

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S., Newton, IA 50208
Mediacom Channels: 12/85/121.12, Website Livestream:
Newtongov.org / I want to “view” Livestream of City
Council Meetings (www.newtongov.org/cablecast).

July 05, 2022 6:00 p.m.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentations | 2. Project Awake - Doug Smith, Committee Member |
| Citizen Participation | 3. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 4. June 20, 2022 Regular City Council Meeting Minutes
5. Approve Liquor Licenses for the following: The addition of Catering Privilege for <u>Newton Post No. 111, The American Legion</u> , 1101 W 4 th St S; <u>Hy-Vee Club Room</u> , 1501 1 st Ave E, Class C Liquor License, Outdoor Service, Sunday Sales, Catering; <u>New Star 66</u> , 405 1 st Ave E, Class C Beer Permit, Sunday Sales; <u>Thunderdome, LLC formally Bagara</u> , 1615 1 st Ave W, Class C Liquor License, Outdoor Service, Sunday Sales; <u>PB Pub</u> , 113 1 st Ave E, Class C Liquor License, Outdoor Service, Sunday Sales.
6. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-06). (Council Report 22-202)
7. Resolution Setting a Public Hearing for Adopting the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027. (Council Report 22-203)
8. Resolution approving a payment for body cameras, in-car dash cameras, software, cloud storage and accessories for \$22,154 from Axon Enterprise Inc. (Council Report 22-204)
9. Resolution approving a payment to Lexipol, LLC. for police policy manual maintenance and training services. (Council Report 22-205)
10. Approve Bills |
| Public Hearing | 11. Public Hearing on an Ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, |

operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. (Council Report 22-206)

- Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy recently requested that the City of Newton enact an ordinance granting Black Hills Energy a new, nonexclusive twenty-five year franchise agreement to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa.
- This agreement would define the rights and responsibilities of both the City and Black Hills Energy as it relates to Black Hills Energy's natural gas distribution system within Newton.
- Staff recommends approval of the ordinance, which would replace Ordinance No. 1883 approved on August 18, 1997

12. First Consideration of an Ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. (Council Report 22-206)

13. Public Hearing on an Ordinance vacating and disposing of the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South, City of Newton, Jasper County, Iowa. (Council Report 22-207)

- The proposal is to vacate the unimproved public roadway for South 7th Avenue East to the east of East 27th Street South and attach it to the abutting property on the north side.
- The Planning and Zoning Commission recommended approval of the right of way vacation at their meeting on June 7, 2022 subject to the establishment of a utility easement over the area.

14. First Consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South, City of Newton, Jasper County, Iowa. (Council Report 22-207)

Ordinances

15. Third Consideration of an Ordinance Closing Maytag Plant 2 Urban Renewal Area. (Council Report 22-181)

- On April 15, 2008, the City Council of Newton, Iowa enacted ordinance No. 2121 creating the Plant Two Economic Development Urban Renewal area. This purpose of this Urban Renewal Area was to assist a development project by relocating a portion of East 8th Street North and creating an open storage area for wind blades.
- All debt had been paid in this Urban Renewal Area and there has been no activity for several years. This action officially repeals the ordinance and terminates the Urban Renewal Area and plan.

Resolutions

16. Resolution approving the grant agreement between the Iowa Economic Development Authority and the City of Newton for the Downtown Housing Grant. (Council Report 22-208)

- The City of Newton has received a grant award of \$600,000 through the Downtown Housing Grant program for the conversion of former Maytag space at 403 West 4th Street North into residential units.
17. Resolution to reorganize staff in the Community Development Department. (Council Report 22-209)
- With the submitted resignation of the Community Development Administrative Specialist, a reorganization of the Administrative Specialist and Administrative Office Assistant into a single Administrative Assistant position will provide efficiency and budgetary savings for the organization.

Mayor/Council Comments 18.

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.

www.NewtonGov.org

REGULAR CITY COUNCIL MEETING MINUTES
JUNE 20, 2022, 6:00 P.M.
CITY COUNCIL CHAMBERS

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 Hansen presided. Present Council Members: Hallam, Dalton, George, Ervin, Wade. Absent: Trotter.

Mayor Hansen asked everyone present to join in saying the Pledge of Allegiance.

Mayor Hansen proclaimed July Parks and Recreation Month

Carol Camp with the Iowa Extension Office spoke on the Community Inspiration Garden plans.

Emily Thomason, Newton Main Street spoke regarding the plans for Harmony Park.

During citizen participation Cory Blood, Reasnor, owns property in town, is having issues with a neighbor and asks for assistance.

Moved by Dalton, seconded by Trotter to approve consent agenda items 7-23.

7. June 6, 2022 Regular City Council Meeting Minutes

8. Approve Liquor Licenses for the following: Hy-Vee Gas Two Pop up Stores at the Iowa Speedway, 3333 Rusty Wallace Dr, Class C Beer Permits, Outdoor Service, Sunday Sales; Love's Travel Stop #361, 4400 S 22nd Ave E updated ownership; Newton Lodge #1270, B.P.O. Elks- LA0000274, 111 East 2nd Street, S, Class A Liquor License, Outdoor Service, Sunday Sales; Special Event American Legion, July 2022 Thunder Nights Downtown, Class B Beer Permit;
9. Approve 2022-2023 Cigarette/Tobacco/Nicotine/Vapor License for: Hy-Vee Gas, 1421 1st Ave. E.; Murphy USA, 200 Iowa Speedway Dr.; Pit Stop Liquors, 1324 1st Ave. E.; and Shop N Save, 404 S. 11th Ave. W.
10. Resolution Reappointing Jeffrey Maki to the Newton Downtown Self-Supported Municipal Improvement District Board for a Term Ending June 30, 2025. Resolution 2022-186 adopted.
11. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-05). Resolution 2022-187 adopted.
12. Resolution Naming Bank Depositories. Resolution 2022-188 adopted.
13. Resolution Authorizing Fund Transfers in FY 22/23. Resolution 2022-189 adopted.
14. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP). Resolution 2022-190 adopted.
15. Resolution Authorizing Agreement between the City of Newton, Iowa and the Iowa Speedway for Fire Engine/Firefighter Standby at the Iowa Speedway. Resolution 2022-191 adopted.
16. Resolution approving purchase of park benches by the Newton Downtown SSMID Board. Resolution 2022-192 adopted.
17. Resolution accepting completion of the HMA Resurfacing Project 2021. Resolution 2022-193 adopted.
18. Resolution accepting completion of the 2022 Streetscape Light Pole Refinishing Project. Resolution 2022-194 adopted.
19. Resolution accepting a permanent municipal utility easement located at 605 W 4th St N. Resolution 2022-195 adopted.
20. Resolution approving a one (1) year supplemental agreement with the Iowa Department of Transportation for City maintenance of U.S. Highway 6. Resolution 2022-196 adopted.
21. Resolution approving the purchase of Tasers from Axon Enterprises, Inc. for \$14,811.22. Resolution 2022-197 adopted.
22. Resolution ordering Clerk to publish notice and fixing a date for a public hearing on the proposed adoption of an ordinance granting Black Hills/Iowa Gas Utility Company, LLC a natural gas franchise. Resolution 2022-198 adopted.

23. Approve Bills

AYES: Six. NAYS: None. Consent Agenda was adopted.

Moved by Wade, seconded by Trotter, to approve the Second consideration of the Ordinance Closing Maytag Plant 2 Urban Renewal Area. AYES: Six. NAYS: None. Second Consideration passed.

Moved by Hallam, seconded by Trotter to adopt the Resolution approving the acquisition of real estate at 1311 First Avenue East, Newton, Jasper County, Iowa for the D&D Program. Discussion ensued regarding the cost. Erin Chambers, Community Development Director, stated that the owner would not take less and this property would open up the area for development as it is hindering potential developers. AYES: Four. NAYS: Ervin, Wade. Resolution 2022-199 was passed and pending approval by the Mayor.

Moved by Dalton, seconded by George to adopt the Resolution approving agreement with the property owner of 215 1st Ave W for non-standard improvements in the city right-of-way. Request does not align with ADA standards. AYES: None. NAYS: Hallam, Dalton, George, Ervin, Trotter, Wade. Resolution failed.

During Mayor/Council comments Mayor Hansen shared that when speaking with race officials they took time to say how much they enjoyed our town and the golf course. Hallam gave credit to all of the activities and events that were held over the past few weekends.

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:08 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-06).

Report Number: 22-202

Date:

July 5, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$854.00

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period.

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

Recommendation:

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

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 22-06)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 22-06: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 22-06: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the expenses have been billed to the property owners and remain unpaid.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 22-06: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 22-06: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of July, 2022.

