



Newton City Council Agenda

February 3, 2025 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

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

Consent Agenda

3. January 16, 2025 Special City Council Meeting Minutes
4. January 20, 2025 Special City Council Meeting Minutes
5. January 20, 2025 Regular City Council Meeting Minutes
6. January 20, 2025 Budget Workshop Minutes
7. Approve Liquor Licenses for the following: Dollar General #3032 - LC0000159, 1803 1st Ave E, ownership updates pending background check; Los Amigos Mexican Bar and Grill, Inc - LC0048081, 2002 1st Ave E, Class C Retail Alcohol License, Outdoor Service renewal
8. Resolution adopting 2025 S19 Supplement to the "Code of Ordinances of The City of Newton, Iowa, 2016," and approving distribution of the same to code subscribers
9. Resolution appointing Robert McCormick to the Newton Planning and Zoning Commission for an unexpired term ending December 31, 2027
10. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-01)
11. Resolution sponsoring the application of TPI Composites, Inc., dba TPI Iowa, LLC, to the Iowa Economic Development Authority High Quality Jobs Program
12. Resolution approving a 28E agreement with the Iowa Department of Revenue, Alcohol & Tax Compliance Division for participation in underage alcohol compliance checks

13. Resolution approving the Agreement for Covenants and Restrictions for 515 West 4th Street North, Newton, Jasper County, Iowa
14. Resolution approving the Amended Purchase Agreement for the "Hatchery Site" at 1015 North 3rd Avenue East, 1117 North 3rd Avenue East, and 211 East 12th Street North
15. Resolution accepting completion of the Outdoor Warning Sirens Electrical service project
16. Resolution approving an amendment to the Professional Services Agreement for the Public Works Community Development Wash Bay Project
17. Resolution approving an agreement with Driving Cap Entertainment for a UV glow foam party at Newton Fest 2025
18. Resolution awarding contract for the Newton Public Library Furnace Replacement & Installation Project
19. Resolution Amending Resolution 2024-277 Authorizing the Newton Fire Department to accept the 2023 Assistance to Firefighters Grant award in the amount of \$ 62,904.76
20. Resolution amending Resolution 2024-373 for Awarding the Bid and Contracting for the Purchase and Installation of an Upgrade to the Fire Department Vehicle Exhaust Removal System.
21. Resolution approving the purchase of public area furniture for the Westwood Clubhouse
22. Resolution setting the date for public hearings on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder
23. Approve Bills

Ordinance

24. Second Consideration of an Ordinance to adopt the Code of Ordinances of the City of Newton, Iowa, 2025, AKA "City Code"
 - On August 1st, 2016 the City Council adopted the 2016 City Code of Newton, Iowa; and adds new ordinances and amendments upon passage by supplementation to the City Code as required by Iowa Code 380.8.
 - It is now appropriate to adopt the 2025 code of compiled and existing ordinances under the statute, without any substantive changes proposed.
25. Second Consideration of an Ordinance amending The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning
 - As the City Council has endeavored to find a location for the animal control facility, it became apparent that the zoning code does not clearly address when and where such facilities are allowed, leaving too much up to interpretation.
 - On January 7, 2025, the Planning and Zoning Commission reviewed zoning code amendments which provide stronger clarity on the matter of kennel, pet boarding, and pounds.
 - The code amendments provide specific location criteria as it relates to nearby uses and establish a conditional use permit requirement, which requires a public hearing and neighborhood

notification prior to a decision, for certain household pet housing facilities within the agriculture, commercial, and industrial districts.

Resolution

26. Resolution Approving a three year Professional Services Agreement with Schneider Geospatial, LLC for the GeoPermits Portal Development, Hosting, and Maintenance
 - Currently, Community Development and Public Works utilizes an antiquated, paper-based system for building permits, zoning applications, and engineering permitting, such as right of way permitting or road closures.
 - Using a GIS, web-based permitting system provides opportunity to update permits with inspection data in the field, improve citizen access to information/transparency, reduce paper, and reduce staff time dedicated to permit processing.
 - The City of Newton currently utilizes Schneider GeoSpatial for mapping and system monitoring in the areas of utilities, cemetery, zoning, and city-owned infrastructure. As a current client, a discount is realized in this professional services agreement.
27. Resolution Authorizing Temporary Positions in the Administration Department and the Police Department for FY26
 - During the FY26 Budget process, staff proposed hiring an additional Financial Analyst on July 1, 2025 to train and be fully ready for duties when the Finance Officer retires in April of 2026
 - In addition, the Police Department has 2 long term officers that will be retiring early in 2026. It was discussed and agreed upon to hire 2 additional Police Officers on August 1, 2025 so each can be sent to the Police Academy in the Fall of 2025 and be ready for duty when the retirements occur in early 2026
28. Resolution approving reorganization of staffing for Westwood Golf Course
 - With the new clubhouse opening in 2025, opportunities for growth in patronage at the golf course and clubhouse is anticipated with new events, golf simulators, increased food and beverage offerings, and so on.
 - Staffing is important to encourage growth and increase offerings. The reorganization proposal retitles the existing Golf Pro and authorizes a new Golf Pro position. No change is proposed to the previously authorized Clubhouse Manager position.
29. Resolution approving the purchase of two golf simulators for the Westwood Clubhouse
 - The design of the new clubhouse includes space for two golf simulators, a feature which was desired by the fundraising

committee to enhance the experience and potential revenue at Westwood Golf Course.

- City staff sought quotes from three vendors, and recommends purchase of two golf simulators from Full Swing, which is the lower cost option when considering up front purchase price with the annual maintenance/software fee.
- Upfront purchase of \$126,510.00 paid for using privately donated funds; \$2,200 annual fee paid for using Golf Fund.

30. Resolution supporting the Grow Solar Program

- “Grow Solar” is a free educational program that The Nature Conservancy with other partners help coordinate in multiple counties throughout the state to help homeowners, business owners and farmers learn more about solar energy, break down barriers, receive critical consumer education, and pool their purchasing power together to go solar at even more affordable prices. *It’s an attempt to raise awareness among municipalities and residents regarding solar energy and installation.*

31. Resolution authorizing the City of Newton to update a 28E Agreement for Mutual Assistance for Poweshiek County Emergency Services

- This is a 28E agreement, similar to our agreement with Poweshiek County, that provides a path for sharing resources through a mutual aid system.
- Agencies retain the right to determine if they have the resources to share and have complete control over shared resources.
- This agreement does not have an expiration date and has an option for cancellation with a sixty (60) day notice.

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

- The Fire Department will have a planned resignation on 4/1/2025 and is requesting to hire ahead with a temporary position.
- Temporary position allows time for completion of employment offer and orientation for employee to be ready to function in position on date the resigning employee leaves.
- The temporary position will be eliminated when the employee transitions to permanent full time.

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 SPECIAL MEETING CITY COUNCIL MEETING MINUTES
JANUARY 16, 2025, 4:00 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 4:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mullan, Dalton (via telephone), Hallam, Ervin. Absent: Mills, Simbro.

Consent Agenda

2. Approve Special Event Liquor License for the following: Apres Bar Co, LLC, 3333 Rusty Wallace Drive, Class C Retail Alcohol License for Special Event January 18, 2025

Moved by Mullan, seconded by Ervin to approve consent agenda item 2. AYES: Four. NAYS: None. Consent Agenda was adopted.

Adjourn

Moved by Ervin, seconded by Mullan to adjourn the meeting at 4:04 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON SPECIAL MEETING CITY COUNCIL MEETING MINUTES
JANUARY 20, 2025, 5:30 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 5:30 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro Tem Mullan presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Closed Session

2. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2025.

At 5:31 P.M., it was moved by Mills, seconded by Ervin to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

3. Return to Open Session

Council returned to open session at 5:58 P.M. with all members present.

Adjourn

Moved by Mills, seconded by Simbro to adjourn the meeting at 5:58 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON CITY COUNCIL MEETING MINUTES
JANUARY 20, 2025, 6:00 PM

Pledge

Pledge of Allegiance

Mayor Pro Tem Mullan asked everyone present to join in saying the Pledge of Allegiance.

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro Tem Mullan presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Presentation

2. Grow Solar Program (Free Educational Program on Solar Energy) - Jessica Maldonado from The Nature Conservancy

Solar is a great economic driver in our state, creating 1000 jobs in Iowa. Zillow reports homes with solar sell for 4.1% more on average than comparable homes. This program utilizes bulk purchasing power and provides community education.

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. There was no citizen participation.

Consent Agenda

Moved by Mills, seconded by Ervin to approve consent agenda items 4-17. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. January 6, 2025 Regular City Council Meeting Minutes

5. January 6, 2025 Workshop Minutes

6. Approve Liquor Licenses for the following: American Legion Newton Post 111 - LC0018906, 1101 W 4th St S, Class C Retail Alcohol License, Outdoor Service, Catering renewal pending Dramshop verification; Biaggios Italian Restaurant, LLC - BW0097269, 2331 1st Ave E, Special Class C Retail Alcohol License renewal pending Dramshop verification; Cardinal Lanes - LC0046802, 1300 S 5th Ave E, Class C Retail Alcohol License renewal pending Dramshop verification; Dollar General #3032 - LG0000159, 1803 1st Ave E, Class B Retail Alcohol License renewal; Fore Seasons, 600 N 2nd Ave W, Class C Retail Alcohol License for Special Event February 13-17, 2025; Legends American Grill-Newton - LC0050866, 1425 W 19th St S, Class C Retail Alcohol License, Outdoor Service renewal pending Dramshop verification; Newton 66 #963 - LG0000322, 1806 S 12th Ave W, Class B Retail Alcohol License renewal

7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 25-01)
Resolution 2025-013 adopted.

8. Resolution authorizing the purchase of Water Meters and Radio Read End Points
Resolution 2025-014 adopted.

9. Resolution to accept a principal forgiveness SRF grant award
Resolution 2025-015 adopted.

10. Resolution authorizing the purchase of a vacuum street sweeper for the Public Works Department
Resolution 2025-016 adopted.

11. Resolution approving a tire recycling agreement with Liberty Tire Recycling
Resolution 2025-017 adopted.

12. Resolution approving a fiber optic easement for Mahaska Communication Group
Resolution 2025-018 adopted.

13. Resolution accepting completion of the City of Newton Roof Repair Project 2023-01 - Parks
Resolution 2025-019 adopted.

14. Resolution awarding contract for the City of Newton Fire Department Engine Bay Floor Reinforcing Project
Resolution 2025-020 adopted.
15. Resolution Approving a Renewal Contract with Regal Clean LLC for the Janitorial Services at the City Hall and Police Facility
Resolution 2025-021 adopted.
16. Resolution relating to the financing of proposed projects to be undertaken by the City of Newton, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code
Resolution 2025-022 adopted.
17. Approve Bills

Public Hearing

18. Public Hearing on a Resolution approving the purchase agreement for real property at City-owned property 1111 West 22nd Street South and Parcel Identification Number 0832477011
Mayor Pro Tem Mullan 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 Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
19. Resolution approving the purchase agreement for real property at City-owned property 1111 West 22nd Street South and Parcel Identification Number 0832477011
Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-023 adopted.
20. Public Hearing on a Resolution approving the Fastpitch SB Complex Minor Plat I
Mayor Pro Tem Mullan stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Hallam, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
21. Resolution approving the Fastpitch SB Complex Minor Plat I
Moved by Ervin, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-024 adopted.
22. Public Hearing on an Ordinance amending The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning
Mayor Pro Tem stated that this is the time and place for a Public Hearing on the above Ordinance. There were no written comments. Moved by Ervin, seconded by Dalton to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
23. First Consideration of an Ordinance amending The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning
Moved by Ervin, seconded by Mills to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.
24. Public hearing on a resolution rejecting bids for the 1st Ave E (Hwy 6) Traffic signal upgrade Project
Mayor Pro Tem Mullan 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 Hallam to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.
25. Resolution rejecting all bids for the 1st Ave E (Hwy 6) Traffic signal upgrade Project
Moved by Hallam, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-025 adopted.

Ordinance

26. First Consideration of an Ordinance to adopt the Code of Ordinances of the City of Newton, Iowa, 2025, AKA "City Code"
Moved by Ervin, seconded by Dalton to approve the first consideration of the Ordinance. AYES: Six. NAYS: None. First Consideration of the Ordinance was approved.

Resolution

27. Resolution approving the Award of Downtown Housing and Downtown Improvement grants for the building at 107 1st Avenue West
Moved by Hallam, seconded by Mills to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2025-026 adopted.

28. Resolution accepting the Resource Enhancement and Protection (REAP) Fund Grant for the purpose of constructing an ADA Accessible Fishing Pier and Walking Trails Around Cardinal Pond in Newton, Jasper County, Iowa
Moved by Dalton, seconded by Hallam to adopt the Resolution. Bruce Showalter, Newton Housing Development Corporation Director, proposed creating a Friends of Cardinal Pond tax exempt support group. AYES: Six. NAYS: None. Resolution 2025-027 adopted.

Mayor/Council Comments

29. Mayor and Council Comments
Mills is excited for all of the great things happening around Newton. He appreciates all of the support. Ervin agreed that a lot of good things are coming in 2025.

Adjourn

Moved by Mills, seconded by Hallam to adjourn the meeting at 6:37 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

NEWTON BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
JANUARY 20, 2025, 6:45 PM

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in special session at 6:45 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Presentation

2. Review of FY26 Proposed Budget - Lisa Frasier, Finance Officer & Candace Streeter, Sr Financial Analyst

Council reviewed comparable communities Mayor and Council salaries. In order to keep in line it is recommended to increase pay for the next council which starts on 01/01/26. Finance presented all of the fund revenues and expenditures. Council reviewed the employee compensation proposal.

3. Council Member Comments on Employee Compensation Proposal

Discussed the union contract wages and the pay matrix increases.

4. Council Member Input - Questions and Comments for Staff

Mayor/Council Comments

Adjourn

Moved by Dalton, seconded by Ervin to adjourn the meeting at 8:28 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

RESOLUTION NO. 2025-_____

RESOLUTION ADOPTING 2025 S19 SUPPLEMENT
TO THE “CODE OF ORDINANCES OF THE CITY OF NEWTON, IOWA, 2016”,
AND APPROVING DISTRIBUTION OF THE SAME TO CODE SUBSCRIBERS

WHEREAS, the City Council adopted the “Code of Ordinances of the City of Newton, Iowa, 2016” (hereinafter “2016 CITY CODE”), by ORDINANCE NO. 2264; and

WHEREAS, from time to time the City Council adopts new ORDINANCES adding to or deleting from or modifying the 2016 CITY CODE; and

WHEREAS, in order to maintain the 2016 CITY CODE as a complete and current compendium of city laws for the Citizens of Newton, Iowa, it is necessary to issue supplements to the 2016 CITY CODE consisting of new pages setting out ORDINANCES adopted by the City Council from and after effective date of the 2016 CITY CODE; and

WHEREAS, the 2025 S19 Supplement has been prepared and published online for 2016 CITY CODE subscribers; and

WHEREAS, pursuant to the provisions of §380.8, Code of Iowa (2025), ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as supplements to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the 2025 S19 Supplement bearing the notation “2025 S19”, to be substituted for pre-existing pages of the 2016 CITY CODE, is hereby approved and adopted as part of the 2016 CITY CODE:

Ordinance No.	Code Title	New Pages
	Title Page	Title Page
	Table of Contents	3-4
2444	Title III Administration	29-30, 45-46
2451, 2443,	Title V Public Works	79-80, 93-96
2446, 2447, 2448,	Title VII Traffic Code	11-12
2450, 2452, 2454,		
2455, 2456, 2458		
2459	Title IX General Regulations	3-4, 13-14D, 21-22D
2445, 2453, 2449	Table XV Land Usage	1-4, 35-36, 209-210, 215-216, 222A, 222B, 229-230, 235-240, 247-248, 253-254, 283-288F, 291-292, 305-308, 311-332
2457	Table of Special Ordinances	3-4
	Parallel References	3-4, 7-8, 13-16, 41-44
	Index	4A, 4B, 6A, 6B, 11-12, 25-26

PASSED this _____ day of February, 2025

APPROVED this _____ day of February, 2025

(SEAL)

Evelyn George, Mayor

ATTEST:

Katrina A. Davis CMC, City Clerk

RESOLUTION NO. 2025- _____

**RESOLUTION APPOINTING ROBERT MCCORMICK TO THE
NEWTON PLANNING AND ZONING COMMISSION FOR AN
UNEXPIRED TERM ENDING DECEMBER 31, 2027**

WHEREAS, Don Poynter resigned from the Planning and Zoning Commission in December 2024; and

WHEREAS, Robert McCormick, 1003 West 16th Street South, Newton, has expressed an interest in serving on the Planning and Zoning Commission and is qualified to do so;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Robert McCormick is hereby appointed to the Planning and Zoning Commission for an unexpired term ending December 31, 2027.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis
City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 25-01)

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: \$827.00

Report Number: 2025-93

Date:

February 3, 2025

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 \$827.00.

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 25-01).

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 25-01)**

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. 25-01 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 25-01, 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 February 19, 2025, 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 February, 2024.

APPROVED this _____ day of February, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 25-01: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated	
Lori Rosewall	1303202002	609 S 13th Ave E	Newton	\$45,630	\$111.00	\$150.00	\$261.00	LISTER'S ACRES LOT 7	12/10/2024	
Robert Miller Jr	827302004	914 W 3rd St N	Newton	\$63,920	\$416.00	\$150.00	\$566.00	SANDERSON'S SD LOT 8	12/12/2024	
						Total:	\$827.00			

City of Newton Council Report

**Item:**

Resolution sponsoring the application of TPI Composites, Inc., dba TPI Iowa, LLC, to the Iowa Economic Development Authority High Quality Jobs Program

Summary:

A resolution sponsoring the TPI Composites application to receive a \$500,000 forgivable loan from IEDA.

Financial Impact:

None.

Report Number: 2025-94**Date:**

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

Iowa Economic Development Authority has a High Quality Jobs Program, where it provides incentives, such as a forgivable loan, to businesses that will bring high quality jobs to the State of Iowa.

TPI Composites is seeking assistance from the State of Iowa to support their efforts to reopen the factory in 2025.

In January, the Iowa Economic Development Authority Board approved a \$500,000 forgivable loan to TPI Composites to support their reopening effort. This approval was contingent on sponsorship of the application by the City of Newton. City sponsorship of the application does not have a financial commitment requirement.

The attached resolution sponsors the High Quality Jobs Program application for TPI Composites.

Additionally, the TPI Project Report from IEDA is also attached, which provides the details of the application.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION SPONSORING THE APPLICATION OF TPI COMPOSITES, INC., DBA TPI IOWA, LLC, TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY HIGH QUALITY JOBS PROGRAM

WHEREAS, the City of Newton has received a request by TPI Composites, Inc., dba TPI Iowa, LLC, to sponsor it’s application to the State of Iowa for the High Quality Jobs Program; and

WHEREAS, said application does not require a local financial match; and

WHEREAS, the programs were established to promote Economic Development and Job Creation in the State of Iowa; and

WHEREAS, TPI Composites, Inc., dba TPI Iowa, LLC, has indicated it will create at least 320 new jobs with a targeted opening of June 2025 and make a capital investment of approximately \$3,215,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City of Newton sponsors TPI Composites, Inc., dba TPI Iowa, LLC’s application to the Iowa Economic Development Authority for the purpose of receiving benefits from the High Quality Jobs Program and that the Mayor and/or City Clerk are hereby directed to take any actions necessary in order to carry into effect the provisions of this resolution.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Applicant: TPI Composites, Inc. dba TPI Iowa, LLC
Project Sponsor: Newton
Award Date: January 17, 2025
Version: 1/9/2025, 4:28 PM

BFAA-000875

Executive Summary

TPI Composites, Inc. dba TPI Iowa, LLC is a manufacturer of wind blades for wind turbines. The company also provides maintenance and repair services to blades installed at wind farms across the state. The Newton factory operated from 2008 to 2021. The company trades on the NASDAQ under stock ticker TPIC.

