2024

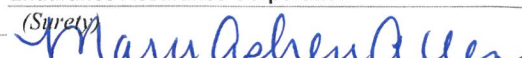
  
(Witness) Austin Horner

  
(Witness) Sarah Brown, Surety Witness

Ball Team, LLC

(Principal)  (Seal)

(Title) MATTHEW KARNs, PARTNER  
Endurance Assurance Corporation

(Surety)  (Seal)  
(Title) Mary Ashley Allen, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110







KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Todd Bengford, Jessica Jean Rini, Mary Ashley Allen** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

*Richard M Appel*  
By:  
Richard Appel; SVP & Senior Counsel

*Richard M Appel*  
By:  
Richard Appel; SVP & Senior Counsel

*Richard M Appel*  
By:  
Richard Appel; SVP & Senior Counsel

*Richard M Appel*  
By:  
Richard Appel; SVP & Senior Counsel



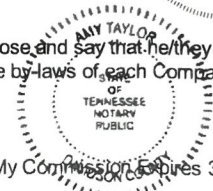
ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his/her office under the by-laws of each Company.

By:

*Amy Taylor*

Amy Taylor, Notary Public – My Commission Expires 3/9/27



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:  
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of October, 20 24

*Daniel S. Luge*  
By: Daniel S. Luge, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870