

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:

Newton.gov / I want to “view” Livestream of City Council Meetings (www.newtongov.org/cablecast).

November 21, 2022 6:00 p.m.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Citizen Participation | 2. This is the time of the meeting that a citizen may address the Council. After being recognized by the 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 | <div>3. November 7, 2022 Regular City Council Meeting Minutes</div> <div>4. November 7, 2022 Budget Workshop Minutes</div> <div>5. Approve Liquor License for the following: Newton Market, 321 1st Avenue West, Class E Retail Alcohol License, Sunday Sales pending staff approval.</div> <div>6. Approve Cigarette/Tobacco Nicotine/Vapor License for: Newton Market, 321 1st Ave W</div> <div>7. Certify Police Sergeant Promotional List</div> <div>8. Resolution reappointing Joshua Cantu to the Newton Planning and Zoning Commission for a term ending December 31, 2027 (No Council Report)</div> <div>9. Resolution reappointing Don Poynter to the Newton Planning and Zoning Commission for a term ending December 31, 2027 (No Council Report)</div> <div>10. Resolution reappointing John Billingsley to the Newton Zoning Board of Adjustment for a term ending December 31, 2027 (No Council Report)</div> <div>11. Resolution reappointing Beverly Rossow to the Newton Zoning Board of Adjustment for a term ending December 31, 2027 (No Council Report)</div> <div>12. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-11). (Council Report 22-316)</div> <div>13. Resolution to provide free golf and pool passes for inclusion in the Newton Housing Development Corporation’s (NHDC) 2023 Get to Know Newton Welcome Package. (Council Report 22-317)</div> <div>14. Resolution awarding contract for the 2022 City of Newton Tree Removal Project No. 1. (Council Report 22-318)</div> <div>15. Resolution approving the 2023 Independence Day Fireworks Proposal. (Council Report 22-319)</div> <div>16. Resolution approving a Professional Design Services Agreement for the Westwood Clubhouse Project. (Council Report 22-320)</div> |

17. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area. (Council Report 22-321)
18. Resolution approving a 28E agreement with the State of Iowa Alcoholic Beverage Division Supporting the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY23. (Council Report 22-322)
19. Resolution for the City of Newton to retain Liebl Marketing Group services for marketing management services. (Council Report 22-323)
20. Resolution setting a public hearing for the sale of City-owned property at 1312 East 6th Street South, Newton, Jasper County, Iowa. (Council Report 22-324)
21. Resolution appointing Engineering Tech III and Engineering Tech trainee to serve on the Heart of Iowa Regional Transit Agency, Transportation Advisory Group. (Council Report 22-325)
22. Resolution awarding bid for the cropland lease for the 2023-2025 growing seasons at the Newton Sanitary Landfill. (Council Report 22-326)
23. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Library Roof Replacement Project. (Council Report 22-327)
24. Approve Bills

Public Hearing

25. Public Hearing on an ordinance amending the Code of Ordinances, City of Newton, Iowa, Title XV Land Usage, by adding chapter 150.007 Entitled Abandoned and Unsafe Buildings. (Council Report 22-328)
 - In order to more effectively address nuisance and abandoned property in Newton, the City Attorney recommends adoption of State of Iowa Code Sections 657A.1-10 by reference.
 - Staff recommends waiving the second and third reading and to approve the ordinance.
26. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title XV Land Usage, by adding chapter 150.007 Entitled Abandoned and Unsafe Buildings. (Council Report 22-328)

Ordinance

27. Third Consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa. (Council Report 22-288)
 - The proposal is to vacate the unimproved street right-of-way and attach it to the abutting property, the Jasper County EOC/Former Armory Building property, on the south side.
 - The unimproved street right-of-way provides no city benefit. Planning and Zoning Commission recommended approval of the vacation.

Resolution

28. Resolution authorizing the submittal of the Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project. (Council Report 22-329)
 - Per the requirements of the Iowa DNR, a post-remediation report must be submitted that includes project activities, waste generated

summaries, laboratory analysis of waste, waste disposal reports, and recommendations on moving forward for the recently-completed Former manufactured Gas Plant Site Remediation Project.

- The City's environmental engineers with Terracon of Des Moines have completed said report which includes recommendations to implement the final stages of the Land Recycling Program covering the entire site, seek a waiver from the previously anticipated two-year site monitoring requirements, place an environmental covenant on the portion of the site most-impacted by past site activities and processes, plug and abandon all remaining on-site monitoring wells per Iowa DNR requirements, and request a "No Further Action" certificate from the Iowa DNR.
- City staff recommends approving this resolution authorizing the submittal of the Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

29. Resolution to create a Utilities Department and reorganize the Public Works and Administration Departments. (Council Report 22-330)

- It is recommended that a new Utilities Department be created that would contain WaterWorks Treatment and Distribution staff and Water Pollution Control. The Public Works Department would contain engineering, streets, stormwater and landfill. WaterWorks Administrative staff would be assigned to the Administration Department.
- The current Public Works Director would receive a 5% wage increase, serve as the new Utilities Director, and mentor the new Public Works Director. An internal recruitment would take place in an effort to hire a new Public Works Director.

30. Resolution to approve temporarily adding two Permanent/Full-Time Firefighter/Paramedic positions in the Fire Department. (Council Report 22-331)

- The fire department currently has a shortage of staffing in the operations department due to impending turn over and medical absences. It is proposed that council approve temporarily adding two Permanent/Full-Time Firefighter/Paramedic positions that would be eliminated through attrition.

Staff Report

31. Comprehensive Plan Update - Community Development Director Erin Chambers

Mayor/Council Comments

32.

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.

REGULAR CITY COUNCIL MEETING MINUTES
NOVEMBER 07, 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, Trotter, Wade. Absent: Ervin.

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

During citizen participation Noah Petersen, 404 S 11th Ave W, spoke regarding council procedures.

Moved by Wade, seconded by Trotter to approve consent agenda items 2-23.

2. October 24, 2022 Regular City Council Meeting Minutes
3. Approve Liquor License for the following: SOMBRERO- LC0038865, 1130 1ST AVE E, Class C Liquor License, Outdoor Service, ownership change and renewal; Hy-Vee Food Store #1-LE0000090, 1501 First Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit.
4. Approve FY22 Annual Financial Report.
5. Resolution Approving the Fiscal Year 2021-2022 Annual City Street Financial Report. Resolution 2022-289 adopted.
6. Resolution Approving the Annual Urban Renewal Report for Fiscal Year 2021-2022. Resolution 2022-290 adopted.
7. Resolution Authorizing Urban Renewal Area activities to be Certified and Decertified as TIF Indebtedness. Resolution 2022-291 adopted.
8. Resolution Claiming Less than the Maximum Allowable Revenue from the Southwest Tax Increment Financing District for Fiscal Year 2023-2024. Resolution 2022-292 adopted.
9. Resolution Claiming Less than the Maximum Allowable Revenue from the 1st Avenue East Tax Increment Financing District for Fiscal Year 2023-2024. Resolution 2022-293 adopted.
10. Resolution Approving a Property Tax Rebate for the Newton Elite Properties, LLC Property Located Within the 1st Avenue East Urban Renewal Area. Resolution 2022-294 adopted.
11. Resolution authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement, IGT Funding Certification, and GEMT Provider Agreement for the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program with the Iowa Department of Human Services. Resolution 2022-295 adopted.
12. Resolution authorizing the purchase and installation of an electric gate opener for Waterworks Distribution shop. Resolution 2022-296 adopted.
13. Resolution approving services agreement with JETCO Inc. for Waterworks, Water Pollution Control and Landfill controls and pump stations. Resolution 2022-297 adopted.
14. Resolution approving professional services agreement with Bolton & Menk Inc. for a Stormwater Capital Planning Study. Resolution 2022-298 adopted.
15. Resolution approving Transparency annual software licensing and maintenance agreement with General Traffic Controls Inc. Resolution 2022-299 adopted.
16. Resolution approving 28-E agreement for the Safety Coalition of Central Iowa Cities shared services agreement. Resolution 2022-300 adopted.
17. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-11). Resolution 2022-301 adopted.
18. Resolution appointing the City Planner and Community Services Director to serve on the Central Iowa Regional Transportation Planning Alliance Committees in 2023. Resolution 2022-302 adopted.
19. Resolution approving an initial Engineering Services Agreement for the Maytag Pool Play Features Improvement Project. Resolution 2022-303 adopted.
20. Resolution awarding contract for the Fairmeadows North Plat 7 Storm Sewer Relocation Project. Resolution 2022-304 adopted.
21. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Sunset Dog Park Project - Phase 1. Resolution 2022-305 adopted.
22. Resolution approving video production services and a recruiting campaign with Liebl Marketing Group. Resolution 2022-306 adopted.
23. Approve Bills.

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

Moved by Dalton, seconded by Trotter to approve the Third consideration of an Ordinance amending the City Code of Newton, Iowa, by adding Chapter 75: All-Terrain Vehicles, Off-Road Utility Vehicles, Golf Carts, and Snowmobiles. AYES: Four. NAYS: George. Third Consideration of the Ordinance was approved. Moved by Trotter, seconded by Hallam, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2420 was adopted.

Moved by George, seconded by Hallam to approve the Third consideration of an Ordinance amending the code of ordinances, City of Newton, Iowa, 2016, Title III Administration, Chapter 32, Section 32.060 – 32.071, “Water Board of Trustees”, to dissolve the Water Board of Trustees and adding waterworks code reference to Title V Public Works, Chapter 54 Waterworks. AYES: Five. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Dalton, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2421 was adopted.

Moved by George, seconded by Dalton to approve the Third consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, “Traffic and Parking Schedules Adopted by Reference” to make changes to street parking in the downtown. AYES: Five. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Trotter, seconded by Wade, to adopt the Ordinance. AYES: Five. NAYS: None. Ordinance 2422 was adopted.

Moved by Dalton, seconded by George to approve the Second consideration of an Ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa. AYES: Five. NAYS: None. First Consideration of the Ordinance was approved.

Moved by George, seconded by Trotter to adopt the Resolution Consenting to Assignment of Development Agreement. AYES: Five. NAYS: None. Resolution 2022-307 adopted.

Moved by Hallam, seconded by Trotter to adopt the Resolution approving a D&D Demolition Grant to Newton Development Corporation for 1311 1st Avenue East, Newton. AYES: Five. NAYS: None. Resolution 2022-308 adopted.

Moved by Hallam, seconded by George to adopt the Resolution approving the Courthouse Lighting special events application. AYES: Five. NAYS: None. Resolution 2022-309 adopted.

Mayor Hansen indicated that the Discussion Item on Aurora Park Pickleball courts would be moved to the December 7th, 2022 council meeting.

There were no Mayor/Council Comments.

Moved by Trotter, seconded by Dalton to adjourn the meeting at 6.23 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP MEETING MINUTES
NOVEMBER 07, 2022, IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING @ 6:26
P.M. CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in special session at 6:26 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, Trotter, Wade. Absent: Ervin.

Lisa Frasier, Finance Officer, presented the proposed budget schedule. Candace Streeter, Financial Analyst, presented on the employee compensation costs.

Moved by Wade, seconded by Hallam to adjourn the meeting at 6:39 PM.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk



**City of Newton Civil Service Commission
Police Sergeant Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following list of candidates for the purpose of filling vacancies within the City of Newton Police Department. The following list shall expire two years from the date of certification, or upon exhaustion.

Police Sergeant Candidates
Bernard Eckert

Date: November 21, 2022

Signed:

Dave Zellinger

Teresa Ray

Gary Johnson

Witness by:

Katrina Davis
City Clerk

Date:

RESOLUTION NO. 2022- _____

**RESOLUTION REAPPOINTING JOSHUA CANTU TO THE
NEWTON PLANNING AND ZONING COMMISSION FOR A
TERM ENDING DECEMBER 31, 2027**

WHEREAS, Joshua Cantu, 1103 North 4th Avenue West, Newton, currently serves on the Planning and Zoning Commission and his term expires on December 31, 2022; and

WHEREAS, Joshua Cantu, has expressed an interest in continuing to serve on the Planning and Zoning Commission and is qualified to do so;

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

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2022- _____

**RESOLUTION REAPPOINTING DON POYNTER TO THE
NEWTON PLANNING AND ZONING COMMISSION FOR A
TERM ENDING DECEMBER 31, 2027**

WHEREAS, Don Poynter, 727 West 9th Street South, Newton, currently serves on the Planning and Zoning Commission and his term expires on December 31, 2022; and

WHEREAS, Don Poynter, has expressed an interest in continuing to serve on the Planning and Zoning Commission and is qualified to do so;

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

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2022- _____

**RESOLUTION REAPPOINTING JOHN BILLINGSLEY TO THE
NEWTON ZONING BOARD OF ADJUSTMENT FOR A TERM
ENDING DECEMBER 31, 2027**

WHEREAS, John Billingsley, 523 1st Avenue West, Newton, currently serves on the Zoning Board of Adjustment and his term expires on December 31, 2022; and

WHEREAS, John Billingsley, has expressed an interest in continuing to serve on the Zoning Board of Adjustment and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that John Billingsley is hereby appointed to the Zoning Board of Adjustment for an unexpired term ending December 31, 2027.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2022- _____

**RESOLUTION REAPPOINTING BEVERLY ROSSOW TO THE
NEWTON ZONING BOARD OF ADJUSTMENT FOR A TERM
ENDING DECEMBER 31, 2027**

WHEREAS, Beverly Rossow, 318 West 13th Street South, Newton, currently serves on the Zoning Board of Adjustment and her term expires on December 31, 2022; and

WHEREAS, Beverly Rossow, has expressed an interest in continuing to serve on the Zoning Board of Adjustment and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that Beverly Rossow is hereby appointed to the Zoning Board of Adjustment for an unexpired term ending December 31, 2027.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-11).

Report Number: 22-316

Date:

November 21, 2022

Summary:

The City of Newton abated some nuisances, such as tall grass/weeds, unshoveled sidewalks, and/or trash. 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: \$2,410.27

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,410.27. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

With the approval of this resolution, the costs expended by the City for the abatement of nuisances will be placed on the taxes as a special assessment for each property.

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 22-11).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 22-11)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 22-11 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 22-11, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on December 21, 2022, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said schedule to the County Treasurer of Jasper County, Iowa and to publish notice of said certification once each week for two consecutive weeks in the Newton Daily News, a newspaper printed wholly in the English language, published in Newton, Iowa, and of general circulation in Newton, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the City shall send by regular mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice all as provided and directed by Code Section 384.60, Code of Iowa.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-11: 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
Edward & Vicki Moore	833284035	431 S 4th Ave W	Newton	\$60,470	\$977.41	\$75.00	\$1,052.41	W. NEWTON LOT O & E 38' LOT Q SD LOT 81 & 83	9/7/2022
Michael Plumb	827152008	1409 W 2nd St N	Newton	\$96,120	\$195.00	\$75.00	\$270.00	CONN PLACE LOT 11	9/6/2022
Robert Lincoln	835129003	304 E 17th St N	Newton	\$88,750	\$60.00	\$75.00	\$135.00	DENNISTON & PARTRIDGE SD LOT 26	8/6/2022
Farrell Properties Inc	833228009	529 N 2nd Ave W	Newton	\$82,360	\$90.00	\$100.00	\$190.00	WEST NEWTON W 1/2 LOT 47	9/14/2022
Jo Koon & Rick Norris	834404028	623 E 8th St S	Newton	\$44,190	\$206.66	\$75.00	\$281.66	LINCOLN PLACE ADD LOT 7 BLK 13	9/15/2022
Betty Snodgrass	833104014	1600 1st Ave W	Newton	\$47,410	\$381.20	\$100.00	\$481.20	LEEPER'S HIGHLAND ADD W 60' LOT 14 BLK 3	9/20/2022
Total							\$2,410.27		

City of Newton Council Report



Item:

Resolution to provide free golf and pool passes for inclusion in the Newton Housing Development Corporation's (NHDC) 2023 Get to Know Newton Welcome Package.

Report Number: 22-317

Date:

November 21, 2022

Summary:

Proposed free passes add to the value of the Get to Know Newton Welcome Package, while also getting potential future customers to use Westwood Golf Course and Maytag Pool.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

The combined current value of the passes is \$328.00 per welcome package. It is estimated that most of those receiving these non-transferrable passes would not normally buy them, so minimal negative impact on annual sales revenue is expected.

Background:

As part of the NHDC's Get to Know Newton Welcome Package, those people purchasing new homes have received a package in prior years that included passes to the Iowa Speedway, a membership to the YMCA, gift cards to local retailers, and a subscription to Newton Daily News. This proposal would add the following items to the Get to Know Newton Welcome Package:

- An eighteen-hole, ten-punch pass card to Westwood Golf Course (\$128 current value)
- Four season passes to Maytag Pool (\$200 current value)

To help grow the future customer base at Westwood Golf Course and Maytag Pool, providing free passes as part of this welcome package allows the recipients to use and become familiar with these recreational facilities.

It is estimated that most of those receiving these non-transferrable passes, which have a combined current value of \$328.00, would not normally buy them. Because of this, any initial negative impact of this giveaway is expected to be minimal. The potential increased usage of the pool and golf course, both short and long-term by the recipients of this welcome package, could generate additional revenue in sales of concessions, cart rentals, and future season passes.