The proposed project includes renovations and equipment and computer hardware updates to enable TPI to restart two production lines of the previously produced wind blade model.

Award Summary

Direct Financial Assistance		
	Forgivable Loan	\$ 500,000
	5-year 0% Loan	\$ -
	Total	\$ 500,000
Secured by: None - disbursed at the end of 5-year contract		
	Total	\$ 500,000

Project Jobs

	Incented	Other	Total Jobs
Created	320	0	320
Retained	0	0	0
Total	320	0	320

Contract Conditions / Award Contingencies

- Award contingent on application sponsorship by the City of Newton

PROJECT REPORT

Applicant: TPI Composites, Inc. dba TPI Iowa, LLC
Project Sponsor: Newton
Award Date: January 17, 2025
Version: 1/9/2025, 4:28 PM

BFAA-000875

Project Budget

<i>Use of Funds</i>	<i>Cost</i>	<i>Source of Funds</i>	<i>Amount</i>	<i>Form</i>
Building Remodeling	\$ 495,000	IEDA - HQJ (100%)	\$ 500,000	Forgivable loan
Mfg. Machinery & Equip.	\$ 1,950,000	Business	\$ 2,715,000	Internal financing
Other Machinery & Equip.	\$ 270,000		\$ -	
Computer Hardware	\$ 300,000		\$ -	
Furniture & Fixtures	\$ 200,000		\$ -	
TOTAL	\$ 3,215,000	TOTAL	\$ 3,215,000	

Indirect Project Contributions

<i>Source of Funds/Contribution</i>	<i>Amount</i>	<i>Form / Term</i>
TIF Rebate	\$ -	
Tax Abatement	\$ -	
In-kind contribution (Describe)	\$ -	
RISE / RED funds - IDOT	\$ -	
Other (Describe)	\$ -	
TOTAL	\$ -	

No indirect project contributions required because the project is not expected to increase the property value.

Project Jobs

Job & Wage Information

Business' Base Employment: 6 (currently employed at this location)
Verification Source: 1/7/2025 - payroll

Proposed:	<u>Incented Jobs</u>	<u>Other Jobs</u>	<u>Total Project Jobs</u>
Created	320	0	320
Retained	0	n/a	0
Total Project Jobs	320	0	320

<i>Laborshed Area</i>	<i>Distressed County?</i>	<i>Brownfield /Grayfield</i>	<i>Laborshed Wage 100%</i>
Newton	Yes (Jasper Co.)	No	\$23.81/hr

PROJECT REPORT



Applicant: TPI Composites, Inc. dba TPI Iowa, LLC
Project Sponsor: Newton
Award Date: January 17, 2025
Version: 1/9/2025, 4:28 PM

BFAA-000875

Prior Awards

List below includes awards within the last 10 years.

Contract #	Company Name	Location	Approved	Type of Incentive	Award	Jobs created	Qual. wage	Capital Investment	Status / Amendment
18-DFTC-028	TPI Iowa, LLC	Newton	10/20/2017	L/FL Tax Credits	\$1,000,000 \$613,000	351	\$18.12	\$6,000,000	Declined or Rescinded

Competition

The company's primary competitors are located outside of Iowa.

Additional Project Information and Timeline

Activity	Activity Completion Date
Factory restart	June 2025

High Quality Jobs Program Tax Credits

Capital Investment	\$3,215,000
Qualifying Investment	\$2,945,000
Investment Qualifying for Tax Credits	\$2,745,000

Applicant: TPI Composites, Inc. dba TPI Iowa, LLC
Project Sponsor: Newton
Award Date: January 17, 2025
Version: 1/9/2025, 4:28 PM

BFAA-000875

Employee Benefits

Company provides sufficient benefits:

- ☒ Pays at least 70% of single coverage medical premiums & meets deductible level of \$1,700 (or part of the deductible is offset by additional premium cost) based on number of Iowa employees at time of application
- ☒ Pays at least 60% of family coverage medical premiums & meets deductible level of \$3,750 (or part of the deductible is offset by additional premium cost) based on number of Iowa employees at time of application

Contract Information

Project Award Date:	January 17, 2025
Project Performance Completion Date:	January 31, 2028
Project Maintenance Completion Date:	January 31, 2030

City of Newton Council Report

**Item:**

Resolution approving a 28E agreement with the Iowa Department of Revenue, Alcohol & Tax Compliance Division for participation in underage alcohol compliance checks

Summary:

28E agreement for alcohol compliance checks

Financial Impact:

Revenue of up to \$1500

Report Number: 2025-95**Date:**

February 3, 2025

Lead Department:

Police

Recommendation:

Approve

Background:

The State of Iowa Department of Revenue, Alcohol & Tax Compliance Division recently announced a new program that would fund underage alcohol compliance checks of local retailers within our community. This program is similar to the I-PLEDGE tobacco compliance checks the Police Department has participated in for years. The 28E agreement requires the Police Department to conduct up to 15 underage alcohol compliance checks within our community between January - June of 2025. The purpose of these compliance checks is to ensure local retailers are properly following Iowa Code by not selling alcohol to underage individuals. This assists in restricting alcohol to underage individuals leading to a healthier and safer community. The Police Department will be reimbursed \$100 per compliance check.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING A 28E AGREEMENT WITH THE IOWA
DEPARTMENT OF REVENUE, ALCOHOL AND TAX COMPLIANCE DIVISION
FOR PARTICIPATION IN UNDERAGE ALCOHOL COMPLIANCE CHECKS**

WHEREAS, The State of Iowa has a new initiative that will fund underage alcohol compliance checks within our community in partnership with the Newton Police Department; and

WHEREAS, In an effort to combat the illegal use and negative health effects of alcoholic beverages, the Police Department seeks to participate in the program, which provides up to \$1500 for the compliance checks, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the 28E agreement with the Iowa Department of Revenue, Alcohol and Tax Compliance Division for the participation of alcohol compliance checks is hereby approved.

PASSED this _____ day of _____, 2025.

APPROVED this _____ day of _____, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR ALCOHOL ENFORCEMENT

This 28E Agreement for Alcohol Enforcement (“Agreement”) is between the Iowa Department of Revenue (“IDR”), and Newton Police Department (“Department”) and effective on January 1, 2025 (“Effective Date”). IDR and the Department may be referred to individually as a “Party” or together as the “Parties.” The Parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa and is authorized, pursuant to Iowa Code section 123.4, to administer and enforce Iowa’s alcoholic beverage laws. IDR’s address for the purpose of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department’s address is: 101 W. 4th Street S., Newton, IA 50208.

SECTION 2. PURPOSE. The Parties have entered into this Agreement for the purpose of providing and funding alcoholic beverage enforcement in compliance with Iowa Code chapter 123.

SECTION 3. TERM. The term of the Agreement shall be from the Effective Date through June 30, 2025, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 **Responsibilities of the Department.**
 - 5.1.1 **Local Alcohol Enforcement.** The Department shall provide alcoholic beverage enforcement of Iowa Code section 123.49(2)(h).
 - 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance Checks" means activity to enforce alcoholic beverage laws in accordance with Iowa Code section 123.49(2)(h) within the jurisdiction of the Department. Compliance Checks also may include enforcement of Iowa Code section 123.49(2)(h) within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each retail alcohol license/permit holder subject to a Compliance Check by the Department via email.
 - 5.1.2.2 The Department shall perform Compliance Checks at retail alcohol licensed/ locations within the jurisdiction of the Department during the term of the Agreement. IDR will provide the Department with any minimum or maximum number of Compliance Checks to be performed within the jurisdiction of the Department, a list of locations that have passed Compliance Checks within the last year, and any locations IDR has predetermined require Compliance Checks. Please note that alcoholic beverage products are age-restricted pursuant to Iowa Code section 123.47. Attempts to purchase alcoholic beverage products

- may be conducted at any retailer that sells these products. Compliance Checks are to be facilitated by an Iowa certified Peace Officer who has Peace Officer powers within the State of Iowa.
- 5.1.2.3 IDR will not compensate the Department for Compliance Checks performed on a location that has passed a Compliance Check in the current or previous calendar year or otherwise indicated by IDR as a location for which Compliance Checks will not be compensate.
 - 5.1.2.4 This Agreement is a stand-alone alcohol enforcement effort and shall not be combined with any other 28E agreements between the Department and IDR, or any other parties.
 - 5.1.2.5 **The Department shall not begin to conduct any retailer Compliance Checks until January 1, 2025.**
 - 5.1.2.6 The Compliance Check shall be completed and submitted for reimbursement to IDR by **June 30, 2025**. The Department should try to complete a Compliance Check of all seasonal businesses (e.g., winter businesses like ski areas or spring/summer businesses like golf courses, marinas, and bait shops) before the businesses close for the season, but not before January 1, 2025.
 - 5.1.2.7 The Department may conduct a second Compliance Check on any retailer that is found to be non-compliant during the first Compliance Check. The second Compliance Check on the non-compliant retailer shall be completed and entered no later than **June 30, 2025**, in order for payment by IDR under this Agreement.
 - 5.1.2.8 Clerks that fail Compliance Checks shall be ticketed criminally.
 - 5.1.2.9 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code section 123.49(2)(h) to a license/permit holder or employee of a license/permit holder, the Department must notify IDR where the offense was committed. The Department shall report Compliance Checks in a Compliance Check Report as described in Section 5.1.6. and send a copy of any citations to the IDR Contact Person.
 - 5.1.2.10 If the Department fails to complete Compliance Checks or fails to submit reimbursement for Compliance Checks to IDR by **June 30, 2025**, IDR will consult with the Department to establish an agreed upon execution plan. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize other law enforcement agencies to conduct any remaining Compliance Checks.
- 5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers between the ages of sixteen (16) and twenty (20) is strongly encouraged, where feasible. The Department may compensate the underage purchaser volunteers involved in the Compliance Checks in a manner consistent with Section 6.
 - 5.1.4 **Routine Enforcement.** In addition to conducting Compliance Checks, the Department agrees to regularly enforce alcoholic beverage laws.
 - 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a retail alcohol license/permit holder. The Department shall also cooperate in proceedings

against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 **Compliance Check Reports**. The Department shall provide detailed results of completed Compliance Checks in a Compliance Check Report to IDR via an online form or other method prescribed by IDR within ten (10) business days of completed Compliance Checks. Information in the Compliance Check Report will include, but will not be limited to, the date, time, and location of the Compliance Check, and any other information required by IDR.

5.1.7 **Miscellaneous**. The Department shall be responsible for the day-to-day administration of its alcoholic beverage enforcement. The Department shall provide all office space, equipment, and personnel necessary to conduct alcoholic beverage enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR.**

5.2.1 **Enforcement Guidance**. IDR shall provide guidance and best practices for conducting underage alcohol Compliance Checks to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.2 **Payment**. IDR shall pay the Department in the manner described in Section 6 of this Agreement.

5.2.3 **Cooperation**. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from alcoholic beverage enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 **Insurance, Benefits, and Compensation**. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 **Method of Payment**. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of one hundred dollars (\$100) per reported Compliance Check. The flat fee payment for each Compliance Check constitutes the full and exclusive remuneration for the Compliance Check. For example, compensation of underage purchaser volunteers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 **Eligible Claims**. Compliance Checks that are conducted on or after January 1, 2025 and on or before June 30, 2025 are eligible for payment provided that the results are

reported in accordance with Section 5. Any Compliance Checks that were funded by a non-departmental entity are not eligible for payment.

- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time Peace Officer positions solely for alcoholic beverage enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchaser volunteers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform alcoholic beverages enforcement activities.

- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either Party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating Party. Following termination for convenience, the non-terminating Party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating Party up to and including the date of termination.

- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

- 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
- 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
- 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
- 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any Party to declare another Party in default of its obligations under the Agreement:
 - 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the Party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting Party shall provide written notice to the defaulting Party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting Party may either:
 - 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each Party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. IDR will email the Department's Contact Person instructions and links for completing Compliance Check Reports and how to submit copies of violations to IDR.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to the Agreement must be fully executed by the Parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the Parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the Parties. Each Party shall be deemed an independent contractor acting toward the expected mutual benefits. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other Party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
Name: Brandon Trapp
Title: Executive Officer, Alcohol & Tax Compliance Division
Address: 1918 SE Hulsizer Road

City, State Zip Code	Ankeny, Iowa 50021
Phone Number:	(515) 480-8357
E-mail Address	Brandon.Trapp@iowa.gov
Party:	The Department
Name:	Robert Burdess
Title:	Chief
Address:	101 W. 4th Street S
City, State Zip Code	Newton, Iowa 50208
Phone number:	641-791-0850
E-mail Address	robb@newtongov.org

- 12.11 **Cumulative Rights**. The various rights, powers, options, elections and remedies of any Party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any Party by law, and shall in no way affect or impair the right of any Party to pursue any other equitable or legal remedy to which any Party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability**. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization**. Each Party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
- 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest**. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access**. The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three (3) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to

invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records.

12.17 **Additional Provisions**. The Parties agree that any Addendum, Rider, or Exhibit, attached hereto by the Parties, shall be deemed incorporated herein by reference.

12.18 **Further Assurances and Corrective Instruments**. The Parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

Newton Police Department	
Signature	Date
Name:	
Title:	

28E Attachment For Alcohol Enforcement

This attachment ("attachment") is made and entered into the Effective Date by and between the Iowa Department of Revenue ("IDR"), and **Newton Police Department** ("Department").

The Department agrees to the following stipulations as previously discussed and agreed upon with the IDR Program Manager, Executive Officer, Brandon Trapp:

1. The Department shall perform one (1) compliance check at an alcohol retail location but not to exceed **Fifteen (15)** compliance checks or **\$1,500.00** in total payment (\$100 per completed compliance check).
2. Additional information/stipulations to be added if needed in line 2. (Not applicable at this time)

City of Newton Council Report

**Item:**

Resolution approving the Agreement for Covenants and Restrictions for 515 West 4th Street North, Newton, Jasper County, Iowa

Summary:

Approval of covenants which stipulate 515 W 4th Street North (Plant 1 Lofts) shall remain operating as residential units through December 31, 2031.

Financial Impact:

None.

Report Number: 2025-97

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City was the recipient of a pass-through grant in the amount of a \$600,000 Downtown Housing Grant for the residential component of the Christensen Development project at 515 West 4th Street North from IEDA.

A requirement of the grant is that the Agreement for Covenants and Restrictions is approved by the City and recorded. This requires the developer to operate residential units at the property through at least December 31, 2031.

This resolution authorizes the Mayor and City Clerk to execute the City side of the document. It further directs that the document is recorded at the Office of the Jasper County Recorder.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION APPROVING THE AGREEMENT FOR COVENANTS
AND RESTRICTIONS FOR 515 WEST 4TH STREET NORTH, NEWTON,
JASPER COUNTY, IOWA**

WHEREAS, the City of Newton has received Downtown Housing Grant 22-ARPDH-041 from the Iowa Economic Development Authority in the amount of \$600,000 to support the development of housing units at 515 West 4th Street North and

WHEREAS, a requirement of receiving the grant funds is to record an Agreement for Covenants and Restrictions for the property which requires that the housing units shall remain operating on the property through December 31, 2031; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the Agreement for Covenants and Restrictions is hereby approved at the Mayor and City Clerk are directed to affix their signatures on the document.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that said document shall be recorded with the Jasper County Recorder.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

(Seal)

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

AGREEMENT FOR COVENANTS AND RESTRICTIONS

**Document prepared by, and
after recording, please return to:**
Rita C. Grimm, Chief Legal Counsel
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
(515) 348-6200

GRANTOR AND TAXPAYER: Plant 1 Landlord, LLC

GRANTEE: City of Newton , Iowa

LEGAL DESCRIPTION: Parcel “B” Located entirely within Lot 3 of synergy Addition, City of Newton, Jasper County, Iowa, as it appears in Plat recorded at file 2023-00000528 in the office of the recorder of said county.

AGREEMENT FOR COVENANTS AND RESTRICTIONS (DOWNTOWN HOUSING GRANT PROGRAM)

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), effective as of February 3, 2025, is between the City of Newton, (the "City"), and Plant 1 Landlord, LLC [previously Christensen Development, LLC] (the "Owner").

WHEREAS, the City received Downtown Housing Grant Program ("Program") funds from the Iowa Economic Development Authority ("IEDA"); and

WHEREAS, the City utilized the Program funds received from IEDA to assist Owner with its project to be located on the real estate described in **Exhibit A** hereto (the "Property") as identified in the Program application awarded on April 27, 2022, and the Owner and the City have entered into a Development Agreement relating to the Project, dated April 3, 2023, (the "Development Agreement"); and

WHEREAS, in accordance with the Program contract executed by the City and IEDA dated July 13, 2022 ("the Contract") and the Development Agreement, the Owner is required to develop a housing unit or housing units, and is further required to comply with the requirements and covenants set forth therein; and

WHEREAS, pursuant to 2 C.F.R. 200.310-316, property, supplies, and equipment purchased with Grant Funds, must continue to be used consistent with the purpose for which it was purchased or improved or be subject to disposition procedures specified therein; and

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Housing Units" means those units contained on the Property that are occupied as permanent residences.

"Downtown Housing Grant Program" or "Program" means the grant program administered by IEDA to provide financial assistance for projects that support local downtown revitalization through new and renovated housing opportunities in communities under 30,000.

"IEDA" means the Iowa Economic Development Authority.

2. As a condition to receipt of Program Funds, and in order to help ensure compliance by the Owner and any future owner of the Project with the requirements and covenants set forth in the Contract and Development Agreement throughout the required period of time ("Enforcement Period") as set forth in the Contract and Development Agreement thereto, so as to maintain the housing units for which assistance has been provided through the Program and therefore protect the investment of the City and IEDA in the Project, and in order to give the City and IEDA the ability to fulfill its obligations under the Program to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in **Exhibit A** hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Owner and its successors or assigns. The Owner, for itself and for its successors or assigns, makes the following covenants as to the use of the Project and the real estate described in **Exhibit A**:

(a) All of the Program Funds shall be spent on Eligible Costs of the Project described in the Contract, in accordance with the Project described in Exhibit A to the Contract;

(b) The Project shall be completed so as to provide the project benefits as required by and specified in the regulations and as referenced in the Contract;

(c) The Project shall constitute an eligible activity in compliance with the Program as described in the Contract, and the Owner shall comply with all of the Program requirements and shall own, operate and manage the Project as an eligible project **throughout the Enforcement Period ending effective December 31, 2031**;

(d) Throughout the Enforcement Period, the Project shall be continuously occupied as a permanent residence, except for reasonable periods required to fill a vacancy between occupants as determined by the city, and shall not be used as a short-term rental of fewer than six months in duration or used as other commercial property;

(e) Throughout the Enforcement Period, the Owner shall allow inspections of the Project to ensure continued compliance with all locally adopted and enforced building codes and standards, or, in the absence of any locally adopted and enforced building codes and standards, the requirements of the current Iowa State Building Code;

(f) Throughout the Enforcement Period, the City and Owner shall comply with all laws, guidance, rules and regulations applicable to the Program and Grant Funds, including but not limited to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”); Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

(g) In order to ensure compliance with the covenants in subparagraphs (d), (e), and (f) above, Owner shall submit to the City its annual certification of compliance with such covenant, together with documentation in form and substance satisfactory to the City evidencing compliance with such covenant; and

(h) The Owner shall comply with all the covenants set forth in the Development Agreement.