APPROVED this _____ day of July, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-06: 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
Ruth Stewart	833102012	211 W 16th St N	Newton	\$101,570	\$60.00	\$75.00	\$135.00	HILLCREST PLACE LOT 9 BLK A	5/24/2022
Westward Tax Service	1303202004	619 S 13th Ave E	Newton	\$10,290	\$165.00	\$75.00	\$240.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	5/2/2022
Farrell Properties Inc	834206019	732 1st Ave E	Newton	\$110,030	\$125.00	\$75.00	\$200.00	LEE'S SD LOT 3	5/2/2022
Farrell Properties Inc	834304003	512 W 2nd St S	Newton	\$99,570	\$69.00	\$75.00	\$144.00	COE'S SD LOT 3 BLK C & N 1/2 ALLEY ON S	5/26/2022
Aubrey Barney	1304202012	1108 S 14th Ave W	Newton	\$198,210	\$60.00	\$75.00	\$135.00	ELM PARK PLACE PLAT NO. 2 LOT 40	5/26/2022
Total							\$854.00		

City of Newton Council Report

Item: Resolution Setting a Public Hearing for Adopting the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027.

Summary: This Public Hearing is for the adoption of the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027 on July 18, 2022.

Financial Impact: None



Report Number: 22-203

Date: July 5, 2022

Lead Department: Fire

Recommendation:
Approval of Resolution

Background:

This Public Hearing is set for July 18, 2022 for the adoption of the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027. The Jasper County Emergency Management Agency (EMA) worked in conjunction with local governments to create a mitigation plan that identifies potential hazards and the actions that need to be taken to reduce or eliminate the long-term risks to human life and property from those hazards for the residents of Jasper County and the City of Newton. A Local Mitigation Plan, as defined in 44 CFR Section 201.6, is required for local jurisdictions that elect to participate in FEMA hazard mitigation programs as a sub-applicant or sub-grantee. Jasper County contracted with the East Central Iowa Council of Governments to assist the local Hazard Mitigation Planning Committee to prepare the new plan. The plans are typically developed for a five-year period and are updated as new information comes available.

The draft of the plan is available at the following website:

<https://www.talkto.ecicog.org/jasper-hazmit>

Once adopted by Jasper County, the plan will be accessible on the Jasper County website. We also plan to place a link to the plan on our website under Emergency Management on the Fire Department page.

Recommendation

Staff recommends approval of the Resolution setting a Public Hearing on July 18, 2022 for the adoption of the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022 - 2027.

Matt Muckler
City Administrator

RESOLUTION NO 2022 - _____

**RESOLUTION SETTING A PUBLIC HEARING FOR ADOPTING THE
JASPER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN 2022-2027**

WHEREAS, the City Council of the City of Newton has heretofore deemed it necessary and desirable to have a Hazard Mitigation Plan that identifies potential hazards and the actions that need to be taken to reduce or eliminate the long-term risks to human life and property from those hazards for the residents of the City of Newton; and

WHEREAS, a Local Mitigation Plan, as defined in 44 CFR Section 201.6 is required for local jurisdictions that elect to participate in FEMA hazard mitigation programs as a sub-applicant or sub-grantee; and

WHEREAS, the East Central Iowa Council of Governments (ECICOG) with the help of the Hazard Mitigation Planning Committee has prepared the hazard mitigation plan that will be placed on file in City Administration Offices for public inspection upon approval of the plan by FEMA; and

WHEREAS, the Jasper County Emergency Management Coordinator has recommended approval of the same,

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Newton, Iowa, that the Public Hearing for the Jasper County Multi-Jurisdictional Hazard Mitigation Plan 2022-2027 be set for July 18, 2022.

PASSED this _____ day of July 2022.

APPROVED this _____ day of July 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

City of Newton Council Report

Item: Resolution approving a payment for body cameras, in-car dash cameras, software, cloud storage and accessories for \$22,154 from Axon Enterprise Inc.

Summary: Payment 4 of a 5-year purchase agreement for police video equipment.

Financial Impact: \$22,154 from 2021 bond proceeds for Police Capital Equipment.



Report Number: 22-204

Date: July 5, 2022

Lead Department: Police Department

Recommendation:
Approve

Background:

In 2018 the City entered into a purchase agreement with Axon Enterprise Inc. for the purchase of body cameras, in-car dash cameras, software, cloud storage and accessories for the Police Department. The 4th payment of the 5-year purchase agreement in the amount of \$22,154 is due in July of 2022.

Recommendation

City Staff recommends approving a payment of \$22,154 to Axon Enterprise Inc.

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. 2022 – _____

RESOLUTION APPROVING A PAYMENT FOR BODY CAMERAS, IN-CAR DASH CAMERAS, SOFTWARE, CLOUD STORAGE AND ACESSORIES FOR \$22,154 FROM AXON ENTERPRISE INC.

WHEREAS, the City Council approved a 5-year purchase agreement in 2018 for a new video system for the Police Department that includes body cameras, cloud storage and upgraded software;

WHEREAS, the 4th payment of the agreement is due in July of 2022 in the amount of \$22,154.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the \$22,154 payment for the contracted purchase of body cameras, in-car dash cameras, software, cloud storage and accessories from Axon Enterprise Inc. utilizing 2021 bond proceeds for Police Capital Equipment.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving a payment to Lexipol, LLC. for police policy manual maintenance and training services



Summary: 1-year contracted service agreement

Report Number: 22-205

Financial Impact: \$10,204.82 from Police Department FY23 general fund budget.

Date: July 5, 2022

Lead Department: Police Department

Recommendation:
Approve

Background:

In 2017 the City entered into an agreement with Lexipol, LLC. for the development of a best practices police policy manual and training services. The policy manual and training that is maintained by Lexipol is the foundation for most police operations and includes consulting services on legal matters and updates based on case law and legislative changes. This project was partially funded through an ICAP grant from 2017-2020. The annual renewal fee is \$10,204.82 to be paid through Police Department FY23 general fund budget.

Recommendation

City Staff recommends approving a payment of \$10,204.82 to Lexipol, LLC.

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. 2022 – _____

**RESOLUTION APPROVING A PAYMENT TO LEXIPOL LLC. FOR POLICE POLICY
MANUAL MAINTENANCE AND TRAINING SERVICES**

WHEREAS, the Police Department has had a service agreement with Lexipol LLC. for the development and maintenance of a law enforcement best practices policy manual since 2017;

WHEREAS, in addition to policy development and maintenance, Lexipol LLC. provides the Police Department with hundreds of hours of training consistent with law enforcement best practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the \$10,204.82 payment to Lexipol, LLC. for contracted policy manual maintenance and training services utilizing the Police Department’s FY23 general fund budget.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 7-6-22

Vendor	Department	Description	Amount
4 Seasons Lawn & Snow LLC	D&D Program	Service	\$ 3,245.00
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,533.03
Acushnet Company	Golf	Merchandise	\$ 665.69
Aerzen USA Corporation	Water Pollution Control	Supplies	\$ 1,571.02
Alliant Energy/IPL	All	Utilities	\$ 5,506.43
Amazon Capital Services	All	Supplies	\$ 1,957.22
American Legal Publishing Corporation	Administration	Service	\$ 495.00
Axon Enterprise Inc	Police	Equipment	\$ 36,965.24
Baker & Taylor	Library	Books	\$ 2,893.99
Baker & Taylor Entertainment	Library	DVDs	\$ 60.14
BARCO Municipal Product	Police	Supplies	\$ 1,357.61
Biobag Americas Inc	Solid Waste	Supplies	\$ 6,225.68
Black Hills Energy	All	Utility	\$ 1,204.06
Bolton & Menk Inc	Fairmeadows N TIF	Service	\$ 13,701.50
Bound Tree Medical LLC	Fire	Supplies	\$ 632.74
Britton, Julie	Police	Reimbursement	\$ 30.00
Budget Repair	Fire	Service	\$ 170.00
Caldwell Brierly & Chalupa PLLC	D&D Program	Service	\$ 5,053.50
Calibre Press	Police	Training	\$ 199.00
Callaghan, Meg	Maytag Pool	Clothing	\$ 50.00
Callaway Golf	Golf	Merchandise	\$ 245.10
Capital One	All	Supplies	\$ 955.60
Cappy's Tire & Auto Service	Parks	Service	\$ 381.08
CCP Industries	Water Pollution Control	Service	\$ 404.01
Central Iowa Farm Store	Golf	Supplies	\$ 79.15
Central Iowa Regional Transportation	Engineering	Service	\$ 2,049.00
Chamber of Commerce	Fire	Reimbursement	\$ 25.00
Church, Mitchell	Fire	Reimbursement	\$ 54.98
Cintas	All	Service	\$ 701.10
D & K Products	Golf/Parks	Supplies	\$ 2,649.50
Dannen, Shannon	D&D/Parks	Service	\$ 1,254.00
Davis Equipment Corp	Golf	Supplies	\$ 197.48
Des Moines Stamp Mfg	All	Supplies	\$ 110.75
Diamond Vogel Inc	Parks	Supplies	\$ 794.88
Digium Cloud Services LLC	Police	Service	\$ 406.00
DMACC - Ankeny Campus	All	Dues	\$ 2,520.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 67,249.20
Earl May Nursery & Garden	Parks	supplies	\$ 193.50
Electric Pump	Water Pollution Control	Supplies	\$ 3,289.56
Fierce Faith	Fire	Reimbursement	\$ 250.00
Fire Service Training Bureau	Fire	Training	\$ 50.00
Forbes Office Solutions	Landfill/Parks	Supplies	\$ 37.99
Forck, Matt	Water Pollution Control	Reimb	\$ 90.00
Galls LLC	Fire	Supplies	\$ 90.46
GameTime	Parks	Supplies	\$ 2,266.93
GCSAA Membership	Golf	Membership	\$ 430.00
General Traffic Controls Inc	Police	Equipment	\$ 2,700.00
Gralnek-Dunitz	Water Pollution Control	Supplies	\$ 84.50
Gregg Young Auto Center	Police	Service	\$ 1,476.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 637.80