Should fee changes occur this off-season that affect the value of this package, the estimated difference would be minimal and this resolution would still approve said donations even at the new fees.

Recommendation:

City Staff recommends acceptance of this resolution authorizing the Community Services Department to provide the free golf and pool passes noted above to the Newton Housing Development Corporation's (NHDC) Get to Know Newton Welcome Package through December 31, 2023.

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 2022- _____

RESOLUTION TO PROVIDE FREE GOLF AND POOL PASSES FOR INCLUSION IN THE NEWTON HOUSING DEVELOPMENT CORPORATION'S (NHDC) 2023 GET TO KNOW NEWTON WELCOME PACKAGE

WHEREAS, as part of the NHDC's Get to Know Newton Welcome Package, those people purchasing new homes have received a package in prior years that included passes to the Iowa Speedway, a membership to the YMCA, gift cards to local retailers, and a subscription to Newton Daily News; and

WHEREAS, this resolution would add the following items to the Get to Know Newton Welcome Package:

- An eighteen-hole, ten-punch pass card to Westwood Golf Course (currently a \$128 value)
- Four season passes to Maytag Pool (currently a \$200 value); and

WHEREAS, to help grow the future customer base at Westwood Golf Course and Maytag Pool, providing free passes as part of this welcome package allows the recipients to use and become familiar with these recreational facilities; and

WHEREAS, it is estimated that most of those receiving these non-transferrable passes would not normally buy them, so any initial negative impact of this giveaway is expected to be minimal; and

WHEREAS, the potential increased usage of the pool and golf course, both short and long-term by the recipients of this welcome package, could generate additional revenue in sales of concessions, cart rentals, and future season passes.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that this resolution is approved authorizing the Community Services Department to provide the free golf and pool passes noted above to the Newton Housing Development Corporation's (NHDC) 2023 Get to Know Newton Welcome Package through December 31, 2023.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Department is authorized to provide the free golf and pool passes noted above should off-season current fees be adjusted that minimally affect the total value of this package by less than \$100 per package.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2022 City of Newton Tree Removal Project No. 1.

Report Number: 22-318

Date:

November 21, 2022

Summary:

This resolution awards a contract for the dropping, removal, and stump grinding of 36 trees located in five different parks.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$18,000.00 to be paid using 2021 bond proceeds and the FY-23 Parks 4030 General Fund budget.

Background:

In addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks. In updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 36 trees spread across Maytag Park, Sunset Park, Woodland Park, Union Cemetery, and Westwood Golf Course.

Community Services staff prepared a bid package for the dropping, removal, and stump grinding at these 36 locations; and sought sealed quotations from numerous contractors in Iowa. The following quotations were received on November 14, 2022:

Van Maanen Tree Service LLC - Sully, Iowa	\$18,000.00
Trenary Tree Care LLC - Altoona, Iowa	\$29,400.00
Cody's Tree Service LLC - Brooklyn, Iowa	\$31,900.00
Wilkerson's Landscaping Services LLC – Owatonna, Minnesota	\$36,000.00
Pioneer Construction - Grinnell, Iowa	\$38,749.68
Jeff Wilson Tree Service – Newton, Iowa	\$40,896.00
Rozendaal Tree Service – Sully, Iowa	\$45,504.00
Arberpro Tree Service – Fort Dodge, Iowa	\$54,000.00
Hindman Tree Service – Winterset, Iowa	\$55,950.00
Breman Tree Service – Rose Hill, Iowa	\$72,000.00
Hosting Tree Company – Newton, Iowa	\$79,500.00

The apparent low quote is from Van Maanen Tree Service LLC of Sully, Iowa. The project completion date is May 1, 2023. Project costs are to be paid using 2021 bond proceeds and the FY-23 Parks 4030 General Fund budget.

Recommendation:

City Staff recommends that Council award a contract to Van Maanen Tree Service LLC of Sully, Iowa in the amount of \$18,000.00.

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 2022- _____

**RESOLUTION AWARDING CONTRACT FOR THE
2022 CITY OF NEWTON TREE REMOVAL PROJECT NO. 1**

WHEREAS, in addition to natural tree loss over the last several years, the 2020 derecho and 2022 tornado both added to the tree loss in many City parks; and

WHEREAS, in updating the park's tree GIS inventory this spring, it was determined that the next group of trees needing to be removed totaled 36 trees spread across Maytag Park, Sunset Park, Woodland Park, Union Cemetery, and Westwood Golf Course; and

WHEREAS, Community Services staff prepared a bid package for the dropping, removal, and stump grinding at these 36 locations; and sought sealed quotations from numerous contractors in Iowa; and

WHEREAS, the following quotations were received on November 14, 2022:

• Van Maanen Tree Service LLC - Sully, Iowa	\$18,000.00
• Trenary Tree Care LLC - Altoona, Iowa	\$29,400.00
• Cody's Tree Service LLC - Brooklyn, Iowa	\$31,900.00
• Wilkerson's Landscaping Services LLC – Owatonna, Minnesota	\$36,000.00
• Pioneer Construction - Grinnell, Iowa	\$38,749.68
• Jeff Wilson Tree Service – Newton, Iowa	\$40,896.00
• Rozendaal Tree Service – Sully, Iowa	\$45,504.00
• Arberpro Tree Service – Fort Dodge, Iowa	\$54,000.00
• Hindman Tree Service – Winterset, Iowa	\$55,950.00
• Breman Tree Service – Rose Hill, Iowa	\$72,000.00
• Hosting Tree Company – Newton, Iowa	\$79,500.00

; and

WHEREAS, City staff recommends that the City of Newton award a contract to Van Maanen Tree Service LLC of Sully, Iowa in the amount of \$18,000.00 for the 2022 City of Newton Tree Removal Project No. 1 based on the low responsive, responsible quotation received.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quotation from Van Maanen Tree Service LLC of Sully, Iowa in the amount of Eighteen Thousand dollars and Zero cents (\$18,000.00) for the 2022 City of Newton Tree Removal Project No. 1 is hereby accepted, the same being the lowest, responsive quotation received for said project; and that the project will be paid for using 2021 bond proceeds and the FY-23 Parks 4030 General Fund budget.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Van Maanen Tree Service LLC of Sully, Iowa for the 2022 City of Newton Tree Removal Project No. 1 as described by the Request For Quotations package, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the 2023 Independence Day Fireworks Proposal.

Report Number: 22-319

Date:

November 21, 2022

Summary:

Approval to prepay the 2023 show's costs to receive additional product for said show.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$15,000.00 to be paid from the Parks General Fund budget.

Background:

Following the completion of the most recent three-year agreement with J & M Displays of Yarmouth, Iowa for the Independence Day fireworks displays, Community Services staff sought proposals from several firms in the Midwest for the next contract. The only proposal received on November 14, 2022 was from J & M Displays. Staff was contacted by two other firms, who stated that it wasn't worth their efforts to travel that far for a show of this type and size.

In planning for the 2023 fireworks show, the Community Services Department requested that the proposals be based on a show costing approximately \$15,000. Although only \$12,000 is budgeted in the Parks FY-23 Fireworks line-item, staff felt that the increase in expenditure was needed to maintain and/or grow the show's content during this period of continual record inflation.

J & M's proposal for a \$15,000 show includes an 8% additional product discount for early payment, and a 15% discount based on their new Loyalty Program. Compared to the 2022 show, the current proposal reflects a 22.5% increase in product shot during the show while paying 16.3% more than 2022.

Recommendation:

Staff recommends approval of this resolution authorizing signature of the 2023 fireworks show's agreement with J&M Displays, and the prepayment of the 2023 show's costs in-full to receive additional product for said show.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING THE 2023 INDEPENDENCE DAY
FIREWORKS PROPOSAL**

WHEREAS, following the completion of the most recent three-year agreement with J & M Displays of Yarmouth, Iowa for the Independence Day fireworks displays, Community Services staff sought proposals for a \$15,000 show from several firms in the Midwest for the next contract; and

WHEREAS, the only proposal received on November 14, 2022 was from J & M Displays; and

WHEREAS, although only \$12,000 is budgeted in the Parks FY-23 Fireworks line-item, staff felt that the increase in expenditure was needed to maintain and/or grow the show's content during this period of continual record inflation; and

WHEREAS, J & M's proposal for a \$15,000 show includes an 8% additional product discount for early payment, and a 15% discount based on their new Loyalty Program; and

WHEREAS, compared to the 2022 show, the current proposal reflects a 22.5% increase in product shot during the show while paying 16.3% more than 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the Mayor is to sign the 2023 fireworks show's agreement in the amount of \$15,000.00; with said cost to be paid from the Parks General Fund budget.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that prepayment to J & M Displays of Yarmouth, Iowa of the show's \$15,000 cost prior to April 25, 2023 to receive an 8% bonus in fireworks products for the show is approved.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



J&M Displays Proposal for: City of Newton 2023 \$15,000

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	RWB & whistles, whistle to report volley Finale 49 shot		\$110.00	\$110.00
Category Shell Count: 49				\$110.00

Ignition Items

Quantity	Name	Rising Effect	Price	Total
1	5 shot finale chain with e-match connectors		\$3.90	\$3.90
Category Shell Count: 0				\$3.90

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	3" BLUE CROSSETTE.		\$28.50	\$57.00
2	3" Shell Red Crossette		\$28.50	\$57.00
1	White strobe willow		\$28.50	\$28.50
Category Shell Count: 5				\$142.50

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	5"Red white blue chry. crossette		\$78.00	\$78.00
Category Shell Count: 1				\$78.00
Section Shell Count: 55				

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Colorful comets whistles to crackling with crackling finale 100 shot		\$217.00	\$217.00
1	Quick whistles 100 shot		\$217.00	\$217.00
1	Assorted Fan Cake Z W and S shape 100 shot		\$380.00	\$380.00
Category Shell Count: 300				\$814.00

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
10	Silver sparked salute with silver tail	silver tail	\$11.30	\$113.00
Category Shell Count: 10				\$113.00



J&M Displays Proposal for: City of Newton 2023 \$15,000

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Crown to glittering		\$28.50	\$57.00
2	Glittering willow waterfall	glitter tail	\$28.50	\$57.00
2	Lemon Eddy in Chrys		\$28.50	\$57.00
2	Nishiki kamuro niagara falls		\$28.50	\$57.00
2	Reddish gamboge to magenta chrys		\$28.50	\$57.00
2	Silver diadem w/green strobing pistil		\$28.50	\$57.00
2	Silver nishiki kamuro		\$28.50	\$57.00
2	Six Angle brocade crown	Large Brocade tail	\$28.50	\$57.00
2	Varigated peony to crackling		\$28.50	\$57.00
1	Assortment A of 18 different (72 shells) J&M Brand Shells ELECTRIC FIRE	mixed tails	\$1,080.00	\$1,080.00

Category Shell Count: 90

\$1,593.00

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	3" Color peony with red spinner (Cylinder)		\$35.00	\$35.00
1	3" GREEN STROBE		\$35.00	\$35.00
2	3" Red white blue with titanium salute (Cylinder)		\$35.00	\$70.00
1	Multicolor Rays with gold glitter center ELECTRIC FIRE ONLY (cylinder)		\$35.00	\$35.00
1	Screaming with color moving star (red and white)		\$35.00	\$35.00
2	Farfallas and silver glitter to red ELECTRIC FIRE ONLY (cylinder)		\$55.90	\$111.80
1	Green Crossettes with tail and Silver tourbillions ring ELECTRIC FIRE ONLY (cylinder)		\$55.90	\$55.90
1	Red and blue with whistles (cylinder)		\$55.90	\$55.90
1	Silver wasp and diamond screamer		\$55.90	\$55.90
1	Silver whirl with report w/ variegated stars		\$55.90	\$55.90

Category Shell Count: 12

\$545.40

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	4" Dispark Chrys		\$31.60	\$31.60
1	4" TANGERINE PEONY		\$31.60	\$31.60
1	Crown to glittering		\$31.60	\$31.60
1	Gold willow with color pistil	Gold tail	\$31.60	\$31.60
2	Two color dahlia assorted		\$31.60	\$63.20
1	4" Gold Crack Flower Chrys.		\$45.70	\$45.70
1	4" PINK DRAGON		\$45.70	\$45.70
1	4" SILVER CROWN		\$45.70	\$45.70
2	4" Shell Brocade Crown		\$45.70	\$91.40
1	4" Flower crown coconut		\$45.70	\$45.70
1	4" GOLDEN FLASHING TO CROSSETTE		\$45.70	\$45.70
1	4" Golden flash to color		\$45.70	\$45.70
1	4" Grass Green To Silver Crossette		\$45.70	\$45.70
1	4" Red Ring white strobe to salute		\$45.70	\$45.70
1	4" Silver time rain to white flash		\$45.70	\$45.70
1	4" WHITE FLASHING BIG WILLOW		\$45.70	\$45.70
2	4" WHITE STROBE HORSE TAIL		\$45.70	\$91.40
1	Color dahlia with silver strobe	Gold tail	\$45.70	\$45.70
1	Golden kamuro to white strobe	Gold tail	\$45.70	\$45.70
1	Pink and Lemon crossette		\$45.70	\$45.70
1	Rainbow crossette		\$45.70	\$45.70
1	Red green and blue moving stars		\$45.70	\$45.70
1	Yellow and purple with whistle		\$45.70	\$45.70
1	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$590.00	\$590.00



J&M Displays Proposal for: City of Newton 2023 \$15,000

Main Event

4 Inch Color Shells Continued

Quantity	Name	Rising Effect	Price	Total
1	Assortment N of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE	mixed tails	\$1,000.00	\$1,000.00
1	Assortment O of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE	mixed tails	\$1,000.00	\$1,000.00
Category Shell Count: 118				\$3,693.60

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	4" SMILE FACE		\$60.40	\$120.80
2	4" Shell Red Heart pattern		\$60.40	\$120.80
1	Crackling nishiki kamuro		\$60.40	\$60.40
1	Double Crackle		\$60.40	\$60.40
1	Ghost Blue peony		\$60.40	\$60.40
1	Ghost Red peony		\$60.40	\$60.40
1	Gold Strobe		\$60.40	\$60.40
2	Red strobe		\$60.40	\$120.80
1	Reddish gamboge to var. color chrys		\$60.40	\$60.40
2	Silver diadem w/blue pistil		\$60.40	\$120.80
2	Six Angle brocade crown		\$60.40	\$120.80
2	Var. color flower sheets		\$60.40	\$120.80
1	White to crackle w/ crackle pistil		\$60.40	\$60.40
1	Orange serpents with report and violet peony ELECTRIC FIRE ONLY (cylinder)		\$68.70	\$68.70
1	Silver whirl with report w/ red & blue stars		\$68.70	\$68.70
1	Tourbillion with reports with red and blue Stars		\$68.70	\$68.70
Category Shell Count: 22				\$1,353.70

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	5"Blue red golden chry.		\$54.50	\$54.50
2	Assorted Chrysanthemums (E-FIRE Only)		\$54.50	\$109.00
1	Crown to glittering		\$54.50	\$54.50
1	Dahlia, assorted colors		\$54.50	\$54.50
2	Gold Glitter to color assorted		\$54.50	\$109.00
1	Gold willow with color pistil	gold tail	\$54.50	\$54.50
1	Red and Blue Dahlia with silver glitter		\$54.50	\$54.50
1	Wave to variegated	Silver tail	\$54.50	\$54.50
1	5" CRACKLING WILLOW		\$78.00	\$78.00
1	5"Brocade Crown to white flash		\$78.00	\$78.00
1	Medusa pattern (E-Fire ONLY) (assorted case)		\$78.00	\$78.00
Category Shell Count: 13				\$779.00

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua var. color flower sheets w/white strobe pistil		\$125.00	\$125.00
1	Golden palm tree w/golden strobe pistil		\$125.00	\$125.00
1	Half lemon half magenta w/crackling pistil		\$125.00	\$125.00
1	Hundreds of Flowers in Bloom		\$125.00	\$125.00
1	Kamuro Chry		\$125.00	\$125.00
1	Kamuro with Smile Face		\$125.00	\$125.00
1	Palm to color strobe ring w/ 2 section time rain pis		\$125.00	\$125.00
1	Willow with flickering with purple and lemon dahlia pistil		\$125.00	\$125.00
1	Var. color crackling diadem		\$129.00	\$129.00
Category Shell Count: 9				\$1,129.00

Section Shell Count: 574



J&M Displays Proposal for: City of Newton 2023 \$15,000

Finales

Ignition Items

Quantity	Name	Rising Effect	Price	Total
1	5 shot finale chain with e-match connectors		\$3.90	\$3.90
Category Shell Count: 0				\$3.90

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	2.5" Display Shell cake - Crackling Willow 36 shot		\$560.00	\$560.00
1	2.5" Display Shell cake - Rainbow peony 36 shot		\$560.00	\$560.00
Category Shell Count: 72				\$1,120.00

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
1	5 Salute with 5 gold willows 10 Shot finale chain		\$128.00	\$128.00
5	Rainbow peony 10 Shot finale chain		\$128.00	\$640.00
Category Shell Count: 60				\$768.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Glittering willow	glitter tail	\$28.50	\$142.50
Category Shell Count: 5				\$142.50