3. All the covenants herein shall run with the real estate described in **Exhibit A** hereto and the Project thereon and be binding upon the Owner and its successors or assigns for the Enforcement Period. To ensure compliance with the requirements of the Program, this Agreement shall not be terminated before December 31, 2031.

4. Notwithstanding the provisions of Section 3, such covenants shall cease to apply to the Project prior to the end of the Enforcement Period in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Loan which prevents the City or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the Program.

Notwithstanding the provisions of Section 4, if once the Project has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Enforcement Period subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Attachment A hereto and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Enforcement Period.

5. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

6. This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder’s office.

7. Except for the rental of units in the Project to tenants, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the City, which shall be conditioned solely upon receipt of evidence satisfactory to the City that the Owner's purchaser or transferee (i) has assumed in writing and in full the Owner's duties and obligations under this Agreement and all related documents thereto; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this paragraph may be ineffective to relieve the Owner of its obligations under this Agreement and all related documents thereto.

8. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of 20 Business Days, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Owner commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days, then the City may declare that the Owner is in default hereunder and may take any one or more of the following steps, at its option:

- (a) temporarily suspend making disbursements of Program Funds under this Agreement pending correction of the deficiency or default by the Owner;
- (b) require the immediate repayment of the Program Funds;
- (c) declare the Owner and its principals “not in good standing” with respect to the City;

- (d) cease making any further payments of Program Funds under this Agreement;
- (e) terminate this Agreement;
- (j) exercise any rights it may have under the Contract or Development Agreement; and
- (k) exercise any other rights and remedies that may be available under law or in equity.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

City: City of Newton
101 West 4th Street South
Newton, Iowa 50208
Attention: Mayor Evelyn George

Owner: Plant 1 Landlord, LLC/Christensen Development LLC
2331 University Ave.; Suite 200
Des Moines, Iowa 50311
Attention: Jake Christensen

11. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by its duly authorized officers.

OWNER:

By: _____
Print Name: _____
Authority: _____

By: _____
Print Name: _____
Authority: _____

STATE OF IOWA)
)
COUNTY OF _____)

On this _____ day of _____, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

STATE OF IOWA)
)
COUNTY OF _____)

On this _____ day of _____, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

CITY:

By: _____
Print Name: Evelyn George
Authority: Mayor

By: _____
Print Name: Katrina Davis
Authority: City Clerk

STATE OF IOWA)

)

COUNTY OF _____)

On this _____ day of _____, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

STATE OF IOWA)

)

COUNTY OF _____)

On this _____ day of _____, 2025, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

EXHIBIT A
LEGAL DESCRIPTION

The following described real estate located in the City of Newton, Jasper County, Iowa:

Parcel “B” Located entirely within Lot 3 of synergy Addition, City of Newton, Jasper County, Iowa, as it appears in Plat recorded at file 2023-00000528 in the office of the recorder of said county.

City of Newton Council Report

**Item:**

Resolution approving the Amended Purchase Agreement for the "Hatchery Site" at 1015 North 3rd Avenue East, 1117 North 3rd Avenue East, and 211 East 12th Street North

Summary:

Approving amended purchase agreement

Financial Impact:

None.

Report Number: 2025-99

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

In October 2024, the City Council selected Pivotal Housing Partners LLC for the development of the Hatchery Site into affordable residential units.

Since that time, as Pivotal has been working through their Iowa Finance Authority application process. As they have continued to align the various elements of the project, it became apparent that a few amendments to the purchase agreement with the City were necessitated. The amendments do not change the key elements of the agreement like purchase price or improvements, thus it is not necessary to hold an additional public hearing.

Summary of changes:

- Buyer Name Change from Pivotal Housing Partners, LLC to Pivotal GP Holding LLC
- Change of due diligence period to 180 days (from 90)
- Addition of the language specifying the commitment to complete the construction within 20 months of commencement and no later than December 31, 2028. (Not previously included in the agreement, but aligns with IFA specifications)
- Clarification that closing will not occur until award of housing tax credits is announced for the project. Addition of language under remedies relating to the City's receipt of the deposit fee.

In summary, the changes, while important to the buyer for the purposes of making a successful application to the Iowa Finance Authority, have little to no impact to the City's side of the transaction.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING THE AMENDED PURCHASE AGREEMENT
FOR THE "HATCHERY SITE" AT 1015 NORTH 3RD AVENUE EAST,
1117 NORTH 3RD AVENUE EAST, AND 211 EAST 12TH STREET
NORTH

WHEREAS, by Resolution 2024-362 the City of Newton approved and entered into a purchase agreement for the “Hatchery Site” with Pivotal Housing Parnters, LLC and

WHEREAS, it is necessary to amend the purchase agreement with minor changes such as adjustment to developer’s business name, due diligence period, addition of language to remedies section aligning with the Iowa Finance Authority processes, and so on.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Amended Purchase Agreement for the “Hatchery Site” at 1015 North 3rd Avenue East, 1117 North 3rd Avenue East, and 211 East 12th Street North is hereby approved.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by 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 _____, 2025, by and between the City of Newton, Iowa (hereinafter "City"), and **Pivotal GP Holding 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, City will sell the Property to Buyer for, and Buyer will purchase the Property from 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 City simultaneously with the delivery of the deed conveying the Property to Buyer.

SECTION 2. EARNEST MONEY. The Buyer will provide \$5,000 earnest money (the "Earnest Money"), refundable to Buyer upon agreement termination and applicable to the purchase price in the event of closing. Within ten (10) days after the date of this Agreement, Buyer shall deliver the Earnest Money to Iowa Title Guaranty, 2015 Grand Avenue, Des Moines, Iowa 50312 ("Escrow Agent").

SECTION 3. TAXES. 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 Buyer.

SECTION 4. SPECIAL ASSESSMENTS. 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 3RD AVENUE EAST. Prior to the transfer of ownership of the property, the City's planned demolition of 1015 North 3rd Avenue East shall be completed and the contractor fully paid.

SECTION 7. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Special Warranty Deed (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. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days of the expiration of the Due Diligence Period (defined below) or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place as an escrow closing through the offices of Escrow Agent and the date and time of closing is determined by Buyer in its sole and absolute discretion by providing notice to City. City agrees to also deliver to Escrow Agent for closing the following items:

- i. A closing statement prepared by the Escrow Agent and executed by City.
- ii. A certificate of City approving the execution and delivery of this Agreement and the Deed.
- iii. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property.
- iv. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Escrow Agent.

c.) Buyer's Due Diligence Period. The Due Diligence Period shall commence upon full execution of the Agreement. Buyer shall have 180 days (the "Due Diligence Period") to conduct inspections of the Property as Buyer deems necessary and to perform its due diligence to confirm the feasibility of the Property for Buyer's intended use. Buyer's obligation to close shall be subject to Buyer's approval or waiver, in its sole discretion of certain contingencies, including, without limitation, title survey zoning, environmental, etc. 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 ("Buyers Termination Right").

- i. Due Diligence Extension Period. 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 City 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 Buyer. Extension Fees will be refunded to Buyer in the event that Buyer terminates this Agreement on the basis of City's default under this Agreement.

d.) Abstract of Title. City shall provide an abstract of Title to Buyer for the Property subject to this Agreement. It will be City's responsibility to have abstract(s) updated. The abstract(s) shall become the property of Buyer at the time of the delivery of the deed.

e.) Purchase Conditions. Buyer agrees to purchase the Property subject to this Agreement provided the following conditions can be met:

- i. 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 ("IFA").

Satisfaction of the conditions in Section 7.e. does not impact Buyer's Termination Right described in 7.c. above.

f.) Agreement Termination. If Buyer is not awarded 2025 IFA tax credits sufficient for development of the Property for Buyer's intended use, this Agreement will automatically terminate and the Earnest Money will be returned to Buyer. Upon termination of this Agreement, City will be free to market the property to other Buyers as soon as the Earnest Money has been returned to Buyer.

SECTION 8. IMPROVEMENTS. Buyer intends to construct the following improvements (collectively, the "Improvements") on the Property:

- 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.

The Improvements shall be completed within twenty months (20) months of the commencement of construction on the Property and in all circumstances on or before December 31, 2028. Buyer and City acknowledge and agree that the final details concerning what constitutes the Improvements is subject to the review and approval of IFA along with various other parties that will be providing construction and permanent financing for construction of the Improvements. Given this, the specific details of the Improvements will not be known or finalized until the Closing Date. Accordingly, Buyer has the sole discretion to determine the final unit count and configuration, specifications of the community room and details concerning the community amenities constructed as the "Improvements". Buyer agrees to provide notice to City of any changes to the Improvements from the proposed Improvements designated in this Section 8. Buyer agrees that it will construct all Improvements in accordance with the requirements of IFA for any 9% low-income housing tax credit award Buyer or its affiliates receive with respect to the Property.

SECTION 9. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion. Buyer may assign its interest or rights or obligations in this Agreement to an affiliated entity of Buyer, without the consent of City, upon notice to the City. Buyer must obtain the consent of City to assign Buyer's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Buyer. Any assignment of this Agreement will require the Assignee to assume any and all obligations of Buyer under this Agreement.

SECTION 10. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of Buyer to timely construct certain improvements, City will furnish Buyer with a Certificate of Completion ("CC") confirming completion of construction in accordance with this Agreement. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If City shall refuse or fail to provide the CC in accordance with this Section within fifteen (15) days after written request by Buyer, City shall provide Buyer with a written statement indicating with detail in what respects Buyer has failed to complete the improvements in accordance with this Agreement, or Buyer is otherwise in default, and what measures or acts will be reasonably necessary, in the opinion of City, for Buyer to take or perform in order to obtain the CC. City's issuance of the CC will not be unreasonably withheld, conditioned or delayed.

SECTION 11. REMEDIES.

- a) If City should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Buyer may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Earnest Money and any Extension Fee(s) shall be immediately delivered to Buyer; (ii) City agrees to reimburse Buyer for all actual expenses and costs of Buyer in connection with its due diligence regarding this Agreement and Buyer's potential purchase of the Property; and (iii) Buyer may pursue any and all remedies available to Buyer under law or equity, including the right of specific performance of the obligations of City hereunder.
- b) If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to City, such sum being agreed upon as the sole damages for the failure of Buyer to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. City agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as City's sole remedy hereunder.

Buyer hereby agrees, subject to all other terms and conditions in this Agreement, to construct the Improvements in accordance with this Agreement following Buyer's receipt and acceptance of an award of low-income housing tax credits for the Property. City's remedy for Buyer's failure to pursue construction of the Improvements following Buyer's receipt and acceptance of a low-income housing tax credit award shall be to terminate this Agreement and receive the Deposit and Extension Fees paid prior to the breach. City and Buyer understand and agree that Buyer, upon receipt and acceptance of a low-income housing tax credit award, will commence the processes necessary to obtain any remaining necessary funding for the Improvements along with obtaining approval of plans and specifications that are necessary to obtain a building permit or permit ready letter from the City allowing Buyer to construct the Improvements on the Property.

SECTION 12. 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, delivered personally, or:

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

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

SECTION 13. LIMITATION ON WARRANTIES. 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. Buyer expressly acknowledges and agrees that 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. Buyer takes title the Property "AS IS."

SECTION 14. 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 15. 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.

SECTION 16. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

SECTION 17. BUYER'S ACCESS TO PROPERTY. While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

IN WITNESS WHEREOF, 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 Buyer 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:

PIVOTAL GP HOLDING LLC

By: _____
Brian McGeady, Authorized Signer

City of Newton Council Report

**Item:**

Resolution accepting completion of the Outdoor Warning Sirens Electrical service project

Summary:

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

Financial Impact:

The council previously approved a contract for \$11,008.00 on October 7, 2024. This action would accept the project and authorize payment of the retainage amount of \$550.40 from 2024A bond funds.

Report Number: 2025-105**Date:**

February 3, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

Newton currently has nine outdoor warning sirens. Four of these sirens are solar-powered, 130-decibel rotating sirens. The solar-powered warning sirens occasionally do not function properly due to the battery not being charged. Under a separate contract, DC-powered rotating sirens will be installed to no longer rely on solar power. Electrical services needed to be provided to accommodate this.

City Council passed a resolution on October 7, 2024, awarding a contract to Van Maanen Electric Inc. for \$11,008.00. The Public Works Director 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, the final contract amount is \$11,008.00.

Recommendation:

City staff recommends accepting the completion of the Outdoor Warning Sirens Electrical service project and authorizing the retainage amount of \$550.40 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
OUTDOOR WARNING SIRENS ELECTRICAL SERVICE PROJECT**

WHEREAS, Newton currently has nine outdoor warning sirens. Four of these sirens are solar-powered, 130-decibel rotating sirens. The solar-powered warning sirens occasionally do not function properly due to the battery not being charged. Under a separate contract, DC-powered rotating sirens will be installed to no longer rely on solar power. Electrical services needed to be provided to accommodate this; and

WHEREAS, City Council passed a resolution on October 7, 2024, awarding a contract to Van Maanen Electric Inc. for \$11,008.00; and

WHEREAS, Van Maanen Electric Inc. has completed the work, and the Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions, and stipulations of said contract; and

WHEREAS, based on actual measured quantities of work completed, the final contract amount is \$11,008.00.

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 and release of the retained amount of \$550.40 no sooner than 30 days after approval of this resolution should no claims be on file, with said payment to be made using North Central Urban Renewal Bond Funds.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an amendment to the Professional Services Agreement for the Public Works Community Development Wash Bay Project

Summary:

Approve an amendment to an agreement with Farnsworth Group, Inc. for construction administration on the project.

Financial Impact:

\$15,000 to be paid from road use tax funds.

Report Number: 2025-106**Date:**

February 3, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

On June 3, 2024, the City Council approved a professional services agreement with Farnsworth Group, Inc. to provide architectural, structural, and mechanical design for the proposed wash bay up to and including bidding.

The project has been bid and awarded and is being prepared for construction. Staff has requested an amendment to the existing agreement to provide construction administration throughout the project. These services would include a virtual pre-construction meeting, a review of shop drawings, a site visit at 50% completion, and a second site visit to conduct a punch list assessment. These professional services are needed to assist staff on portions of the project outside their expertise.

Recommendation:

City staff recommends approval of the \$15,000 amendment to the professional services agreement with Farnsworth Group, Inc. for the Public Works Community Development Wash Bay Project.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING AN AMENDMENT TO A
PROFESSIONAL SERVICES AGREEMENT FOR THE PUBLIC
WORKS COMMUNITY DEVELOPMENT WASH BAY PROJECT**

WHEREAS, On June 3, 2024, the City Council approved a professional services agreement with Farnsworth Group, Inc. to provide architectural, structural, and mechanical design for the proposed wash bay up to and including bidding; and

WHEREAS, the project has been bid and awarded and is being prepared for construction. Staff has requested an amendment to the existing agreement to provide construction administration throughout the project; and

WHEREAS, these services would include a virtual pre-construction meeting, a review of shop drawings, a site visit at 50% completion, and a second site visit to conduct a punch list assessment. These professional services are needed to assist staff on portions of the project outside their expertise; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the proposed \$15,000 professional services agreement amendment with Farnsworth Group, Inc. on the Public Works Community Development Wash Bay Project is hereby approved, with the costs to be paid from road use tax funds.

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

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

CHANGE ORDER NO. 01**UNDER THE PROJECT SERVICES AGREEMENT NAME & DATE:** Public Works – Wash Bay, 05.16.2024**FGI PROJECT NO.:** 0240694.00

This Change Order ("Change Order") is effective this 20th day of January in the year 2025, between Farnsworth Group, Inc. ("**Farnsworth Group**"), and the City of Newton, ("**Client**"), under the Project Services Agreement ("**Agreement**") referenced above between Farnsworth Group and Client.

All provisions of the Project Services Agreement are incorporated into and made a part of this Change Order. No other provisions or conditions, oral or written, shall apply unless explicitly included, approved and accepted by both parties in writing. Any implied or stated terms and conditions which may be included in or attached to a subconsultant/subcontractor's proposal are expressly rejected and are null and void.

By signing this Change Order, Client agrees to the changes in connection with "Public Works – Wash Bay", hereinafter referred to as PROJECT.

The change to the scope of Farnsworth Group's services on this Change Order is as follows:

Contract Assistance to produce the AIA Document A101 – Owner / Contractor Agreement

Construction Administration Phase Services for Structural, Architectural, Mechanical, Plumbing, and Electrical disciplines; including a virtual pre-construction meeting, review of shop drawings, a site visit at 50% completion and a second site visit to conduct a punch list assessment. Client may request additional site visits, on an as needed basis, at a rate of \$750 / trip, plus expenses.

Client agrees to compensate Farnsworth Group for providing the services and expenses outlined within this Change Order on an hourly basis, not to exceed (NTE) \$15,000, plus expenses.

Farnsworth Group and Client hereby agree to and accept the terms and conditions stated above.

FARNSWORTH GROUP, INC.

City of Newton, Iowa



Signature

Kristofer J. Orth, AIA

Typed Name

Architecture Principal

Title

January 20, 2025

Date

Signature

Typed Name

Title

Date

City of Newton Council Report

**Item:**

Resolution approving an agreement with Driving Cap Entertainment for a UV glow foam party at Newton Fest 2025

Summary:

Newton Fest continues to strive to provide free entertainment for the community. On Friday, June 13, 2025, the City of Newton is planning to host a UV glow foam party at Maytag Park from 9 - 10:30 p.m.

Report Number: 2025-108

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$1,600 from Community Marketing Hotel/Motel Tax Funds

Background:

Newton Fest continues to strive to provide free entertainment for the community. On Friday, June 13, 2025, the City of Newton is planning to host a UV glow foam party at Maytag Park from 9 - 10:30 p.m. Driving Cap Entertainment plans to use two foam cannons to stack piles of UV glow foam, play live music and create an experience even better than last year. Kids and adults will have fun jumping through the foam, scooping it up, hiding underneath it and having a blast. The foam is biodegradable, hypoallergenic, non-staining, and scent free. The cost of an hour and a half foam party with UV Glow Foam is \$1600. A \$100 deposit is required with the \$1500 balance due at the time of the event.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2025- _____

RESOLUTION APPROVING AN AGREEMENT WITH DRIVING CAP ENTERTAINMENT FOR A UV GLOW FOAM PART AT NEWTON FEST 2025.