Heisdorffer, Landon	Maytag Pool	Training	\$ 100.00
HIRTA	Public Works Administration	Service	\$ 17,730.00
Home Depot Pro	Parks	Supplies	\$ 471.49
Homeguard Security Alarm	All	Service	\$ 360.00
Hunter, Jaden	Maytag Pool	Clothing	\$ 35.51
Hy-Vee Inc	All	Supplies	\$ 402.07
IMWCA	All	Service	\$ 55,136.19
Iowa Department of Transportation	Traffic Control	Supplies	\$ 3,774.10
Iowa Law Enforcement Academy	Police	Training	\$ 525.00
Iowa One Call	Engineering/WPC	Service	\$ 348.70
Iowa Prison Industries	Street	Supplies	\$ 257.40
Isolved Benefit Services	Finance	Service	\$ 93.07
JETCO Inc	Water Pollution Control	Service	\$ 1,526.75
Johnson Aviation	Airport	Service	\$ 3,515.54
Keystone Labs	Maytag Pool	Service	\$ 27.50
Kibbee, Chloe	Maytag Pool	Training	\$ 100.00
Kiesler's Police Supply	Police	Supplies	\$ 1,867.90
Klingspor Abrasives Inc	Storm Water/Street	Supplies	\$ 1,275.39
Lessin Supply Co	Water Pollution Control	Supplies	\$ 1,756.35
Liberty Tire Services LLC	Landfill	Service	\$ 135.00
Linahon, Brooke	Maytag Pool	Clothing	\$ 45.95
M2C Inc	Water Pollution Control	Supplies	\$ 1,775.26
Magnum Automotive	Fire/Police	Service	\$ 1,153.61
Mahaska Bottling Co	Golf/Maytag Pool	Concessions	\$ 3,708.85
Manatts - D.M.	Storm Water/Street	Supplies	\$ 5,341.20
Martin Marietta Materials	All	Supplies	\$ 1,776.01
Maxim Advertising	All	Supplies	\$ 622.00
Mediacom	Golf	Utility	\$ 207.43
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 991.64
MG Laundry Corporation	City Center/Fire	Service	\$ 138.05
Midwest Lawn Services	City Center	Service	\$ 475.00
Midwest Turf Support	Golf/Parks	Supplies	\$ 1,352.84
Miller, John	Water Pollution Control	Reimb	\$ 90.00
MOJO Cycling	Police	Service	\$ 130.00
Moo's BBQ	Golf	Concessions	\$ 811.28
MSA Professional Services Inc	Planning & Zoning	Service	\$ 13,800.00
MTI Distributing Inc	Golf/Parks	Supplies	\$ 239.81
Murphy Tractor & Equipment	Landfill	Supplies	\$ 195.55
NAPA Auto Parts	All	Supplies	\$ 2,659.61
NB Golf Cars LLC	Executive	Service	\$ 340.00
News Printing Company	Police	Publication	\$ 12.48
Newton Community School	Police	Supplies	\$ 15.80
Newton High School Alumni Association	Library	Subscription	\$ 10.00
Newton Housing Development Corporation	Fairmeadows N TIF	Service	\$ 10,000.00
Northern Tool / BlueTarp Financial Inc	Water Pollution Control	Service	\$ 179.99
O'Reilly Auto Parts	Golf	Supplies	\$ 37.98
Pardekooper, Alissa	Fire	Reimbursement	\$ 100.00
Peter, Phyllis	Library	Reimbursement	\$ 59.01
Pitney Bowes	All	Postage	\$ 691.77
PowerDMS Inc	Police	Service	\$ 1,555.00
Prairie Ag Supply	Landfill/Street	Supplies	\$ 354.46
Premier Office Equipment	Finance	Service	\$ 90.69
Quill Corporation	All	Supplies	\$ 168.85
Ray, Randy	Parks	Service	\$ 270.00
Realm	Parks	Supplies	\$ 146.25

Regal Clean LLC	City Center	Service	\$ 2,984.66
Reliant Fire Apparatus Inc	Fire	Service	\$ 597.56
Reserve Account-Pitney Bowes	All	Supplies	\$ 1,000.00
Riggs Printing Inc	Fire	Service	\$ 210.00
Rivershore Reading Store	Library	Supplies	\$ 36.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 785.00
Schabillon, Joel	Fire	Reimbursement	\$ 163.91
Secretary of State	Fire	Service	\$ 30.00
Shield Technology	Police	Service	\$ 4,950.00
Sign Pro	Parks	Service	\$ 480.00
Smith Quality Rental	Fire	Service	\$ 70.00
Spahn & Rose Lumber Co	All	Supplies	\$ 2,193.62
Springer Professional Home Services	Golf/Maytag Pool	Service	\$ 118.80
Streichers	Police	Equipment	\$ 64.98
Terracon Consultants Inc	North Central TIF	Service	\$ 431.25
Theisen's	All	supplies	\$ 1,090.42
TK Concrete Inc	City Center RESO 2022-106	Service	\$ 61,555.25
Town & Country Wholesale Co	Golf/Maytag Pool	Concessions	\$ 3,998.39
Transit Works	Engineering	Supplies	\$ 395.00
Truck Equipment	Parks	Supplies	\$ 945.40
True Value Hardware	All	Supplies	\$ 722.10
Two Rivers Cooperative	Airport	Fuel	\$ 1,298.61
UBBEN Building Supply	Engineering	Supplies	\$ 665.00
United Way of Jasper County	RSVP	Service	\$ 16,250.00
UnityPoint Clinic-Occupational	Parks/Street	Service	\$ 84.00
USABlueBook	Water Pollution Control	Supplies	\$ 501.77
Van Maanen Electric Inc	Parks	Service	\$ 143.00
Van Wall Equipment	Landfill/Parks	Supplies	\$ 1,141.68
Warnick & Reeves Mechanical	City Center	Service	\$ 92.00
Water Department	All	Utility	\$ 3,740.65
Windstream	Airport	Utility	\$ 65.52
YMCA Community Center	Community Center	Service	\$ 10,000.00
Zoll	Fire	Supplies	\$ 33,663.62
Total			\$ 466,643.69

Pre-Authorized Payments

Arborpro Tree Service LLC	Parks RESO 2022-145	Service	\$ 1,071.49
Beverage Distributors of Iowa	Golf	Concessions	\$ 309.38
Black Hills Energy	All	Utilities	\$ 1,027.71
Dish Network	Airport	Utilities	\$ 142.07
Doll Distributing	Golf	Concessions	\$ 2,343.53
Dueling Musicians LLC	Parks RESO 2021-307	Service	\$ 2,500.00
Howe Excavating	D&D RESO 2022-142 & 143	Service	\$ 5,920.00
Iowa Beverage Systems	Golf	Concessions	\$ 630.80
Johnson Brothers of Iowa	Golf	Concessions	\$ 600.60
Mediacom	Administration	Utilities	\$ 306.90
Newton City Band	Parks RESO 2021-307	Service	\$ 1,200.00
Pleva Mechanical Inc	Maytag Pool RESO 2022-144	Service	\$ 6,621.25
TK Concrete Inc	Street - RESO 2022-151	Service	\$ 1,145.50
United States Cellular	All	Utilities	\$ 256.85
Verizon Wireless	Police	Utilities	\$ 15.02
Total			\$ 24,091.10

City of Newton Council Report

**Item:**

An ordinance adding Title XI, Chapter 120 - Natural Gas Franchise to the Newton Code of Ordinances 2016, granting to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, its successors and assigns, a nonexclusive twenty-five year franchise to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa.

Summary:

Adding Chapter 120 - Natural Gas Franchise with Black Hills Energy to Title XI of the Newton City Code.

Financial Impact:

none

Report Number: 22-206

Date:

July 5, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy recently requested that the City of Newton enact an ordinance granting Black Hills Energy a new nonexclusive twenty-five year franchise agreement to construct, operate, maintain, and extend a natural gas distribution system in the City of Newton, Iowa. This agreement would define the rights and responsibilities of both the City and Black Hills Energy as it relates to Black Hills Energy's natural gas distribution system within Newton.