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
5	Red salute and blue dahlia 10 Shot finale chain	mixed tails	\$201.00	\$1,005.00
Category Shell Count: 50				\$1,005.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glittering willow	glitter tail	\$78.00	\$234.00
Category Shell Count: 3				\$234.00

Section Shell Count: 190

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
110	Igniter 2 meter leads		\$2.20	\$242.00
209	MJG 3 meter (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)		\$2.20	\$459.80
Category Shell Count: 0				\$701.80

Section Shell Count: 0

8% Free for Early Payment



J&M Displays Proposal for: City of Newton 2023 \$15,000

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Whistle tails to titanium salute 25 shot		\$110.00	\$220.00
2	Color tails to breaks 100 shot		\$217.00	\$434.00
Category Shell Count: 250				\$654.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	5"Blue dark golden flash		\$78.00	\$78.00
1	5"Silver crown to red spike		\$78.00	\$78.00
1	Golden kamuro to white strobe	Silver tail	\$78.00	\$78.00
1	Smiling Time Rain Ring	Silver crackling tail	\$78.00	\$78.00
Category Shell Count: 4				\$966.00

Section Shell Count: 254

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	RWB & whistles, whistle to report volley Finale 49 shot		\$110.00	\$110.00
1	Red White Blue Volleys to Brocade with report finale 25 shot		\$110.00	\$110.00
1	Gold Coconut with red strobe and crackle with blue mines 49 shot Fan		\$217.00	\$217.00
1	Golden tail to golden wave time rain 49 shot fan		\$217.00	\$217.00
1	Green comets to Green Strobe Willow with Purple 49 shot		\$217.00	\$217.00
1	Red comets to Red Strobe Willow with Blue 49 shot		\$217.00	\$217.00
1	New color crossettes 100 shot I shape		\$380.00	\$380.00
Category Shell Count: 370				\$1,468.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Color dahlia with silver strobe (Three color)	Crackling tail	\$28.50	\$57.00
2	Cycas assorted		\$28.50	\$57.00
2	Gold Willow with color pistil	Gold tail	\$28.50	\$57.00
2	Magenta sky blue and lemon dahlia with white glitter pistil	Crackling tail	\$28.50	\$57.00
Category Shell Count: 8				\$1,696.00

Section Shell Count: 378



J&M Displays Proposal for: City of Newton 2023 \$15,000

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Subtotal Fireworks: **\$11,250.00**
J&M Production: **\$3,750.00**
Total Price of Show: **\$15,000.00**

Total Shot Count: 1451
Packing Check: 489
Date of Display: 07/04/23
Customer Number: 10351

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$11,250.00 Fireworks Subtotal

\$966.00	8% Free for Early Payment
\$1,696.00	15% Free for Multiple Year Agreement
\$2,662.00	Total Free

Your Price is \$15,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

City of Newton Council Report

Item:

Resolution approving a Professional Design Services Agreement for the Westwood Clubhouse Project.

Summary:

Approve agreement with ETHOS Design Group, Inc. for the project's development, design, and construction phases.

Financial Impact:

\$220,535 to be paid from the bond funds to be secured with the recent passage of the park bond referendum.



Report Number: 22-320

Date:

November 21, 2022

Lead Department:

Community Services

Recommendation:

Approve

Background:

On September 13, 2022 Newton residents approved a park bond referendum, which included the replacement of the clubhouse at Westwood Golf Course. Prior to seeking bids and awarding a contract for construction, project development and design work needs to be completed.

Prior to the bond referendum in September staff visited with a couple design firms about this project, including ETHOS Design Group, Inc. of Ankeny, Iowa. Following the successful passage of the referendum, staff then had another more in-depth meeting with ETHOS. Staff felt that since ETHOS was involved in some earlier concept planning over five years ago, they were well ahead of others concerning project understanding.

Staff then requested a proposal for professional services from ETHOS for the Westwood Clubhouse Project. ETHOS submitted a proposal that included the following:

- Programming and Schematic Design
- Design Development
- Cost Estimates
- Construction Plans and Documents
- Bidding Assistance
- Construction Phase Oversight

The proposal not only includes the base architectural work to be completed by ETHOS but also HVAC, Electrical, Lighting, Civil, Landscape Architecture, and Structural Engineering design work by other subconsultants under the oversight and direction of ETHOS. The total cost of this proposal is 18.9% of the most-recent construction cost estimate prepared by staff of \$1.17 million. This percentage is in-line with industry normal and the 18% estimated rate staff had included in earlier cost estimates. The architectural portion of the proposal amounts to 12% of staff's cost estimate, which is again in-line with the 12% fee anticipated in earlier estimates.

Should this resolution be approved, the initial tasks leading to design will commence.

Recommendation:

City staff recommends approval of this \$220,535 Professional Design Services Agreement with ETHOS Design Group, Inc. of Ankeny, Iowa for the Westwood Clubhouse Project.

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 PROFESSIONAL DESIGN
SERVICES AGREEMENT FOR THE WESTWOOD CLUBHOUSE
PROJECT**

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

WHEREAS, prior to seeking bids and awarding a contract for construction, project development and design work needs to be completed; and

WHEREAS, following the successful passage of the referendum, staff met with ETHOS Design Group, Inc. of Ankeny, Iowa; who had a good understanding of the project following their earlier concept planning on the project over five years ago; and

WHEREAS, staff then requested and received a proposal for professional services from ETHOS for the Westwood Clubhouse Project that included the following:

- Programming and Schematic Design
- Design Development
- Cost Estimates
- Construction Plans and Documents
- Bidding Assistance
- Construction Phase Oversight

; and

WHEREAS, the proposal not only includes the base architectural work to be completed by ETHOS but also HVAC, Electrical, Lighting, Civil, Landscape Architecture, and Structural Engineering design work by other subconsultants under the oversight and direction of ETHOS; and

WHEREAS, the total cost of this proposal is 18.9% of the most-recent construction cost estimate prepared by staff of \$1.17 million; and

WHEREAS, this percentage is in-line with industry normal and the 18% estimated rate staff had included in earlier cost estimates; and

WHEREAS, the architectural portion of the proposal amounts to 12% of staff's cost estimate, which is again in-line with the 12% fee anticipated in earlier estimates; and

WHEREAS, should this resolution be approved, the initial tasks leading to design will commence.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Professional Design Services Agreement with ETHOS Design Group, Inc. of Ankeny, Iowa for the Westwood Clubhouse Project is hereby approved.

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

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Tuesday, November 8, 2022

Mr. Brian Laube, Community Services Director
City of Newton, Iowa
403 W 4th Street North, Suite 501
Newton, IA 50208

RE: *Lump Sum Proposal for Professional Services: City of Newton, Westwood Golf Course New Clubhouse*

Dear Mr. Laube:

Following please find our Proposal for Professional Services for your *Westwood Golf Course New Clubhouse*. Following you will find our Project Understanding, Scope of Services, Deliverables, Project Team, Responsibilities of the Owner, Exclusions, Schedule, and Cost of Services.

PROJECT UNDERSTANDING:

We understand that the City of Newton desires to engage an Architect, Interior Designer, and Engineering Consultants, licensed in the State of Iowa, to provide design, construction documentation, and construction administration services for a new Clubhouse at the Westwood Golf Course.

We understand that the City intends to demolish the existing Clubhouse and build a new, approximately 1,800-2,800 SF clubhouse in its place. We understand your Site and Building needs as follows:

1. Demolition of existing clubhouse to build new in its place.
2. Site improvements for the Phase 1 portion of referendum exhibits provided by the owner. See Bolton and Menk proposal attached for sketch of site area included.
 - a. Outdoor Plaza, ADA sidewalks and Building access improvements will be base bid in the construction documents.
 - b. Parking lot upgrades will be an add alternate for bidding in the construction documents.
3. Open air Outdoor shelter (approx. 20x20ft) to cover 150 people during events.
 - a. This may be a manufactured solution or a custom design solutions. The design team will evaluate these options with the owner to ensure it meets the design intent.
4. New clubhouse:
 - a. Program Space Needs include: Indoor Lounge / Pro Shop, Food Service / Bar area, Office, Storage, and Restrooms. The lounge should be flexible and may serve as indoor golf simulation space in winter months.
 - b. There will be a lower level walk-out basement for approx. 1/3 of the building footprint for mechanical, electrical and storm refuge space. This will not be a FEMA rated storm shelter.
 - c. The project will participate in the Commercial New Construction Program through Alliant Energy. Photovoltaics and other sustainable energy efficient options will be evaluated by the design team.
 - d. Security and AV Technology will be needed in the new building.



Ankeny Office
1615 SE Cortina Dr #1C
Ankeny, IA 50021
515-630-6350

Decorah Office
222 W Water St
Decorah, IA 52101
563-568-8196

Spirit Lake Office
1325 Lake St
Spirit Lake, IA 51360
712-545-0542

SCOPE OF SERVICES:

1. Programming and Schematic Design: There are some preliminary programming and SD decision identified in the referendum documents, however the City has requested that the design team develop schematic design with the staff and a committee.
 - a. SD meetings with committee and staff to develop schematic design
 - b. Public Engagement Open House
 - c. Local Comparable Facility Tours with Staff
 - d. Produce Schematic Drawings Pricing Set and Narratives for SD cost estimating
2. Design Development:
 - a. Review options and select the best solutions for:
 - i. Heating and Cooling, HVAC Controls, and Plumbing systems
 - ii. Power and Lighting Systems
 - iii. IT, Access Control, Security, A/V
 - iv. Materials and Finishes
 - b. Produce and review Design Development Drawings.
 - i. Site Demo Plan, Site Layout Plan
 - ii. Structural Demolition Plan and Floor Plan
 - iii. Code Plan, Demolition Plan, Floor Plan, Roof Plan, Exterior Elevations, Interior Elevations, Enlarged Plans, Reflected Ceiling Plan, Preliminary Finish Plans
 - iv. Mechanical, Electrical, and Technology Demolition Plans, Floor Plans and Preliminary Schedules.
 - c. Produce Outline Specifications for each discipline.
3. Cost Estimating: ETHOS will work with a local contractor to provide a Cost Estimates after the 100% SD deadline and 100% DD deadline.
4. Construction Documents: : Will include all of the drawings listed in Design Development, plus the following drawings and specifications for competitive bidding:
 - a. Complete Construction Documents for the following Disciplines:
 - i. Site Design, Civil Engineering Drawings
 - ii. Architecture and Interior Design
 - iii. Structural Engineering
 - iv. Mechanical, Controls, Plumbing
 - v. Electrical and Lighting
 - vi. IT, Access Control, Security, A/V
 - b. Complete Specifications for all disciplines listed above.
5. Bidding Phase: This project will be publicly bid. ETHOS will led the process of issuing the bid documents. We assume the Owner will award a single prime contract for Construction to a General Contractor for the City Hall.
 - a. Prepare and Issue Bid Documents (drawings and specs) for Construction.
 - b. Schedule and conduct a pre-bid meeting for all Contractors
 - c. Issue Addenda as required
 - d. Bid Date: Receive Bids from Contractors.
 - e. Evaluate Bids, make recommendation to Owner for awarding the project to lowest responsible bidder.
 - f. Issue Contracts between Owner and General Contractor

6. Construction Phase: These services will be provided during construction.
 - c. Review and Return Contractor Submittals and Shop Drawings
 - d. Respond to RFI's, issue ASI's as required
 - e. Attend Construction Meetings, typically held every other week
 - f. Conduct Site Observations every other week
 - g. Review / Certify Contractor Pay Requests
 - h. Schedule and Conduct Final Punch List
 - i. Review Contractor prepared Operation and Maintenance Manuals and Warranties
 - j. Schedule 11 month warranty walk-through

DELIVERABLES:

1. Site Design / Civil Engineering Drawings & Specs for bidding:
 - a. Site Dimension Plan / Site Layout Plan for areas of new work.
 - b. Site Utility Design for areas of new work if needed. SUDAS Specs
 - c. Site Landscape Plan
 - d. Site Details as needed.
2. Architecture:
 - a. Code review / Code plan
 - b. Demolition Plan
 - c. Floor plans, Roof Plans, Ceiling Plans
 - d. Exterior Elevations, Interior Elevations, Building Sections
 - e. Construction Details, Door / Window Schedules
 - f. Finish plan / Finish schedule
3. Structural Engineering Deliverables
 - a. Foundation Plan
 - b. Framing Plan
 - c. Structural Details and Calculations
4. Deliverables for Mechanical, Plumbing, Electrical, Lighting and Technology
 - a. Electrical drawings, diagrams and schedules
 - b. Mechanical drawings, diagrams and schedules
 - c. Plumbing drawings, diagrams and schedules
 - d. Fire Sprinkler drawings and diagrams
 - e. Security and Technology drawings, diagrams and schedules
5. Project Manual / specs for all disciplines above.

PROJECT TEAM:

1. **Architecture & Interior Design: ETHOS Design Group, Inc.**
 - a. Project Manager / Architect: Chris Carotta, Associate AIA
 - b. Production Designer: Ryan Mudge
 - c. Interior Designer: Alexis Hart
 - d. Principal Architect: Dana Pedersen, AIA, NCARB
2. **MEP Engineering: Modus Engineering**
3. **Structural Engineering: KPFF Consulting Engineers**
4. **Civil Engineering and Landscape Architect: Bolton and Menk, Inc.**

RESPONSIBILITIES OF THE OWNER:

1. To be available for regular meetings with your Architect and Design Team, coordinating meeting schedules with your Project Manager.
2. To review and provide input on the final design plans in a timely manner.
3. Make payments for services within 30 days of receiving an invoice.

EXCLUSIONS: Services not included in this Proposal / Provided by Others:

1. **Geotechnical Exploration (Soil Borings):** Not included and are required by code to be contracted by Owner. Soil Borings will be required for Structural Engineering of Footings. ETHOS Design Group will assist the owner with procurement of these services.
2. **Site Survey:** Not included in our lump sum fee. However Bolton and Menk has provided a separate fee for performing the necessary Site Survey. This would be contracted with the City directly.
3. **Special Inspections during Construction:** Are required by code to be contracted by Owner.
 - a. ETHOS Design Group will assist the Owner with procurement of Special Inspections.
4. **Extensive or destructive on-site field investigation:** Not included
5. **Kitchen Equipment Selection or Procurement:** ETHOS Design Group will assist the owner with selecting a vendor during schematic design to evaluate kitchen equipment options.
6. **Furniture Selection or Procurement:** These services can be provided hourly if requested. ETHOS Design Group will assist the owner with selecting a furniture vendor.
7. **Signage:** Typical room signage is included in our services. For any additional signage, we will assist the owner in finding a vendor that can provide signage design.
8. **3D Renderings / Animations:** Not included.
9. **Acoustical Analysis:** Not required for this project
10. **Asbestos Testing & Abatement:** ETHOS can assist with procurement of asbestos testing proposals for your project, but the contract for testing and abatement will be held directly by the Owner.
11. **Record Documents:** Typically provided as part of the construction contract by the contractor.
12. **Construction Staking:** Typically provided as part of the construction contract. The contractor can engage Bolton and Menk to provide these services.
13. **Additional Services** (those not listed in this proposal) will be provided only if requested and approved by the Owner, billed at hourly rates listed below.

SCHEDULE OF DESIGN ACTIVITIES:

It is our understanding that the Owner would like to proceed with these design services as soon as possible. Commencement of work will begin as soon as we receive a signed proposal. Please see attached Work Plan which identifies our detailed Schedule of Design Activities:

November 21, 2022	Project award by City Council
November 28, 2022 – January 20, 2023	Schematic Design
January 20, 2023 – February 10, 2023	Cost Estimating
February 10, 2023– April 14, 2023	Design Development
April 14, 2023 – May 5, 2023	Cost Estimating
May 5, 2023 – June 29, 2023	Construction Documents
June 29, 2023 – July 27, 2023	Bidding and Negotiations
August 2023 – May 2024	Construction, Estimated 10 months

COST OF PROFESSIONAL SERVICES:

ETHOS Design Group will provide the services listed above on a **LUMP SUM FEE***, per the Rates listed below, plus reimbursable expenses. Reimbursable expenses consist of travel or mileage to / from the site billed at \$0.585 cents per mile, & meals will be billed at cost, printing costs for drawings and specifications during various phases of the project (including printed sets for bidders), and fees for all permits, required submittals, and contract fees. Labor and expenses are billed on a monthly basis and payable within 30 days of receipt.

City of Newton: Westwood Golf Course New Clubhouse		
Design Fees		
Fee Worksheet by Discipline	Company	Total Fee
Architecture, Interior Design	ETHOS Design Group	\$139,235
MEPT Engineering: HVAC, Electrical, Lighting	Modus Engineering	\$19,800
Civil Engineering and Landscape Architecture	Bolton and Menk	\$43,500
Structural Engineering	KPFF, Inc	\$12,000
Cost Estimating	Local GC	\$6,000
Total Design Services Fee (Lump Sum)		\$220,535
HOURLY Construction Administration: Civil and Landscape Architecture (Bolton and Menk)	Estimated	\$15,000
SITE SURVEY (Bolton and Menk): Contracted separately, directly with the City		\$5,000
Furniture Selection: Not Included, but can be provided hourly if needed.		
* Reimbursable Expenses include Travel to / from Project Site, Meals, and Printing Costs during the design phase of the project, and printing and plan room for Construction Documents.		