WHEREAS, the City’s Envision Newton 2042 Comprehensive Plan contains a vision statement that invites visitors, businesses and residents to experience Newton’s authentic, small-town charm and big city amenities, and

WHEREAS, the City and partner organizations created Newton Fest as a family-friendly community event that would be a local and regional draw, and

WHEREAS, through private and public partnerships with other organizations, Newton Fest continues to grow each year, and

WHEREAS, City staff from the Community Development Department, are planning the City’s activities during Newton Fest, and

WHEREAS, City staff has been working to provide family friendly and free activities at Maytag Park during the evening of Friday, June 13, 2025 which includes a 90-minute large UV glow foam party (two foam cannons), and

WHEREAS, an agreement with Driving Cap Entertainment of \$1600 must be approved and signed, with a deposit due of \$100 and the balance due the day of the event, and

WHEREAS, the \$1600 will be paid from Community Marketing Hotel-Motel Tax funds, and

WHEREAS, City Staff recommends approval of this resolution approving the agreement with Driving Cap Entertainment.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Driving Cap Entertainment LLC

14308 S23 Hwy, Milo, IA 50166

Phone: 515.966.4920 | drivingcap.com

CONTRACT

CONTRACT NO.: 995

ACCOUNT NO.: 152

CLIENT INFORMATION

CONTACT: Evelyn George

ORG/COUPLE: City of Newton

ADDRESS: 101 W 4th St S

CITY, ST, ZIP: Newton, IA 50208

MOBILE:

WORK: (641) 792-2787

FAX:

EMAIL: danieller@newtongov.org

EVENT INFORMATION

EVENT DATE: Friday, June 13, 2025

EVENT NAME: Newton Fest Glow Foam Party

EVENT TYPE: Foam Party

EVENT PACKAGE: Large Foam Party

START TIME: 9:00 PM

END TIME: 10:30 PM

SETUP TIME:

ASSIGNED: Employee #1: Owen Fuller

LOCATION INFORMATION

VENUE: Maytag Park

ROOM:

ADDRESS: 301 S 11th Ave W
Newton, IA 50208

OTHER LOCATIONS:

CONTRACT NOTES

Two cannon party

PACKAGE / ADD-ONS

Package Description: Perfect for community celebrations, frat/sorority parties, and schools/daycares, our foam parties are a blast for all ages! Play in piles of fluffy, hypoallergenic foam bubbles produced continuously by our foam cannon. Colored foam or UV glow foam is available for an additional charge. Our large foam party package is priced for larger events (around 25 people or more). If you're planning a smaller event, we also have the Backyard Foam Party package. Extremely large/long events may be subject custom pricing.

Quantity	Description	Total Price
1	Large Foam Party	\$1,600.00

Overtime: \$0.00

SUMMARY OF CHARGES

PACKAGE AND ADD-ONS: \$1,600.00

OVERTIME: \$0.00

TRAVEL: \$0.00

DISCOUNTS: \$0.00

TOTAL TAX: \$0.00

ORIGINAL BALANCE DUE \$1,600.00

TOTAL PAYMENTS: \$0.00

BALANCE DUE: \$1,600.00

RETAINER REQUIRED: \$100.00

Continued on next page

TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This agreement represents the full and complete understanding between Driving Cap Entertainment LLC (Company) and Evelyn George (Client). This writing supersedes all prior and simultaneous agreements or understandings, either written or oral, between the parties. In the event that any party to this agreement wishes to alter or amend any of the terms set forth herein, such alterations must be set forth in a written document and signed by all relevant and necessary parties.
2. **CLIENT CAPACITY TO CONTRACT:** Client affirms that he/she is at least 18 years old and has the legal capacity to enter into a contract with Driving Cap Entertainment LLC
3. **RESERVATION:** Upon Client's signature, Driving Cap Entertainment LLC will reserve the time and date agreed upon above. For this reason, the Reservation retainer of **\$100.00** is non-refundable, even if the date is changed or the event is canceled for any reason, including an act of God, fire, extreme weather, and/or any other reason beyond either parties control. The reservation retainer is to be paid at the time of signing this contract. The reservation retainer is applied towards the total contracted amount. If the above-mentioned reservation retainer is forfeited, an additional retainer of **\$100.00** will be required to secure a new service date.
4. **PAYMENT:** Client understands and agrees that the remaining amount is due the day of the event. Payment shall be made in the form of cash, check, money order, credit card, or approved cryptocurrency. Failure to make required payments on the schedule will result in a breach of contract and Client will forfeit event coverage with no refund of monies having previously been paid by Client. If Client cancels the services that are the subject of this contract prior to the service date for any reason, regardless of fault, the entire retainer shall be forfeited and will result in the cancellation of this contract by Driving Cap Entertainment LLC. If the cancellation occurs by Client for any reason within two weeks prior to the event date and Driving Cap Entertainment LLC is not able to find comparable employment through ordinary due diligence for the date of the event, Driving Cap Entertainment LLC shall reserve the right to demand, and Client agrees to pay, full payment of the contract amount contained herein.
5. **VENUE OBLIGATIONS:** In order to carry out the services contemplated by this contract, Driving Cap Entertainment LLC must have the full cooperation of the venue where said services are to be rendered. Driving Cap Entertainment LLC must also be provided with the following equipment at the venue where services will be rendered: access to a hose bib or other clean water supply and an electrical power source (at least 15 amps, 110/120 volts AC) in the immediate proximity (as close as possible, but no more than 90 feet) to where Driving Cap Entertainment LLC will be located during the event, and any applicable public entertainment licenses required by law for the venue where services will be rendered. Driving Cap Entertainment LLC will not be responsible for the above-mentioned items and in the event that these items are not provided by the venue where services will be rendered, Driving Cap Entertainment LLC shall not be held liable for the inability to provide the services obligated under this contract. It is Client's responsibility, not that of Driving Cap Entertainment LLC to ensure that the necessary equipment is provided by the venue.
6. **ASSIGNMENT OF THIS CONTRACT:** The services obligated under this contract may not be assigned to any other party without the express written consent of Driving Cap Entertainment LLC.
7. **LIMIT OF LIABILITY:** Driving Cap Entertainment LLC warrants and declares that every effort will be made to provide high-quality entertainment services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative service. Driving Cap Entertainment LLC will make every effort to secure a replacement and/or willing to provide similar entertainment services under this contract. If such a situation should occur and a suitable replacement is not found, responsibility and liability are limited to the return of all payments received under this contract.
8. **SEVERABILITY:** In the event that any provision of this agreement is held to be invalid or unenforceable under applicable law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
9. **CONTRACT AMENDMENTS:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by Client and Driving Cap Entertainment LLC at the time acceptance of such terms shall be recognized as amendments to this contract.
10. **DISPUTE RESOLUTION:** In the event that any controversy arises as a result of this contract, the parties agree that good faith efforts will be made to submit their differences to mediation. This effort shall be a prerequisite to any further action by either party to enforce the terms of this contract. In the event that mediation fails, any differences between the parties shall be submitted to arbitration. Such arbitration shall be the sole forum for any differences between the parties under this contract and shall be adjudicated under the laws of the State of IA. This arbitration shall be in conformance with the rules and procedures mandated by the American Arbitration Association. Should legal efforts be required to enforce the terms of this contract, in addition to other sums recoverable herein, Client will pay all costs of collection, including, but not limited to, reasonable attorney fees.

This contract is a binding and legal document and is made for the purposes of entering into a contract for services. I have read, understood and agreed to all terms set forth above. By signing below, I hereby agree to the terms of this contract.

CLIENT SIGNATURE

NAME: _____

DATE & TIME: - _____

IP ADDRESS: - _____

EMAIL: _____

COMPANY SIGNATURE

NAME: _____

DATE & TIME: - _____

COMPANY: _____

City of Newton Council Report

**Item:**

Resolution awarding contract for the Newton Public Library Furnace Replacement & Installation Project

Summary:

This resolution awards a contract for furnace replacement at the Newton Public Library.

Financial Impact:

\$29,000 from General Fund Bonds, \$1,819.13 from Library private donations.

Report Number: 2025-119**Date:**

February 3, 2025

Lead Department:

Library

Recommendation:

Approve

Background:

The library's 2 Reznor Duct Heaters that heat the main interior area of the library's 18,000 square feet are original to the building and due for replacement. As the units are 33 years old, the replacement parts are no longer available and full replacement is the only option to ensure a well heated library for our citizens.

The following submitted bids were received on January 21st, 2025 and opened on January 23rd, 2025 by the Newton Public Library Board:

Reeves Heating and Cooling Inc.:

Total Bid Price: \$30,819.13 *Apparent Low*

The Library Board approved to move forward with the apparent low bidder; Reeves Heating & Cooling, Inc., for the total bid price of work, on Thursday, January 23rd at their regularly scheduled Board meeting. Completion of the furnace replacement and installation will be completed on or before June 30th, 2025.

Recommendation:

City Staff recommends that Council award a contract to Reeves Heating and Cooling Inc. for \$30,819.13.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

**RESOLUTION AWARDING CONTRACT FOR NEWTON PUBLIC LIBRARY
FURNACE REPLACEMENT & INSTALLATION PROJECT**

WHEREAS, The library's 2 Reznor Duct Heaters that heat the main interior area of the library's 18,000 square feet are original to the building and due for replacement. As the units are 33 years old, the replacement parts are no longer available and full replacement is the only option to ensure a well heated library for our citizens.

WHEREAS, Replacement of the library's Reznor heaters will ensure a well heated library for our citizens and increase energy efficiency within the library; and

WHEREAS, the following bids were received on January 21st, 2025:

<u>Reeves Heating and Cooling Inc.:</u>		
Total Bid Price:	\$30,819.13	*Apparent Low*

; and

WHEREAS, the apparent low bid has been approved and recommended by the Newton Public Library Board at their January 23rd, 2025 board meeting to award a contract to Reeves Heating and Cooling Inc. of Newton, Iowa for the Newton Public Library Furnace Replacement and Installation Project based on the low responsive, responsible bid received in the amount of \$30,819.13.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid from Reeves Heating and Cooling Inc. in the amount of Thirty Thousand and Eight Hundred and Nineteen Dollars and Thirteen Cents (\$30,819.13) for the Newton Public Library Furnace Replacement and Installation Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest, responsive bid received for said project; and that the project will be paid for using \$29,000 from General Fund Bonds and \$1,819.13 from Library private donations.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Reeves Heating and Cooling Inc. of Newton, Iowa for the Newton Public Library Furnace Replacement and Installation 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.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Amending Resolution 2024-277 Authorizing the Newton Fire Department to accept the 2023 Assistance to Firefighters Grant award in the amount of \$ 62,904.76

Summary:

Resolution authorizing acceptance of an AFG grant in the amount of \$62,904.76 for the purchase of an upgrade to our Plymovent Exhaust Removal System and NFPA 1001 Training Resources

Financial Impact:

Reduces the amount of federal funds from \$77,076.48 to \$62,904.76. Local match of 5%, \$3,150.74, from the FY25 Fire Department Budget

Report Number: 2025-115**Date:**

February 3, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards (FEMA, 2017). The original resolution was to accept total application amount of \$77,076.48. The actual AFG approved funds was for a total of \$62,904.26. The award did not include all of the funds requested and parts of the original grant request were not funded.

The funds requested were for the purchase an upgrade to our Plymovent Exhaust Removal System, NFPA 1001 Training Resources, and Upgrades to Audio/Visual Equipment for our Training Room. The upgrades to A/V Equipment was not funded or purchased.

2023 AFG Project Cost Sheet

Federal Award	\$62,904.76
Local Match	3,150.74
Total Project Funds	\$66,055.50

Plymovent System Upgrade

Federal Funds	\$55,485.24	\$58,265.00
Local match	\$2,779.76	

Action Training Series

Federal Fund	\$7,419.52	\$7,790.50
Local Match	\$370.98	

Total Federal Funds: \$62,904.76

Total Local Match: \$3,150.74

Recommendation:

City Staff recommends to approve the resolution amending the authorization for the Newton Fire Department to accept the 2023 AFG grant award in the amount of \$62,904.76. The 5% local match of \$3,150.74 will be paid from the FY25 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" and last name "Muckler" clearly distinguishable.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

**RESOLUTION AMENDING RESOLUTION 2024-277 AUTHORIZING THE
NEWTON FIRE DEPARTMENT TO ACCEPT THE 2023 ASSISTANCE
TO FIREFIGHTERS GRANT AWARD IN THE AMOUNT OF \$ 62,904.76**

WHEREAS, the Federal Emergency Management Agency (FEMA) administers the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the purpose of the program is to award one-year grants directly to fire departments to enhance their abilities to respond to emergencies; and

WHEREAS, the program seeks to identify departments that lack resources necessary to protect the health and safety of the public and their firefighting personnel; and

WHEREAS, on July 25, 2024 the fire department received a 2023 AFG grant award in the amount of \$62,904.76 to purchase an upgrade to our Plymovent Exhaust Removal System and NFPA 1001 Training Resources; and

WHEREAS, the 2023 AFG includes a federal grant in the amount of \$ 62,904.76; and requires a 5% local cost match for applications. Total local cost match for the grant shall not exceed \$ 3,150.74.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the City accept the AFG award of \$ 62,904.76, and

BE IT FURTHER RESOLVED, the \$3,150.74 local match required funds used for the purchase be allocated from the FY25 Fire Department Budget for a total project cost of \$ 66,055.50. (Payment to Air Cleaning Technologies for the Plymovent System Upgrade \$58,265.00 and Action Training Series \$7,790.50 for Training supplies)

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024 - 277

**RESOLUTION AUTHORIZING THE NEWTON FIRE DEPARTMENT TO
ACCEPT THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT AWARD
IN THE AMOUNT OF \$ 77,076.48.**

WHEREAS, the Federal Emergency Management Agency (FEMA) administers the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the purpose of the program is to award one-year grants directly to fire departments to enhance their abilities to respond to emergencies; and

WHEREAS, the program seeks to identify departments that lack resources necessary to protect the health and safety of the public and their firefighting personnel; and

WHEREAS, on July 25, 2024 the fire department received a 2023 AFG grant award in the amount of \$77,076.48 to purchase an upgrade to our Pymovent Exhaust Removal System, NFPA 1001 Training Resources, and Upgrades to Audio/Visual Equipment for our Training Room; and

WHEREAS, the 2023 AFG includes a federal grant in the amount of \$ 77,076.48; and requires a 5% local cost match for applications. Total local cost match for the grant shall not exceed \$ 3,703.82.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the City accept the AFG award of \$ 77,076.48, and

BE IT FURTHER RESOLVED, the \$3,703.82 local match required funds used for the purchase be allocated from the FY25 Fire Department Budget for a total project cost of \$ 77,076.48.

PASSED this 5th day of August, 2024.

APPROVED this 6th day of August, 2024.



Evelyn George
Evelyn George, Mayor

Jolene B. Brady
Jolene B. Brady, Deputy City Clerk

City of Newton Council Report

**Item:**

Resolution amending Resolution 2024-373 for Awarding the Bid and Contracting for the Purchase and Installation of an Upgrade to the Fire Department Vehicle Exhaust Removal System.

Summary:

The Fire Department received a grant from Assistance to Firefighters Grant program for the purchase and installation of upgrades to the vehicle exhaust removal system.

Financial Impact:

Reduces the amount from \$61,331.58 to the total amount of \$58,265.00 to be reimbursed from the Assistance to Firefighter Grant proceeds and local match.

Report Number: 2025-116**Date:**

February 3, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

The Fire Department utilizes equipment to remove vehicle exhaust from the fire apparatus and ambulance bays. Vehicle exhaust in buildings has been proven to cause cancer without proper ventilation or removal. The current system is from Plymovent and has been in place for approximately 15 years and has experienced normal wear and tear resulting in maintenance issues and escalating operating costs. The Fire Department applied for a grant from the Assistance to Firefighters Grant program in the spring of 2024 for the purchase and installation of equipment to upgrade the existing vehicle exhaust removal system in the Fire Department. In August, the Newton Fire Department received the grant from Assistance to Firefighters Grant program to fund the project. The Fire Department sought bids from two companies that provide vehicle exhaust removal with similar specification and equipment.

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

We find that MagneGrip system pricing is higher as they have more investment replacing existing Plymovent system components that can be utilized and upgraded by Plymovent.

Amended amount is requested to allow the purchase and installation of additional equipment from Air Cleaning Technologies, Inc. as part of the project expansion. Through the process of competitive bidding and clarification of the scope of the project, the final cost of purchase and installation came in below the initial cost estimates. Approval of this amended resolution allows for all of the granted funds to be spent. The amended amount also includes the local match of five percent. The Federal award was for \$55,485.24 (95%) and the local match is \$2,779.76 (5%) for a grand total of \$58,265.

Recommendation:

Staff recommends City Council approval of the Resolution accepting the bid and authorizing the Fire Department to contract for the purchase and installation of the vehicle exhaust system upgrade in the amount of \$58,265.00 from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas. Funds from the Assistance to Firefighters grant will be used toward the purchase.

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 2025 - _____

**RESOLUTION AMENDING RESOLUTION 2024-373 FOR
AWARDING THE BID AND CONTRACTING FOR THE
PURCHASE AND INSTALLATION OF AN UPGRADE TO THE
FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM**

WHEREAS, the Fire Department utilizes a vehicle exhaust removal system to maintain a safe work and living environment for staff; and

WHEREAS, the current vehicle exhaust removal system has been in service for approximately 15 years, experiencing normal wear and tear resulting in maintenance issues and escalating operating costs; and

WHEREAS, the Fire Department applied for a grant through the Assistance to Firefighters Grant fund to purchase and install an upgrade to the vehicle exhaust removal system; and

WHEREAS, the Fire Department received a grant from the Assistance to Firefighters Grant fund; and

WHEREAS, the Fire Department received bids from two (2) competitive bidders who furnish, upgrade, and install vehicle exhaust and removal systems as listed below, and

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

WHEREAS, the amended amount includes additional funds available through competitive bidding and project scope clarification and the local match of five percent..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the lowest responsible bid from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas in the amount of \$58,265.00 for the purchase of equipment and installation funded through the Assistance to Firefighters Grant award in the amount of \$55,485.24 and a local match of \$2,779.76 to be funded through the Fire Department budget.

PASSED this _____ day of February 2025.

APPROVED this _____ day of February 2025.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

RESOLUTION NO 2024 - 340

**RESOLUTION FOR AWARDING THE BID AND CONTRACTING
FOR THE PURCHASE AND INSTALLATION OF AN UPGRADE
TO THE FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL
SYSTEM**

WHEREAS, the Fire Department utilizes a vehicle exhaust removal system to maintain a safe work and living environment for staff; and

WHEREAS, the current vehicle exhaust removal system has been in service for approximately 15 years, experiencing normal wear and tear resulting in maintenance issues and escalating operating costs; and

WHEREAS, the Fire Department applied for a grant through the Assistance to Firefighters Grant fund to purchase and install an upgrade to the vehicle exhaust removal system; and

WHEREAS, the Fire Department received a grant from the Assistance to Firefighters Grant fund; and

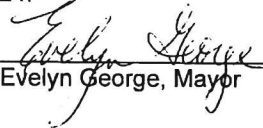
WHEREAS, the Fire Department received bids from two (2) competitive bidders who furnish, upgrade, and install vehicle exhaust and removal systems as listed below:

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the lowest responsible bid from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas in the amount of \$45,490.00 for the purchase of equipment and installation funded through the Assistance to Firefighters Grant award in the amount of \$45,490.00.

PASSED this 7th day of October 2024.

APPROVED this 8th day of October 2024.


Evelyn George, Mayor



ATTEST:


Katrina A. Davis, City Clerk

RESOLUTION NO 2024 - 373

**RESOLUTION AMENDING RESOLUTION 2024-340 FOR
AWARDING THE BID AND CONTRACTING FOR THE
PURCHASE AND INSTALLATION OF AN UPGRADE TO THE
FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM**

WHEREAS, the Fire Department utilizes a vehicle exhaust removal system to maintain a safe work and living environment for staff; and

WHEREAS, the current vehicle exhaust removal system has been in service for approximately 15 years, experiencing normal wear and tear resulting in maintenance issues and escalating operating costs; and

WHEREAS, the Fire Department applied for a grant through the Assistance to Firefighters Grant fund to purchase and install an upgrade to the vehicle exhaust removal system; and

WHEREAS, the Fire Department received a grant from the Assistance to Firefighters Grant fund; and

WHEREAS, the Fire Department received bids from two (2) competitive bidders who furnish, upgrade, and install vehicle exhaust and removal systems as listed below, and

Vendor	Bid
Air Cleaning Technologies, Inc. (Plymovent)	\$ 45,490.00
MagneGrip Exhaust Removal Systems (MagneGrip)	\$ 49,773.00

WHEREAS, the amended amount includes additional funds available through competitive bidding and project scope clarification and the local match of five percent..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the lowest responsible bid from Air Cleaning Technologies, Inc. of Bonner Springs, Kansas in the amount of \$61,331.58 for the purchase of equipment and installation funded through the Assistance to Firefighters Grant award in the amount of \$58,265.00 and a local match of \$3,066.58 to be funded through the Fire Department budget.

PASSED this 4th day of November 2024.

APPROVED this 5th day of November 2024.


Evelyn George, Mayor



ATTEST:


Katrina A. Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the purchase of public area furniture for the Westwood Clubhouse

Summary:

Purchase of furniture from two vendors- Store for Homes (Newton) and Oak Street Manufacturing (Monticello, IA)

Financial Impact:

15,033.56 from private donated (memorial) funds and/or Westwood Clubhouse Project Funds

Report Number: 2025-114**Date:**

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

By resolution 2024-342, the City of Newton entered into a contract for design services with Christine Pletcher DeZign of Newton, Iowa to create a high-quality atmosphere in the new clubhouse at an affordable price.

Christine Pletcher DeZign has sourced commercial restaurant/bar furniture and lounge/comfortable seating for the facility as follows:

Store for Homes, Newton, Iowa: Club Chairs/Love Seat/Accent Tables- \$4,750.00

*Note that Store For Homes is supporting the clubhouse project by providing the furniture at cost and a \$1,000 reduction on top of that.

Christine Pletcher DeZign- Oak Street Manufacturing, Monticello, IA: Commercial Restaurant/Bar Furniture (freight is included)- \$10,283.56

* Note the invoice has to be paid to Christine Pletcher DeZign, as Christine Pletcher DeZign has a resale account with that company. The price given is less than full retail price. If the City were to purchase direct from Oak Street, it would be at the higher, full retail cost.

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

RESOLUTION APPROVING THE PURCHASE OF PUBLIC AREA
FURNITURE FOR THE WESTWOOD CLUBHOUSE

WHEREAS, the City of Newton entered into a design services agreement with Christine Pletcher DeZign for interior design services for the new clubhouse at Westwood Golf Course; and

WHEREAS, Christine Pletcher DeZign has sourced high quality, affordable furniture for the facility for the restaurant/bar area and lounge seating area(s) as follows:

Store for Homes, Newton, Iowa- Club Chairs/Loveseat/Accent Tables- \$4,750.00
Christine Pletcher DeZign (pass through invoice for Oak Street Manufacturing, Monticello, IA)-
Commercial Grade Restaurant/Bar Furniture- \$10,283.56;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the purchase of public area furniture from the two identified vendors is hereby approved using private donated funds and Westwood Clubhouse Project Funds

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting the date for public hearings on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder

Summary:

This action would set a public hearing to provide authorization for bonding

Financial Impact:

No direct impact as a result of setting the Public Hearing for proposed General Obligation Loan Agreements

Report Number: 2024-1216**Date:**

February 3, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

The City Council has conducted goal setting and several budget workshops over the last several months and have discussed potential projects to be bonded for this spring. Below are the following items that are included in the proposed FY26 budget and included in the proposed FY26-30 Capital Improvement Plan that would be funded with 2025 bonds. Per the discussion at the January 20, 2025 budget workshop, the Downtown Park Restroom & Equipment in the N Central URA bonding has been moved to future years and replaced with Downtown Alley Restoration:

General Fund Bonds (Debt Service)

Asphalt Overlay	\$ 430,000
Tennis Court Construction/Resurfacing	\$ 416,000
Aurora Park Lighting	\$ 149,000
Ambulance 2 Replacement	\$ 360,000
Police Vehicles and Equipment	\$ 340,000
Westwood Clubhouse Phase 3	\$ 250,000
Training Site Facility for Police & Fire	\$ 195,000
Animal Control Facility	\$ 150,000
Airport Apron Expansion	\$ 146,000
Fire Station Flooring Upgrades	\$ 110,000
Dangerous & Dilapidated Blight Removal	\$ 100,000
Housing Incentives	\$ 100,000
Tree & Stump Removal in Parks	\$ 75,000
S 12 Ave W Reconstruction & Traffic Signal Updates	\$ 75,000
Fire Equipment	\$ 47,000
City Hall 2nd Phase Microzone replacement	\$ 25,000
Hike & Bike Trail Repairs	\$ 25,000
6' Zero-Turn Mower Parks	\$ 18,000
Fire Station Remodeling	\$ 15,000
Park shelter & Restroom Upgrades	\$ 15,000
Park Utility Cart	\$ 12,000
Zero-Turn Mower – Cemetery	\$ 12,000
Server Upgrade – Administration	\$ 5,000
Total General Fund Bonds (Debt Service)	\$ 3,100,000

North Central TIF

Downtown Street Improvements FY26	\$ 955,000
Downtown Housing Grants	\$ 50,000
Downtown Improvement Grants	\$ 50,000
Downtown Alley Restoration	\$ 350,000
Total North Central TIF Bonds:	\$ 1,417,000

1st Avenue East TIF

Stormwater Detention Project 1st Ave & 12th St N	\$ 700,000
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Setting a public hearing does not lock the Council into borrowing for any of the projects or equipment at this time. This is the first step in the bonding process and City Council may remove any project before the final paperwork is approved.

Recommendation:

Staff recommends approval of the resolution to fix a date for public hearings on the March 3, 2025 meeting of the City Council, at which it is proposed to take action to enter into the loan Agreements and to give notice thereof as required by such law. Staff recommends approval of the Resolution.



Matt Muckler, City Administrator

MINUTES TO SET DATE FOR
HEARINGS ON LOAN AGREEMENTS

504612-72

Newton, Iowa

February 3, 2025

The City Council of the City of Newton, Iowa, met on February 3, 2025, at 6:00 o'clock p.m. at City Hall Council Chambers, Newton, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

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

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2025-_____

Resolution setting the date for a public hearing on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Newton (the “City”), in Jasper County, State of Iowa, proposes to enter into an Essential Purpose Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$4,200,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) constructing street, alley, storm water drainage and sidewalk improvements, including other incidental public infrastructure elements; (b) acquiring equipment for municipal cemeteries; (c) acquiring vehicles and equipment for the municipal Police, Fire and EMS departments; (d) undertaking improvements to and equipping of existing municipal parks; (e) undertaking improvements to the municipal airport; (f) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (g) providing funding for the Newton Housing Initiative Program, a copy of which is on file for public inspection in the Office of the City Clerk, which is a program that provides for the acquisition, restoration or demolition of housing (collectively, the “Essential Purpose Projects”) and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a general purpose loan agreement (the “Parks and Recreation Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$930,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) undertaking tennis court surfacing and lighting improvements; (b) undertaking improvements to the municipal swimming pool; (c) undertaking recreation trail improvements; and (d) undertaking club house improvements at the municipal golf course (the “Parks and Recreation Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Parks and Recreation Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a general purpose loan agreement (the “Public Facilities Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$700,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) undertaking improvements to municipal fire stations; (b) constructing training facilities for the municipal police and fire departments; (c) undertaking improvements to and equipping City Hall; and (d) constructing an animal control facility (the “Public Facilities Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Parks and Recreation Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a general obligation urban renewal loan agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, the Parks and Recreation Loan Agreement, and the Public Facilities Loan Agreement,

the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$200,000 pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Downtown Housing Grant and Downtown Micro-Grant Programs, an authorized urban renewal project of the City in its North Central Urban Renewal Area, last approved by City Council action on August 15, 2022 (the “Urban Renewal Project” and together with the Essential Purpose Projects, the Parks and Recreation Projects, and the Public Facilities Projects, the “Projects”), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on March 3, 2025, at the City Hall Council Chambers, in the City, at 6:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

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

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,200,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 3, 2025, at 6:00 o'clock p.m. at City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$4,200,000 for the purpose of paying the costs, to that extent, of (a) constructing street, alley, storm water drainage and sidewalk improvements, including other incidental public infrastructure elements; (b) acquiring equipment for municipal cemeteries; (c) acquiring vehicles and equipment for the municipal Police, Fire and EMS departments; (d) undertaking improvements to and equipping of existing municipal parks; (e) undertaking improvements to the municipal airport; (f) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (g) providing funding for the Newton Housing Initiative Program, a copy of which is on file for public inspection in the Office of the City Clerk.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$66.02, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

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

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

Katrina Davis
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Parks and Recreation Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$930,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 3, 2025, at 6:00 o'clock p.m. at City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action to enter into a General Purpose Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$930,000 for the purpose of paying the cost, to that extent, of (a) undertaking tennis court surfacing and lighting improvements; (b) undertaking improvements to the municipal swimming pool; (c) undertaking recreation trail improvements; and (d) undertaking club house improvements at the municipal golf course.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$21.13, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

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

Katrina Davis
City Clerk

Section 4. The City Clerk is hereby directed to give notice of the proposed action on the Public Facilities Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$700,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa, will meet on March 3, 2025, at 6:00 o'clock p.m. at City Hall Council Chambers, Newton, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of (a) undertaking improvements to municipal fire stations; (b) constructing training facilities for the municipal police and fire departments; (c) undertaking improvements to and equipping City Hall; and (d) constructing an animal control facility.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$4.74, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

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

Katrina Davis
City Clerk

Section 5. The City Clerk is hereby directed to give notice of the proposed action on the Urban Renewal Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$200,000

(GENERAL OBLIGATION)

The City Council of the City of Newton, Iowa (the “City”), will meet on March 3, 2025, at the City Hall Council Chambers, Newton, Iowa, at 6:00 o’clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder, in a principal amount not to exceed \$200,000, for the purpose of paying the costs, to that extent of, undertaking the Downtown Housing Grant and Downtown Micro-Grant Programs, an authorized urban renewal project of the City in its North Central Urban Renewal Area, last approved by City Council action on August 15, 2022.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24(3)(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$1.09, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Katrina Davis
City Clerk

Section 6. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$6,030,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 3, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JASPER
CITY OF NEWTON

SS:

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

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

Evelyn George, Mayor

Matthew Muckler, City Administrator

Katrina Davis, City Clerk

Lisa Frasier, Finance Officer

Steve Mullan, Council Member/Mayor Pro Tem

Mark Hallam, Council Member

Melissa Dalton, Council Member

Stacy Simbro, Council Member

Joel Mills, Council Member

Rand Ervin, Council Member

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF JASPER SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

City of Newton Disbursements 2-4-2025

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
Acushnet Company	Golf	Supplies	\$ 54.39
Aeroclave LLC	Tort Liability	Supplies	\$ 999.00
Airgas USA LLC	Fire	Supplies	\$ 577.66
Alliant Energy/IPL	All	Utilities	\$ 36,458.25
Amazon Capital Service	All	Supplies	\$ 3,199.04
American Business Phones	Police	Supplies	\$ 193.00
American Legal Publishing Corporation	Administration	Service	\$ 1,217.95
ATC Group Service LLC	D&D	Service	\$ 1,900.00
Axon Enterprise Inc	Police	Supplies	\$ 93.90
Baker & Taylor	Library	Supplies	\$ 1,937.08
Beck, David	Fire	Reimbursement	\$ 67.30
Blackstone Publishing	Library	Supplies	\$ 269.91
Bound Tree Medical LLC	Fire	Supplies	\$ 1,429.97
Brick Gentry P.C.	Legal Service	Service	\$ 16,570.00
C. H. McGuinness Co Inc	Water Pollution Control	Service	\$ 2,305.90
Caldwell Brierly & Chalupa PLLC	D&D	Service	\$ 1,110.00
Capital One	All	Supplies	\$ 878.21
Carl's Window Service	Library	Service	\$ 180.00
Center Point Large Print	Library	Supplies	\$ 144.05
Chemsearch	Water Distribution	Supplies	\$ 180.40
Christmas Done Bright	Parks	Supplies	\$ 479.60
Cintas	Landfill	Supplies	\$ 122.94
Civic Systems LLC	Finance/Water Utility Billing	Service	\$ 23,847.00
Computer Resource Specialists	Library	Service	\$ 3,000.00
Contract Specialty LC	Golf	Supplies	\$ 3,157.30
Costa Oil Newton	Fire	Service	\$ 80.85
Cuisine Queens LLC	Administration	Service	\$ 628.00
Davis, Katrina	Administration	Reimbursement	\$ 26.13
Des Moines Register	Library	Supplies	\$ 208.20
Des Moines Stamp Mfg	All	Supplies	\$ 38.00
Digium Cloud Service LLC	Landfill	Service	\$ 455.32
DMACC - Ankeny Campus	All	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 71,764.74
EMS MC Inc	Fire	Service	\$ 9,544.22
EMSLRC	Fire	Supplies	\$ 195.00
Envisionware Inc	Library	Service	\$ 375.00
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes Office Solutions	All	Supplies	\$ 202.30
FOX Strand	WPC RESO 20-267/268 RESO 24-243/25	Service	\$ 8,553.96
Galls LLC	Fire	Supplies	\$ 393.78
Garcia, Jose	Police	Reimbursement	\$ 50.45
Global Industrial	Water Pollution Control	Supplies	\$ 939.50
Gregg Young Auto Center	Police	Service	\$ 314.42
Grimes Asphalt and Paving	Street	Supplies	\$ 1,353.15
Hawkins Water Treatment	WTP/WPC	Supplies	\$ 6,422.90
Hotsy Cleaning Systems	Fire	Service	\$ 567.50
Hy-Vee Inc	Water Treatment Plant/Admin	Supplies	\$ 109.92

IAFC	Fire	Service	\$ 160.00
IMWCA	All	Service	\$ 12,962.25
Interstate All Battery Center	Water Distribution	Supplies	\$ 202.50
IA Economic Dev Authority Foundation	Community Marketing	Supplies	\$ 2,500.00
Iowa Golf Association	Golf	Membership	\$ 750.00
Iowa Park & Recreation Association	Parks	Conference	\$ 550.00
Iowa Prison Industries	Police	Supplies	\$ 319.00
Iowa State University Registration	Parks	Conference	\$ 975.00
Isolved Benefit Service	Finance	Service	\$ 133.13
JETCO Inc	Water Pollution Control	Supplies	\$ 364.50
John Lee Photography	Community Marketing	Service	\$ 125.00
Johnson Aviation	Airport	Service	\$ 3,634.62
Kirkham Michael	Airport RESO 2025-022	Service	\$ 19,655.58
Laser Labs Inc	Police	Supplies	\$ 101.00
Liberty Tire Service LLC	Landfill	Supplies	\$ 160.00
Lyman, Rick	Police	Service	\$ 900.00
Lynnville Repair Inc	Fire	Service	\$ 453.69
MacQueen Equipment LLC	Fire	Service	\$ 2,338.89
Magnum Automotive	Police/Fire	Service	\$ 2,405.29
Martin Marietta Materials	Street	Supplies	\$ 961.14
Maxim Advertising	Administration	Supplies	\$ 443.50
McMaster-Carr	Water Pollution Control	Supplies	\$ 66.09
Menards-Altoona	Water Treatment Plant	Supplies	\$ 2,216.33
Microbac Laboratories Inc	Landfill	Service	\$ 617.00
Municipal Supplies Inc	Water Distribution	Supplies	\$ 889.87
PowerPlan	City Garage	Supplies	\$ 280.49
NAPA Auto Parts	All	Supplies	\$ 2,343.71
National Assoc of Field Training Officer	Police	Service	\$ 375.00
News Printing Company	Police/Planning & Zoning	Publication	\$ 45.30
Newton Housing Development Corp	Economic Development	Dues	\$ 28.52
NFPA	Fire	Supplies	\$ 225.00
Niemann Ace Hardware 650	All	Supplies	\$ 1,575.99
ODP Business Solutions LLC	Parks	Supplies	\$ 64.05
O'Reilly Auto Parts	Water Distribution	Supplies	\$ 27.99
Otto Law Firm	Planning & Zoning	Service	\$ 25.00
Phelps Uniform Specialists	All	Service	\$ 271.10
Pitney Bowes	Engineering	Supplies	\$ 198.15
Playaway Products	Library	Supplies	\$ 56.99
Premier Office Equipment	Admin/Police/Water Utility Billing	Service	\$ 394.33
Pye-Barker Fire & Safety LLC	Landfill/Parks/Street	Service	\$ 2,071.00
Quill Corporation	Building	Supplies	\$ 24.29
R&R Products Inc	Parks/Cementery	Supplies	\$ 431.70
RACOM Corporation	Police	Service	\$ 557.50
Ray, Randy	Police	Service	\$ 100.00
Reeves Heating & Cooling	Library	Service	\$ 162.84
Regal Clean LLC	City Center	Supplies	\$ 2,852.40
Reliant Fire Apparatus Inc	Fire	Service	\$ 854.99
Reserve Account-Pitney Bowes	Finance	Service	\$ 3,000.00
Rockmount	City Garage/Parks	Supplies	\$ 1,141.74
Springer, Charles	Fire	Reimbursement	\$ 89.20
Star Equipment	Water Distribution	Supplies	\$ 49.32

State Steel of Des Moines	Water Distribution	Supplies	\$ 82.80
Streichers	Police	Supplies	\$ 1,533.90
Stryker Sales LLC	Fire	Supplies	\$ 13.98
T2 Systems Inc	Police	Service	\$ 51.46
Tatman, Anthony	Fire	Service	\$ 150.00
Taylor, Brandon	Street	Reimb	\$ 30.00
Terry, Nicole	Library	Reimbursement	\$ 43.96
The Police and Sheriffs Press	Police	Supplies	\$ 21.60
Theisen's	All	Supplies	\$ 675.16
Todd Heaberlin Enterprises	Library	Service	\$ 341.12
Truck Equipment	City Garage	Supplies	\$ 2,155.50
Two Rivers Cooperative	Water Treatment Plant	Supplies	\$ 1,530.51
Van Wall Equipment	Landfill/Golf	Supplies	\$ 726.52
Vernon Co	Police	Supplies	\$ 750.04
Warnick Mechanical	Library	Service	\$ 449.90
Wex Bank	Water Distribution	Supplies	\$ 112.05
Zoll	Fire	Supplies	\$ 230.23
Total			\$ 286,165.65

Pre-Authorized Payments

Black Hills Energy	All	Utilities	\$ 7,141.99
Caldwell Brierly & Chalupa Trust	Fairmeadows TIF	RESO 2024-315	\$ 11,626.93
Christensen Development	N Central TIF	RESO 2023-083/039	\$ 50,000.00
Dish Network	Airport	Utilities	\$ 159.10
Gregg Young Auto Center	Water Rev Bond	RESO 2024-299	\$ 44,790.00
Mediacom	Admin	Utilities	\$ 336.90
United States Cellular	All	Utilities	\$ 216.68
Windstream	Fire	Utilities	\$ 77.98
Total:			\$ 114,349.58

ACH Payments

Advantage Credit Union	All	Insurance	\$ 13,905.00
Bank Iowa	All	Insurance	\$ 3,645.00
Kabel	All	Insurance	\$ 50.00
GEMT	Fire	Fees	\$ 9,441.95
Self Funded Insurance	All	Insurance	\$ 194,057.44
Payroll 1-3-25	All	Payroll	\$ 490,170.52
Payroll 1-17-25	All	Payroll	\$ 505,896.71
Mutual of Omaha	All	Insurance	\$ 4,881.01
Great Southern Bank	Golf	Fees	\$ 268.58
State of Iowa	General	Sales Tax	\$ 3,073.84
Lambs Grove	Utility Billing	Fees	\$ 2,382.55
Wet Tax	Utility Billing	Tax	\$ 9,766.63
Returned ACH Fees	Utility Billing	Charges	\$ 601.37
GILA - Fees	Utility Billing	Fees	\$ 24.00
Returned Check Fees	Utility Billing	Fees	\$ 187.56
Total:			\$ 1,238,352.16

City of Newton Council Report

**Item:**

Second Consideration of an Ordinance to adopt the Code of Ordinances of the City of Newton, Iowa, 2025, AKA "City Code"

Summary:

Resolution to adopt the 2025 City of Newton Code of Ordinances

Financial Impact:

None

Report Number: 2025-41

Date:

February 3, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

Section 380.8 of the Code of Iowa, 2025, requires that at least once every five years a city shall adopt a code of ordinances or by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution.

On August 1st, 2016 the City Council adopted the City Code of Newton, Iowa; and adds new ordinances and amendments upon passage by supplementation to the City Code itself.

Adopting this ordinance is a method of perpetual codification, the loose-leaf binding together with the continuous supplement service, provided by American Legal Publishing, whereby each newly adopted ordinance of a general and permanent nature amending, altering, adding or deleting provisions of the official City Code is identified by the proper chapter and is inserted in the proper place in each of the official copies, a copy of which shall be maintained in the office of the City Clerk, certified as to correctness and available for inspection at any and all times that said office is regularly open.

Recommendation:

Staff recommends to adopt the code of ordinances, containing only the current and existing ordinances edited and compiled without change in substance, shall be and hereby adopted as the Newton City Code, 2025.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE TO ADOPT THE CODE OF ORDINANCES OF THE CITY OF NEWTON,
IOWA, 2025, AKA “CITY CODE”

WHEREAS, Section 380.8 of the Code of Iowa, 2025, requires that at least once every five years a city shall adopt a code of ordinances or by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution; and

WHEREAS, on August 1st, 2016 the City Council adopted the City Code of Newton, Iowa; and adds new ordinances and amendments upon passage by supplementation to the City Code itself; and

WHEREAS, if a proposed code of ordinances contains only existing ordinances which have been edited and compiled without substantive changes, the council may adopt such code without notice of public hearing and it is now appropriate to adopt a code of compiled and existing ordinances under the statute, without any substantive changes proposed; and

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

Section 1. From and after the date of passage of this Ordinance, the City Code of the City of Newton, Iowa, prepared by American Legal Publishing, containing compilation of all ordinances of a general nature together with the changes made to said ordinances, under the direction of the governing body of the City, shall be accepted in all courts without question as the Official Code and Law of the City as enacted by the City Council, and shall hereafter be referred to as "The City Code".

Section 2. It is hereby adopted, as a method of perpetual codification, the loose-leaf binding together with the continuous supplement service, provided by American Legal Publishing, whereby each newly adopted ordinance of a general and permanent nature amending, altering, adding or deleting provisions of the official City Code is identified by the proper chapter and is inserted in the proper place in each of the official copies, a copy of which shall be maintained in the office of the City Clerk, certified as to correctness and available for inspection at any and all times that said office is regularly open.

Section 3. It shall be unlawful for any person, firm or corporation to change or amend, by additions or deletions, any part or portion of the City Code, or to insert or delete pages or portions thereof, or to alter or tamper with the City Code in any manner to cause the law of the City to be misrepresented.

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

Section 5. A code of ordinances, containing only the current and existing ordinances edited and compiled without change in substance, shall be and hereby is adopted as the City Code, 2025.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Second Consideration of an Ordinance amending The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning

Summary:

Amending the A-1: Agriculture, C-A: Arterial Commercial, C-T: Tourism Oriented Commercial, I-L: Light Industrial, and I-H: Heavy Industrial Districts language on the matter of kennels, pet boarding, and pounds.

Financial Impact:

None.

Report Number: 2025-85

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

As the Newton City Council has endeavored to find a location for the city-owned animal control facility (pound) for stray dogs, it became apparent that the various districts within the zoning code do not clearly address when and where such facilities are allowed. The implementation of the zoning ordinance on this matter relied too heavily on administrative interpretation powers for City staff. The proposed changes provide greater clarity to elected officials, staff, and citizens on the matter-removing the "gray" areas.

The goal of the proposed language is to *clearly* establish the where and to *clearly* establish the when and how. The new language for the A-1, C-A, C-T, I-L, and I-H zones builds in controls such as minimum distances away from residences, to protect residential property from this particular use. Additionally, in those zones where residential uses may be in close proximity, a conditional use permit would be required, which triggers a public hearing and neighbor notifications before action by the Zoning Board of Adjustment occurs. Finally, any decision on the location of a municipally owned facility would be subject to a decision by the Newton City Council, made within a public meeting.

As a reminder, Zoning Ordinance Amendments are applicable to the subject zoning districts, city-wide, and are not exclusive to any specific property.

The primary changes are summarized as follows:

- 158.003: Definitions- clarifications on the definitions for "Boarding, Pets"; Kennel; and Pound
- 158.016: A-1: Agriculture- Update listing of conditional use permit to include Dog or Cat Kennel, Pet Boarding, or Pound, provided the facility is 500 feet away from a residence and the ZBA considers plans to address noise, odor, hours of operation, traffic, & visual compatibility with neighborhood.
- 158.023: C-A: Arterial Commercial- Add municipally owned pound to list of permitted uses; Add Dog or Cat Kennel, Pet Boarding provided the facility is 500 feet away from a residence and the ZBA considers plans to address noise, odor, hours of operation, traffic, & visual compatibility with neighborhood.
- 158.026: C-T: Tourism Oriented Commercial- Add municipally owned pound to list of permitted uses; Add Dog or Cat Kennel, Pet Boarding provided the facility is 500 feet away from a residence and the ZBA considers plans to address noise, odor, hours of operation, traffic, & visual compatibility with neighborhood.

- 158.028 I-L: Light Industrial- Update listing of conditional use permit to include Dog or Cat Kennel, Pet Boarding, or Pound, provided the facility is 500 feet away from a residence and the ZBA considers plans to address noise, odor, hours of operation, traffic, & visual compatibility with neighborhood.
- 158.029 I-H: Heavy Industrial- Update listing of permitted uses to include Dog or Cat Kennel, Pet Boarding, or Pound, provided the facility is 500 feet away from a residence and the ZBA considers plans to address noise, odor, hours of operation, traffic, & visual compatibility with neighborhood.

Notice of Ordinance Amendment:

Notice was published in the NDN on January 3, 2025, ahead of the Planning and Zoning Commission meeting. Notice was also published in the NDN on January 14, 2025, ahead of the January 20th City Council meeting.

Planning and Zoning Commission Action:

At their meeting on January 7, 2025, the Planning and Zoning Commission recommended approval of the zoning code amendments, citing that the revisions provide much needed clarity and reduce the need for or level of administrative zoning determinations on this matter.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

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.

(A) *Interpretation.* The following definitions shall be applicable to this chapter unless a contrary meaning is indicated by the text. Words in the present tense include the future tense. The singular number includes the plural and the plural number includes the singular. The word “shall” is always mandatory; the word “may” is permissive. Terms not defined shall have the meaning customarily assigned to them as defined in *Merriam Webster’s Collegiate Dictionary*. Uses not defined or listed shall have the meanings as defined in or categorized according to the North American Industry Classification System as prepared by the United States Office of Management and Budget’s Economic Classification Policy Committee.

(2011 Code, § 34.0201)

(B) *Terms.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARDING, PETS. The temporary keeping and caring of four or more pets, such as dogs or cats. See also Kennel.

KENNEL. Any enclosed area in which The keeping of four or more dogs, six months old or older, for any period of time. No property may have more than four dogs in any residential district. are kept.

POUND. A municipally owned and operated facility for the temporary housing of stray, abandoned, homeless or unwanted pets, such as dogs.

§ 158.016 A-1: AGRICULTURAL.

(A) *Intent.*

(1) The A-1: Agricultural District is intended to encompass those areas which are presently used primarily for agriculture.

(2) It is further intended to preserve and protect prime agricultural land from indiscriminate and undesirable encroachment by, and conversion to, urban uses; provided that, such limited residential uses as will not detract from the crop producing capability of the land, may be permitted; and, further provided, that certain commercial and industrial uses having a particular need to locate away from high density urban areas, may, after due consideration of their environmental and economic impact, be permitted.

(B) *Conditions of use.*

(1) On a farm, as defined, any use listed as “agricultural” shall be exempt from all regulations of this chapter, except applicable regulations set forth in the Floodplain District, and except the following conditions relating to accessory uses;

(2) No accessory use shall occupy more than 25% of the land area of a farm or lot, nor shall the appraised value of land, buildings and improvements occupied by an accessory use exceed 25% of the value of the farm or lot, including all improvements thereto;

(3) Animal rearing and feeding operations shall be carried on in strict accord with the requirements of the state’s Department of Natural Resources;

(4) The keeping of domestic livestock and kenneling or pet boarding [See 158.016 (D)(3)] on a lot used principally for residential purposes shall be limited as follows:

Type of Animal	No. of Animals Per Acre
Horses and cattle	2
Sheep, goats, swine, alpacas, chickens	4
NOTES TO TABLE: For the purposes of this chapter, miniature pigs, as regulated by § 90.13 of the of code of ordinances, shall not be considered swine.	

(5) A minimum of one acre is required to keep domestic livestock. No stabling, grazing or tethering area for such livestock shall be located closer than 100 feet from any residential dwelling on a neighboring property;

(6) A mobile home, as defined herein, may be used as a principal dwelling on a farm, or as an accessory dwelling, housing a farm employee; however, except as may be allowed by a conditional use permit, no mobile home shall be used as a dwelling on a non-farm lot; and

(7) A farmstead in existence at the time of adoption of this chapter may be severed from a farm and thereafter used for residential purposes; provided that, there is included one acre of land per dwelling unit with side and rear yards as required for one- and two-family dwellings.

(C) *Permitted uses.* The following uses are allowed in the A-1: Agricultural District:

- (1) Agriculture;
- (2) Single-family homes;
- (3) Public parks, open spaces and recreational facilities;
- (4) Educational and religious facilities;
- (5) Home occupations;
- (6) Accessory buildings and uses;
- (7) Agriculture businesses; provided, the parcel is over five acres in size;
- (8) Plant nurseries;
- (9) Commercial orchards; and
- (10) Forestry.

(D) *Conditional use permit.* The following uses may be allowed in the A-1: Agricultural District upon approval of a conditional use permit by the Zoning Board of Adjustment:

- (1) Cemeteries; and
- (2) Communication towers.

(3) Dog or Cat Kennel, Pet Boarding, or Pound, provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The Zoning Board of Adjustment shall consider plans for sanitation, plans to address noise and odor, hours of operation, traffic, and visual compatibility with surrounding neighborhood.

c. All State of Iowa Code requirements associated with this use shall be met.

§ 158.023 C-A: ARTERIAL COMMERCIAL.

(A) *Intent.* The C-A: Arterial Commercial District is a medium intensity commercial district intended to provide for business activities located along and adjacent to major traffic generators which are substantially dependent upon vehicular access to support the nature of the business.

(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.

(C) *Permitted uses.* The following uses are allowed in the C-A: Arterial Commercial District:

- (1) Churches and educational facilities;
- (2) Personal service retail uses including the following: barbershops, beauty shops, laundry pick-up stations, optical stores, dance studios, hobby shops, florist shops, child care facilities, health studios or gyms, newsstands, photographic studios, post office substations, shoe repair shops, tailor and dressmaking shops, photo developing pick-up stations and other similar uses;
- (3) Professional offices and medical clinics;
- (4) Convenience stores including the sale of gasoline and fuels; provided, a traffic study prepared by a registered engineer is submitted and approved;
- (5) Automobile service stations, fuel sales stations, auto parts and accessory stores and washing facilities, all of which may or may not include the sales of gasoline; provided, however, if the sales of gasoline is included a traffic study prepared by a registered engineer is submitted and approved;
- (6) Automobile, trailer, motorcycle, boat, farm implement and construction equipment establishments for display, hire rental and sales;

(7) Home service retail stores including the following: furniture stores, appliances stores, building materials stores, carpet and floor covering stores, cabinet stores, garden supply stores, hardware stores, lawn mower sales and service stores, paint and glass stores, plumbing and heating retail stores, television and electronics stores, rental stores, upholstering shops and other similar retail uses;

(8) General retail stores, including the following: food stores, supermarkets, variety stores, discount stores, department stores, clothing stores, shoe stores, sporting goods stores, jewelry stores, art shops, book stores, camera stores, music stores, china and gift stores, drug stores, pet stores and other similar retail establishments;

(9) Accessory outdoor displays and storage of the permitted sale of goods and services allowed or defined as permitted uses in this district and/or temporary seasonal displays such as lawn and garden or holidays, if identified on an approved site plan and if minimum parking requirements are met;

(10) Travel related and hospitality related businesses, including the following: hotels, motels, tea room or tea houses or other similar businesses;

(11) Restaurants and amusement establishments, including: bowling alleys, dance halls, pool halls, night clubs and lounges; provided, the use is located greater than 250 feet from a primary residential use;

(12) Small animal veterinary clinics without boarding facilities;

(13) Agriculture;

(14) Multi-family dwellings up to 25 units per acre; and

(15) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

(16) Municipally owned Pound, provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The facility shall be connected to public utilities including electric, sewer, and water.

c. Animals shall not be exterior to the structure unless monitored by authorized personnel (staff and/or volunteer).

d. All State of Iowa Code requirements associated with this use shall be met.

(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:

(1) Communication towers;

(2) Any permitted use that requires over 35% lot coverage;

(3) Beer-making for wholesale or retail sales of less than or equal to 650 gallons per day;

(4) Outdoor display for the permitted sale of goods and services allowed or defined as conditional uses in this district;

(5) Paintball facility; and

(6) Single-family dwellings.

(7) Dog or Cat Kennel, Pet Boarding provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The Zoning Board of Adjustment shall consider plans for sanitation, plans to address noise and odor, hours of operation, traffic, and visual compatibility with surrounding neighborhood.

c. All State of Iowa Code requirements associated with this use shall be met.

§ 158.026 C-T: TOURISM ORIENTED COMMERCIAL DISTRICT.

(A) *Intent.* The C-T: Tourism Oriented Commercial District is intended to provide space for business activities located along Interstate 80 that attract and serve visitors to the community as well as meeting needs of local residents.

(B) *Permitted uses.* The following uses are permitted in the C-T District subject to site plan approval:

(1) Convenience stores including the sale of gasoline and fuels;

(2) Travel and hospitality related businesses which could include, but not limited to, hotels, motels, bed and breakfasts;

(3) Travel centers and truck stops having no more than 100 parking spaces for semi-trucks;

- (4) Restaurants;
- (5) Drive-through restaurants;
- (6) Recreational and amusement facilities and parks;
- (7) Zoos;
- (8) Visitor centers and museums;
- (9) Sports arenas, fields, and complexes;
- (10) Conference centers;

(11) Mixed-use buildings which may include professional offices, retail, and multi-family dwellings if the provisions of division (D) of this section are met, and other commercial uses limited to the interior of a building that serve a regional purpose:

- (12) Large, destination retail businesses;
- (13) Camp grounds having no more than 100 camp sites; and

(14) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

(15) Municipally owned Pound, provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The facility shall be connected to public utilities including electric, sewer, and water.

c. Animals shall not be exterior to the structure unless monitored by authorized personnel (staff and/or volunteer).

d. All State of Iowa Code requirements associated with this use shall be met.

(C) *Conditional uses.* The following are conditional uses within the C-T District subject to a conditional use permit and site plan approval where the applicant must establish that the development is in harmony with the surrounding neighborhood:

- (1) Beer and wine making for restaurant sales and retail sales only in conjunction with a restaurant use;
- (2) Automobile restoration shops;
- (3) Outdoor display for the permitted sale of goods and services;

(4) Off-site parking areas in conjunction with a permitted use and owned or leased by the same entity as owns the permitted use that the off-site parking area is intended to serve. Buffering along the perimeter will be required when determined it is necessary;

- (5) Warehousing or storage facilities in conjunction with a permitted use in the C-T Zone;
- (6) Camp ground having more than 100 camping sites;
- (7) Tea room or tea house.

(8) Dog or Cat Kennel; Pet Boarding provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The Zoning Board of Adjustment shall consider plans for sanitation, plans to address noise and odor, hours of operation, traffic, and visual compatibility with surrounding neighborhood.

c. All State of Iowa Code requirements associated with this use shall be met.

§ 158.028 I-L: LIGHT INDUSTRIAL.

(A) *Intent.* The I-L: Light Industrial District is a low impact industrial, business and research area set aside for the location of enterprises that have negligible environmental impacts beyond their property limits.

(B) *Locational criteria.* The I-L: Light Industrial District is appropriately located adjacent to primary arterial streets and as a buffer to heavy industrial uses. Lands to be suitable for light industrial uses will generally have stable soils, slopes less than 5% and be well served by public utilities.

(C) *Permitted uses.* The following uses are allowed in the I-L: Light Industrial District:

- (1) Automobile service, repair, painting, body works, upholstery or similar refurbishing;
- (2) Beverage bottling, distribution and warehousing facilities;
- (3) Cold storage facilities;
- (4) Contractors offices and storage buildings; including general contractors, plumbers, electricians, heating, ventilating, air conditioning contractors, masons, painters, refrigeration contractors, roofing contractors and other such construction occupations;
- (5) Distribution centers;
- (6) Dry cleaning and laundry facilities;
- (7) Farm and industrial equipment sales and repair facilities;
- (8) Film processing facilities;
- (9) Ice production, storage, sales and distribution facilities;
- (10) Laboratories for research, testing and experimental purposes;
- (11) Machine shops;
- (12) Mail order distribution centers;
- (13) Manufacturing facilities to produce computers, computer peripherals, electrical appliances, electronic equipment, medical instruments and other similar products;
- (14) Manufacturing facilities to produce articles or merchandise from previously prepared or natural materials such as cardboard, cement, cloth, cork, fiber, glass, leather, paper, plastics, metals, stones and other such prepared materials;
- (15) Printing and publishing;
- (16) Public utility facilities and railroad facilities;
- (17) Public educational facilities related to industry and vocational training and research;
- (18) Publicly-owned storage, warehouse and maintenance facilities;
- (19) Radar, radio and television studios, stations and towers;
- (20) Truck terminals, delivery services, moving and storage facilities and truck maintenance facilities;
- (21) Warehouse and storage facilities;
- (22) Outside storage yards as an accessory use provided they are kept in a visually appealing manner;
- (23) Indoor family entertainment center;
- (24) Fitness centers, health clubs, gyms, massage establishments;
- (25) Agriculture;
- (26) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use; and
- (27) Fireworks warehousing or storage without on-site sales. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

(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:

- (1) Food processing, manufacturing and packaging facilities; provided, sufficient public sanitary sewer and water facilities are available, and no odors are emitted from the facility;
- (2) Storage of oils, petroleum and similar flammable liquids and gases of less than 1,000 gallons per tank and no more than three tanks on a property; provided, said tanks are placed in a manner that presents no danger to adjoining properties,

the tanks are fenced in a secure manner and screening is provided to obscure their view from adjoining properties and the street. Said tanks shall not be located within required yards and shall not be approved until a plan is submitted to the Zoning Administrator showing compliance with the above requirements;

- (3) Concrete/asphalt batch plants including outside storage of raw materials;
- (4) General retail sales;
- (5) Stables, dog kennels or other facilities for boarding or keeping animals provided a site plan is submitted and approved;
- (6) Railroad yards, transfer facilities and associated uses;
- (7) Multi-family residences up to 25 units per acre;
- (8) Public detention and correctional institutions, including: penal institutions, residential correction facilities, medical detention facilities and other similar facilities; provided, they are located at least 500 feet from any residential use;
- (9) Communication towers; and
- (10) Professional office; provided, it is located on a property no greater than one-half acre in size.

(11) Dog or Cat Kennel, Pet Boarding, or Pound, provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The Zoning Board of Adjustment shall consider plans for sanitation, plans to address noise and odor, hours of operation, traffic, and visual compatibility with surrounding neighborhood.

c. All State of Iowa Code requirements associated with this use shall be met.

§ 158.029 I-H: HEAVY INDUSTRIAL.

(A) *Intent.* The I-H: Heavy Industrial District is a general purpose industrial and business area for the location of activities and enterprises that might be otherwise objectionable in other areas of the community and by the nature of their activity may result in some negative impacts upon their environment. The purpose of this district is to provide for such uses in the community and to properly ensure their negative impacts are properly mitigated.

(B) *Locational criteria.* The I-H: Heavy Industrial District is appropriately located in isolated locations away from other uses and upon lands that are level and not generally susceptible to environmental degradation. It should be located adjacent to primary arterials and railroads. Such district should be properly buffered from all residential and commercial districts. Such districts shall generally be located such that prevailing winds shall not impact residential areas.

(C) *Permitted uses.* The following uses are allowed in the I-H: Heavy Industrial District.

- (1) Waste water treatment plants;
- (2) Food processing, manufacturing and packaging facilities provided sufficient public sanitary sewer and water facilities are available, and no odors are emitted from the facility;
- (3) Grain storage, processing and distribution facilities;
- (4) Concrete and asphalt batch plants;
- (5) Railroad yards, transfer facilities and associated uses;
- (6) Agriculture;
- (7) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use; and
- (8) Fireworks warehousing or storage without on-site sales. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

(9) Dog or Cat Kennel, Pet Boarding, or Pound, provided the following conditions are met:

a. The facility and any associated fenced, run areas, shall be located no closer than 500 feet from any residential dwelling on a neighboring property.

b. The facility shall be properly connected public utilities.

d. All State of Iowa Code requirements associated with this use shall be met.

(D) *Conditional uses.* The following uses may be allowed in the I-H: Heavy Industrial District upon approval of a conditional use permit by the Zoning Board of Adjustment:

- (1) Manufacturing of products and merchandise involved the use of chemicals, processes or materials that might constitute a potential explosive or environmental hazard provided a plan is submitted providing sufficient evidence that proper precautions have been taken to minimize such hazards including ongoing review and monitoring;
- (2) Quarrying and mining operations provided precautions are taken to control dust beyond the property limits, provision is made for noise control, provisions are made for compensation to adjoining and area properties if damaged by blasting or other such activities and a plan for reclamation is filed including appropriate provisions for bonds to fund reclamation, as required by the city;
- (3) Slaughter plants, packing houses, animal by-products rendering and other such animal processing activities; provided, adequate provisions are made to minimize odors, dust, noise and other impacts;
- (4) Sexual activity establishment, adult bookstore, adult motion picture theater and other similar forms of adult entertainment;
- (5) Any other industrial use not expressly permitted in this chapter and determined by the Zoning Board of Adjustment to have been properly mitigated to protect the public health, safety and general welfare;
- (6) Automobile salvage and reclamation yards and facilities provided a site plan is submitted and provisions are made to screen the facility entirely from the view of streets and other properties; and
- (7) Communication towers.

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 _____2025, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2025.

APPROVED this ____ day of _____, 2025.

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 _____, 2025 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving a three year Professional Services Agreement with Schneider Geospatial, LLC for the GeoPermits Portal Development, Hosting, and Maintenance

Summary:

GIS based permitting software for Public Works and Community Development

Financial Impact:

Year 1: \$27,017; Year 2: \$25,000; Year 3: \$26,250 paid for by Road Use Tax Fund (50%) and General Fund (50%)

Report Number: 2025-54**Date:**

February 3, 2025

Lead Department:

Public Works

Recommendation:

Approve

Background:

Public Works and Community Development utilize an antiquated, paper-based permitting system for applications citizens submit for things like right-of-way permits, road closures, building permits, and zoning applications.

This paper-based system is inefficient for staff processing the applications, field inspectors, citizens looking up information, records retainage, and so on.

The current and the proposed budget for FY25-26 incorporate the Community Development share of this cost. Additionally, the Public Works share of the cost can be paid for using Road Use Tax Fund. The payment schedule is as follows:

Year 1: \$27,017- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%)

Year 2: \$25,000- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%)

Year 3: \$26,250- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%)

City staff demoed the product. Additionally, City staff visited with Jasper County staff and observed how they use the module as well.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION APPROVING A THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDER GEOSPATIAL, LLC FOR THE GEOPERMITS PORTAL DEVELOPMENT, HOSTING, AND MAINTENANCE

WHEREAS, Community Development and Public Works primarily rely on an antiquated, paper-based permitting system; and

WHEREAS, the City of Newton utilizes Schneider GeoSpatial for GIS services related to utilities, cemetery, and zoning, and city-owned electrical facilities (traffic signals/lighting); and

WHEREAS, Schneider GeoSpatial offers a permitting module, syncing permitting data with the City’s GIS system, providing efficiency in the field, efficiency in permit processing, and reducing paper records; and

WHEREAS, because the City of Newton utilizes Schneider GeoSpatial, currently, a discount is realized on the initial set up; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the professional services agreement with Schneider GeoSpatial, LLC is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the payment schedule, articulated within the professional services agreement, be paid as following:

- Year 1: \$27,017- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%)
- Year 2: \$25,000- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%)
- Year 3: \$26,250- Road Use Tax Fund (50%) and General Fund – Comm. Development (50%).

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **City of Newton, Iowa**, whose place of business is: 403 W 4th St N, Suite 501, Newton, IA 50208 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **GeoPermits Portal Development**

Development of a web based **GeoPermits** portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
 - b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
 - c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
 - d. Administrative interface for CLIENT workflow project setup and configuration.
 - i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - ii. Create and edit unlimited number of stages for each workflow project.
 - iii. Create and edit unlimited number of data entities for each stage.
 - iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - v. Modify stage sequencing.
 - vi. Restrict visibility of workflow projects and stages to admin users only.
 - vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
 - viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - ix. Clone project capability to create a new workflow project based on an existing workflow project.
 - x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
 - xii. Project Summary page with detailed outline of each workflow project.
 - xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
 - e. Multiple supported data entity types for data entry forms, including the following:
 - i. Short text box
 - ii. Long text box (Comments)
 - iii. Date
 - iv. Document attachment (with file browser)
 - v. Fee
 - vi. Lookup (dropdown list)
 - vii. Number
 - viii. Static Labels
 - ix. Checkbox, Radio Button
 - f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
 - g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
 - h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
-

- i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
 - i. My Applications (in progress)
 - ii. Applications Needing My Attention
 - iii. Inspections to Schedule
 - iv. Inspections to Complete
 - v. Contractor Registrations about to Expire
- j. Integration with CLIENT's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.
- k. Contractor Registration Interface
 - i. Allows system users to register as a contractor with CLIENT.
 - ii. Admin interface to setup contractor types and registration fees
 - iii. Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
- l. Included Services:
 - i. Administrative account setup and deployment.
 - ii. Four (4), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.
- m. **Payment Processor Integration – Certified Payments**

PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with PROFESSIONAL's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid, and to return the end user to the **GeoPermits** website.

B. GeoPermits Onboarding Custom Consulting

- i. CLIENT will have up to **eighty (80)** hours of remote custom GIS consulting for workflow development. This will be used to assist CLIENT with setup, configuration, deployment, and usage of the online GeoPermits system. Unused hours do not carry over past December 31, 2025. CLIENT is encouraged to utilize / schedule any unused hours remaining at least 45 days before December 31, 2025.

C. GeoPermits Flex Support

- i. CLIENT will have up to **ninety-six (96)** hours per year of Flex (remote) Support. Unused hours do not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours at least 45 days before the end of the year. PROFESSIONAL anticipates the hours to be spread equally throughout the year; however, hours may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. This time could be used in as little as half-hour increments for items such as, but not limited to:

- i. Development and publication of workflows
- ii. Respond to technical support questions from CLIENT's staff
- iii. Modification and update requests for workflows
- iv. Initial term begins February 1, 2025

GeoPermits Flex Support services shall automatically renew subject to the terms in Item 4 Term, Termination and Renewal, of this agreement.

C. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	\$16,600
Setup items:	
Core Setup:	Included
Payment Processor:	Included
Onboarding Consulting:	Included
Subtotal:	\$26,500

<u>Discount:</u>	<u>-\$9,900</u>
Total:	\$16,600

b. **Annual Cost:** **\$25,000**

Items:

Core Hosting:	Included
Map:	Included
Flex Support (96 hours):	Included

B. Payment Schedule

Year 1	February 1, 2025 – June 30, 2025:	\$27,017
	(GeoPermits Setup & Hosting and Flex (40 hours) – Pro-rated	
Year 2	July 1, 2025 – June 30, 2026:	\$25,000
	(GeoPermits Hosting and Flex Support)	
Year 3	July 1, 2026 – June 30, 2027:	\$26,250
	(\$25,000 plus 5% increase)	

C. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from CLIENT to access data sources defined in the Scope of Services.
 1. Database connection information.
 2. Server name or IP address.
 3. Database name.
 4. User login information for read access.
 5. Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to CLIENT's data sources and files.
- iv. All information must be provided by CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through February 5, 2025.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President & CEO

Date: _____

CLIENT:
City of Newton, Iowa

By: _____

Print: _____

Title: _____

Date: _____

City of Newton Council Report

**Item:**

Resolution Authorizing Temporary Positions in the Administration Department and the Police Department for FY26

Summary:

Resolution Authorizing Temporary Positions in the Administration Department and the Police Department for FY26

Financial Impact:

Approximately \$35,000 in FY26 for Additional Financial Analyst and \$70,000 in FY26 for 2 Additional Police Officers per FY26 Budget

Report Number: 2025-90**Date:**

February 3, 2025

Lead Department:

Administration

Recommendation:

Approve

Background:

During the FY26 budget process, 3 retirements were discussed as well as the process of replacing these 3 long term employees. It was recommended by staff and City Council agreed that there is a need to hire early for replacing these 3 employees. It is proposed to hire an additional Financial Analyst on July 1, 2025 to train and be ready to take over duties when the Finance Officer retires in April of 2026. It is proposed to hire 2 additional Police Officers on August 1, 2025 in order for these new officers to be sent to the Police Academy in the fall and be ready for duty when the 2 police retirements happen in early 2026.

Recommendation:

Staff recommends approval of the resolution.

Matt Muckler, City Administrator

RESOLUTION NO. 2025– _____

RESOLUTION AUTHORIZING TEMPORARY POSITIONS IN THE
ADMINISTRATION DEPARTMENT AND POLICE DEPARTMENT FOR
FY26

WHEREAS, the current Finance Officer will be retiring in April of 2026; and

WHEREAS, to ensure that as much knowledge as possible is passed on to the remaining employees in this area, it is proposed to add a temporary Financial Analyst position as stated below beginning on July 1, 2025;

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Financial Analyst	1	2	Range 4	Finance Officer

And,

WHEREAS, either before or on May 1, 2026 it is proposed to reduce the Financial Analyst position to one as stated below;

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Financial Analyst	2	1	Range 4	Finance Officer

And,

WHEREAS, the Police Department will also be having 2 retirements of long-term police officers in FY26 and are in need of training and hiring staff to replace these long-term employees. It is recommended that the 20 Police Officer positions currently authorized be 22 Police Officer positions as of August 1, 2025;

TITLE	CURRENT	PROPOSED	RANGE	DIRECT REPORT
Police Officers	20	22	Union Position	Chief of Police

WHEREAS, after each retirement in the Police Department, the authorized positions will be reduced by one and revert back to 20 officers after both retirements;

NOW THEREFORE, BE IT RESOLVED that the above stated succession plan for the Administration and the Police Departments be approved.

PASSED this 3rd day of February, 2025

APPROVED this _____ day of February, 2025

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving reorganization of staffing for Westwood Golf Course

Summary:

Reorganization of Staff at Westwood Golf Course

Financial Impact:

One new FTE position, entry level \$54,443, annually. Paid for by Golf Fund

Report Number: 2025-100

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

With the opening of the new clubhouse in 2025, it is desirable to grow offerings and revenue at Westwood Golf Course in the following ways:

- Increased patronage at the clubhouse with enhanced food and beverage offerings
- Increased golf events and tournaments
- Increased patronage at the clubhouse with new golf simulators
- Offering golf lessons

To accomplish these goals a team of three permanent full time staff members is proposed, two of these positions are already authorized. To achieve this end, two actions are needed:

First, the current Golf Pro/Recreation Specialist would maintain the majority of current duties, but under a new job title: Westwood Operations Manager. Currently, the Golf Pro is functioning as the manager of the facility, and there is little to no time in the day for the Golf Pro to do all of the normal Golf Pro duties- such as giving lessons. This title change reflects the actual work being done. No change to salary.

Second, authorization of a new Golf Pro, authorized at a lower Range/Step on the Pay Matrix. The new Golf Pro would focus on growing the game of golf through lessons, tournaments, and off-season events/activities around the golf simulators. Additionally, the Golf Pro would become familiar with functions of the golf course, including elements like the irrigation system.

The salary for the new position would be paid for by the Golf Fund, which is healthy and can accommodate this. Additionally, the additional position will be key in further growing revenues in this area.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING REORGANIZATION OF STAFFING FOR WESTWOOD GOLF COURSE

WHEREAS, the construction of a new clubhouse at Westwood Golf Course provides opportunity for growth for events, revenue generating opportunities, and increased patronage of the golf course, and

WHEREAS, the reorganization proposal results in the following:

Position	Current Authorization	Proposed Authorization	Reason for Change
Golf Pro/Recreation Specialist Westwood Operations Manager	Range 7, Step 13, Paid from Golf Fund	Range 7, Step 13 Paid from Golf Fund	Title Change, Some Change in Duties
Westwood Clubhouse Manager	1 FTE Range 4, up to Step 1 Paid from Golf Fund	No change	No Change (Authorized by Reso 2023-353)
Golf Pro	No Authorization	Range 6, Entry Paid from Golf Fund	Adding Golf Pro Position

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the reorganization for staffing at Westwood Golf Course is approved and effective February 3, 2025.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the purchase of two golf simulators for the Westwood Clubhouse

Summary:

Approving purchase of two golf simulators for Westwood Clubhouse.

Financial Impact:

\$126,510 from private donated funds and \$2,200 per year from Golf Fund.

Report Number: 2025-101**Date:**

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

The design of the new clubhouse includes space for two golf simulators, a feature which was desired by the fundraising committee to enhance the experience and potential revenue at Westwood Golf Course.

City staff sought quotes from three vendors, and recommends purchase of two golf simulators from Full Swing, which is the lower cost option when considering up front purchase price with the annual maintenance/software fee. In addition, City staff researched the various companies. The recommended vendor provides the preferred product while also being the lower cost option over time.

Company	Equipment Price	Annual Maintenance Fee	Purchase + Maintenance Fee- 3 years	Purchase + Maintenance Fee- 5 years
Full Swing	\$126,510.00	\$2,200.00	\$133,110.00	\$137,510.00
aboutGOLF	\$108,700.00	\$8,500.00	\$134,200.00	\$151,200.00
Golf Zon	\$136,500.00	\$6,500.00	\$156,000.00	\$169,000.00

The upfront purchase of \$126,510.00 will be paid for using privately donated funds and the \$2,200 annual fee will be paid for using Golf Fund.

The donated funds are currently being held at Jasper Community Foundation, and City staff has coordinated with the fundraising committee to issue a check to the City for the amount of the simulators purchase.

Recommendation:

Staff recommends approval of the resolution.

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

Matt Muckler, City Administrator

RESOLUTION 2025- _____

RESOLUTION APPROVING THE PURCHASE OF TWO GOLF
SIMULATORS FOR THE WESTWOOD CLUBHOUSE

WHEREAS, Staff acquired bids to outfit the new Westwood Golf Course Clubhouse with two indoor golf simulators; and

WHEREAS, these golf simulators are an essential piece of generating revenue, proving an avenue for additional golf lessons, and potential winter golf leagues ; and

WHEREAS, the Westwood Clubhouse was designed with the intent to operate with two golf simulators; and

WHEREAS, staff sought quotes for said golf simulators, and was able to secure three quotes:

Company	Equipment Price	Annual Maintenance Fee	Purchase + Maintenance Fee- 3 years	Purchase + Maintenance Fee- 5 years
Full Swing	\$126,510.00	\$2,200.00	\$133,110.00	\$137,510.00
aboutGOLF	\$108,700.00	\$8,500.00	\$134,200.00	\$151,200.00
Golf Zon	\$136,500.00	\$6,500.00	\$156,000.00	\$169,000.00

WHEREAS, over time, the annual maintenance cost would offset the difference in the initial upfront cost; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the proposal for the purchase of two golf simulators from Full Swing, in the amount of \$126,510.00 is hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Development Director is authorized to process said payment in the amount of \$126,510.00; to be paid utilizing private donations and the annual maintenance fee to be paid for utilizing Golf Fund.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution supporting the Grow Solar Program

Summary:

The City of Newton can potentially get involved in the Solar Program in the following ways -

1. Use of City of Newton logo and communication channels to market the program
2. Use of facilities to host community events such as Solar Power Hour.
3. Review and potential streamlining of solar system installation permitting process
4. Consideration of solar projects for facilities

Financial Impact:

No Financial Impact other than allowing the use of city facilities to host the Solar Power Hour.

Report Number: 2025-110

Date:

February 3, 2025

Lead Department:

Community Development

Recommendation:

Approve

Background:

On January 20th, a representative from Policyworks LLC. gave a presentation to City Council about the Grow Solar program. Policyworks with the Nature Conservancy in Iowa, requested the City of Newton be a community partner for the 2025 Grow Solar program.

The Grow Solar or Solar Group Buy approach allows groups of homeowners or businesses to work together to collectively negotiate rates, competitively select an installer, and increase demand through a creative limited-time offer to join the campaign. According to The Nature Conservancy, some of the benefits to the city from the program are - "attracting business by demonstrating commitment and access to renewable energy, the community meeting its sustainability goals through an innovative way, provide local economic impact by enabling homeowners and businesses to control their energy costs, generating local enthusiasm through free, educational Solar Power Hours".

There is no cost to be involved, the City of Newton will simply be listed as a partner in the launch materials and other communication efforts (including the logo) and help raise awareness for the free solar education opportunities among City residents. The City could get more involved, by hosting one of the free educational "Solar Power Hours" at a City facility and/or join the advisory team for program planning.

Recommendation:

Community Development staff recommends City of Newton supporting the Solar Program.

Matt Muckler, City Administrator

RESOLUTION SUPPORTING THE GROW SOLAR PROGRAM

WHEREAS, the voluntary use of solar electricity by residents diversifies the electric supply of the City of Newton, and

WHEREAS, the voluntary use of solar electricity by residents provides stability to the electric grid during peak power demands; and,

WHEREAS, over time the use of solar electricity can help reduce peak demand during the summer and saves participating residents money on their electric bills, retaining that money within the City of Newton for future economic use; and,

WHEREAS, solar electricity generation requires no fossil fuels, and reduces environmental pollutants.

WHEREAS, The City of Newton recognizes the promotional benefits of being an innovative and green-powered community.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, will support the Grow Solar program, in the following ways:

- 1. Grant the use of the City of Newton logo, as a sponsor of the program to be on promotional materials.
- 2. Promote the program through appropriate marketing and communication strategies utilized by City of Newton.
- 3. Providing City facilities to host community outreach meetings and to waive any fees associated with that use.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City of Newton, Iowa supports the efforts of Grow Solar.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the City of Newton to update a 28E Agreement for Mutual Assistance for Poweshiek County Emergency Services

Summary:

Resolution authorizing the City of Newton to update an agreement with Poweshiek County Emergency Services for provision of mutual aid services.

Financial Impact:

None

Report Number: 2025-84**Date:**

February 3, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

In the event of a large scale emergency responding agencies from the region would be asked to provide help to other agencies. The agreement to provide mutual aid assistance to other agencies is covered under the Code of Iowa, Chapter 28E. Under this agreement agencies would request personnel or equipment subject to availability. The department providing personnel or equipment has the sole discretion to determine availability. Agencies that are a party to this agreement will not charge for the provision of services. Only in extreme circumstances would this agreement involve Newton assets being committed to the Poweshiek County area. This agreement would allow recovery of costs for long term deployments and provide a large pool of equipment and personnel should Newton experience a large scale disaster.

Newton has not been a named party in a 28E agreement with Poweshiek County in the past. In my time here, we have not deployed equipment to Poweshiek County. We do have a separate 28E agreement with Grinnell and have had their ladder truck here for a mutual aid fire at the Days Inn fire in 2019. Recent changes to incident planning have taken a more regional approach and have led to more of these agreements being developed. In the past, most mutual aid requests came from within a single county. Today, with diminished numbers in volunteer departments and resources stretched increasingly thin, we are working on plans for a regionalized concept of resource allocation for large incidents. I expect to have more agreements like this to document this response planning. The agreement can be cancelled by providing a sixty (60) day notice to the Poweshiek County Emergency Services. This agreement is administered through the Poweshiek County Emergency Management Agency office.

Recommendation:

Staff recommends approval of Resolution authorizing the 28E Agreement for Mutual Assistance for Poweshiek County Emergency Services.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 – _____

RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL AID ASSISTANCE FOR POWESHIEK COUNTY EMERGENCY SERVICES

WHEREAS, the City of Newton (the “City”) desires to enter into this 28E Agreement (“Agreement”) for the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment; and

WHEREAS, this Agreement will remain in effect indefinitely and can be terminated by providing a sixty-day notice of termination to the Poweshiek County Emergency Services administered through Poweshiek County Emergency Management Agency;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, the City approves the 28E Agreement for Mutual Assistance for Poweshiek County Emergency Services; and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR MUTUAL ASSISTANCE

For Poweshiek County Emergency Services

In The Participating Jurisdictions of:

Barnes City, Belle Plaine, Brooklyn, Chelsea, Deep River, East Poweshiek Ambulance Service, Gilman, Grinnell, Hartwick, Kellogg, Keswick, Lynnvile, Malcom, Millersburg, Montezuma, New Sharon, Newton, Searsboro, Sully, Tama, Victor, What Cheer, Poweshiek County Emergency Management.

WHEREAS, the undersigned entities provide fire, rescue, and emergency medical services in Poweshiek County and/or are an adjoining county; and

WHEREAS, there has been a long-standing desire among Poweshiek County Fire/Rescue and Emergency Medical Services and/or other entities to provide mutual aid in Poweshiek County and adjoining counties in a time of need; and

WHEREAS, that agreement should be updated; and

WHEREAS, the undersigned entities each maintain adequate fire/rescue and emergency medical equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to fire, rescue, or medical emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed emergency fire, rescue, or emergency medical services upon a reciprocal basis; and

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is to provide for fire, rescue, and emergency medical mutual assistance of one entity to the other in such emergency situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I- Definitions

- A. **Mutual Aid:** The assistance of emergency medical and fire/rescue personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.

- B. **Incident Commander:** The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency.
- C. **NIMS/ICS:** A standardized, scalable, guided, and systematic approach to the command, control, and coordination of on-scene or responding personnel and resources designed to aid in the management of an emergency.
- D. **Emergency:** Any situation where a Party, due to lack of personnel, training, special equipment needs, or magnitude of event, concludes; based upon actual circumstances that assistance is needed to protect life and/or property within its jurisdiction. The Parties further define an Emergency to involve short duration, defined in hours rather than days.
- E. **Fire Emergency:** Means a potentially life-threatening or property damaging incident including, but not limited to, structure fires, industrial fires, vegetation fires, vehicle fires, aircraft fires, and other fire related incidents.
- F. **Rescue Emergency:** Means a potentially life-threatening emergency response involving rescue tools, equipment and personnel to free a trapped person or persons. Rescue emergencies may include but are not limited to, vehicle and machinery extrication, confined space rescue, collapse rescue, grain bin rescue, high or low angle rescue, trench or below grade rescue, and water rescue emergencies.
- G. **Medical Emergency:** Means a response for medically necessary care which is immediately needed to preserve life, prevent serious impairment to bodily functions, organs, or parts, or prevents placing the physical or mental health of the patient in serious jeopardy.
- H. **Responsible Party:** Means a third party, which caused or is otherwise responsible for the incident or emergency and/or the third party's insurance carrier.

ARTICLE II- Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the Jurisdiction of the Parties to this agreement.

ARTICLE III- Administrative

The Parties participating in this agreement, or their designated representatives, hereby appoint the Poweshiek County Emergency Management Agency to be the custodian of this agreement. The custodian of this agreement shall file this agreement with the State of Iowa as required by Iowa Code. The custodian shall file any adopted amendments and terminations to this Agreement in the same manner as the Agreement itself. The custodian shall provide notice to all participating Parties in this Agreement of any one or more Party's wish to terminate their participation in this Agreement as indicated in Article VIII of this Agreement.

ARTICLE IV- Requests for Assistance

All requests for Mutual Aid in an Emergency shall be made by the Fire Chief or designee of the Assisted Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required and shall specify the location where personnel and equipment are needed. The final decision on type and

amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party.

Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

ARTICLE V- Authority Over Joint Operations

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

It is understood that the purpose of this section is to maintain order for the emergency response and shall not be construed to establish an employer/employee relationship.

It is understood that the Assisting Party and Assisted Party shall follow the Incident Command System (ICS) and National Incident Management System (NIMS) principles and guidelines for all Emergency types and responses.

ARTICLE VI- Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel, as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Parties own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees/volunteers and shall indemnify, defend and hold harmless the other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or death of or injury to private persons, arising from services or response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges and expenses arise from execution of a specific command or order pursuant to Article V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law. This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

ARTICLE VII- Compensation

For fire and emergency services, no Party shall be required to reimburse any other Party for the cost of providing the fire, rescue, or emergency medical services set forth in this Agreement. Each Party shall pay its own costs, including but not limited to salaries, compensation, damages, repairs, supplies and materials for responding to requests for service.

Damaged and Destroyed Equipment. No Party shall be required to reimburse any other Party to this Agreement for the cost of repairing or replacing damaged or destroyed equipment while providing services set forth in this Agreement. In the event equipment is damaged or destroyed while providing services set forth in this Agreement, each party will be responsible for submitting bills or claims to the Responsible Party on their own behalf in an attempt to recover these damages. There is no guarantee of any recovered costs for providing services as set forth in this Agreement.

The Assisted and Assisting Party(s) may bill the responsible party for a hazardous material incident to reclaim costs associated with responding to the call as allowed by law under Iowa Administrative Code Chapter 133.2 and 133.3.

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered. Provisions of this 28E Agreement Article are not applicable to any other Transport or Emergency Medical Services (EMS) supplemental services agreements that may be in affect such as Advanced Life Support (ALS) Tiering agreements that EMS Parties may have with one another.

ARTICLE VIII- Termination

This Agreement may be terminated for any reason by any Party by giving written notice, by certified mail to the Coordinator of the Poweshiek County Emergency Management Agency. This Agreement shall thereafter terminate sixty (60) days from the date of receipt of termination notice. Upon termination, each Party shall have no further responsibility or obligation under this Agreement, except as provided herein.

ARTICLE IX- Effective Date

This Agreement shall be in full force and effect upon the approval by the governing body of each Party upon signing. Upon receipt of all signatures of all participating Parties, this Agreement shall be filed with the Poweshiek County Recorder and Secretary of State. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until termination as provided in Article VIII.

Upon receipt of filing, a certified copy of this Agreement shall be provided to all participating Parties.

ARTICLE X- Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, executed by the authorized representatives of all Parties.

ARTICLE XI- Validity

In the event any part or paragraph of this Agreement is declared as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect

ARTICLE XII- No Separate Entity Created

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.

ARTICLE XIII- No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

ARTICLE XIV- Applicable Law

This agreement is made pursuant to Section 28E.31 of Chapters 28 E Code of Iowa, permitting public agencies to enter into an agreement to share specific services in a mutually agreeable manner, as may be joined hereto by this newly formed Agreement.

Any public agency required to provide fire protection under 364.16 Code of Iowa, or any Trustee of each township required to provide fire protection under 359.42 Code of Iowa, unless already contracting fire protection with another municipality, shall pass a resolution with that governing body to enter into this agreement as a Party of the Poweshiek County Emergency Services Mutual Aid Agreement.

Municipalities as defined in 28E.31 having contracted fire protection services with another public agency, as allowed by the Code of Iowa, are not required to become parties to this Agreement, as long as the municipality has authority to approve membership into this Agreement.

28E AGREEMENT FOR MUTUAL ASSISTANCE for Poweshiek County Emergency Services. By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Poweshiek County Fire/Rescue and Emergency Medical Services.

Effective and in place upon dated signature.

Legal Name of Jurisdiction/Agency: _____

Entering this Mutual Assistance Agreement as a Participating Party.

Jurisdiction Official (signature)

Date

Jurisdiction Official Name & Title (Print)


Fire Chief/Agency Director (signature)

2/4/2025
Date

JARROD WELLIK, FIRE CHIEF
Fire Chief/Agency Director Name & Title (Print)

City of Newton Council Report

**Item:**

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

Summary:

This resolution proposes to add one temporary Firefighter/EMT to the Fire Department.

Financial Impact:

City Council previously approved the temporary positions and we expect to maintain increased revenue from the ability to complete transfers and experience an increase in salaries and benefits from the General and Employee Benefit Funds until the temporary positions are converted to permanent full-time positions.

Report Number: 2025-118**Date:**

February 3, 2025

Lead Department:

Fire

Recommendation:

Approve

Background:

City Council previously approved the temporary positions and we expect to maintain increased revenue from the ability to complete transfers and experience an increase in salaries and benefits from the General and Employee Benefit Funds until the temporary positions are converted to permanent full-time positions.

Recommendation:

City Staff recommends Council approve the addition of one temporary Firefighter/EMT position at the Fire Department.

Matt Muckler, City Administrator

RESOLUTION NO. 2025 –

RESOLUTION TO APPROVE CREATING A TEMPORARY FIREFIGHTER/EMT POSITION IN THE FIRE DEPARTMENT

WHEREAS, the Fire Department is currently authorized at 27 full-time-employees and zero temporary employees; and

WHEREAS, turn over, injuries, and a long-term disability process have led to increased overtime and decreased ability to perform existing levels of output; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that a temporary Firefighter/EMT position be created resulting in 27 full-time employees and one (1) temporary full-time employees.

BE IT FURTHER RESOLVED the temporary Firefighter/EMT position will be filled by the current candidate list and when the full time position is vacated on 4/1/2025 the FF in the temporary position will move into the full time position and the temporary position will be eliminated.

Department	Position	Current Authorization	Proposed Authorization
Fire	Fire Chief	1 FTE	1 FTE
Fire	Assistant Fire Chief	1 FTE	1 FTE
Fire	Fire Marshal	1 FTE	1 FTE
Fire	Fire Captain	3 FTE	3 FTE
Fire	Firefighter	19 FTE	19 FTE
Fire	Volunteer Firefighter	BY BUDGET	BY BUDGET
Fire	Administrative Specialist	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Temporary Firefighter/EMT/P	0 T-FTE	1 T-FTE
	Totals	27 FTE	28 FTE

PASSED this _____ day of February, 2025.

APPROVED this _____ day of February, 2025.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Memorandum

To: Matt Muckler
From: Chief Jarrod Wellik
Priority: High
Date: 1/24/2025
Re: Temporary Employees

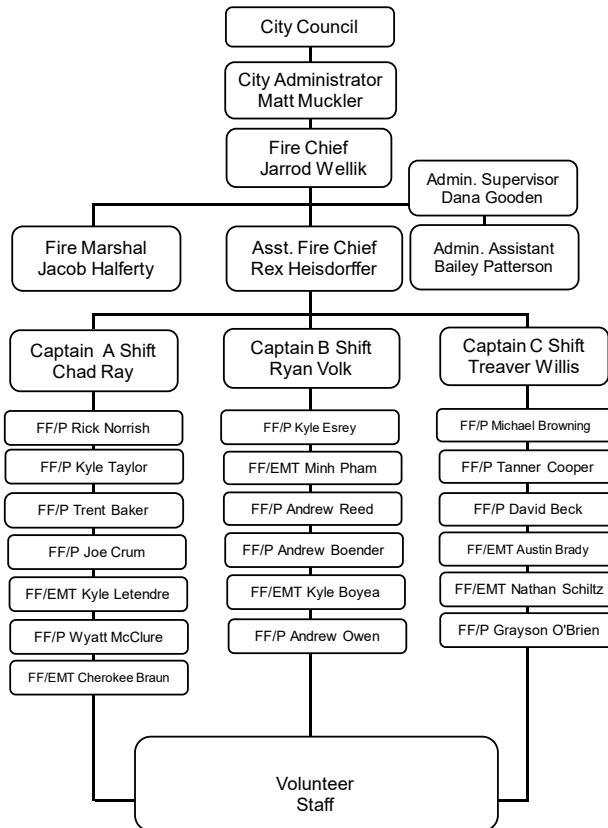
The purpose of this memo is to provide background information regarding the request for temporary staffing to limit impact to operations while existing staffing issues are resolved. Over the past few years, the Fire Department has utilized temporary full-time employees to offset the impact of some long-term injuries and continued turn-over. We have utilized as many as two temporary full-time positions during that time. The Fire Department is currently authorized as follows:

Department	Position	Current Authorization
Fire	Fire Chief	1 FTE
Fire	Assistant Fire Chief	1 FTE
Fire	Fire Marshal	1 FTE
Fire	Fire Captain	3 FTE
Fire	Firefighter	19 FTE
Fire	Volunteer Firefighter	BY BUDGET
Fire	Administrative Specialist	1 FTE
Fire	Administrative Assistant	1 FTE
Fire	Temporary Firefighter/EMT/P	0 FTE
Fire	Total Authorization	27 FTE

It is important to note that each time a temporary full-time employee transitions to a permanent full-time position the temporary position is eliminated. Below is the current organizational chart (as of 2/3/2025):



Newton Fire Department Organizational Chart



The total staffing for the organizational chart above is 27. This includes zero (0) temporary positions.

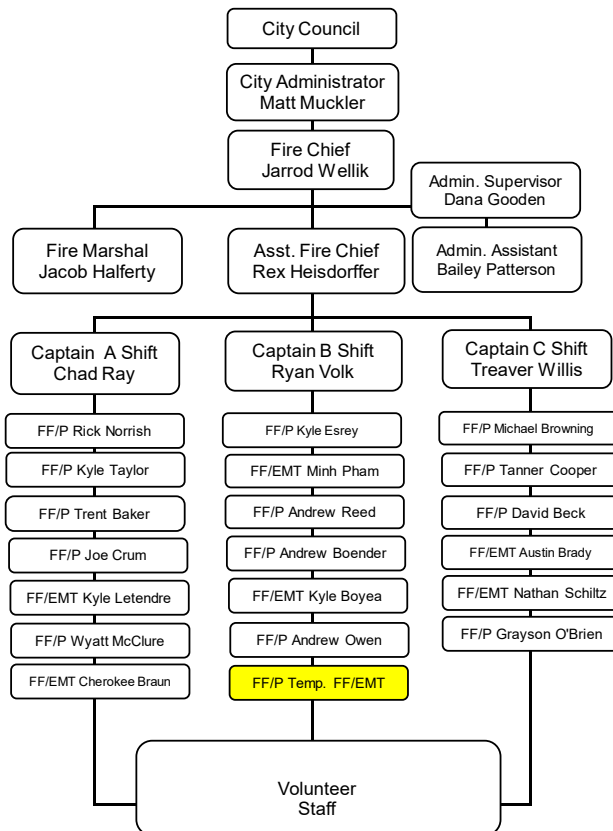
On 4/1/2025, one firefighter/paramedic will resign as he is fulfilling a call to be a mission worker. This will leave us one firefighter short of full staffing. Our request is to hire for the upcoming vacancy ahead of the position being vacated. First, it takes about 30 days from date of hire until the new firefighter actually starts. If we made an offer the first week of February we would be pressed to get a start date by the end of the month. Second, we have an initial orientation period of three (3) weeks. Once they start it takes almost a month to get them onboarded to the point they can go on calls and function in their position. This would get them onboard and operational just before the resignation listed above. The temporary authorization effective 2/28/2025 would be as follows:

Department	Position	Current Authorization
Fire	Fire Chief	1 FTE
Fire	Assistant Fire Chief	1 FTE
Fire	Fire Marshal	1 FTE
Fire	Fire Captain	3 FTE
Fire	Firefighter	19 FTE
Fire	Volunteer Firefighter	BY BUDGET
Fire	Administrative Specialist	1 FTE
Fire	Administrative Assistant	1 FTE
Fire	Temporary Firefighter/EMT/P	1 FTE
Fire	Total Authorization	28 FTE

The organizational chart on 2/28/2025 would be as follows:



Newton Fire Department Organizational Chart



Summary:

We are requesting City Council consider authorizing a temporary firefighter position at the 2/3/2025 meeting. We would make an offer to the next qualified candidate with a potential start date of 2/28/2025. The new firefighter will complete their orientation and be functional about the time of our next resignation on 4/1/2025. At that time, the temporary firefighter position will be converted to permanent full-time. The final authorization on 4/1/2025 will be as follows:

Department	Position	Current Authorization
Fire	Fire Chief	1 FTE
Fire	Assistant Fire Chief	1 FTE
Fire	Fire Marshal	1 FTE
Fire	Fire Captain	3 FTE
Fire	Firefighter	19 FTE
Fire	Volunteer Firefighter	BY BUDGET
Fire	Administrative Specialist	1 FTE
Fire	Administrative Assistant	1 FTE
Fire	Temporary Firefighter/EMT/P	0 FTE
Fire	Total Authorization	27 FTE

The goal of this proposal is to ensure we have adequate staffing to conduct operations. It takes about two months from date of offer to an employee to have them on the street. This proposal is complex and there are quite a few moving parts in this discussion. The proposal set forward makes many assumptions and may still need some adjustment as the dates and options move forward. Please let me know if you have questions or would like to discuss this further.

Thanks,

Jarrold Wellik
Fire Chief