Following reviews by staff and the City Attorney, this proposed ordinance granting Black Hills Energy a 25-year, non-exclusive natural gas franchise is presented for City Council's consideration. Some of the key points in this natural gas franchise include:

- Limited rights of cancellation added at the 8th and 16th year anniversaries' of the franchise approval.
- Defining the responsibilities for the relocation of Black Hills Energy's infrastructure due to public and private improvement projects.
- Construction and restoration standards in the public right-of-way.

Recommendation:

Staff recommends approval of the ordinance, which would replace Ordinance No. 1883 approved on August 18, 1997.

Matt Muckler
City Administrator

ORDINANCE NO. _____

AN ORDINANCE ADDING TITLE XI, CHAPTER 120 - NATURAL GAS FRANCHISE TO THE NEWTON CODE OF ORDINANCES 2016, GRANTING TO BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF NEWTON, IOWA.

SECTION 1. Purpose. Adding Chapter 120 - Natural Gas Franchise to Title 11 of the Newton City Code.

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

SECTION 1. Title 11, Chapter 120 - Natural Gas Franchise is hereby added as follows:

§ 120.001 FRANCHISE GRANTED - The City of Newton, Iowa (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over, above or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, poles, communication devices, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

§ 120.002 TERM - The rights and privileges granted hereunder shall remain in effect for a period of twenty-five (25) years from the effective date of this Ordinance. Grantor shall have the right to review and if it in its sole discretion deems appropriate, terminate the franchise granted by this ordinance. The right to review and terminate the franchise may be exercised by Grantor on the following dates: Eight (8) years from the date of enactment of the ordinance, sixteen (16) years from the date of this ordinance. In the event, Grantor elects to terminate the franchise Grantor through its Clerk, shall notify the Grantee in writing at least one hundred and eighty (180) days before the effective date of termination.

§ 120.003 FRANCHISE FEES OR TAXES - Grantor may, during the term of this franchise, in its discretion, in compliance with and as authorized by state law, after public hearing and upon a majority vote of a majority of the members of the Grantor's City Council then present, pass an ordinance imposing a franchise fee on Grantee's customers located within Grantor's corporate limits; provided, however, that the franchise fee shall not be effective, and Grantee shall not be obligated to collect and pay same, unless and until: (1) it is satisfactory to Grantee with respect to its compatibility with Grantee's billing system; (2) the form of assessment and collection of the franchise fee is based on either: (a) a percentage of Grantee's gross receipts of regulated sales or transportation revenues collected from Grantee's customers within Grantor's corporate limits; (b) a volumetric fee based upon Grantee's delivery of energy within Grantor's corporate limits; or (c) a flat fee collected on a nondiscriminatory basis from each of Grantee's customers within Grantor's corporate limits; and (3) Grantor has imposed a franchise fee on all other parties supplying energy within Grantor's corporate limits, calculated in the same manner as the franchise fee imposed on Grantee's customers.

§ 120.004 GOVERNING RULES AND REGULATIONS - The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public

utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

§ 120.005 PROVISION FOR INADEQUATE ENERGY SUPPLIES - If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

§ 120.006 CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES - Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation. Grantee shall comply with all city ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. Grantee shall replace the surface, restoring the condition as existed prior to the Grantee's excavation, but shall not be required to improve or modify the public right of way unless said improvement is necessary to meet a SUDAS (statewide urban design and specifications) standard, a requirement of the Americans with Disabilities Act, or any other standard mandated by state or federal law, provided however, if any improvement is requested or required for aesthetic, cosmetic or similar purposes not mandated by state or federal law, Grantor shall reimburse Grantee the incremental cost of such improvements.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee and Grantee's contractors shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

§ 120.007 EXTENSION OF GRANTEE'S FACILITIES - Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Iowa Utilities Board make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

§ 120.008 RELOCATION OF GRANTEE'S FACILITIES - If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

§ 120.009 CONFIDENTIAL INFORMATION - Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

§ 120.010 FORCE MAJEURE - It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

§ 120.011 HOLD HARMLESS - Grantee, during the term of this Ordinance, agrees to indemnify, defend and save harmless Grantor from and against all claims, demands, losses and expenses (including, but not limited to, court costs, fines, penalties, and reasonable attorney's fees) arising directly out of the negligence or omissions of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

§ 120.012 SUCCESSORS AND ASSIGNS - All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

§ 120.013 NO THIRD PARTY BENEFICIARIES - This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

§ 120.014 NON WAIVER - Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

§ 120.015 EFFECT AND INTERPRETATION OF ORDINANCE - The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

SECTION 2: Repealer Clause. This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 1883 of the City of Newton, Iowa, is hereby repealed as of the effective date hereof.

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 Date and Acceptance. This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument, within sixty (60) days of passage by the city council, and filing with the Clerk of the City of Newton, Iowa. The Clerk of the City of Newton, Iowa shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

APPROVED this ____ day of _____, 2022.

PASSED this ____ day of _____, 2022.

(SEAL)

Michael L. Hansen, 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 _____, 20__, and was published in the *Newton Daily News*, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 20__.

Signed: _____
Katrina Davis, City Clerk

City of Newton Council Report

Item: An ordinance vacating and disposing of the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South, City of Newton, Jasper County, Iowa.

Summary: The proposal is to vacate the public roadway and attach it to the abutting property on the north side.

Financial Impact: No Cost.



Report Number: 22-207

Date: July 5, 2022

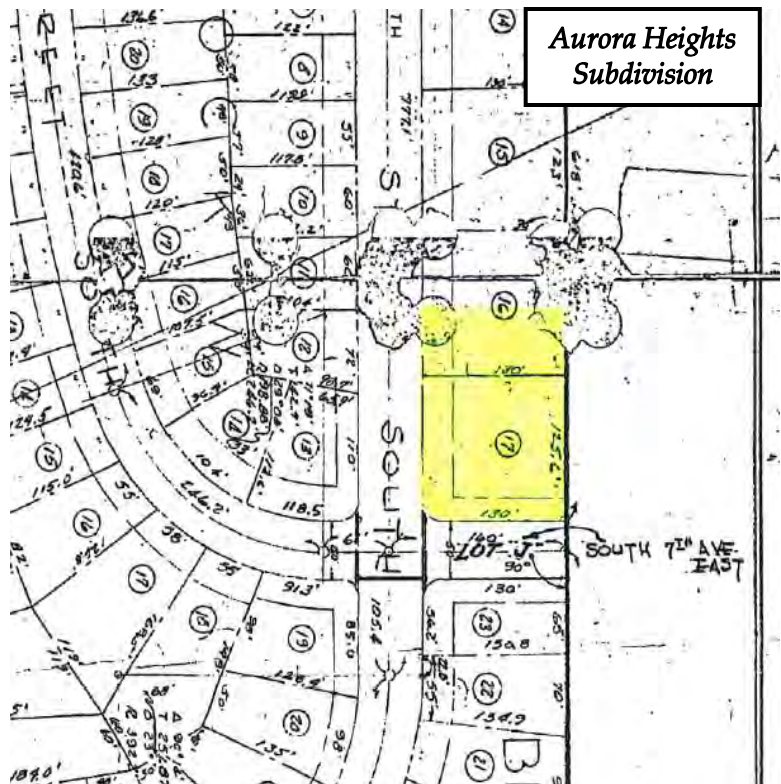
Lead Department:
Community Development
Department

Recommendation:
Approve

Summary: The proposal is to vacate the full width of the east-to-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South. The subject roadway was originally platted (Aurora Heights Subdivision, 1954) to serve as a future connection of South 7th Avenue East to extend eastward into what is now developed as single family homes in Eastgate Meadows Phase I subdivision (1998).

The subject roadway to be vacated is indicated by a yellow outline on the aerial image below, and the property to the north (receiving the land from the street vacation) is highlighted in yellow on the clipping of the Aurora Heights Subdivision found below.

Other than underground utilities which are to be protected by easement, the land serves no public purpose. The proposed vacation will not pose a circulation problem for the block or neighborhood and would assign the full width of the roadway to the property to the north.



Planning and Zoning Commission: At their meeting on June 7, 2022, the Planning and Zoning Commission unanimously approved a motion to recommend approval of the proposed South 7th Avenue East street vacation and assign the full width of the roadway to the property adjacent and to the north of the subject roadway subject to the following conditions:

- Newton Public Works shall no longer be responsible for maintenance of the stub street (all pavement extending beyond the east curb line of E. 27th St. S.), as it will now be recognized as a private driveway approach. Any improvements or alterations made by the property owner shall bring the approach into compliance with current city standards.
- A permanent access and maintenance easement shall be acquired for the city-owned sanitary and storm sewers located in the general area. The use of the land shall meet all established minimum city code requirements.

Notice of Proposal: The abutting property owners received a letter notification via USPS mail in advance of the Planning and Zoning Commission meeting held on June 7, 2022 and the City Council meeting on July 5, 2022. Notice was also published in the Newton Daily News in advance of the June 7th Planning and Zoning Commission meeting on May 31st as well as in advance of the July 5th City Council meeting (published on June 28th).