FORM OF CONTRACT:

Upon receipt of a signed proposal from you (this document), we will provide the following form of contract: **AIA B101 – 2017, Standard form of agreement between Owner and Architect** for building design and construction contract administration. The AIA B101 – 2017 is typically used in conjunction with the **AIA A201 – 2017, General Conditions of the Contract for Construction**. This AIA agreement, with this proposal attached, will be the basis of contract for this project.

LIMITATION OF LIABILITY:

ETHOS Design Group carries professional liability insurance for errors and omissions and we maintain this coverage for the duration of your project. We will provide the Owner with a copy of our Professional Liability Insurance with the AIA Agreement. Our professional liability insurance policy provides coverage provides a \$2M per claim / \$2m per project. Our coverage is consistent with the standard in our industry. In recognition of the relative risks, rewards and benefits of the project to the Owner, the Architect and the Contractor, the risks have been allocated so that the Owner and Contractor agree that, the Architect's total maximum out-of-pocket liability to the Owner and the Contractor or Construction Manager, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$2,500, or 50% of the amount of the Architect's total fee, whichever is less. Such causes, include, but are not limited to the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Thank you for your consideration of **ETHOS Design Group!** We will begin work as soon as we receive a signed proposal. Please let us know if you have any questions about this Proposal.

With passion, purpose and integrity,



Dana Pedersen, AIA, NCARB

Vice President | Principal Architect

ETHOS Design Group, Inc.

1615 SE Cortina Drive, Suite 101

Ankeny, IA 50021

Main Office: (515) 630-6350

Proposal Acceptance: Authorized Representative from the City of Newton

Printed Name & Title

Date

Signature

ETHOS Project Number: 2022.185

ETHOS Design Group, Inc.

2022 Hourly Rate Schedule:

<u>Title</u>	<u>Hourly Rate</u>
Principal Architect	\$ 175
Sr. Project Manager/Architect	\$ 140
Project Manager	\$ 120
Architectural Associate IV	\$ 110
Architectural Associate III	\$ 100
Architectural Associate II	\$ 90
Architectural Associate I	\$ 80
Interior Designer III	\$ 95
Interior Designer II	\$ 85
Interior Designer I	\$ 75
Architectural Technician III	\$ 95
Architectural Technician II	\$ 85
Architectural Technician I	\$ 75
Office Manager	\$ 95
Project Coordinator	\$ 85
Executive Assistant	\$ 75

2022 Mileage Rate: \$0.585 cents per mile

All Additional Services will be pre-approved by Owner

City of Newton: Westwood Golf Course New Club House								
Proposed Work Plan								
	Project Manager (Hours)	Production Manager (Hours)	Principal Arch (Hours)	Interior Designer (Hours)	Admin Support (Hours)	MEPT Engineers (Hours)	Civil Engineer and LA (Hours)	Structural Engineer (Hours)
Design Contract Awarded November 21st, 2022 at City Council Meeting								
Blue Highlight indicates Meetings with Owner	Start Date Below			Weeks		End Date Below		
Programming & Schematic Design	November 28, 2022			8		January 20, 2023		
	Contracts and Administration	4	0	4	0	8	0	0
	Local Comparable Facility Tours	8	8	6	6	0	0	8
	SD#1: Kickoff Meeting (Include Committee)	5	5	3	3	0	6	3
	Programming and Space Needs Meeting Prep	3	5	0	0	0	0	0
	SD#2: Programming and Space Needs Meeting; Site Needs	6	6	3	0	0	0	3
	Design Team Meeting	4	4	4	4	0	0	12
	SD#3: Kitchen Equipment Vendor Meeting	4	4	4	0	0	4	0
	SD#4: Site and Schematic Engineering	5	5	0	0	0	5	20
	SD and Floor Plan Development	10	30	0	0	0	0	0
	SD Review Meeting Prep	6	6	0	0	0	0	0
	SD#5: SD Review Meeting	5	5	4	0	0	0	0
	SD Pricing Set	10	40	0	0	0	0	10
	Send to GC for Cost Estimating	January 20, 2023			3		February 10, 2023	
	SD Cost Estimate	5	0	0	0	0	2	4
Design Development	SD#6: Cost Estimate Review Meeting	4	4	4	0	0	2	4
	Public Input Meeting	5	5	5	0	0	0	4
	Meeting Prep	4	8	0	0	0	0	4
	February 10, 2023			9		April 14, 2023		
	DD#1: Engineering Systems and Finishes 101	5	5	5	6	0	4	4
	Finishes Meeting Prep	2	2	0	16	0	0	0
	Code Review	20	0	0	0	0	2	4
	DD#2: Architectural Progress Review Meeting - Door Hardware, Millwork, Signage Review	6	6	0	6	0	0	0
	Finishes Sample Ordering / Research / Mtg Prep	2	2	0	24	0	0	0
	DD#3: 50% DD review Meeting - Site and Engineering Systems Review, Finishes Scheme Selection	6	6	0	6	0	4	6
	Drawing Development	20	100	0	30	0	15	40
	DD Specifications	5	0	12	0	0	2	6
	Design Team Meetings (every other week)	9	9	5	9	0	9	9
	Finishes Meeting: Finalize Selection	4	4	0	4	0	0	0
	DD#4: 100% DD Review Meeting	6	6	6	6	0	4	4
Construction Documents	Send to GC for Cost Estimating	April 14, 2023			3		May 5, 2023	
	DD Cost Estimate	10	0	0	0	0	4	5
	DD#5: DD Cost Estimate Review Meeting	4	4	4	0	0	4	4
	May 5, 2023			8		June 30, 2023		
	Pre-App Meeting with AHJ	4	4	0	0	0	2	4
	Drawing Development	30	200	0	80	0	20	30
	CD Specifications	10	0	30	8	5	5	0
	50% CD Review Meeting	6	6	5	0	0	4	4
	Comcheck and Code Wrap Up	4	8	0	0	0	2	0
	Site Submittal to City	0	6	0	0	0	0	15
	Quality Control Review	0	0	15	0	0	3	3
	90% CD Review Meeting	6	6	0	6	0	8	4
	Design Team Meetings (every other week)	8	8	4	8	0	16	9
	AHJ Submittal and Review Comments	5	10	10	0	0	2	12
	June 30, 2023			4		July 27, 2023		
Bidding & Negotiations	Send Documents to AHJ & Council for Bid Letting and Public Hearing	0	2	0	0	0	0	0
	Council Meeting (Public Hearing)	6	0	0	0	0	0	0
	Distribute Drawings	0	4	0	0	4	0	0
	Pre Bid Meeting	4	4	0	0	0	0	4
	Addendums and Substitutions	5	16	0	4	0	2	4
	Bid Opening and Bid Tab	2	4	4	0	0	0	0
	Council Meeting to Award Contract	4	0	0	0	0	0	0
	Contracts	4	0	2	0	8	0	0
Construction Administration	July 27, 2023			10 Months		April 30, 2023		
	Preconstruction Meeting	4	4	0	0	0	0	0
	Submittals	10	30	0	10	0	5	8
	Construction Meetings / Site Visits (every 2 weeks for approx. 10 months)	20	80	0	0	0	10	13
	City Council Meetings	20	0	0	0	0	0	0
	RFI's and ASI's	10	40	0	10	10	5	8
	Punch List	6	10	0	0	0	2	0
	Closeout Documents	6	5	0	0	12	0	0
	Pay Ap Review	0	10	0	0	0	0	0



Ankeny Office
1615 SE Cortina Dr #1C
Ankeny, IA 50021
515-630-6350

Decorah Office
222 W Water St
Decorah, IA 52101
563-568-8196

Spirit Lake Office
1325 Lake St
Spirit Lake, IA 51360
712-545-0542

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to the McCann Housing Associates, LP Property According to the Approved Development Agreement

Financial Impact:
\$35,215.53 property tax rebate from the McCann Urban Renewal TIF Fund

Report Number: 22-321

Date: November 21, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

The City of Newton entered into a development agreement in March of 2018 with McCann Housing Associates, LP on the property located at 1105 East 12th Street South within the McCann Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by McCann Housing Associates, LP in Fiscal year 22/23.

McCann Housing Associates, LP has provided documentation that the first half of the McCann Urban Renewal Area property taxes owed in 2022-23 in the amount of \$35,215.53 have been paid to the Jasper County Treasurer and are eligible for rebate.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to McCann Housing Associates, LP for the first half of the 22/23 property taxes.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
MCCANN HOUSING ASSOCIATES, LP PROPERTY LOCATED WITHIN
THE MCCANN URBAN RENEWAL AREA**

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

WHEREAS, a Development Agreement with McCann Housing Associates, LP was entered into in March of 2018 on the property located at 1105 East 12th Street South within the McCann Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 22-23, and

WHEREAS, the Developer has paid its property taxes for the first half of fiscal year 2022-2023 in the total amount of \$41,331 and is eligible to receive a 100% TIF rebate of \$35,215.53;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the Development Agreement with McCann Housing Associates, LP a property tax rebate for the first half of fiscal year 2022-2023 taxes in the amount of \$35,215.53 is hereby approved.

PASSED this 21st day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution approving a 28E agreement with the State of Iowa Alcoholic Beverage Division Supporting the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY23

Report Number: 22-322

Date: November 21, 2022

Summary: The Police Department will conduct compliance checks at local retailers that sell tobacco and alternative nicotine products.

Lead Department: Police Department

Financial Impact: None

Recommendation:
Approve

Background:

The Newton Police Department has, on an annual basis, entered into a 28E agreement with the Iowa Alcoholic Beverage Division in support of the I-Pledge program. The proposed agreement requires the Police Department to perform one compliance check on each tobacco retailer within our jurisdiction, with a second check on those found to be noncompliant at the first check. In return for this enforcement activity Police Department will be paid \$75.00 for each compliance check.

Recommendation:

To approve the 28E agreement with the State of Iowa Alcoholic Beverages Division for the participation in the I-Pledge program.

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

Matt Muckler
City Administrator

Attachment

RESOLUTION NO. 2022- _____

**RESOLUTION APPROVING A 28E AGREEMENT WITH THE STATE OF IOWA
ALCOHOLIC BEVERAGE DIVISION SUPPORTING THE I-PLEDGE
TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT
ENFORCEMENT PROGRAM FOR FY23**

WHEREAS, The Newton Police Department has previously been a party to a 28E agreement with the State of Iowa Alcoholic Beverages Division to participate in the I-Pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY23; and

WHEREAS, In an effort to combat the illegal use and negative health effects of nicotine products the Police Department seeks to continue participating in the I-Pledge program, which provides funding for tobacco compliance checks within the City, and

WHEREAS, The Police Department is paid \$75.00 for each compliance check that is completed within the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the 28E agreement with the State of Iowa Alcoholic Beverage Division for the participation in the I-Pledge program is hereby approved.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Newton Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Health and Human Services to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Newton Police Department
101 W. 4th Street S., Newton, Iowa 50208

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2023, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2022.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2023**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2022 business year, but not before October 1, 2022. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2022 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2023**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2023**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.
- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.2 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.3 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative

nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

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

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2022** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

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

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

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

SECTION 10. TERMINATION.

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

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

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

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Robert Burdess
Newton Police Department
101 W. 4th Street S.
Newton, Iowa 50208
Email: robb@newtongov.org

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

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

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

SECTION 14. EXECUTION.

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

By Alcoholic Beverages Division

DeMario A. Luttrell
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Newton

City of Newton Council Report

**Item:**

Resolution for the City of Newton to retain Liebl Marketing Group services for marketing management services.

Report Number: 22-323

Date:

November 21, 2022

Summary:

The City of Newton has retained the services of Liebl Marketing Group for media buying, agency of record status, and creative services to assist the Community Marketing Manager and the City's marketing efforts. This resolution would extend these services through December 31, 2023.

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

\$4,500

Background:

In May 2018, the City of Newton retained the services of Liebl Marketing Group (LMG). Over the years, the partnership has led to campaigns that showcase Newton as a place to live, work and play. The City has also worked with LMG on several successful radio campaigns for retail and housing that have aired on regional radio stations as well as online services such as Spotify.

Staff would like to continue to retain the services of LMG for assistance in development of marketing program and creative ideation, copywriting services, research and planning, marketing proposal development, media buying and campaign oversight, radio commercial production, agency representation and vendor management. Liebl LMG has again offered these marketing management services at a reduced price of \$375/month (billed quarterly – a 29% discount on their standard monthly retainer) through December 31, 2023.

Recommendation:

Staff recommends extending the marketing management services agreement with LMG through December 31, 2023.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022– _____

**RESOLUTION TO RETAIN LIEBL MARKETING GROUP SERVICES FOR
MARKETING MANAGEMENT SERVICES.**

WHEREAS, the City’s Comprehensive Plan calls for the City to create a unique identity and build a new community brand; and

WHEREAS, the City’s Comprehensive Plan calls for the City to build the “Newton Brand” through coordinated public and private marketing efforts, and

WHEREAS, on February 17, 2014, Newton City Council adopted “Get to Know Newton” as the official City of Newton brand, and

WHEREAS, the Community Marketing Manager has been tasked with promoting the Newton brand, attractions, economic development, and community as a whole, and

WHEREAS, Liebl Marketing Group is a full-service marketing and media agency in serving the needs of middle-marketing businesses in all aspects of marketing, branding, and advertising needs,

WHEREAS, the Community Marketing Manager works closely with Liebl Marketing Group for media buying, radio commercial production, video production, agency representation, vendor manager management,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the City of Newton hereby authorizes City Staff to retain Liebl Marketing Group for marketing management services for \$375/month or \$4,500/year through December 31, 2023.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton

Marketing Management Services (2023 Renewal)

This document outlines renewal of Marketing Management Services for the City of Newton, for calendar year 2023. We have enjoyed our relationship with the City and consider it our privilege to work with City leaders and continue to represent the City's marketing efforts. The 2023 Marketing Management Services will renew at a 29% discount of our standard monthly retainer. Services, though not limited to the list below, will include:

- Copywriting, Content + Creative Ideation
- Audio Commercial / Services Production
- Agency of Record Status
- Marketing plan development and oversight
- Strategy and Planning
- Commercial Marketing and Media Buying
- Digital Marketing Services (Creative, Placement)
- Vendor Management and fulfillment

- **\$375/month** for LMG Marketing Management Services | **(Billed Quarterly)**

Thank you for the continued trust and opportunity to work with the City of Newton.

Accepted For **City of Newton | 2023 Renewal**

_____ Date: ____/____/____

_____ Printed Name

City of Newton Council Report

Item: A resolution setting a public hearing for the sale of City-owned property at 1312 East 6th Street South, Newton, Jasper County, Iowa

Summary: Action to set a public hearing.

Financial Impact: No cost.



Report Number: 22-324

Date: November 21, 2022

Lead Department:
Community Development

Recommendation:
Approve

Summary: The City of Newton has acquired the subject property through the Newton D&D program.

There has been expressed interest in the property for the construction of a new home.

This resolution sets a public hearing for December 19, 2022 to act on a possible purchase/redevelopment agreement.

Offers must be received by 10:00 AM on December 9, 2022 to be considered.

Recommendation:

City Staff recommends approval.

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 SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED
PROPERTY AT 1312 EAST 6TH STREET SOUTH, NEWTON, JASPER COUNTY,
IOWA**

WHEREAS, the City of Newton owns a property located at

1312 East 6th Street South, legally described as: LOT 14 OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY IOWA, ALSO KNOWN AS "LISTER'S ACRES", AS APPEARS IN PLAT BOOK D PAGE 7 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

WHEREAS, it is necessary to hold a public hearing prior to acting upon a purchase/redevelopment agreement for said property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on December 19, 2022 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on December 19, 2022, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property 1312 East 6th Street South, Newton, Jasper County, Iowa, legally described as: LOT 14 OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY IOWA, ALSO KNOWN AS "LISTER'S ACRES", AS APPEARS IN PLAT BOOK D PAGE 7 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. Offers shall be submitted by 10:00 a.m. on December 9, 2022, to the Newton Community Development Department; 403 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

Section 2: That following the Public Hearing, City Council may select the proposal which is in the best interest of the City Newton.

PASSED this _____ day of November, 2022

APPROVED this _____ day of November, 2022

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution appointing Engineering Tech III and Engineering Tech trainee to serve on the Heart of Iowa Regional Transit Agency, Transportation Advisory Group.

Summary: Member governments are required to annually appointment or renew representatives to (HIRTA), the Transportation Advisory Group (TAG).

Financial Impact: None



Report Number: 22-325

Date: November 21, 2022

Lead Department: Public Works

Recommendation: Approve

Background:

The City of Newton is a member of the Heart of Iowa Regional Transit Agency (HIRTA) region and a voting member of Transportation Advisory Group (TAG).

The TAG acts as a liaison between local communities, business representatives, agency representatives and HIRTA. The TAG provides local and regional input regarding transportation issues important to the region and included in the HIRTA strategic plan.

Annually, HIRTA requests that its member governments appoint or renew representatives to Transportation Advisory Group (TAG). The proposal is to have Engineering Tech III Joe Grife serve as the City's primary representative to the TAG, and Engineering Tech Trainee Brandon Schakel to have serve as the alternate representative.