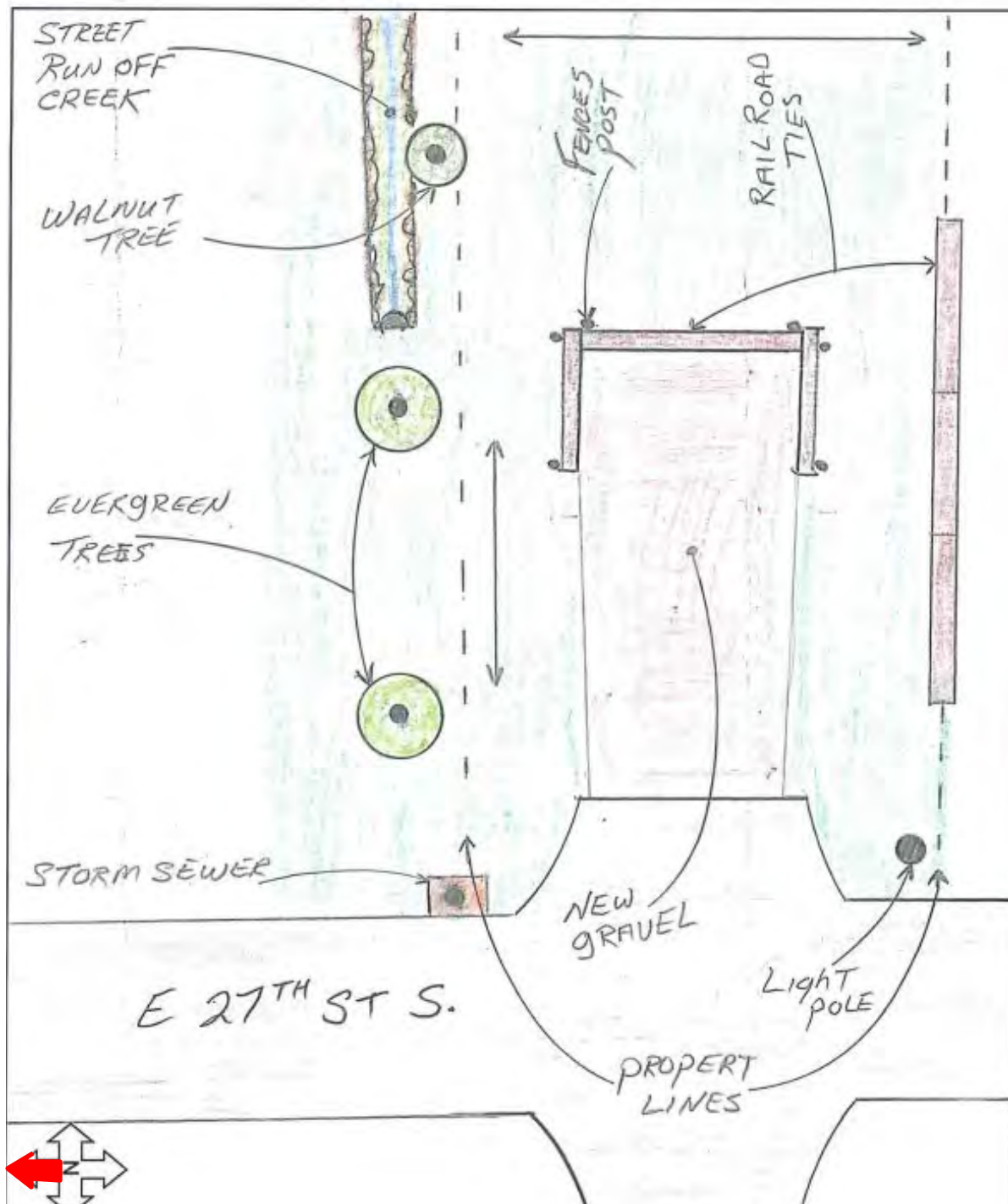
City Council Review: Street and alley vacations are adopted by ordinance, so this action is subject to 3 readings.

Recommendation: Staff recommends approval.

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

Sketch Layout by abutting owner for proposed use of unimproved roadway:



Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Address Tax Statements to:
Vincent R. Haydon, 604 East 27th Street South, Newton, Iowa 50208

ORDINANCE NO. _____

AN ORDINANCE VACATING AND DISPOSING OF THE FULL WIDTH OF THE EAST-TO-WEST SOUTH 7TH AVENUE EAST ROADWAY LOCATED BETWEEN THE 600 AND 700 BLOCKS OF EAST 27TH STREET SOUTH, CITY OF NEWTON, JASPER COUNTY, IOWA.

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

Section 1. Disposal of Real Estate. Following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows:

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

is of no benefit to the public and should be vacated and conveyed by the City of Newton, Iowa under authority of Iowa Code § 354.23.

Section 2. Real Estate Conveyed. Pursuant to Iowa Code § 354.23, the City Council declares the City right-of-way described in Section 1 above is hereby vacated, conveyed, and quitclaimed as follows:

Vincent R. Haydon (604 East 27th Street South, Newton, Iowa 50208): The full width of the east-west South 7th Avenue East roadway located between the 600 and 700 blocks of East 27th Street South as described above in Aurora Heights Subdivision Plat Number Five, City of Newton, Jasper County, Iowa;

Section 3. Recording. The City Clerk is directed to deliver this ordinance to the County Recorder according to Iowa Code § 354.23. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 4. Exemption. This writing is exempt from transfer tax fees pursuant to Iowa Code § 428A.2(6).

Section 5. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 7. Effective. This ordinance shall be effective from and after the final passage, approval and publication as provided by law.

PASSED this _____ day of August 2022.

APPROVED this _____ day of August 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

First Consideration: _____
Public Hearing: _____
Second Consideration: _____
Third Consideration: _____

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the forgoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2022, and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the County of Jasper, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa; that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of said City of Newton, Iowa, by authority of the City Council; and that said Michael L. Hansen and Katrina Davis, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared By/Easement Grantee: Joe Grife - City of Newton – 403 W 4th St N, Suite 501 - Newton, IA 50208 - phone: 641-792-6622

Taxpayer/Easement Grantor: Vincent Haydon – 604 E 27th St S – Newton, IA 50208

Legal Description: LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

Parcel No: 0835430007

Easement No: 2022-02

REAL ESTATE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That I, the undersigned, Vincent Haydon (hereinafter called "Property Owner") in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Newton, Iowa upon final approval and acceptance of this Easement by the Newton City Council, do hereby convey unto the CITY OF NEWTON, IOWA, a municipal corporation, (hereinafter called "City") an EASEMENT on, under, over, through and across the following described real estate, subject to the terms and conditions specified herein:

PERMANENT MUNICIPAL UTILITY EASEMENT

1. GRANT OF EASEMENT. A permanent easement is hereby granted on, under, over, through and across the following described property:

THE SOUTH 70.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA:
LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY
OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF
THE RECORDER OF SAID COUNTY.

AND

THE NORTH 25.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA:
LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF
NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF
THE RECORDER OF SAID COUNTY.

hereinafter called "Permanent Easement Property."

2. COVENANT RUNNING WITH THE LAND. This grant of easement shall be a covenant running with the land, and the rights granted herein shall be assignable by City and its successors in interest, in whole or in part. The terms of this easement shall be binding upon the heirs, legal representatives, successors in interest and assigns of both Property Owner and City.
3. TERM OF EASEMENT. The rights granted herein shall be possessed and enjoyed by City, its successors and assigns, so long as the municipal utilities and appurtenances constructed pursuant thereto shall be maintained and operated by City, its successors and assigns.
4. PURPOSE OF EASEMENT. This grant of easement shall be for purposes including but not limited to constructing, reconstructing, repairing, enlarging and maintaining municipal utilities, together with necessary appurtenances thereto, on, under, over, through and across said Permanent Easement Property.
5. ERECTION OF STRUCTURES PROHIBITED. Property Owner shall not erect any structure on, over, under, through, across or within the Permanent Easement Property during the term of the easement without obtaining the prior written consent of the City Engineer.
6. PERMANENT IMPROVEMENTS. Property Owner agrees that no permanent improvement shall be built or placed upon the Permanent Easement Property during the term of the easement, nor shall Property Owner permit any change of grade, elevation or contour of any part of the Permanent Easement Property during the term of the easement or easements, and that if such improvements are built or constructed or changes made in violation of this grant of easement, said improvements or changes shall be promptly removed or eliminated by Property Owner at Property Owner's expense; provided, however, that Property Owner may install single level surface parking lot facilities involving no structures.
7. RIGHT OF ACCESS. City shall have the right of ingress and egress over and across Property Owner's remaining property to and from the Permanent Easement Property for any and all purposes necessary or convenient to construct,

reconstruct, inspect, repair, operate, maintain and service any and all municipal utilities and all appurtenances thereto, together with the right to use and operate said municipal utilities and appurtenances as it deems necessary.