Recommendation:

Approval of the resolution appointing TAG representatives.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPOINTING THE ENGINEERING TECH III AND
ENGINEERING TECH TRAINEE TO SERVE ON THE HEART OF IOWA
REGIONAL TRANSIT AGENCY, TRANSPORTATION ADVISORY
GROUP**

WHEREAS, The Heart of Iowa Regional Transit Agency, HIRTA, is the State designated transit system for the counties of Boone, Dallas, Jasper, Madison, Marion, Story and Warren; and

WHEREAS, One of the outreach efforts, is facilitating a Transportation Advisory Group (TAG) in each of the counties; and

WHEREAS, the success of a TAG is dependent upon having dedicated and engaged members willing and able to commit to a minimum of 2 meetings per year.

WHEREAS, The TAG acts as a liaison between local communities, business representatives, agency representatives and HIRTA; and

WHEREAS, The TAG provides local and regional input regarding transportation issues important to the region and included in the HIRTA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Engineering Tech III Joe Grife is designated as the representative to the HIRTA, TAG and that Engineering Tech Trainee Brandon Schakel is designated as the alternate representative to the HIRTA, TAG.

PASSED this _____ day of November 2022.

APPROVED this _____ day of November 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution awarding bid for the cropland lease for the 2023-2025 growing seasons at the Newton Sanitary Landfill.

Summary: Award of contract to Jacob Van Manen for the Newton Sanitary Landfill cropland lease.

Financial Impact: Positive annual impact on the Landfill Fund in the amount of \$34,170.00.

Report Number: 22-326

Date: November 21, 2022

Lead Department:
Public Works

Recommendation:
Approve

BACKGROUND

Newton Sanitary Landfill has cropland for lease that is part of the future horizontal expansion of the landfill that consists of 102 acres located at the south end of the landfill; the lease will be for 3 years. Bids were sent out to the public through public notice as well as a list of bidders from previous contracts. A 3-year contract allows for landfill operations to evaluate their needs for a barrow area, and assists the tenant with preparing the land for crop production.

The following bids were obtained for one (1) parcel of available cropland for the 2023-2025 growing season (3-year lease):

<u>Landfill (Area E)</u>	<u>Per acre bid</u>	<u>Annual Lease Amount</u>
Jacob Van Manen	\$335.00/acre	\$34,170.00
Dean Van Kooten	\$332.00/acre	\$33,864.00
Terpstra Farms	\$313.72/acre	\$32,000.00
Van Maanen Land	\$313.00/acre	\$31,926.00
Spencer Udelhoven	\$311.00/acre	\$31,722.00
Dan Van Gilst	\$305.00/acre	\$31,110.00
Ryan Van Maanen	\$305.00/acre	\$30,600.00
Matt Guy	\$300.00/acre	\$27,440.00
Lisk Farms Inc.	\$280.00/acre	\$28,560.00

RECOMMENDATION

City Council approve the cropland lease agreement with Jacob Van Manen of Kellogg, Iowa for the Sanitary Landfill cropland lease, in the amount of \$34,170.00 per year.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION AWARDING BID FOR THE CROPLAND LEASE FOR THE 2023-2025
GROWING SEASONS AT THE NEWTON SANITARY LANDFILL**

WHEREAS, the City of Newton obtained sealed bids for leasing available cropland at the Newton Sanitary Landfill for the 2023-2025 growing seasons and;

WHEREAS, Jacob Van Manen of Kellogg, Iowa was the highest responsive bidder for 102 acres located at the Newton Sanitary Landfill with a bid of \$34,170.00 per year and;

WHEREAS, City staff recommends that the City of Newton award a 3-year lease contract to Jacob Van Manen of Kellogg, Iowa in the amount of \$34,170.00 per year for 102 acres located at the Newton Sanitary Landfill.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, the bid of Jacob Van Manen of Kellogg, Iowa, in the amount of thirty-four thousand one hundred seventy dollars and zero cents (\$34,170.00) for the Newton Sanitary Landfill cropland lease be accepted.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that that the Mayor and City Clerk are authorized to sign the Newton Sanitary Landfill cropland lease agreement with Jacob Van Manen of Kellogg, Iowa.

PASSED this _____ day of _____ 2022.

APPROVED this _____ day of _____ 2022.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

CONTRACT DATE: November 21, 2022

NEWTON SANITARY LANDFILL CROPLAND LEASE CONTRACT

THIS LEASE CONTRACT, made and entered into at Newton, Iowa this _____ day of _____, by and between the City of Newton by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and _____, hereinafter called the "TENANT."

WITNESSETH:

This Lease Contract, made and entered into _____, 2022, by and between the City of Newton, Iowa, a municipal corporation, hereinafter referred to as City, and Jacob Van Manen, hereinafter referred to as the TENANT, WITNESSETH:

WHEREAS, the City owns certain real estate in Jasper County, Iowa, known by all as the Newton Sanitary Landfill, and

WHEREAS, the City desires to lease to the TENANT, for agricultural purposes, the part of this land not used for sanitary landfill purposes.

NOW, THEREFORE, for the consideration set forth in this Agreement, which the TENANT hereby promises and agrees to pay, the City does hereby lease to the TENANT the cropland located at the Sanitary Landfill which cropland is a part of the following described property shown on the attached 2022 Cropland Lease Map, Newton Sanitary Landfill.

The TENANT to have and hold said property during the time of this lease on the following terms and conditions:

1. The TENANT hereby promises and agrees to pay the City an annual sum of \$335.00 per acre for the term of this lease. For the purposes of this lease the area of land shall be considered One Hundred and Two (102) acres, making the total annual consideration for this lease \$34,170.00 (thirty-four thousand one hundred seventy and zero cents). Said annual amount shall be paid in two equal installments, the first on or before May 1st and the second on or before September 1st. Payment shall be submitted to the City of Newton at the Public Works Office, 403 W 4th St N, Suite 501, Newton, Iowa.
2. The TENANT shall be entitled to the total crop income from said property and shall pay all expenses incurred toward raising, harvesting, storing, and marketing said crop.
3. It is expressly understood that the use of this property by the TENANT is restricted to agricultural crops and no livestock shall be kept upon the premises. It is further understood that the crop operation must at all times be conducted so as not to interfere with the safety of operations at the Sanitary Landfill and to this end it is agreed that crops shall be grown only on those areas shown on the attached 2022 Cropland Lease Map, Newton Sanitary Landfill. The 2022 Cropland Lease Map, Newton Sanitary Landfill attached hereto shows the crop locations in relation to the current landfill area.
4. The TENANT agrees to defend, indemnify and hold the City harmless from each and every claim and demand, of whatever nature made on behalf of or by any person or persons for any alleged act or alleged failure to act by TENANT, its agents, contractors, servants and employees and from all loss and damage by reason thereof.
5. If LANDLORD is unable with due diligence to give TENANT Possession at the beginning of the term hereof, the cash rent only shall be rebated on a pro rata basis as to time, until possession can be delivered, which rebated cash rental shall be accepted by TENANT as full settlement of all damages occasioned by said delay; and if possession cannot be delivered within 15 days after the beginning of the said term either LANDLORD or TENANT may thereupon terminate this lease by giving the other party notice of such termination. Should the City with its operations enter on cropland for maintenance or construction operations, City will be required to pay tenant for crop damages.
6. This agreement shall be subordinate to the provisions of any existing or future agreement between the City and the Iowa Department of Natural Resources relative to the operation or maintenance of

(CONT. CONTRACT) NEWTON SANITARY LANDFILL CROPLAND LEASE CONTRACT

the Sanitary Landfill, the execution of which has been or may be required as a condition precedent to the expenditure of funds for the development of the Sanitary Landfill.

7. The TENANT acknowledges the property described herein may be subject to sludge application at the City's discretion.
8. The TENANT agrees to make, if necessary, preparations for planting in and along waterway improvements or tree removal in said waterways.
9. This agreement shall be in effect for the 2023-2025 growing season. Tenant acknowledges and agrees to the automatic termination of this lease on December 31, 2025 and hereby waives any statutory notices otherwise required.

NEWTON SANITARY LANDFILL CROPLAND LEASE CONTRACT

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

Jacob Van Manen
2821 Ivory Street
Kellogg, Iowa 50135

By _____
Michael L. Hansen, Mayor

TENANT

(Seal)
ATTEST:

By _____
Signature

Katrina Davis, City Clerk

Title

Street Address

City, State, Zip Code

Telephone

(CONT. CONTRACT) NEWTON SANITARY LANDFILL CROPLAND LEASE CONTRACT

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

City of Newton Council Report

Item:

Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Library Roof Replacement Project.

Summary:

Accept plans and order bids for the Newton Library Roof Replacement Project.

Financial Impact:

None with this initial council action.



Report Number: 22-327

Date:

November 21, 2022

Lead Department: Library

Recommendation:

Approve

Background:

The Newton Public Library Roof is over 30 years old, is leaking in numerous areas throughout the building, and is in critical condition. The degradation of the current roof puts the library collection in danger of damage and increases the potential for mold accumulation in the attic putting staff and the public at risk. The signature color of the metal roof is known throughout the county therefore it will stay the "blue roof" and be replaced with a new, better insulated, blue metal roof. Replacement of the roof will cease the damaging leaks, increase energy efficiency, and safeguard the library's collection for another 30+ years.

With the plans and specifications for the project having been prepared by Studio Melee, the project is ready to be placed out for bid. Scope of the project includes a full roofing replacement at the Newton Public Library building in Newton, Iowa. Tear off and replacement of approximately 22,500 SF of existing standing-seam metal & membrane roofing systems. New roofing systems will include Architectural standing-seam metal & membrane roofing systems. Removal and replacement will also include all associative metal copings, flashings, edgings, fascias, boots, soffits, cover board & rigid roof insulation, underlayments, and other accessories from the existing Newton Public Library building with new materials. Partial sheathing replacement is anticipated.

The proposed bid opening for the project will occur on December 9, 2022; and the public hearing to accept bids and award the work will take place at the regularly scheduled council meeting on December 19, 2022. The specified completion date of construction is September 29th, 2023.

The cost estimate for the project is \$900,000 The project will be paid for using \$200,000 from general fund bonding, \$481,500 from general bond reserves, \$18,500 from General Fund bonds (Rem. Balance), and \$200,000 from private (if needed).

The project has been approved to move forward by the Newton Public Library Board at their November 17th Board meeting.

Recommendation:

City staff recommends approval to accept the plans, set dates for the public hearing and bid opening, and obtain bids for the Newton Library Roof Replacement Project.

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 ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE NEWTON LIBRARY ROOF REPLACEMENT PROJECT.

WHEREAS, the Newton Public Library Roof is over 30 years old, is leaking in numerous areas throughout the building, and is in critical condition. The degradation of the current roof puts the library collection in danger of damage and increases the potential for mold accumulation in the attic putting staff and the public at risk; and

WHEREAS, Replacement of the roof will cease the damaging leaks, increase energy efficiency, and safeguard the library's collection for another 30+ years; and

WHEREAS, with the plans and specifications for the project having been prepared by Studio Melee, the project is ready to be placed out for bid; and

WHEREAS, the project has been approved to move forward by the Newton Public Library Board at their November 17th meeting; and

WHEREAS, this project includes a full roofing replacement at the Newton Public Library building in Newton, Iowa. Tear off and replacement of approximately 22,500 SF of existing standing-seam metal & membrane roofing systems. New roofing systems will include Architectural standing-seam metal & membrane roofing systems. Removal and replacement will also include all associative metal copings, flashings, edgings, fascias, boots, soffits, cover board & rigid roof insulation, underlayments, and other accessories from the existing Newton Public Library building with new materials. Partial sheathing replacement is anticipated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that the Newton Library Roof Replacement Project in the City of Newton, Iowa is hereby ordered to be advertised for bids. The cost estimate for the project is \$900,000 The project will be paid for using \$200,000 from general fund bonding, \$481,500 from general bond reserves, \$18,500 from General Fund bonds (Rem. Balance), and \$200,000 from private (if needed).

BE IT FURTHER RESOLVED, that the detailed plans and specifications as prepared by Studio Melee for the Newton Library Roof Replacement Project in the City of Newton, Iowa, and the form of contract and Advertisement for Bids and Notice of Hearing, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection; and

That the Clerk is hereby directed to advertise for bids for the construction of said improvements. Bids will be received and opened at the office of the Library Director at 10:00 am on the 9th day of December 2022. Thereupon the bids will be referred to the City Council for action upon said bids at a future meeting to be held at the Council Chambers, Newton, Iowa. Notice to Bidders is to be published not less than thirteen (13) calendar days nor more than forty five (45) days prior to the date fixed for said bid opening in the following: 1) a relevant contractor plan room service with statewide circulation, 2) a relevant construction lead generating service with statewide circulation and 3) the City of Newton website; and

That the Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of said improvements, which documents are now on file in the office of the Clerk, said hearing to be held at the Council Chambers in the City Hall, Newton, Iowa, on the 19th day of December 2022, at 6:00 pm, and that the City Clerk give notice of said hearing by publication once in a local legal newspaper, printed wholly in English language, not less than four (4) clear days nor more than twenty (20) days prior to the date fixed therefore.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acushnet Company	Golf	Supplies	\$ 859.76
Ag Express Electronics	Water Pollution Control	Service	\$ 225.00
Ag-Grow Plus Lawn Care	Airport	Service	\$ 168.54
Airgas USA LLC	Fire	Supplies	\$ 162.61
Alliant Energy/IPL	All	Utilities	\$ 32,527.48
Amazon Capital Services	All	Supplies	\$ 3,949.74
Barney's Services Inc	Fire	Service	\$ 290.00
Benson, Paige	Maytag Pool	Reimbursement	\$ 100.00
Bolton & Menk Inc	All	Service	\$ 7,312.50
Bound Tree Medical LLC	Fire	Supplies	\$ 1,698.21
Brick Gentry P.C.	Legal Services	Service	\$ 19,495.00
Brookwood Inc	All	Service	\$ 195.00
C. H. McGuinness Co Inc	Water Pollution Control	Service	\$ 8,490.00
Capitol II Theatre	Parks	Supplies	\$ 120.00
Cappy's Tire & Auto Service	Parks	Services	\$ 22.25
Card Services	All	Supplies	\$ 3,747.56
CCL Supply LLC	Water Pollution Control	Supplies	\$ 136.02
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 336.00
Central Iowa Sheds	Parks RESO 2022-272	Supplies	\$ 11,935.00
Christmas Done Bright	Parks	Supplies	\$ 7,799.26
Cintas	All	Supplies	\$ 653.11
Clapsaddle-Garber Assoc	Airport RESO 2020-111	Service	\$ 29,046.49
Computer Resource Specialists	Administration	Service	\$ 73.85
Con-Struct Inc	Airport RESO 2021-134	Service	\$ 36,756.02
Continental Research	Snow Removal	Supplies	\$ 504.71
D & K Products	Parks	Supplies	\$ 1,435.00
Dodd Trash Hauling & Recycling	Planning & Zoning	Services	\$ 780.00
Dorsey & Whitney LLP	All	Service	\$ 26,549.00
ESRI	Street	Subscription	\$ 1,500.00
EZ Lease	Water Pollution Control	Supplies	\$ 245.01
Fareway	Landfill	Supplies	\$ 13.00
Fastenal	Parks	Supplies	\$ 45.80
Forbes Office Solutions	All	Supplies	\$ 1,133.41
Galls LLC	Fire	Supplies	\$ 260.85
General Traffic Controls Inc	Traffic Control	Service	\$ 6,900.00
Gregg Young Auto Center	Police	Service	\$ 2,199.04
Hamilton Glass	Landfill	Service	\$ 225.00
Hawkeye Lock & Security	Police	Service	\$ 89.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,130.33
Hewitt Service Center	Water Pollution Control	Supplies	\$ 540.00
HLW Engineering Group	Landfill	Service	\$ 1,220.50
HQI	Parks	Supplies	\$ 1,082.42
Huffaker Garage Doors LLC	Water Pollution Control	Service	\$ 240.00
Hutchinson Salt Company	Snow Removal RESO 2022-133	Supplies	\$ 53,272.25
IMFOA Certification Review Committee	Finance	Certification	\$ 250.00
IMWCA	All	Service	\$ 23,096.00
Iowa Department of Transportation	Snow Removal	Supplies	\$ 3,534.48
Iowa DNR Land Quality Bureau	Golf	Supplies	\$ 115.00
Johnson Aviation	Airport	Reimb	\$ 48.14
Key Cooperative	All	Utility	\$ 12,829.18
Keystone Labs	Water Pollution Control	Service	\$ 4,486.75
Kiesler's Police Supply	Police	Supplies	\$ 7,440.95
Liebl Marketing Group	Police	Service	\$ 7,700.00

Magnum Automotive	Fire	Service	\$ 2,488.13
Manatts - D.M.	Street	Supplies	\$ 4,259.56
McCall Monument	Cemetery	Supplies	\$ 555.00
Mendez Foundation	Police	Supplies	\$ 404.92
MG Laundry Corporation	City Center	Service	\$ 85.85
Municipal Supply Inc	Landfill	Supplies	\$ 947.00
NAPA Auto Parts	All	Supplies	\$ 613.03
News Printing Company	All	Service	\$ 792.98
Newton Clinic	Fire	Service	\$ 93.65
Newton Rotary	Economic Development	Service	\$ 810.00
O'Halloran International	City Garage	Supplies	\$ 1,468.26
O'Reilly Auto Parts	Police	Supplies	\$ 6.59
Parkview Animal Hospital	Animal Control	Service	\$ 2,375.00
Performance Sign & Design	Police	Supplies	\$ 68.76
Pitney Bowes	All	Supplies	\$ 258.81
Premier Office Equipment	Police	Service	\$ 252.30
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	Fire	Supplies	\$ 159.84
Ray, Lillie	Maytag Pool	Reimbursement	\$ 100.00
Ray, Peyton	Maytag Pool	Reimbursement	\$ 100.00
Reeves Heating & Cooling	City Center/Fire	Service	\$ 771.62
Reliant Fire Apparatus Inc	Fire	Service	\$ 483.54
Riggs Printing Inc	Fire/Solid Waste	Supplies	\$ 2,282.50
Spahn & Rose Lumber Co	Parks/Street	Supplies	\$ 68.97
Sprayer Specialties Inc	Landfill	Supplies	\$ 80.86
Stivers Midwest Pro Upfitters	Police RESO 2022-028	Service	\$ 10,967.47
Streichers	Police	Supplies	\$ 1,690.00
Telrepco	Police	Supplies	\$ 190.00
Terracon Consultants Inc	North Central TIF	Service	\$ 4,245.00
Theisen's	All	Supplies	\$ 1,224.89
Thomas Bus Sales Inc	Parks	Supplies	\$ 200.00
Truck Equipment	Parks	Supplies	\$ 340.20
True Value Hardware	Parks	Supplies	\$ 145.29
Two Rivers Cooperative	All	Fuel	\$ 15,014.72
United Public Safety Inc	Police	Service	\$ 21.58
United States Cellular	All	Utilities	\$ 944.99
UnityPoint Clinic-Occupational	Parks/WPC	Service	\$ 84.00
Pathology Laboratory/UnityPoint Health	Police	Service	\$ 23.95
USABlueBook	Water Pollution Control	Supplies	\$ 1,821.46
Van Maanen Electric Inc	Tort Liability	Service	\$ 4,496.32
Warnick Mechanical	City Center/WPC	Service	\$ 2,195.60
Water Department	All	Utilities	\$ 11,182.63
YourMembership.com Inc	Police	Service	\$ 199.00
Z Marie's	Executive	Service	\$ 930.00
Zimco Supply Company	Golf	Supplies	\$ 1,231.25
Zoll	Fire	Supplies	\$ 1,656.98

Grand Totals:

\$ 405,797.72

Pre-Authorized Payments

AT & T Mobility	Landfill/Police	Utilities	\$ 1,065.01
Gregg Young Auto Center	Police RESO 2022-028	Vehicle	\$ 21,178.00
Newton Elite Properties	Tax Rebate RESO 2022-294	Rebate	\$ 5,180.35
Windstream	All	Utilities	\$ 1,831.79

Total

\$ 29,255.15

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 13,630.00
Bank Iowa	All	Insurance	\$ 5,220.00
Great Southern Bank	All	Insurance	\$ 290.00
Kabel	All	Insurance	\$ 50.00
Mutual of Omaha	All	Insurance	\$ 4,958.75
Great Southern Bank	Golf	Fees	\$ 1,353.48
Met Life Dental	All	Insurance	\$ 10,479.09
State of Iowa	General	Sales Tax	\$ 4,764.32
Wellmark BC/BS	All	Insurance	\$ 176,633.34
Total:			\$ 217,378.98

Newton Waterworks Disbursements 11-22-22

Vendor	Department	Description	Amount
ALLIANT ENERGY ACCOUNT PAYABLE	Waterworks	SERVICE	\$ 34,706.99
BLACK HILLS ENERGY	Waterworks	SERVICE	\$ 302.07
CITY OF NEWTON	Waterworks	SERVICE	\$ 4,878.83
DANIEL, JULLEEN WINTER & MATTHEW	Waterworks	REFUND	\$ 87.30
DICKINSON, CHASE	Waterworks	REFUND	\$ 65.00
DOTY, GREGORY METTLER & AUSTIN	Waterworks	REFUND	\$ 12.75
FARVER TRUE VALUE	Waterworks	SUPPLIES	\$ 4.99
GILA LLC	Waterworks	SUPPLIES	\$ 174.95
H & D SERVICES	Waterworks	SERVICE	\$ 2,102.10
HACH CHEMICAL COMPANY	Waterworks	SUPPLIES	\$ 96.17
HAWKEYE LOCK & SECURITY	Waterworks	SERVICE	\$ 186.00
HAWKINS INC	Waterworks	SERVICE	\$ 4,814.47
HOVDA, BETHANY	Waterworks	REFUND	\$ 65.00
IOWA DEPT. OF NATURAL RESOURCE	Waterworks	FEE	\$ 115.00
IOWA REGIONAL UTILITIES ASSOCIATION	Waterworks	SERVICE	\$ 1,025.57
IOWA RURAL WATER ASSOCIATION	Waterworks	DUES	\$ 225.00
JASPER CONSTRUCTION SERVICES	Waterworks	SUPPLIES	\$ 237.84
MICROBAC LABORATORIES, INC	Waterworks	SUPPLIES	\$ 247.75
MIDWEST ALARM SERVICES	Waterworks	SUPPLIES	\$ 606.46
MILLER, GENNY	Waterworks	REFUND	\$ 51.48
MISSISSIPPI LIME COMPANY	Waterworks	SUPPLIES	\$ 5,509.24
MUNICIPAL SUPPLY INC	Waterworks	SUPPLIES	\$ 618.65
NAPA AUTO PARTS	Waterworks	SERVICE	\$ 545.97
O'REILLY AUTO PARTS	Waterworks	SUPPLIES	\$ 8.99
RANDY'S LAWN CARE	Waterworks	SERVICE	\$ 350.00
RENAUD, TONY	Waterworks	REFUND	\$ 19.55
RIGGS PRINTING	Waterworks	SUPPLIES	\$ 710.00
SPAHN & ROSE LUMBER CO	Waterworks	SUPPLIES	\$ 22.40
STATE HYGIENIC LABORATORY	Waterworks	FEES	\$ 20.00
T/C TOWN COUNTRY SERVICES	Waterworks	SERVICE	\$ 380.00
TAYLOR, JON	Waterworks	SERVICES	\$ 52,945.21
THEISEN'S	Waterworks	SUPPLIES	\$ 21.43
TWO RIVERS COOPERATIVE	Waterworks	SUPPLIES	\$ 2,135.11
UTILITY EQUIPMENT CO	Waterworks	SUPPLIES	\$ 462.95
VAN MAANEN ELECTRIC, INC.	Waterworks	SERVICE	\$ 3,781.38
VISA	Waterworks	SUPPLIES	\$ 1,331.69
WALNUT CREEK RES. COOP	Waterworks	REFUND	\$ 739.88
WEST INC.	Waterworks	REFUND	\$ 3.05
WESTECH ENGINEERING, INC.	Waterworks	SUPPLIES	\$ 3,715.57
WEX BANK	Waterworks	FUEL	\$ 1,475.94
WINDSTREAM	Waterworks	SERVICE	\$ 1,234.39
ZIEGLER INC	Waterworks	SERVICE	\$ 770.74
TOTAL:			\$ 126,807.86

City of Newton Council Report

Item: An ordinance amending the Code of Ordinances, City of Newton, Iowa, Title XV Land Usage, by adding chapter 150.007 Entitled Abandoned and Unsafe Buildings.

Summary: In order to more effectively address nuisance and abandoned property in Newton, the City Attorney recommends adoption of State of Iowa Code Sections 657A.1-10 by reference.

Financial Impact: None.



Report Number: 22-328

Date: November 21, 2022

Lead Departments: Community Development Department

Recommendation:
Approve

As the City of Newton continues to improve neighborhoods through the D&D program, the Newton City Attorney advises formally adopting, by reference, State of Iowa Code Sections 657A.1-10.

The attached resolution accomplishes this end.

Recommendation: Staff recommends approval of the ordinance.

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

Matt Muckler
City Administrator
Attachments

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, TITLE XV LAND USAGE, BY ADDING CHAPTER 150.007 ENTITLED ABANDONED AND UNSAFE BUILDINGS.

WHEREAS, Chapter 657A of the Code of Iowa allows cities to take action against abandoned and/or unsafe buildings located in the City; and

WHEREAS, the City Council finds it in the best interest of the City to adopt an ordinance to allow the use of Sections 657A.1 through 657A.10 to be used in the City as one tool to address abandoned and/or unsafe buildings.

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

Section 1. The Code of Ordinances, City of Newton, Iowa Title XV, is hereby amended by adding the following new Chapter 150.007 entitled Abandoned and Unsafe Buildings, which shall read as follows:

150.007. APPLICABILITY. The City hereby adopts by reference Sections 657A.1 through 657A.10 of the Code of Iowa.

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

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

Section 4. Effective. This ordinance shall be effective on _____ 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED 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 _____, 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

CHAPTER 657A

ABANDONED OR UNSAFE BUILDINGS — ABATEMENT BY REHABILITATION

Referred to in [§6B.56, 446.7](#)

Nuisances in general, chapter 657

657A.1	Definitions.	657A.7	Priority of receiver's mortgage.
657A.1A	Preliminary inspection of building.	657A.8	Assessment of costs.
657A.2	Petition.	657A.9	Discharge of receiver.
657A.3	Interested persons — opportunity to abate public nuisance.	657A.10	Compensation and liability of receiver.
657A.4	Appointment of receiver.	657A.10A	Applicability.
657A.5	Determination of costs of abatement.	657A.10B	Petition by city for title to abandoned property.
657A.6	Powers and duties of receiver.	657A.10C	Petition for injunction.
657A.6A	Receiver — prohibited acts.	657A.11	Jurisdiction — remedies.
		657A.12	Indexing of petition.

657A.1 Definitions.

As used in [this chapter](#), unless context requires otherwise:

1. “Abandoned” or “abandonment” means that a building is vacant, or is occupied only by trespassers, and in violation of the housing code or building code of the city in which the property is located or the housing code or building code applicable in the county in which the property is located if outside the limits of a city.
2. “Abate” or “abatement” in connection with property means the removal or correction of hazardous conditions deemed to constitute a public nuisance or the making of improvements needed to effect a rehabilitation of the property consistent with maintaining safe and habitable conditions over the remaining useful life of the property. However, the closing or boarding up of a building or structure that is found to be a public nuisance is not an abatement of the nuisance.
3. “Building” means a building or structure, excluding a mobile home, a modular home, and a manufactured home as defined in [section 435.1](#), unless the mobile home or manufactured home has been converted to real estate pursuant to [section 435.26](#), located in a city or outside the limits of a city in a county, which is used or intended to be used for commercial or industrial purposes or which is used or intended to be used for residential purposes and includes a building or structure in which some floors may be used for retail stores, shops, salesrooms, markets, or similar commercial uses, or for offices, banks, civic administration activities, professional services, or similar business or civic uses, and other floors are used, designed, or intended to be used for residential purposes.
4. “Interested person” means an owner, mortgagee, lienholder, or other person that possesses an interest of record or an interest otherwise provable in property that becomes subject to the jurisdiction of the court pursuant to [this chapter](#), the city in which the property is located, the county in which the property is located if the property is located outside the limits of a city, and an applicant for the appointment as receiver pursuant to [this chapter](#).
5. “Neighboring landowner” means an owner of property which is located within five hundred feet of property that becomes subject to the jurisdiction of the court pursuant to [this chapter](#).
6. “Owner” includes a person who is purchasing property by land installment contract or under a duly executed purchase contract.
7. “Public nuisance” means a building that is a menace to the public health, welfare, or safety, or that is structurally unsafe, unsanitary, or not provided with adequate safe egress, or that constitutes a fire hazard, or is otherwise dangerous to human life, or that in relation to the existing use constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.
8. “Responsible building official” or “official” means the person appointed by the city or,

if the building is outside the limits of a city, the county, to enforce its building codes and regulations in general or to enforce [this chapter](#) in particular.

[85 Acts, ch 222, §1](#); [86 Acts, ch 1059, §1](#); [96 Acts, ch 1204, §27](#); [2015 Acts, ch 136, §49, 54, 55](#); [2019 Acts, ch 105, §3, 4](#)

Referred to in [§404.3B](#), [446.19B](#), [448.13](#)

Subsections 1 and 3 amended

NEW subsection 8

657A.1A Preliminary inspection of building.

1. No sooner than one hundred thirty-five days after a property has become vacant, a person, other than a governmental entity, may request that the responsible building official inspect the property and certify that a property is both abandoned and in need of abatement. The responsible building official may also initiate an inspection on the official's own initiative at any time.

2. If the responsible building official finds from an exterior view of the property, in addition to any other credible information that the official may have, that there is reasonable cause to believe that the property is abandoned and in need of abatement, the official shall schedule a date and time for an inspection of the property by the official. The person requesting the inspection shall provide written notice of the scheduled inspection by first class mail and certified mail to the owner and all interested persons at least twenty days before the inspection. The notice must state the date, time, and place of the inspection and state that unless the owner appears at the inspection to allow the responsible building official access to the interior of the property, the official, accompanied by the person serving notice and any interested persons appearing for the inspection, may enter the property to determine whether the property is abandoned and in need of abatement and, if so, to estimate the costs of abatement. The official may enter the property for an inspection, along with the person serving notice and any interested persons, if the owner is not present for the inspection. Upon request, the inspection may be rescheduled as needed. The responsible building official must obtain an administrative search warrant pursuant to [section 808.14](#) to enter any building to conduct an inspection pursuant to [this section](#).

3. The responsible building official's findings shall be in writing with copies provided to the person requesting the inspection, the owner, and all interested parties. The governmental entity employing the responsible building official may establish and charge a fee to cover the reasonable costs of the inspection, which shall be added to costs in an action under [this chapter](#).

4. Evidence that financial obligations in respect to a building, including but not limited to payments of a mortgage, bills, or property taxes, are currently met does not rebut a finding of abandonment if the property is substantially in need of abatement in an action filed under [section 657A.2](#).

[2019 Acts, ch 105, §5](#)

Referred to in [§631.1](#), [657A.2](#), [657A.8](#), [657A.10A](#), [657A.10B](#)

NEW section

657A.2 Petition.

1. No sooner than the latter of thirty days after provision of the responsible building official's findings under [section 657A.1A](#) and six months after a building has become abandoned, a petition for abatement under [this chapter](#) may be filed in the district court of the county in which the property is located by the city in which the property is located, by the county if the property is located outside the limits of a city, by a neighboring landowner, or by a duly organized nonprofit corporation which has as one of its goals the improvement of housing conditions in the county or city in which the property in question is located. The petition shall not demand a personal judgment against any party, but shall concern only the interests in the property. A petition for abatement filed under [this chapter](#) shall include the legal description of the real property upon which the public nuisance is located unless the public nuisance is not situated on or confined to a parcel of real property, or is portable or capable of being removed from the real property. Service shall be made on all interested persons by personal service or, if personal service cannot be made, by certified mail and

first class mail to the last known address of record of the interested person and by posting the notice in a conspicuous place on the building, or by publication. The last known address of record for the property owner shall be the address of record with the county treasurer of the county where the property is located. Service may also be made as provided in [section 654.4A](#).

2. If entering judgment, the court shall determine any issues at law, including issues relating to title, raised by the plaintiff or by a party in interest who has filed a motion or answer.

3. In any evidentiary hearing or motion in a proceeding under [this chapter](#), the written findings of the responsible building official relating to the condition of the building and other matters within the scope of [this chapter](#), if provided at least ten days before the hearing to all persons not in default, shall be accepted as evidence without prejudice to the right of any party to require the personal testimony of the responsible building official at the hearing.

4. If the court finds at a hearing pursuant to [this section](#) that the building is abandoned or is a public nuisance, the court may issue an injunction requiring the owner to correct any conditions that make such building a public nuisance, or issue another order that the court deems appropriate to address the public nuisance.

5. If the court finds at a hearing pursuant to [this section](#) that the building is abandoned, unless the court order establishes otherwise, the property shall be deemed continuously abandoned from the date the action is indexed pursuant to [section 617.10, subsection 1](#).

6. A property shall not be claimed as homestead pursuant to [chapter 561](#) on or after the date determined in [subsection 5](#).

7. In a proceeding under [this section](#), if the court determines the building is not abandoned, the court shall dismiss the petition and may require the petitioner to pay an interested party's reasonable attorney fees. An owner of the property who failed to appear for an inspection pursuant to [section 657A.1A](#) shall not be awarded attorney fees under [this section](#).

8. If a party to the action holds an interest in the property as a nominee, a fiduciary, or another representative capacity for a third party, or an underlying loan on the property is guaranteed by a third party, the party to the action may apply to the court for a stay of action, as it affects the party's interest, for a reasonable time to allow the party to obtain the appropriate authority, information, or instructions from or on behalf of the beneficiary or guarantor as related to the property interest or underlying loan.