8. REPRESENTATION OF OWNERSHIP. Property Owner does hereby covenant with the City that Property Owner holds title to said Permanent Easement Property in fee simple; that Property Owner has good and lawful authority to convey the same; and said Property Owner covenants to warrant and defend the said Permanent Easement Property against, and to defend and hold City harmless from, any and all claims of all third parties whomsoever.

9. RESTORATION OF LAND. City shall restore the Permanent Easement Property to substantially the same condition it was in prior to City's entry.

GENERAL PROVISIONS

A. APPROVAL BY CITY COUNCIL. The easement granted herein shall not be binding until final approval and acceptance by the Newton City Council by RESOLUTION, whereupon the Mayor and Clerk shall be authorized to show such approval and acceptance by execution of said easement.

B. DOWER RIGHTS. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests granted and conveyed hereby.

C. RULES OF CONSTRUCTION. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 24 day of June, 2022.

INDIVIDUAL FEE TITLE PROPERTY OWNER

Vincent Haydon 6-24-22
Vincent Haydon DATE
604 E 27th St S - Newton, IA 50208
Address

STATE OF IOWA :
:SS

JASPER COUNTY:

On this 24 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vincent Haydon, (single), to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Brandon Schakel
Notary Public in and for the State of Iowa
(Typed Name) Brandon Schakel
My Commission Expires: 1-19-24

ACCEPTANCE, APPROVAL AND EXECUTION BY CITY

Dated: _____

CITY OF NEWTON

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

STATE OF IOWA :
:SS

JASPER COUNTY:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael L. Hansen to me personally known, who being by me duly sworn, did say that he is the Mayor of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of the City Council; and that the said Michael L. Hansen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

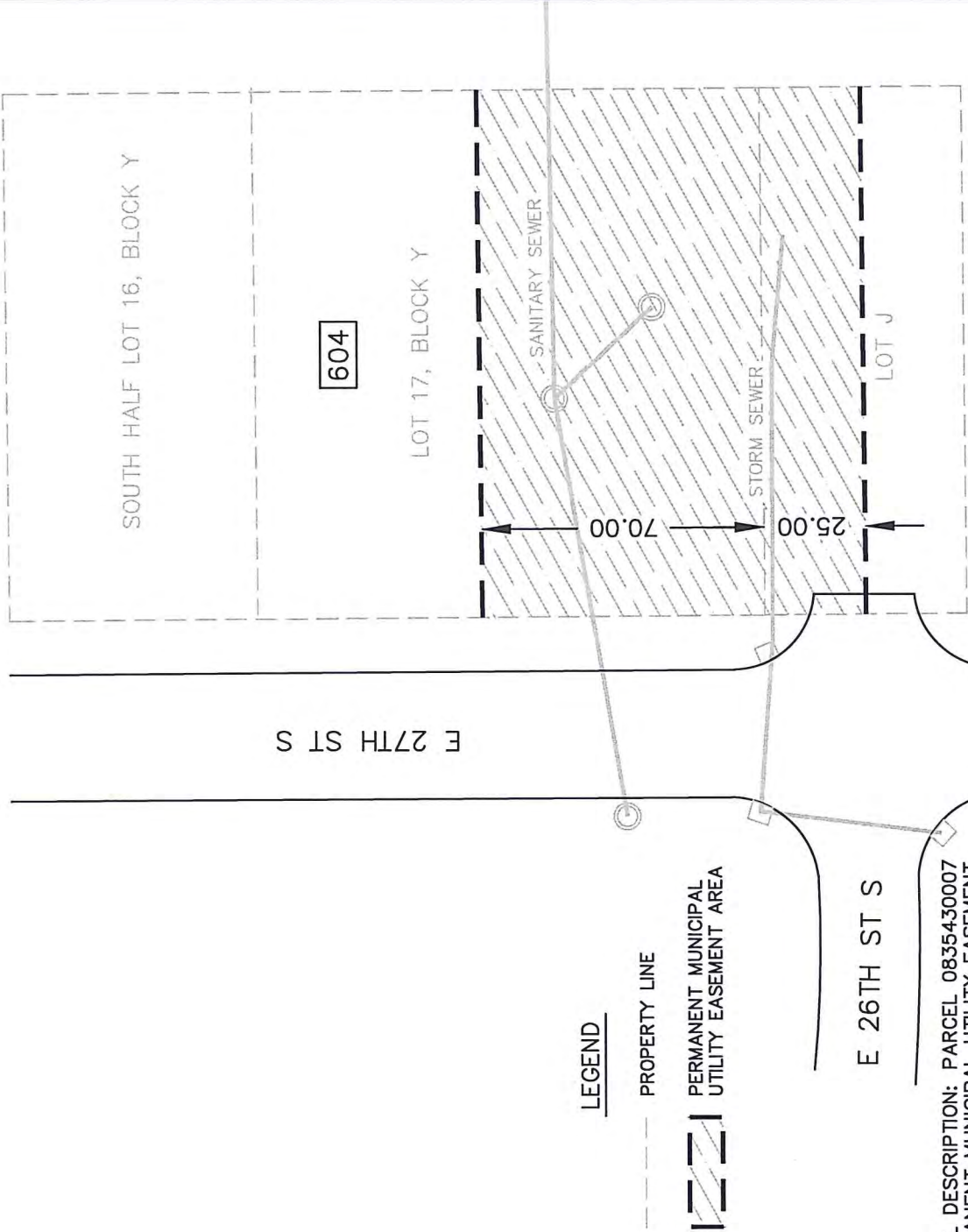
(Printed Name)

Notary Public in and for the State of Iowa
My Commission Expires: _____

EXHIBIT 'A'

LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.



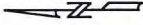
LEGAL DESCRIPTION: PARCEL 0835430007
PERMANENT MUNICIPAL UTILITY EASEMENT

THE SOUTH 70.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA: LOT 17 AND THE SOUTH HALF OF LOT 16 IN BLOCK Y IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND

THE NORTH 25.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN JASPER COUNTY, IOWA: LOT "J" BETWEEN BLOCK "Y" AND BLOCK "N" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, AT PAGE 201 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

CONTAINING 12,350 SQUARE FEET MORE OR LESS.

EASEMENT GRANTOR(S): VINCENT HAYDON 604 E 27TH ST S NEWTON, IA 50208	EASEMENT GRANTEE: CITY OF NEWTON	PREPARED BY: City of Newton Public Works Dept. 403 W 4th St N, Suite 501 Newton, Iowa 50208	 NOT TO SCALE
---	-------------------------------------	---	---

City of Newton Council Report



Item: Ordinance Closing Maytag Plant 2 Urban Renewal Area and Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

Summary: Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

Financial Impact:

No Financial Impact as this Urban Renewal Area has not been Collecting Taxes for Several Fiscal Years

Report Number: 22-181

Date: June 6, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

On April 15, 2008, the City Council of Newton, Iowa enacted ordinance No. 2121 creating the Plant Two Economic Development Urban Renewal area. This purpose of this Urban Renewal Area was to assist a development project by relocating a portion of East 8th Street North and creating an open storage area for wind blades.

All debt had been paid in this Urban Renewal Area and there has been no activity for several years. This action officially repeals the ordinance and terminates the Urban Renewal Area and plan.

Recommendation:

Staff recommends approval of the attached Resolution terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area.

Matt Muckler
City Administrator

ORDINANCE NO. _____

An Ordinance Repealing Ordinance No. 2121 Providing for the Division of Taxes Levied on Taxable Property in the Plant Two Economic Development Urban Renewal Area

WHEREAS, the City Council (the "Council") of Newton, Iowa (the "City") previously enacted Ordinance No. 2121, dated April 15, 2008 (the "Ordinance"), providing for the division of taxes levied on taxable property in the Plant Two Economic Development Urban Renewal Area (the "Urban Renewal Area") pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, it is now necessary for the Council to take action to repeal the Ordinance;

BE IT ENACTED by the City Council of the City of Newton, Iowa:

Section 1. Purpose. The Ordinance is hereby repealed, and the division of incremental property tax revenues from the Urban Renewal Area under the Ordinance is hereby terminated.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Saving 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 Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Newton, Iowa, on _____, 2022.

Mayor

Attest:

City Clerk

First reading: June 6, 2022

Second reading: _____, 2022

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-_____

Resolution Terminating the Plant Two Economic Development Urban Renewal Plan and Ending the Plant Two Economic Development Urban Renewal Area

WHEREAS, pursuant to the provisions of Chapter 403 of the Code of Iowa, the City of Newton, Iowa (hereinafter referred to as the “City”) previously established the Plant Two Economic Development Urban Renewal Plan (the “Urban Renewal Plan”) and the Plant Two Economic Development Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City has determined that it is in the best interest of the City to terminate the Urban Renewal Plan and retire the Urban Renewal Area.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWTON, IOWA, AS FOLLOWS:

Section 1. The Urban Renewal Plan for the Urban Renewal Area is hereby terminated, and the Urban Renewal Area is hereby retired and shall no longer be in operation from the effective date of this Resolution.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 6, 2022.

Mayor

Attest:

City Clerk

City of Newton Council Report

Item: A resolution approving the grant agreement between the Iowa Economic Development Authority and the City of Newton for the Downtown Housing Grant.

Summary: The City of Newton has received a grant award of \$600,000 through the Downtown Housing Grant program for the conversion of former Maytag space at 403 West 4th Street North into residential units. This approves the grant agreement between the City and Iowa Economic Development Authority.

Financial Impact: No additional cost, the City's match is met by past approvals. Receive \$600,000.00 to provide to the development



Report Number: 22-208

Date: July 5, 2022

Lead Department: Community Development Department

Recommendation:
Approve

Background: The Downtown Housing Grant program is a newly created funding opportunity by the State of Iowa using American Rescue Plan Act dollars. The Downtown Housing Grant program provides financial assistance for projects that support local downtown revitalization through new and renovated housing opportunities in communities under 30,000. This funding will invest in projects that include:

- Building rehabilitation projects that increase local upper floor housing options,
- Projects that incorporate quality design and preservation-based strategies,
- Projects that support local revitalization efforts and stimulate additional district investment.

On April 27, 2022, Iowa Economic Development Authority notified the city that the grant application submitted was awarded the full amount of \$600,000.

The Grant requires a 25% local match. The City's required 25% match has been authorized by Resolution #2020-137 committing \$1,000 per residential unit created up to maximum of \$50,000.00 for the project. In addition, Resolution #2021-255 stipulates the City's further participation in the project with a tax rebate.

On June 16, 2022, the grant agreement between the Iowa Economic Development Authority and the City of Newton was provided. This resolution authorizes the Mayor's signature on that grant agreement.

Recommendation: City Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE GRANT AGREEMENT BETWEEN THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF NEWTON FOR THE
DOWNTOWN HOUSING GRANT**

WHEREAS, the State of Iowa has received \$100 million in American Rescue Plan Act funds that Governor Kim Reynolds has designated for qualifying housing projects throughout the state; and

WHEREAS, \$20 million of the Iowa ARP funds have been earmarked for Downtown Housing Grant in communities with populations of less than 30,000 and each qualifying project with 10 or more housing units may receive up to \$600,000 in grant funds; and

WHEREAS, by Resolution 2021-256 City Council authorized the submittal of an application to the Downtown Housing Grant program for the conversion of former industrial space at 403 West 4th Street North into multi-family housing; and

WHEREAS, the Iowa Economic Development Authority awarded the City of Newton a Downtown Housing Grant in an amount not to exceed \$600,000 for the housing project at 403 West 4th Street North;

NOW THEREFORE, BE IT RESOLVED that the grant agreement between the Iowa Economic Development Authority and the City of Newton for Grant Award No. 22-ARPDH-041 is hereby approved and the Mayor and City Clerk shall sign the agreement.

PASSED this ____ day of July, 2022.

APPROVED this _____ day of July, 2022.

Michael Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF NEWTON**

AWARD NO.: 22-ARPDH-041
AWARD AMOUNT: \$600,000
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Newton" ("Subrecipient").

AWARD IDENTIFICATION

SUBRECIPIENT NAME: City of Newton
SUBRECIPIENT LEGAL ENTITY NAME: City of Newton
SUBRECIPIENT ADDRESS: 101 West 4th Street South
CITY, STATE, ZIP: Newton, Iowa 50208
SUBRECIPIENT UEI NUMBER: NN8PPN7EH7L7
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374
FEDERAL AWARD DATE: July 9, 2021
GRANT PERFORMANCE START DATE: June 14, 2022
GRANT PERFORMANCE END DATE: September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY: US Department of Treasury
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182
ASSISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00
IS THIS AWARD R & D: No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 403 W 4th St N, Newton, Iowa 50208(the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
 - 3.2.4.3 Development Agreement between City of Newton and Project Developer

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; 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. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 Quarterly Reporting. The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 Public Disclosure. The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or

December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than 6 months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.41.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.41.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.42 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: CITY OF NEWTON

BY:

Authorized Signature (Mayor)

Print Name (Mayor)

DATE:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Deborah V. Durham, Executive Director

DATE:

EXHIBIT A

Subrecipient's Downtown Housing Grant Application
(In Subrecipient's IowaGrants.gov Account)

**Application****423350 - Downtown Housing Grant - Final Application**

426374 - Newton
Downtown Resource Center

Status:	Awarded	Submitted Date:	01/31/2022 10:03 AM	Submitted By:	Erin Chambers
---------	---------	-----------------	------------------------	---------------	---------------

Applicant Information

Primary Contact:

AnA User Id	ERIN.CHAMBERS@IOWAID		
First Name*	Erin		Chambers
	First Name	Middle Name	Last Name
Title:			
Email:*	erinc@newtongov.org		
Address:*	1700 N 4 Avenue W		

City*	Newton	Iowa	50208	
	City	State/Province	Postal Code/Zip	
Phone:*	641-792-6622			25
	Phone			Ext.
Program Area of Interest*	Historical Resource Development Program (HRDP)			
Fax:	641-792-0670			
Agency				

Organization Information

Organization Name:*	City of Newton
Organization Type:*	City Government
DUNS:	
Unique Entity Identifier (UEI)	
Organization Website:	
Address:	

		Iowa		
	City	State/Province	Postal Code/Zip	
Phone:	641-792-6622			Ext.

Fax: 641-792-0670
Benefactor
Vendor Number I3 - 00002129985

Applicant Information

The applicant information MUST be the mayor or elected official.

City (Applicant)	City of Newton		
Primary Contact	Michael	Hansen	
	Salutation	First Name	Last Name
Address	101 West 4th Street South		
City/State/Zip	Newton	Iowa	50208
	City	State	Zip Code
Phone/E-mail	641-792-2787	mikeh@newtongov.org	
	Phone	E-mail	

*2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration.
Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.*

NN8PPN7EH7L7
UEI (Unique Entity Identifier)

Congressional District(s) Involved or Affected by this Proposal	2nd - Rep Marianne Miller-Meeks Congressional Map
Iowa Senate District(s) Involved or Affected by this Proposal	15 District Map
Iowa House District(s) Involved or Affected by this Proposal	29 District Map

Housing Project Information

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and MUST be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will NOT be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

Project Address	403 West 4th Street North		
	Newton,	Iowa	50208
	City	State	Zip Code

Census Tract 403

Project Appropriateness

Description of the complete project	The proposed multi-residential project is part of a larger, adaptive reuse of former Maytag Headquarters buildings into a compelling mixed-use place located within the C-CBD
-------------------------------------	---

scope of work:
(2,000 characters maximum)

(Central Business District Commercial) zoning district and Newton's Main Street District.

The project, in its entirety, includes multi-family housing; a hotel with lobby bar; a 500-seat ballroom/convention space; retail, restaurant, and office spaces; and an enhanced gathering and green space area.

The Downtown Housing Grant funds can be attributed to all housing related expenses even though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

Description of the housing elements of the project:
(2,000 characters maximum)

The 72 new housing units will be unique to Newton in that the units will be the first warehouse conversion apartments. The units will be desirable to a younger workforce with exposed brick walls, 11' ceilings, and stainless steel appliances. The units will compete with projects in Des Moines for quality and aesthetic. The units will assist in attracting workers to Newton.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

Project Impact

Description of the project's impact on the community/downtown district:
(2,000 characters maximum)

The apartments, boutique hotel, and event center project will transform Newton's Downtown through intentional investment, both public and private, which will build vibrancy and establish a model for rural mixed use redevelopment in the State of Iowa. The project will achieve this end by elevating the experiential commercial uses (a necessity in the era of online shopping) and creating a sustainable mixed-use neighborhood, anchoring a downtown where one can live, work, and play. The residential component is critical to the success of Newton's downtown district by providing density in population. A downtown with residents is a vibrant downtown.

Clearly describe how the proposed project will exhibit strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how this project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the project's impact on housing in the community/downtown:
(2,000 characters maximum)

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they shop around or build a new home, to the young teachers and service workers moving to a community. Cities can't achieve economic growth without great housing. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown: reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve as an example for other building owners?

Yes

Will this project create new units in underutilized upper story space?

Yes

Number of new units:

72

Will the project rehabilitate underutilized existing upper story apartments?

No

Not Awarded Applications (INTERNAL USE ONLY)

Decline Letter

Reason for decline (if available):

Budget

Grant Request Amount	\$600,000.00
Cash Match	\$24,043,841.00
Total Project Cost	\$24,643,841.00

Sources of Funds

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$5,743,841.00	Applied for	Part I, 1.5 are complete. Part 2 in process.
Local Incentives	\$900,000.00	Secured	Ten Year Tax Rebate & Local Housing Grant
Private Equity Investment	\$1,500,000.00	Secured	
Private Loans	\$15,900,000.00	Secured	Commitment Letter- Fortress Bank
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$24,643,841.00		

Tax Benefits

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	Yes	Applied For	
Federal Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
State Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
Tax Increment Financing (Rebate)	Yes	Secured	Resolution of Intent Approved by City Council
New Markets Tax Credit	No		
Tax Abatement	No		
Other	Yes	Secured	Iowa Reinvestment District

Uses of Funds

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$1,569,615.00
Construction - Windows/Doors	\$502,700.00
Construction - Roofing	\$0.00
Construction - HVAC	\$1,064,880.00
Construction - Plumbing	\$1,331,100.00

Construction - Electrical	\$1,527,840.00
Construction - Insulation	\$288,000.00
Construction - General Carpentry	\$424,216.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$3,640,039.00
Construction Subtotal	\$10,348,390.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$225,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$1,963,632.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$50,000.00
Other	\$1,754,450.00
Contingencies	\$773,898.00
TOTAL BUDGET	\$15,115,370.00

Building Information

Building Information 1

City – Property Address* 403 West 4th Street North

Property Owner Des Moines Area Community College

Address 2006 South Ankeny Blvd

City/State/Zip Ankeny
Iowa

Zip 50023

Telephone Numbers

Cell Phone 515-971-6953

Fax

E-mail Address kmdidier@dmacc.edu

Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.: (1,000 characters max.)

DMACC was gifted the property in 2016. DMACC, in partnership with the City of Newton, has been working to create market rate housing at the campus for over four years.

DMACC has a purchase agreement with Christensen Development to build between 50 and 80 market rate apartments in the building.

Property Address 403 West 4th Street North- Building 16

Year Built 1911

If vacant, how long: 4

Square footage: 16300

Square footage: 50020

Current Use Service

Current Use Vacant

of Residential Units

Number of Residential Units

Proposed Use Residential

Proposed Use Residential

of Proposed Residential Units: 72

Proposed Start Date 06/01/2022

Projected Completion Date 06/30/2023

Project architect David Voss, Slingshot

Listed or eligible for listing in the National Register of Historic Places Yes

Does the local No

community have a design review process?

Will the project be part of a CDBG Downtown Revitalization Grant? No

Will the project receive any other federal funding? Not Sure

County/City Assessor Property Card Assessor Card.pdf

Cost estimates for all proposed construction work. Legacy Building 16 Newton Apartments_Conceptual Budget_12.30.2021.pdf

Submitted Part 1 Historic Tax Credits application

Submitted Part 2 Historic Tax Credits application

Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 4of4.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Building 16 southside.JPG

Historic photographs of the property/project as available Catalyst Dvlp_SHiPO 1.5 Mtg Presentation_2021-0907_FINAL_Part 1of4.pdf

Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template HERE	Project Assurances	Project Assurances Page.pdf	pdf	79 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	City of Newton Iowa Reinvestment District with the project building outlined in green. The photo submitted location noted in yellow.	Newton Legacy Reinvestment District_rev 1-25-22.pdf	pdf	811 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro formas If multiple, scan into one document and upload	Loan commitment letter from Fortress Bank	Newton, IA - Proof of Financing Letter 1.26.22.pdf	pdf	31 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Grant Recipient (City) W9 Download IRS form W9 HERE	City W-9 Form	W9 signed for 2022.pdf	pdf	108 KB

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? * No

Could the proposed grant program or policy have a No

disproportionate or unique
negative impact on minority
persons? *

I hereby certify the
information above is
complete and accurate to
the best of my knowledge.*

Yes

*

Community Development Director

Title

Erin

First Name

Chambers

Last Name

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
- c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

City of Newton Council Report



Item: Resolution to reorganize staff in the Community Development Department.

Summary: With the submitted resignation of the Community Development Administrative Specialist, a reorganization of the Administrative Specialist and Administrative Office Assistant will provide efficiency for the organization.

Financial Impact: Savings in salary of \$8,200 to \$11,900, annually, depending on the qualifications of new employee

Report Number: 2022-209

Date: July 5, 2022

Lead Department: Community Development

Recommendation:
Approve

Background: On June 6, 2022, City Council approved the creation of the part-time Administrative Office Assistant (not on Pay Matrix) position within the Community Development Department. The Administrative Specialist Position (Range 5) was reduced to 50% time.

Since June 6th, the current employee in the Community Development Administrative Specialist Position has submitted a letter of resignation. This decision by the employee was not impacted by the reorganization which was recently approved, but rather for personal reasons. The current employee has indicated a willingness to continue to work through the end of August.

With this upcoming change, it would be better for the organization to hire a single full time employee rather than two part-time employees. This will provide for continuity of service, both internally and externally.

The FY22-23 budget for the 50% Administrative Specialist and the 50% Administrative Office Assistant is \$51,848.

It is proposed to replace two part-time positions with a full-time position as Administrative Assistant at Range 3, which would provide a budgetary savings. Please see the FY22-23 Full-time Salaries for the first three steps of Range 3, all of which are lower than what is budgeted, below.

FY23 numbers for Range 3 Entry: \$39,942
FY23 numbers for Range 3 Step 1: \$41,776
FY23 numbers for Range 3 Step 2: \$43,614

The Employee Relations Committee is reviewing the proposal on July 5, 2022, and their recommendation will be shared with the Council at the regular city council meeting for July 5th.

Recommendation

Staff recommends approval of this resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION TO REORGANIZE STAFF IN THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, City staff consistently evaluates operations and believes there are areas within City operations that would benefit from organizational changes to encourage employee development, retention, and better align with job skills and responsibilities going forward.; and

WHEREAS, the current Community Development Administrative Specialist has submitted a letter of resignation; and

WHEREAS, City Council has previously authorized the Community Development Administrative Specialist at 0.50 FTE and an Administrative Office Assistant at 0.50 FTE; and

WHEREAS, it is desirable to hire one employee, in lieu of two, to provide administrative assistant services to the Community Development Department; and

WHEREAS, the stated changes were presented to the Employee Relations Committee (ERC), and the ERC recommended the changes be made.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby approves the realignment changes as follows:

Position	Current Authorization	Proposed Authorization	Reporting to:
Administrative Specialist	0.50 FTE Range 5, Step 12	Removed from the Organizational Chart	N/A
Part-time Office Assistant	0.50 FTE, not on the Pay Matrix	Removed from the Organizational Chart	N/A
Administrative Assistant	0 FTE	1 FTE, Range 3, Entry to Step 2, depending on qualifications	Community Development Director

PASSED this _____ day of July, 2022.

APPROVED this _____ day of July, 2022.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk



Memorandum

To: Employee Relations Committee

From: Erin Chambers, Community Development Director

Date: July 5, 2022

Re: Community Development Proposed Organizational Changes-Administrative Specialist to Administrative Assistant

On June 6, 2022, City Council approved the creation of the part-time Administrative Office Assistant (not on Pay Matrix) position within the Community Development Department. The Administrative Specialist Position (Range 5) was reduced to 50% time.

Since June 6th, the current employee in the Administrative Specialist Position has submitted a letter of resignation. This decision by the employee was not impacted by the reorganization which was recently approved, but rather for personal reasons. The current employee has indicated a willingness to continue to work through the end of August.

With this upcoming change, it would be better for the organization to hire a single full time employee rather than two part-time employees. This will provide for continuity of service, both internally and externally.

The FY22-23 budget for the 50% Administrative Specialist and the 50% Administrative Office Assistant is \$51,848.

It is proposed to replace two part-time positions with a full-time position as Administrative Assistant at Range 3, which would provide a budgetary savings. Please see the FY22-23 Full-time Salaries for the first three steps of Range 3, all of which are lower than what is budgeted, below.

FY23 numbers for Range 3 Entry: \$39,942

FY23 numbers for Range 3 Step 1: \$41,776

FY23 numbers for Range 3 Step 2: \$43,614

As proposed, I believe presenting a reorganization of the two positions of Administrative Specialist and Administrative Office Clerk into one Administrative Assistant at Range 3 is of benefit to the organization.

Brief Summary of Work performed by Current Administrative Specialist:

- 1.) Warrants: process, review, submit for approval, bi-weekly as well as maintain record of payments made
- 2.) Permit Management-
 - Intake : Manage permits online or direct contact with applicant
 - Processing: route application to appropriate parties involved
 - Billing: Notify applicant permit ready to issue, process payments via cash, check, credit card or online payment.
 - Certificate of Occupancy Preparation
- 3.) Assist Public at front counter with permits
 - Review license qualifications
 - Take payment and issue receipts
- 4.) Keep accurate record of building permits and prepare report for Director monthly
 - Correspond with outside agencies, sharing permit data
- 5.) Assist with ROW & Sign Permits and Billing
 - Maintain record of Contractor's License, Insurance & Bond Requirements
 - Process billing and payments received
 - Record permits issued and file when appropriate
- 6.) Assist other departments with job duties as needed.
- 7.) Answer and transfer phone calls