[85 Acts, ch 222, §2; 87 Acts, ch 113, §1, 2; 96 Acts, ch 1204, §28; 2004 Acts, ch 1165, §9, 11; 2010 Acts, ch 1050, §10; 2019 Acts, ch 105, §6](#)

Referred to in [§655A.6, 657A.1A, 657A.7, 657A.10A, 657A.10B, 657A.10C](#)
Section stricken and rewritten

657A.3 Interested persons — opportunity to abate public nuisance.

1. Before appointing a receiver to perform work or to furnish material to abate a public nuisance under [this chapter](#), the court shall establish a date before which interested persons may file with the court written proof of intent and ability to promptly undertake the work required and to post security for the performance of the work. If no such written proof is filed by that date, the court may appoint a receiver pursuant to [subsection 3](#).

2. All amounts expended by the person toward abating the public nuisance are a lien on the property if the expenditures are approved in advance by a judge and if the person desires the lien. Unless an interested person has a contract with the owner providing for a different interest rate, the lien shall bear interest at the rate provided for judgments pursuant to [section 535.3](#), and shall be payable upon terms approved by the judge. If a certified copy of a court order approving the expenses and the terms of payment for the lien, and a description of the property in question, are filed of record within thirty days of the date of issuance of the order in the office of the county recorder of the county in which the property is located, the lien has the same priority as the mortgage of a receiver as provided in [section 657A.7](#).

3. If the court determines by the date established in [subsection 1](#) or at a hearing on the sufficiency of a timely filed rehabilitation plan that no interested person can undertake the work and furnish the materials required to abate the public nuisance, or if the court

determines at any time after the hearing that an interested person who is undertaking corrective work pursuant to [this section](#) cannot or will not proceed, or has not proceeded with due diligence, the court may appoint a receiver to take possession and control of the property. The receiver shall be appointed in the manner provided in [section 657A.4](#).

4. If the building is a historic building or is located in a designated historic district, the court shall give preference to an economically feasible rehabilitation plan that preserves the historical nature of the building.

5. Unless a receiver's mortgage provides for periodic payments, a notice, in lieu of the notice pursuant to [section 654.2D](#), shall also be served by ordinary or electronic mail informing all interested persons of the date certain for the maturity of the mortgage note, or the event triggering maturity of the mortgage note, and that on maturity the receiver's mortgage loan will be payable in full and the mortgagee may then commence foreclosure without further notice. A notice pursuant to [section 654.4B](#) shall also be served by ordinary or electronic mail on the owner of record of the property. The mortgagee shall not commence foreclosure of the mortgage until sixty calendar days have passed since the date of service of a notice under [this subsection](#).

[85 Acts, ch 222, §3; 2019 Acts, ch 105, §7](#)

Referred to in [§657A.4, 657A.10A, 657A.10B](#)

Section amended

657A.4 Appointment of receiver.

If after expiration of a date established pursuant to [section 657A.3, subsection 1](#), or a hearing pursuant to [section 657A.3](#), the court may appoint a receiver to take possession and control of the property in question. A person shall not be appointed as a receiver unless the person has first provided the court with a viable financial and construction plan for the rehabilitation of the property in question and has demonstrated the capacity and expertise to perform the required work in a satisfactory manner. The appointed receiver may be a financial institution that possesses an interest of record in the property, a nonprofit corporation that is duly organized and exists for the primary purpose of improving housing conditions in the county or city in which the property in question is located, or any person deemed qualified by the court. No part of the net earnings of a nonprofit corporation serving as a receiver under [this section](#) shall benefit a private shareholder or individual. Membership on the board of trustees of a nonprofit corporation does not constitute the holding of a public office or employment and is not an interest, either direct or indirect, in a contract or expenditure of money by a city or county. No member of a board of trustees of a nonprofit corporation appointed as receiver is disqualified from holding public office or employment, nor is a member required to forfeit public office or employment by reason of the membership on the board of trustees.

[85 Acts, ch 222, §4; 96 Acts, ch 1204, §29; 2019 Acts, ch 105, §8](#)

Referred to in [§657A.3, 657A.10A, 657A.10B](#)

Section amended

657A.5 Determination of costs of abatement.

1. Prior to ordering work or the furnishing of materials to abate a public nuisance under [this chapter](#), the court shall make all of the following findings:

- a. The estimated cost of the labor, materials, and financing required to abate the public nuisance.
 - b. The estimated income and expenses of the property after the furnishing of the materials and the completion of the repairs and improvements.
 - c. The need for and terms of financing for the performance of the work and the furnishing of the materials.
 - d. If repair and rehabilitation of the property are not found to be feasible, the cost of demolition of the property or the portions of the property that constitute the public nuisance.
2. Upon the written request of all the known interested persons to have the property or portions of the property demolished, the court may order the demolition. However,

demolition shall not be ordered unless the requesting persons have paid the costs of demolition, the costs of the receivership, and all notes and mortgages of the receivership.

[85 Acts, ch 222, §5](#)

Referred to in [§657A.10A](#), [657A.10B](#)

657A.6 Powers and duties of receiver.

Before proceeding with the receiver's duties, a receiver appointed by the court shall post a bond in an amount designated by the court. The court may empower the receiver to do the following:

1. Take possession and control of the property, operate and manage the property, establish and collect rents and income, lease and rent the property, and evict tenants. An existing housing or building ordinance violation does not restrict the receiver's authority pursuant to [this subsection](#).

2. Pay all expenses of operating and conserving the property, including but not limited to the cost of electricity, gas, water, sewerage, heating fuel, repairs and supplies, custodian services, taxes, assessments, and insurance premiums, and hire and pay reasonable compensation to a managing agent.

3. Pay prereceivership mortgages and other liens and installments of prereceivership mortgages and other liens.

4. Perform or enter into contracts for the performance of work and the furnishing of materials necessary to abate the public nuisance, and obtain financing for the abatement of the public nuisance.

5. Pursuant to court order, remove and dispose of personal property which is abandoned, stored, or otherwise located on the property, that creates a dangerous or unsafe condition or that constitutes a violation of housing or building regulations or ordinances.

6. Obtain mortgage insurance for a receiver's mortgage from an agency of the federal government.

7. Enter into agreements and take actions necessary to maintain and preserve the property and to comply with housing and building regulations and ordinances.

8. Give the custody of the property and the opportunity to abate the nuisance and operate the property to the owner or to a mortgagee or a lienholder of record.

9. Issue notes and secure the notes by mortgages bearing interest at the rate provided for judgments pursuant to [section 535.3](#), and any terms and conditions as approved by the court. The court may provide for a higher interest rate if the receiver has established to the satisfaction of the court that the receiver has sought financing from individuals and institutions willing to lend money for rehabilitation of property and that the terms proposed by the receiver are reasonable. When transferred by the receiver in return for valuable consideration including money, material, labor, or services, the notes issued by the receiver are freely transferable. If the receiver has notice that the mortgagee of the receiver's mortgage is contemplating a transfer of the mortgage, the receiver shall disclose such to the court in the application for approval of the mortgage.

[85 Acts, ch 222, §6; 2019 Acts, ch 105, §9](#)

Referred to in [§657A.8](#), [657A.10A](#), [657A.10B](#)

Subsection 9 amended

657A.6A Receiver — prohibited acts.

Notwithstanding [section 657A.10](#), it shall be unlawful, and a receiver may be held liable for actual damages as determined by a court, for entering a residential property that is not abandoned for the purpose of forcing, intimidating, harassing, or coercing a lawful occupant of the property to vacate in order to render the property vacant and abandoned, and it shall be unlawful to otherwise force, intimidate, harass, or coerce a lawful occupant of a residential property to vacate so the property may be deemed vacant and abandoned. A receiver who peacefully enters a property for the purpose of rendering the property vacant and abandoned shall be immune from liability if the receiver makes a good-faith effort to comply with [this](#)

[chapter](#) and all terms of any applicable mortgage, lease, or other agreement related to the occupancy of the building.

2019 Acts, ch 105, §10
Referred to in §657A.10A, 657A.10B
NEW section

657A.7 Priority of receiver's mortgage.

1. If the receiver's mortgage is filed of record in the office of the county recorder of the county in which the property is located within sixty days of the issuance of a secured note, the receiver's mortgage is a first lien upon the property and is superior to claims of the receiver and to all prior or subsequent liens and encumbrances except taxes and assessments, including taxes and assessments advanced by any mortgagee in the twelve-month period immediately preceding the date a petition is filed pursuant to [section 657A.2](#). Priority among the receiver's mortgages is determined by the order in which the mortgages are recorded.

2. The creation of a mortgage lien under [this chapter](#) prior to or superior to a mortgage of record at the time the receiver's mortgage lien was created does not disqualify a prior recorded mortgage as a legal investment.

3. If a mortgagee of the receiver's mortgage begins foreclosure procedures pursuant to [chapter 655A](#) and an interested party desires to pay off the mortgage loan, the interested party shall also pay the mortgagee's reasonable costs and attorney fees.

85 Acts, ch 222, §7; 2019 Acts, ch 105, §11, 12
Referred to in §657A.3, 657A.8, 657A.10A, 657A.10B
Subsection 1 amended
NEW subsection 3

657A.8 Assessment of costs.

The court may assess the costs and expenses set out in [section 657A.6, subsection 2](#), and may approve receiver's fees to the extent that the fees are not covered by the income from the property. The receiver shall pay the costs and reasonable attorney fees of a plaintiff who requested an inspection pursuant to [section 657A.1A](#) unless an interested party not in default who appeared for the inspection objects to the fees and costs in whole or in part. The court shall determine the merits of such objection. If the court finds that a neighboring landowner has pursued an action pursuant to this chapter in bad faith, the court may assess attorney fees against the neighboring landowner and may bar such neighboring landowner from filing future actions under [this chapter](#). If a foreclosure of the receiver's mortgage pursuant to [chapter 655A](#) is contemplated, the court may retain jurisdiction to determine the amount of attorney fees payable under [section 657A.7, subsection 3](#).

85 Acts, ch 222, §8; 2019 Acts, ch 105, §13
Referred to in §657A.10A, 657A.10B
Section amended

657A.9 Discharge of receiver.

The receiver may be discharged at any time in the discretion of the court. The receiver shall be discharged when all of the following have occurred:

1. The public nuisance has been abated.
2. The costs of the receivership have been paid.
3. Either all the receiver's notes and mortgages issued pursuant to [this chapter](#) have been paid, or all the holders of the notes and mortgages request in writing that the receiver be discharged.

85 Acts, ch 222, §9
Referred to in §657A.10A, 657A.10B

657A.10 Compensation and liability of receiver.

1. A receiver appointed under [this chapter](#) is entitled to receive fees and commissions in the same manner and to the same extent as receivers appointed in actions to foreclose mortgages.

2. The receiver appointed under [this chapter](#) is not civilly or criminally liable for actions pursuant to [this chapter](#) taken in good faith.

[85 Acts, ch 222, §10; 86 Acts, ch 1238, §27](#)

Referred to in [§657A.6A, 657A.10A, 657A.10B](#)

657A.10A Applicability.

1. The provisions of [sections 657A.1A through 657A.10](#) shall only apply to cities and counties that have, by ordinance, provided that the provisions shall apply.

2. The provisions of [sections 657A.1A through 657A.10](#) shall not apply to a house, barn, outbuilding, or other building or structure located on agricultural land. For purposes of [this subsection](#), “*agricultural land*” means land suitable for use in farming. For purposes of [this subsection](#), “*farming*” means the cultivation of land for the production of agricultural crops, the production of fruit or other horticultural crops, grazing, or the production of livestock.

[2019 Acts, ch 105, §15, 17](#)

Referred to in [§657A.10B](#)

Former [§657A.10A](#) transferred to [§657A.10B](#) pursuant to directive; [2019 Acts, ch 105, §17](#)

NEW section

657A.10B Petition by city for title to abandoned property.

1. *a.* In lieu of the procedures in [sections 657A.1A through 657A.10](#) and [657A.10A](#), a city in which a building that has been abandoned for at least six consecutive months is located may petition the court to enter judgment awarding title to the abandoned property to the city. A petition filed under [this section](#) shall include the legal description of the abandoned property. If more than one abandoned building is located on a parcel of real estate, the city may combine the actions into one petition. The owner of the building and grounds, mortgagees of record, lienholders of record, or other known persons who hold an interest in the property shall be named as respondents on the petition.

b. The petition shall be filed in the district court of the county in which the property is located. Service on the owner and any other named respondents shall be by personal service or certified mail or, if service cannot be made by either method, by posting the notice in a conspicuous place on the building and by publication in a newspaper of general circulation in the city. The action shall be in equity.

2. Not sooner than sixty days after the filing of the petition, the city may request a hearing on the petition.

3. In determining whether a property has been abandoned, the court shall consider the following for each building that is located on the property and named in the petition and the building grounds:

a. Whether any property taxes or special assessments on the property were delinquent at the time the petition was filed.

b. Whether any utilities are currently being provided to the property.

c. Whether the building is unoccupied by the owner or lessees or licensees of the owner.

d. Whether the building meets the city’s housing code as being fit for human habitation, occupancy, or use.

e. Whether the building meets the city’s building code as being fit for occupancy or use.

f. Whether the building is exposed to the elements such that deterioration of the building is occurring.

g. Whether the building is boarded up or otherwise secured from unauthorized entry.

h. Past efforts to rehabilitate the building and grounds.

i. Whether those claiming an interest in the property have, prior to the filing of the petition, demonstrated a good-faith effort to restore the property to productive use.

j. The presence of vermin, accumulation of debris, and uncut vegetation.

k. The effort expended by the petitioning city to maintain the building and grounds.

l. Past and current compliance with orders of the local housing or building code official.

m. Any other evidence the court deems relevant.

4. In lieu of the considerations in [subsection 3](#), if the city can establish to the court’s satisfaction that all parties with an interest in the property have received proper notice and either consented to the entry of an order awarding title to the property to the city or did not

make a good-faith effort to comply with the order of the local housing or building code official within sixty days after the filing of the petition, the court shall enter judgment against the respondents granting the city title to the property.

5. If the court determines that the property has been abandoned or that [subsection 4](#) applies, the court shall enter judgment and order awarding title to the city. The title awarded to the city shall be free and clear of any claims, liens, or encumbrances held by the respondents.

6. If a city files a petition under [subsection 1](#), naming the holder of a tax sale certificate of purchase for the property as a respondent, the city shall also file the petition, along with a verified statement declaring that the property identified in the petition contains an abandoned building, with the county treasurer. Upon receiving the petition and verified statement, the county treasurer shall make an entry in the county system canceling the sale of the property and shall refund the purchase money to the tax sale certificate holder.

[2004 Acts, ch 1165, §10, 11](#)

C2005, §657A.10A

[2010 Acts, ch 1050, §11, 12; 2013 Acts, ch 30, §261; 2015 Acts, ch 136, §50 – 55; 2019 Acts, ch 105, §14, 17](#)

C2020, §657A.10B

Referred to in [§448.13](#)

Section transferred from §657A.10A in Code 2020 pursuant to directive in 2019 Acts, ch 105, §17

Subsection 1, paragraph a amended

657A.10C Petition for injunction.

1. As an alternative to the remedies under [this chapter](#), a city, or a county if a property that is alleged to be a public nuisance is located outside the limits of a city, may petition the court for an injunction that requires the owner of the property to correct or eliminate the condition or violation causing the public nuisance. Service of the original notice shall be made as provided in [section 657A.2, subsection 1](#).

2. [This section](#) shall not apply to a house, barn, outbuilding, or other building or structure located on agricultural land. For purposes of [this subsection](#), “*agricultural land*” means land suitable for use in farming. For purposes of [this subsection](#), “*farming*” means the cultivation of land for the production of agricultural crops, the production of fruit or other horticultural crops, grazing, or the production of livestock.

[2019 Acts, ch 105, §16](#)

NEW section

657A.11 Jurisdiction — remedies.

1. An action pursuant to [this chapter](#) is exclusively within the jurisdiction of district judges as provided in [section 602.6202](#).

2. [This chapter](#) does not prevent a person from using other remedies or procedures to enforce building or housing ordinances or to correct or remove public nuisances.

[85 Acts, ch 222, §11](#)

657A.12 Indexing of petition.

1. When a petition affecting real property is filed by a governmental entity under [this chapter](#), the clerk of the district court shall index the petition pursuant to [section 617.10](#), if the legal description of the affected property is included in or attached to the petition.

2. After filing the petition with the clerk of the district court, the governmental entity shall also file the petition in the office of the county treasurer. The county treasurer shall include a notation of the pendency of the action in the county system, as defined in [section 445.1](#), until the judgment of the court is satisfied or until the action is dismissed. Pursuant to [section 446.7](#), an affected property that is subject to a pending action shall not be offered for sale by the county treasurer at a tax sale.

[2010 Acts, ch 1050, §13; 2016 Acts, ch 1011, §113](#)

City of Newton Council Report

Item: An ordinance vacating and disposing of the full width of the east-to-west South 10th Avenue West right-of-way located in the 1000 block of West 2nd Street South, City of Newton, Jasper County, Iowa.

Summary: The proposal is to vacate the street right-of-way and attach it to the abutting property on the south side.

Financial Impact: No Cost.



Report Number: 22-288

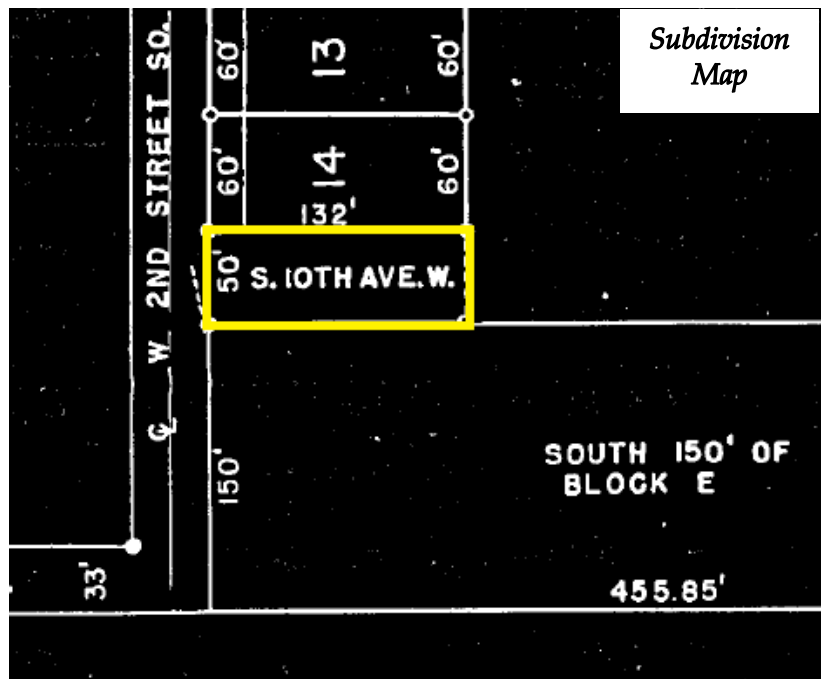
Date: October 24, 2022

Lead Department:
Community Development
Department

Recommendation:
Approve

Summary: The proposal is to vacate the full width of the east-to-west South 10th Avenue West street right-of-way located in the 1000 block of West 2nd Street South. The two abutting properties include a single family residence to the north and the Jasper County Armory/EOC to the south. The subject right-of-way was originally platted (1956) to serve as a future connection of South 10th Avenue West to extend eastward into land that is now wholly owned by Jasper County. The subject right-of-way to be vacated is indicated by a yellow outline on the aerial and subdivision maps below.

Given that the subject right-of-way was originally platted to serve as a future connection to the land to the east which is now wholly owned by Jasper County and has a City sewer line running through it, Staff recommends approval of the requested street right-of-way vacation. Public Works and Community Development staff find that this particular section of right-of-way 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 south.



Planning and Zoning Commission: At their meeting on October 4, 2022, the Planning and Zoning Commission unanimously approved a motion to recommend approval of the proposed South 10th Avenue West street right-of-way vacation and assign the full width of the right-of-way to the property adjacent and to the south.

Notice of Proposal: The abutting property owner received a letter notification via USPS mail in advance of the Planning and Zoning Commission meeting held on October 4, 2022 and the City Council meeting on October 17, 2022. Notice was also published in the Newton Daily News in advance of the October 4th Planning and Zoning Commission meeting on September 27th as well as in advance of the October 17th City Council meeting (published on October 11th).

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

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:
Jasper County, PO Box 944, Newton, Iowa 50208

ORDINANCE NO. _____

AN ORDINANCE VACATING AND DISPOSING OF THE FULL WIDTH OF THE SOUTH 10TH AVENUE WEST STREET RIGHT-OF-WAY LOCATED IN THE 1000 BLOCK OF WEST 2ND 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:

SOUTH 10th AVE WEST BETWEEN LOT 14 BLOCK 1 MANLEY SUBDIVISION AND THE SOUTH 150' OF BLOCK E IN THE SUBDIVISION OF THE W ½ OF THE SW ¼ OF SECTION 34 TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M. IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK E, AT PAGE 51 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:

Jasper County (PO Box 944, Newton, Iowa 50208): The full width of the east-west South 10th Avenue West right-of-way located on the east side of the 1000 block of West 2nd Street South as described above, 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 November 2022.

APPROVED this ____ day of November 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

City of Newton Council Report

**Item:**

Resolution authorizing the submittal of the Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

Report Number: 22-329

Date:

November 21, 2022

Summary:

Submit the required remediation report to the Iowa DNR seeking final project close-out.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

None with this action.

Background:

The City of Newton operated a manufactured gas plant near W 3rd St N and N 6th Ave W from 1911 to 1948. The manufactured gas plant used a gasometer, which is a large (30,000 cubic foot) underground vault. A byproduct from the manufactured gas process was a coal tar material. Records indicate that a small percentage of this coal tar material was disposed on site. Portions of the gas plant building were removed in the 1950's. The relief holder and gasometer remain underground on the site to this day. The remediation of each structure, as directed by the Iowa DNR, is the main focus of this project.

City Council passed Resolution 2021-236 on September 7, 2021 awarding a contract to Arrowhead Contracting of Lenexa, Kansas in the amount of \$679,880.00. Arrowhead Contracting has completed the remediation work, and City Council approved Resolution 2022-221 on August 1, 2022 accepting completion of said project.

Per the requirements of the Iowa DNR, a post-remediation report must be submitted that includes project activities, waste generated summaries, laboratory analysis of waste, waste disposal reports, and recommendations on moving forward. Said report has been prepared by the City's environmental engineers with Terracon of Des Moines, and staff has reviewed the report. Recommendations listed in the report include:

- Implement the final stages of the Land Recycling Program which covers the entire site.
- Seek a waiver from the previously anticipated two-year site monitoring requirements.
- Place an environmental covenant on the portion of the site most-impacted by past site activities and processes.
- Plug and abandon all remaining on-site monitoring wells per Iowa DNR requirements.
- Request for a "No Further Action" certificate from the Iowa DNR.

Recommendation:

City staff recommends approving this resolution authorizing the submittal of the Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

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 2022- _____

**RESOLUTION AUTHORIZING THE SUBMITTAL OF THE REMEDIATION REPORT
TO THE IOWA DNR FOLLOWING THE COMPLETION OF THE FORMER
MANUFACTURED GAS PLANT SITE 2021 REMEDIATION PROJECT.**

WHEREAS, the City of Newton operated a manufactured gas plant near W 3rd St N and N 6th Ave W from 1911 to 1948; and

WHEREAS, the relief holder and gasometer remained underground on the site into early 2022, and their remediation was directed by the Iowa DNR; and

WHEREAS, City Council passed Resolution 2021-236 on September 7, 2021 awarding a remediation contract to Arrowhead Contracting of Lenexa, Kansas in the amount of \$679,880.00; and

WHEREAS, Arrowhead Contracting has completed the remediation work, and City Council approved Resolution 2022-221 on August 1, 2022 accepting completion of said project; and

WHEREAS, per the requirements of the Iowa DNR, a post-remediation report must be submitted that includes project activities, waste generated summaries, laboratory analysis of waste, waste disposal reports, and recommendations on moving forward; and

WHEREAS, said report has been prepared by the City's environmental engineers with Terracon of Des Moines, and staff has reviewed the report; and

WHEREAS, recommendations listed in said report include:

- Implement the final stages of the Land Recycling Program which covers the entire site.
- Seek a waiver from the previously anticipated two-year site monitoring requirements.
- Place an environmental covenant on the portion of the site most-impacted by past site activities and processes.
- Plug and abandon all remaining on-site monitoring wells per Iowa DNR requirements.
- Request for a "No Further Action" certificate from the Iowa DNR

; and

WHEREAS, City staff recommends approving this resolution authorizing the submittal of the Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the Community Services Director is authorized to submit the required Remediation Report to the Iowa DNR following the completion of the Former Manufactured Gas Plant Site 2021 Remediation Project.

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution to create a Utilities Department and reorganize the Public Works and Administration Departments

Report Number: 22-330

Date:

November 21, 2022

Summary:

As the Newton Waterworks Board of Trustees has been dissolved and the City Council has assumed obligations of managing and controlling Newton WaterWorks, a reorganization of staff is necessary. This resolution would authorize moving WaterWorks Distribution and Treatment staff into a new Utilities Department and WaterWorks Administrative staff into the Administration Department.

Lead Department:

Administration

Recommendation:

Approve

Financial Impact:

No impact on the general fund. Creation of a new Utilities Director Position.

Background:

The voters of the City of Newton approved a public measure during a special election on September 13, 2022 that dissolved the Newton Waterworks Board of Trustees and assigned the responsibility of managing and controlling the Newton WaterWorks to the Newton City Council.

It is recommended that a new Utilities Department be created that would contain WaterWorks Treatment and Distribution staff and Water Pollution Control. The Public Works Department would contain engineering, streets, stormwater and landfill. WaterWorks Administrative staff would be assigned to the Administration Department.

The current Public Works Director would receive a 5% wage increase, serve as the new Utilities Director, and mentor the new Public Works Director. An internal recruitment would take place in an effort to hire a new Public Works Director. Elected officials would be invited to participate in interviews and provide feedback to the City Administrator who would select the new Public Works Director.

Recommendation:

Staff recommends approval of the resolution to create a Utilities Department and reorganize the Public Works and Administration Departments.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

RESOLUTION TO CREATE A UTILITIES DEPARTMENT AND REORGANIZE THE PUBLIC WORKS AND ADMINISTRATION DEPARTMENTS

WHEREAS, the Newton WaterWorks was managed by a Board of Trustees, which had three members appointed by the mayor and was established following a special election on March 26, 1951; and

WHEREAS, at their March 18, 2022 regular board meeting, the Newton WaterWorks Board of Trustees voted unanimously to recommend that the Newton City Council assume governance of the Newton Waterworks; and

WHEREAS, a special election was held on September 13, 2022 which featured the following question of the registered voters: “Shall the Newton Waterworks Board of Trustees be dissolved and the City Council of Newton, Iowa in the County of Jasper, Iowa, assume the obligations of managing and controlling the Newton WaterWorks.”; and

WHEREAS, the Jasper County Board of Supervisor’s canvassed the election on September 20, 2022 and declared the public measure to be adopted; and

WHEREAS, it is recommended that a new Utilities Department be created that would contain WaterWorks Treatment and Distribution staff and Water Pollution Control. The Public Works Department would contain engineering, streets, stormwater and landfill. WaterWorks Administrative staff would be assigned to the Administration Department; and

WHEREAS, the current Public Works Director would receive a 5% wage increase (from \$115,092 to \$120,847), serve as the new Utilities Director, and mentor the new Public Works Director; and

WHEREAS, an internal recruitment would take place in an effort to hire a new Public Works Director.

Position	Current Authorization	Proposed Authorization	Reporting to:
Public Works Director	1	1	City Administrator
Utilities Director	0	1	City Administrator
WaterWorks Operations	14 FTE	12 FTE	Utilities Director
Water Pollution Control	8 FTE	8 FTE	Utilities Director
WaterWorks Administration	3 FTE	3 FTE	City Administrator

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 stated.

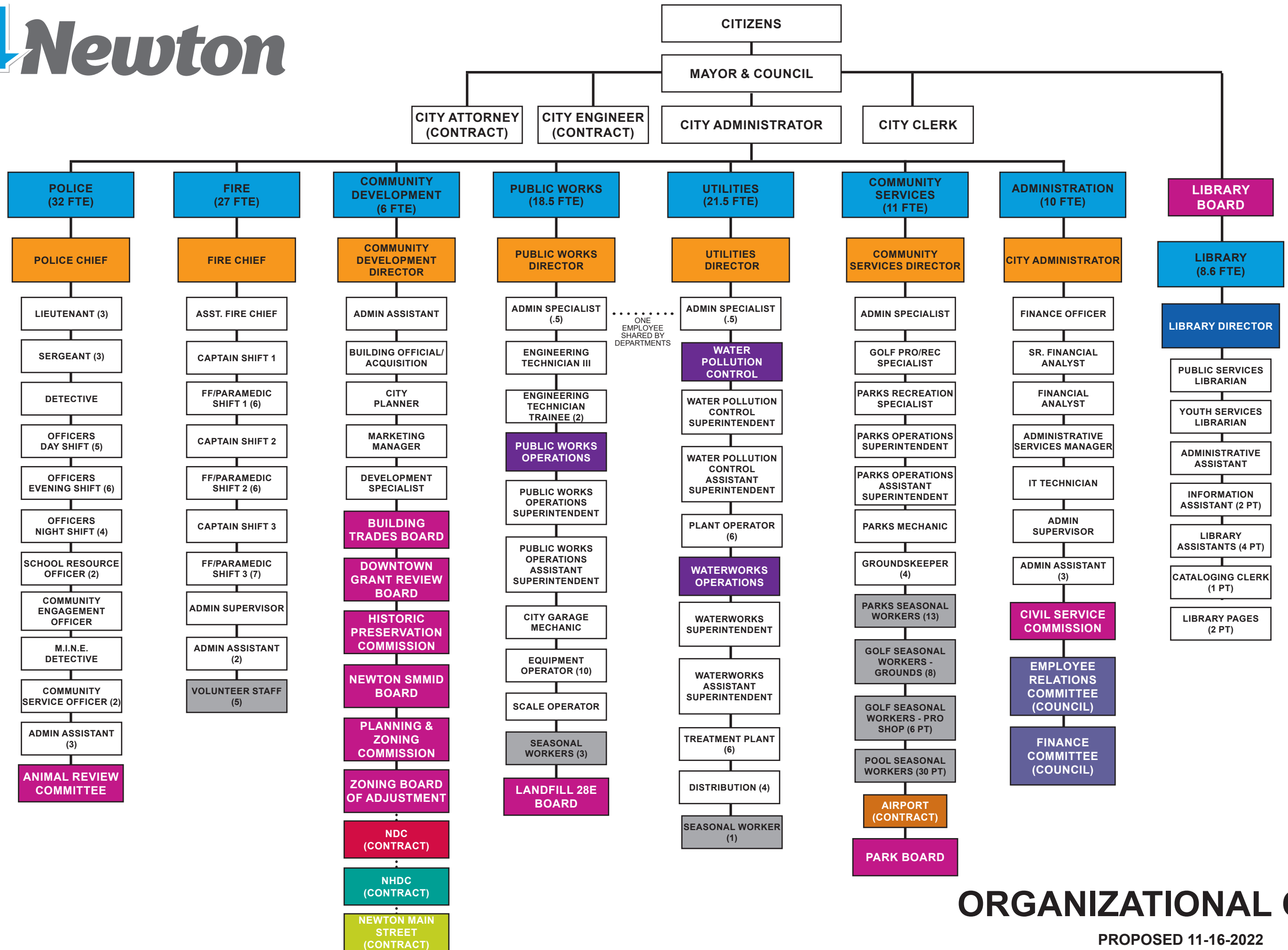
PASSED this _____ day of November 2022.

APPROVED this _____ day of November 2022.

Michael L. Hansen, Mayor

(SEAL)
ATTEST:

Katrina Davis, City Clerk



ORGANIZATIONAL CHART

PROPOSED 11-16-2022

City of Newton Council Report

Item: Resolution to approve temporarily adding two Permanent/Full-Time Firefighter/Paramedic positions in the Fire Department

Summary: This resolution proposes to temporarily add two Firefighter/Paramedics to the Fire Department that would be eliminated through attrition.

Financial Impact: Estimated salary and benefits - \$43,149 less any additional transfer revenue and overtime cost reductions



Report Number: 22-331

Date: November 21, 2022

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The fire department currently has a shortage of staffing in the operations department. One staff member on medical leave who is currently waiting for final determination on permanent disability. Another employee who is out on medical leave for an undetermined amount of time and another employee that is awaiting a final offer with another department. This has led to shortages in staffing resulting in vacation calendars being locked down, occasional mandatory hold for overtime, and reduced staffing levels resulting in loss of transfer revenue.

The department now has a current certified list of five candidates. With the shortage of candidates, the likelihood and these candidates obtaining positions elsewhere, training time, and the 90-day time lapse in creating a new list, it is proposed that council approve temporarily adding two Permanent/Full-Time Firefighter/Paramedic positions that would be eliminated through attrition.

RECOMMENDATION

City Staff recommends Council approve the addition of two Firefighter/Paramedic to staffing at the Fire Department on a temporary basis.

A handwritten signature in cursive script, appearing to read "Matt Muckler".

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION TO APPROVE TEMPORARILY ADDING TWO PERMANENT/FULL-TIME FIREFIGHTER/PARAMEDIC POSITIONS IN THE FIRE DEPARTMENT

WHEREAS, the Fire Department is currently authorized with 27 full-time-employees.; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that a two Firefighter/Paramedic position be created.

BE IT FURTHER RESOLVED the two Permanent/Full-Time Firefighter/Paramedic positions will be eliminated through attrition.

Department	Position	Current Authorization	Proposed Authorization
Fire	Fire Chief	1 FTE	1 FTE
Fire	Assistant Fire Chief	1 FTE	1 FTE
Fire	Fire Captain	3 FTE	3 FTE
Fire	Firefighter	19 FTE	21 FTE
Fire	Volunteer Firefighter	BY BUDGET	BY BUDGET
Fire	Administrative Supervisor	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE
Fire	Administrative Assistant	1 FTE	1 FTE

PASSED this _____ day of November, 2022.

APPROVED this _____ day of November, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk