

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S. or via Zoom
(<https://us02web.zoom.us/j/83564044015>), Join zoom
via phone: (call 312-626-6799 & enter ID # 83564044015),
Mediacom Channels: 12/85/121.12, Website Streaming:
Newtongov.org / I want to “view” Livestream of City
Council Meetings.

February 15, 2021 6:00 p.m.
Newton, Iowa 50208

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment), submitting via email to cityofnewton@newtongov.org before 5:00 PM the day of the meeting or, during the meeting, you can call 641-792-2787, extension 2007.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentation | 2. Newton Municipal Airport - Earl Johnson Field Update - Ethan Nasalroad, Johnson Aviation |
| | 3. CLG Annual Report – Tanya Michener, Historic Preservation Commissioner |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices 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 | 5. February 01, 2021 Regular City Council Meeting Minutes |
| | 6. February 01, 2021 Budget Workshop Minutes |
| | 7. Approve Liquor Licenses for the following: Dollar General #3032, Renewal and Change of Ownership, 2617 1 st Ave E, BC0029879, Class C Beer Permit (BC), Class B Wine Permit (Carryout Wine - Includes Native Wine), Sunday Sales; Casey's #2341, Renewal and Change of Ownership, LE0003013, 3104 1 st Ave E, Class E Liquor License (LE), Class B Wine Permit (Carryout Wine - Includes Native Wine), Class C Beer Permit (Carryout Beer), Sunday Sales; Casey's #2417, Change of Ownership, LE0002740, 1200 W 18 th St S, Class E Liquor License (LE), Class B Wine Permit (Carryout Wine - Includes Native Wine), Class C Beer Permit (Carryout Beer), Sunday Sales; Casey's #1911, Change of Ownership, LE0003308, 1018 1 st Ave E, Class E Liquor License (LE), Class B Wine Permit |

(Carryout Wine – Includes Native Wine), Class C Beer Permit, (Carryout Beer) Sunday Sales.

8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-01). (Council Report 21-033)
9. Resolution approving an agreement with Atomic Music Group & The Nadas for the 2021 Newton Fest concert on Saturday, June 12, 2021. (Council Report 21-034)
10. Resolution approving an agreement with Damon Dotson & band on Thursday, June 10 as part of the Summer Concert Series at Maytag Bowl and the kickoff of Newton Fest 2021. (Council Report 21-035)
11. Resolution approving the 2020 Certified Local Government Annual Report for the Newton Historic Preservation Commission. (Council Report 21-036)
12. Resolution awarding the purchase of firefighter's protective equipment. (Council Report 21-037)

13. Approve Bills

Public Hearing

14. Public Hearing on a Resolution Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2021 – June 30, 2022. (Council Report 21-038)
 - The 2019 Iowa State Legislature passed bill #SF634 which requires cities to hold an additional public hearing during the budget process to set a maximum in property tax dollars received in certain levies. This requirement does not include the Library levy or the Debt Service levy. The maximum property tax dollar public hearing must be held before a public hearing is set on the final budget.
 - The total FY22 maximum property tax dollars for the affected property tax levies is \$6,910,431, which is a decrease of \$2,794 from FY21. The notice was published in the Newton Daily News on February 2, 2021 and posted to all of the City of Newton social media accounts as required by law.
15. Resolution Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2021 – June 30, 2022. (Council Report 21-038)
16. Public Hearing on a resolution accepting purchase and redevelopment proposal for property at 921 North 4th Avenue West in Newton. (Council Report 21-039)
 - The City of Newton acquired property at 921 North 4th Avenue West through the Newton D&D program. The cleared property is ready for sale and the Public Hearing notice was published, per Council action on February 1, 2021.
 - The City has received one offer for the property from Greater Des Moines Habitat for Humanity, Inc. to purchase the property for \$5,000.00 with a commitment to build a new single family home.

Ordinance

17. Resolution accepting purchase and redevelopment proposal for property at 921 North 4th Avenue West in Newton. (Council Report 21-039)
18. Third Consideration of an Ordinance amending the City of Newton Code of Ordinances, Title XV, Chapter 150, Electrical Code for the City of Newton. (Council Report 21-015)
 - The State of Iowa is in the process of updating the state-wide electrical code. This ordinance amends the local code to match the changes at the State Level. In addition to updating to the 2020 edition of the National Electrical Code, a few housekeeping corrections are also included.
 - The legislature has extended the review period for the code update at the state level. Thus, the effective date for the City's ordinance has now been amended to stipulate an effective date to align with the State of Iowa's.
19. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Regarding the Provisions Pertaining to Penalties for Simple Misdemeanor Offenses. (Council Report 21-040)
 - The 2020 Iowa Legislature updated the Iowa Code pertaining to fines for simple misdemeanor offenses. The proposed ordinance increases the minimum fine from \$65 to \$105 and increases the maximum fine from \$625 to \$855.
 - Staff recommends waiving the 2nd and 3rd reading as these were effective January 1, 2021.
20. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 200 block of West Ninth Street North. (Council Report 21-041)
 - The City received safety concerns regarding street parking in the 200 block of W 9th St N. The Traffic Safety Committee reviewed the situation and recommends restricting parking on the west side of W 9th St N from 1st Ave W to a point 175 feet north of the centerline of N 2nd Ave W.
 - The Traffic Safety Committee also recommends restricting parking on the east side beginning 125 feet north of the centerline on N 2nd Ave W, continuing to a point 165 feet north of the centerline on N 2nd Ave W.
 - 11 surveys were sent to adjacent property owners with 1 resident being in favor of the proposed changes and 1 opposed.
21. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 400-500 block of West Tenth Street North and the 900 block of North Fifth Ave West. (Council Report 21-042)
 - The City received safety concerns regarding street parking in the 400-500 block of W 10th St N and the 900 block of N 5th Ave W.

- The Traffic Safety Committee reviewed the situation and recommends restricting parking in various sections. 30 surveys were sent to adjacent property owners with 9 residents being in favor of the proposed changes and 2 opposed.

22. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Offenses Adopted by Code Reference" by adding a "No Right Turn on Red" designation on the south quadrant of the East Twelfth Street and First Avenue intersection. (Council Report 21-043)

- The City received safety concerns regarding vehicles turning right on 1st Ave from E 12th St when the traffic signal was red. A sight triangle analysis of the intersection was conducted and City staff found the sight line to be insufficient for vehicles to safely turn right on red.
- The Traffic Safety Committee recommends designating the south quadrant of the E 12th St and 1st Ave intersection as "No Right Turn on Red".

Resolutions

23. Resolution approving the purchase and up-fit services for two 2021 Ford Police Interceptor SUVs and one 2021 Ford Ranger truck for \$114,700. (Council Report 21-044)

- The Police Department replaces two SUV patrol vehicles annually. The Police Department is also in need of a truck to perform animal control and other code enforcement duties. Stivers Ford of Waukee, IA submitted a bid of \$92,700 for the purchase of two Ford Interceptor SUVs and one Ford Ranger truck.
- Iowa Emergency Vehicle Installs submitted an estimate of \$22,000 to up-fit these vehicles with emergency equipment. Staff recommends approval to purchase three vehicles and upfit services for \$114,700 utilizing anticipated 2021 bond funds.

24. Resolution approving the assignment of contract for 1803 1st Avenue East in accordance with the requirements of the purchase and redevelopment agreement, dated December 17, 2019, between the City of Newton and The Overland Group, LLC. (Council Report 21-045)

- In December 2019, the City agreed to sell 1803 1st Avenue East (former Mid-Iowa Motel site) to The Overland Group for \$155,000.00. The Overland Group desires to assign the contract for 1803 1st Avenue East to Dollar General's development entity DGOGNewtonia02052020 LLC. prior to the March 1, 2021 closing.
- Building permits for a new Dollar General Store at this site have been reviewed and are ready to be issued after the property closing occurs.

Staff Reports

25. 2020 Community Services Recap - Brian Laube, Community Services Director

Mayor/Council Comments

26.

Closed Session

27. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be

Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2021.

Return to Open Session

28.

Adjourn

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

www.NewtonGov.org

REGULAR CITY COUNCIL MEETING MINUTES
FEBRUARY 01, 2021, 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 via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

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

Mayor Hansen presented The State of the City Address.

Bryce Heitman and Jonathan Van Hemert with the Economic Vitality Committee as well as Graham Sullivan introduced the idea of a Downtown Splash Pad in the Downtown Area.

During citizen participation Jon Dunwell spoke regarding property valuations. Dunwell asked that the elected official's consider citizen tax costs when balancing the budget.

Moved by Trotter, seconded by Mullan to approve consent agenda items 5-19.

5. January 18, 2021 Regular City Council Meeting Minutes
6. January 18, 2021 Budget Workshop Minutes
7. Approve Liquor Licenses for the following: Newton 66, Renewal, BC0028230, 1806 S 12th Ave W, Class C Beer Permit (BC), Sunday Sales; Fareway Stores, Renewal, LE0001630, 120 N 3rd Ave E, Class E Liquor License (LE), Class B Wine Permit (Carryout Wine - Includes Native Wine), Class C Beer Permit (Carryout Beer).
8. Resolution appointing Development Specialist Craig Armstrong to serve as Primary Representative And NHDC Director Bruce Showalter as Alternate Representative to the Central Iowa Regional Housing Authority for a Three Year Term ending December 31, 2023. Resolution 2021-021 adopted.
9. Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule 21-01). Resolution 2021-022 adopted.
10. Resolution accepting completion of the Demolition 2020-03 Project. Resolution 2021-023 adopted.
11. Resolution revising the vendor's name for the purchase of a parks utility vehicle approved earlier by Resolution 2020-160. Resolution 2021-024 adopted.
12. Resolution Setting a Public Hearing on the Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2021 – June 30, 2022. Resolution 2021-025 adopted.
13. Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements. Resolution 2021-026 adopted.
14. Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$5,900,000. Resolution 2021-027 adopted.
15. Resolution setting the date for a public hearing on proposal to enter into a Road Use Tax Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,355,000. Resolution 2021-028 adopted.
16. Resolution approving Engineering Design Services Agreement for the N 4th Ave W & Highway 14 Traffic Signal Project. Resolution 2021-029 adopted.
17. Resolution setting a public hearing and inviting proposals for the sale of property at 921 North 4th Avenue West. Resolution 2021-030 adopted.
18. Resolution approving agreement with Newton Rural Benefited Fire District. Resolution 2021-031 adopted.
19. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 602 East 13th Street North in Newton. There were no written comments. Community Development Director Erin Chambers stated that one bid was received in the amount of \$10,000 from Mr. and Mrs. Henderson with a commitment to rehabilitate the home. Moved by Stonner, seconded by George, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Ervin, seconded by Hallam to adopt the resolution. AYES: Six. NAYS: None. Resolution 2021-032 adopted.

Moved by Trotter, seconded by Mullan, to approve the second consideration of an Ordinance amending the City of Newton Code of Ordinances, Title XV, Chapter 150, Electrical Code for the City of Newton. AYES: Six. NAYS: None. Second consideration passed.

Moved by Hallam, seconded by Ervin to adopt a Resolution approving a non-binding Letter of Intent to Blink Charging Company authorizing application for a Volkswagen Settlement Environmental Mitigation Trust Fund grant for installation and operation of Level 2 charging stations in Public Parking Lots. AYES: Six. NAYS: None. Resolution 2021-033 adopted.

Moved by George, seconded by Stonner to adopt a Resolution authorizing the establishment of an Iowa Reinvestment District for the City of Newton, Iowa. AYES: Six. NAYS: None. Resolution 2021-034 adopted.

During Mayor/Council comments George thanked the streets crews for assisting some downtown residents during a snow event. She asked for staff to look for resolutions to the downtown parking issues during snow events. Mayor Hansen indicated that he spoke with Erin Yeager at Main Street and they are reviewing with one of their committees. George asked about a back in parking ticket a resident received behind Aleya she asked if we can review that. Ervin indicated that it was an exciting night being able to get together and having people come in with positive ideas. Mayor Hansen addressed Mr. Dunwell's comments; he will be getting concrete information to share. He confirmed that we are in no way near a 21% increase in property taxes for FY22.

Moved by Trotter, seconded by Mullan to adjourn the meeting at 7:13 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP MEETING MINUTES
FEBRUARY 1, 2021, IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING @ 7:15
P.M. ELECTRONIC MEETING

The City Council of Newton, Iowa met in special session at 7:15 P.M. on the above date via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

During Council comments on general fund non-salary expenditures George confirmed the need to bring the golf fund to a \$0 balance and the desired to fund Main Street for \$27,500 in order to leverage promotions. Ervin and Mullan agreed.

There were no Council comments on non-salary expenditures for all other funds. These are mostly set costs.

Finance Officer, Lisa Frasier, provided a final review of the CIP with the changes set out in Draft C and the final budget.

Moved by Trotter, seconded by Hallam, to adjourn the meeting at 7:50 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

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 21-01).

Report Number: 21-033

Date:

February 15, 2021

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$706.33

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 \$706.33. 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 21-01).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 21-01)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 21-01 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 21-01, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on March 17, 2021, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of February, 2021.

APPROVED this _____ day of February, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-01: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Amber Hull	827409015	818 N 9th Ave E	Newton	\$32,240	\$366.33	\$75.00	\$441.33	EDMUNDSON'S ADD E 1/2 LOT 5 BLK 11	12/9/2020
Donald & Janelle Darrah	834277010	925 1st Ave E	Newton	\$67,650	\$40.00	\$75.00	\$115.00	ENGLE'S SD LOT 19	12/21/2020
Zachary Bennett	834205006	206 E 7th St N	Newton	\$128,400	\$75.00	\$75.00	\$150.00	EAST ADD LOT D SD LOT 14	12/21/2020
Total							\$706.33		

City of Newton Council Report

**Item:**

Resolution approving an agreement with Atomic Music Group & The Nadas for the 2021 Newton Fest concert on Saturday, June 12, 2021.

Report Number: 2021-034

Date:

February 15, 2020

Summary:

Newton Fest continues to strive to provide free entertainment to the community during the second weekend in June. Although, Newton Fest 2021 will be different due to the pandemic, at this time an outdoor concert is an event that meets public health measures. City staff has worked with Atomic Music Group to bring The Nadas to Maytag Bowl for the Saturday evening concert.

Lead Departments:

Community Services &
Community Development

Recommendation:

Approve

Financial Impact:

\$10,105 (includes meal buyout) + hospitality rider

Background:

Newton Fest continues to strive to provide free entertainment to the community during the second weekend in June. Although, Newton Fest 2021 will be different due to the pandemic, at this time an outdoor concert is an event that meets public health measures. City staff has worked with Atomic Music Group to bring The Nadas to Maytag Bowl for the Saturday evening concert.

The agreement with Atomic Music Group and Tha Nadas has been attached and reviewed by City staff. The \$10,000 flat rate includes the band providing production. An additional \$105 is a meal buyout for the day. There is also a short list of hospitality rider that can be purchased locally the day of the show.

A deposit of \$5,000 must be made by February 22 via check to Atomic Music Group. Arrangements have been made with the band and agent to mail a check for the deposit. The remaining balance of \$5,000 will be paid by check to The Nadas on the day of the show (June 12).

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021- _____

RESOLUTION APPROVING A CONTRACT WITH ATOMIC MUSIC GROUP & THE NADAS FOR THE NEWTON FEST 2021 CONCERT ON SATURDAY, JUNE 12, 2021.

WHEREAS, the City's Comprehensive Plan contains a vision statement that states Newton is a progressive, family friendly community, a shining star of Central Iowa, and a place to call home, and

WHEREAS, the City's Comprehensive Plan led to the creation of Newton Fest as a family-friendly community event that would be a local and regional draw, and

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

WHEREAS, City staff from the Community Development & Community Services Departments, has started planning the City's activities during Newton Fest, and

WHEREAS, City staff has is taking all current emergency proclmations and public health directives into consideration while planning City activities and decided that an outdoor concert at Maytag Bowl will meet social distancing requirements but still offer an exciting event during Newton Fest 2021, and

WHEREAS, City staff has been working with Atomic Music Group on booking The Nadas to perform at Maytag Bowl on Saturday, June 12, 2021 and

WHEREAS, an agreement with Atomic Music Group of \$10,105 must be approved and signed; with a deposit of \$5,000 made by February 22 with the balance due the day of the performance and

WHEREAS, City Staff recommends approval of this resolution approving an agreement with Atomic Music Group and The Nadas,

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approving the contract.

PASSED this _____ day of February, 2021.

APPROVED this _____ day of February, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



638 Lindero Canyon Road • Suite 261 • Oak Park, CA 91377
(f) 877 795 7519

RE: **The Nadas**

6/12/2021

Newton IA

Maytag Park

Dear Michael,

Attached please find the contract for the above referenced engagement.

Please note your ANNOUNCE DATE is 3/1/2021 and your ON SALE DATE is 3/1/2021.

1) Print and sign two copies, and return a scanned copy to josh@atomicmusicgroup.com.

2) Forward the requested deposit by 2/22/2021. We only accept Bank Transfers (ACH or Wire), & Cashiers Checks or Money Orders made payable to ATOMIC MUSIC GROUP. Please note that the amount of the deposit due is \$**5000**.

URGENT : PLEASE READ THE DEPOSIT INSTRUCTIONS BELOW CAREFULLY

YOU MUST REFERENCE THE ARTIST AND SHOW DATE ON YOUR ACH or WIRE TRANSFER.

ACH TRANSFER

Atomic Music Group LLC
JP Morgan Chase Bank Private Client
2072 Avenida De Los Arboles
Thousand Oaks CA 91362
Routing # 322271627
Account # 570763529

WIRE TRANSFER

Atomic Music Group LLC
JP Morgan Chase Bank Private Client
2072 Avenida De Los Arboles
Thousand Oaks CA 91362
Routing # 021000021
Account # 570763529
Swift code CHASUS33

Instructions for Cashier's Checks & Money Orders

No personal or company checks will be accepted.

MAKE CHECK PAYABLE TO ATOMIC MUSIC GROUP

mail to 638 Lindero Canyon Road, Suite 261 Oak Park, CA 91377

Please clearly note Artist, Venue, & Performance Date in the memo section of check.

We look forward to a successful show. Feel free to call me @ (818) 617-2228 with questions.

Kind Regards,

Josh Davis
Atomic Music Group

Atomic Music Group
638 Lindero Canyon Road
Suite 261
Oak Park, CA 91377
(f) 877 795 7519



LOAD IN:	529502
DOORS OPEN:	Per Advance
SHOW TIME:	TBA
ON STAGE:	TBA

THIS CONTRACT for the personal services of Artists on the engagement described herein, made this day: **12/22/2020** between
City Of Newton (herein called "PURCHASER")

and, **NADA Enterprise, LLC** (herein called "ARTIST")

The artists are engaged on the terms and conditions on the face of this contract. The undersigned artist representative represents that the artists party designated herein has agreed to be bound by the terms and conditions hereof.

1. Engagement (Location) **Maytag Park**

(Address) 301 South 11th Ave W Newton IA 50208

2. Band or Group Name: **The Nadas**

Show Length: 90 min w 30 min encore

Artist to Receive 100% Sole Star Billing in all media and will close show.

3. SOUND CHECK MANDATORY.

4. NO TAX DEDUCTIONS OR FACILITY FEES ALLOWABLE.

5. Engagement date: **6/12/2021**

6. Engagement Details: All Ages Capacity: 2000 TIX: ADV DOS

GROSS POTENTIAL: \$

\$0.00

MERCH RATE: 100% Artist Sells

7. WAGE AGREED UPON: **\$10,000.00 Flat Guarantee**

Full Band performance - \$15 meal buyout per band member (7 total)

Hospitality as per attached, to be provided by Purchaser at no cost to Artist. Sound & Lighting to be provided by Artist.

\$5000 Deposit Due by 2/22/2021, Balance to be paid in cash prior to performance, day of show.

8. Artist's management requires prior approval of all support acts.

9. No recording or broadcasting of any type is permitted without prior written consent of Artist's management.

10. The wages disclosed herein include all expenses Purchaser has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided by Purchaser on or before date of engagement. The schedule reflects maximum estimated amounts. In the event any of these expenses are higher they will be at Purchasers sole cost. If they are less, the split point will be adjusted down accordingly.

11. It is expressly understood by all parties hereto that the Purchaser has no right to supervise the services of the artists on the engagement and Purchaser has no right to control the manner, means, and details of the performance of services by the musicians/artists including the leader.

12. The obligation of musicians/artists to performance services hereunder is expressly subject under California law, to proven detention by personal illness, accidents, riots, acts of terrorism, strikes, acts of God, or other legitimate conditions within artists control.

13. It is expressly understood by the parties to this contract that neither AMG nor its officers are parties to this contract in any capacity and that neither AMG nor its officers are liable for the performance or breach of any provisions hereof.

14. Purchaser must sign and/or initial, and return, each page of this contract and rider.

15. All OUTDOOR performances are **RAIN OR SHINE**. Artist to be paid in full regardless of weather related issues.

All deposits to be made by cashiers check, money order or Bank Transfer ONLY. Checks made payable to ATOMIC MUSIC GROUP.

ACH transfers to AMG, CHASE PRIVATE CLIENT ACCOUNT # 570763529 ABA # **322271627**

WIRE transfers to AMG, CHASE PRIVATE CLIENT ACCOUNT # 570763529 ABA # **021000021** SWIFT CODE chasus33

with performance date, artist and venue noted clearly in the memo section of check or wire. No personal or company checks will be accepted.

It is understood that if deposits are not received on or before due date, cancellation of performance may occur without prejudice to performance fee due.

Purchaser and Artist agree that receipt of this contract by AMG in accordance with the terms hereof, and commencement of performance shall be adequate confirmation of all terms embodied in this contract and rider, and shall be binding on all parties, whether the contract is signed or not.

City Of Newton

Michael L. Hansen

X

403 W 4th St N
501
Newton IA 50208
(641) 792-6622
danieller@newtongov.org

NADA Enterprise, LLC

DBA The Nadas

X

6900 Mark Twain Court
Johnston, IA 50131
EIN: 820562299

Nadas Team Contact Information

Tour Manager - Jerry Floyd - 515.423.2009 - tour.manager@thenadas.com

Booking - Josh Davis - 515.991.8052 - josh@atomicmusicgroup.com

Publicity - Jessica Maldonado - 515.577.6388 - Jessica.Maldonado@policyworksllc.com

Sound Engineer - Jerry Floyd - 515.423.2009 - jerryfloyd68@gmail.com

Band Contact - Mike Butterworth - 515.321.1194 - mike@thenadas.com

CONTRACTUAL PROVISIONS

PURCHASER and ARTIST or its AGENT agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

PAYMENT AND COMPENSATION. Purchaser agrees to pay Artist fifty percent (50%) of the agreed upon fee at the time of signing this Agreement. Purchaser will pay the remaining fifty percent 50% on the day of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser. Payments shall be made by check unless otherwise previously agreed to by Artist.

ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation upon seven (7) days' notice.

CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of Artist's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance for any reason, including but not limited to inclement weather (rain, flood, hurricane, tornadoes, wind, etc.), less than thirty (30) days before the performance, Purchaser will pay Artist 100 % of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation. Artist agrees to attempt, in good faith, to rebook the show with Purchaser within 3 months, subject to Artist's availability.

FORCE MAJEURE. Artist shall not be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist.

SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.

PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of Artist, reviews of the performance and Artist's recordings in all local print, radio, television, website, and social media. Purchaser shall forward all copies of clippings, reviews, posters and promotional items to Artist. Artist agrees that Purchaser may use Artist's name, pictures, photo-

graphs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Artist.

TICKETS AND TICKET SALES. ~~Purchaser agrees that tickets shall be consecutively numbered and shall be available at the prices listed above in Section A – “Basic Terms.” Artist’s representative shall have the right to inspect all ticket records and to be present in the box office prior to and during the performance. Free admission shall not exceed 5% percent of total tickets sold unless otherwise previously agreed to in writing.~~ **Free community show – no ticket sales.**

COMPLIMENTARY TICKETS. ~~Unless otherwise agreed, Purchaser will allow 5 guests per band member, with a maximum of 30 tickets.~~ **Free community show – no ticket sales.**

SALE OF MERCHANDISE. Purchaser shall provide a six-foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales. Purchaser agrees that merchandise will be prominently placed so as to maximize sales. Artist shall retain 100% of Gross Merchandise Sales unless otherwise previously agreed to in writing.

VIDEO AND AUDIO TAPING. Purchaser shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Artist’s performance without prior express written consent from Artist. Artist and/or his designees shall have the right to record the performance and to use the recordings as Artist sees fit. Purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Artist’s performance during this engagement

TECHNICAL RIDER. ~~Sound and/or lighting equipment and/or services shall be set forth in more detail in a Technical Rider signed by both parties and attached and incorporated below.~~

Production provided by ARTIST.

DRESSING ROOM. Purchaser shall provide safe, clean dressing room(s) with lock(s).

Purchaser shall provide adequate parking as close to load in and dressing rooms as possible. Hospitality requirements are attached and incorporated above.

HOSPITALITY. ~~Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing room for the sole use of band and crew members. Hospitality requirements are attached and incorporated below.~~ **PURCHASER will not be providing lodging – show is in Central Iowa.**

SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or back-stage area, and Artist will provide guests with official all access laminates and/or provide Purchaser with written guest list including names of persons or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser’s premise.

BACKGROUND MUSIC. Artist shall approve all background music played before, during, and after Artist’s performance.

PYROTECHNIC DEVICES. No pyrotechnic devices shall be used without the prior express written consent of both Artist and Purchaser. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Purchaser shall be responsible for obtaining all applicable permits.

INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.

ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Iowa. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of Iowa.

SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized, and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

HOSPITALITY RIDER

The following accommodations and items make the artist feel more at home and help create a better overall show experience for everyone involved.

PARKING: Parking for one twenty (24) foot van and fifteen (15) foot trailer shall be provided as close to load in and dressing rooms as possible.

DRESSING ROOM REQUIREMENTS: PURCHASER agrees to provide one (1) private (completely separate from others) ~~dry, air-conditioned lockable dressing room~~ at least sixty (60) minutes prior to performance or at request of ARTIST'S representative. **PURCHASER will provide space below the venue/stage (Maytag Bowl). The area does have a lock, electricity and lights and a restroom nearby. PURCHASE will include tables and chairs for the space.** PURCHASER agrees to provide in ARTIST'S dressing room not later than the completion of sound check or at request of ARTIST'S representative: General assortment of snacks

Large bag of tortilla chips with Salsa

1 basket of fresh fruit in its natural state (bananas, apples, oranges etc.)

1 vegetable tray with dip and sliced cheese

MEALS & DRINKS: (PLEASE CHOOSE ONE OF THE FOLLOWING)

☐ **Buyout of fifteen dollars (\$15.00) per person unless otherwise discussed in advance with ARTIST'S representative. Included in contract.**

☐ ~~In-house meal—ARTIST orders meals from venue's food menu.~~

☐ ~~Off-site meal—ARTIST orders meals from off-site restaurant.~~

☐ ~~Catered meal or access to event catering—If approved by ARTIST.~~

HOSPITALITY:

~~3 Drinks per person (7) from the bar before, during and/or after the show.~~

NON-ALCOHOLIC BEVERAGES

14 one-liter bottles of drinking water
1 case (12 cans) of Diet Pepsi
1 case (12 cans) of Coca Cola
Pot of coffee and hot water for tea with assorted tea variety
Gatorade or fruit juices
2 liters of soda water
Cut lemons or limes
5lbs of Ice
1 pack of Twizzlers
1 pack beef jerky

ALCOHOLIC BEVERAGES:

~~6—pack of domestic beer (Bud Light, Budweiser, etc.)~~
~~6—pack of a locally brewed pale ale (Sierra Nevada, Boulevard, Fat Tire)~~
~~1 bottle whiskey (Bulleit Rye, Jack Daniels, Makers Mark, etc.)~~

ADDITIONAL ITEMS: (If you are feeling very generous . . .)

1 local daily newspaper
~~1 massage therapist~~
~~1 runner/driver with vehicle~~
~~1 set of stamped postcards of local interest~~
~~1 magician with balloon animal experience~~

~~LODGING:~~ PURCHASER agrees to provide 3 DOUBLE HOTEL ROOMS for the ARTIST.

**PURCHASER cannot provide alcoholic beverages and/or drink tickets.
PURCHASER will not be providing lodging – show is in Central Iowa.**

TECHNICAL RIDER

Production provided by ARTIST.

1. SOUND SYSTEM REQUIREMENTS (if applicable)

~~During the performance the sound system and lighting console may be operated by an authorized representative of ARTIST. In addition, a house engineer must be available throughout the day and the performance. If sound and lights are not offered by ARTIST, then ARTIST or representative reserves the right to approve in advance the selection of sound and lighting companies. Do not purchase production for the performance without first clearing said production with ARTIST or representatives. PURCHASER agrees to provide the following minimum sound and effect requirements: FOH mixing console—32 channel, 8 buses, 3-5 band EQ, min of 4 effect returns and channel input patching capabilities. Recommended mixing consoles Midas, Soundcraft, Yamaha.~~

~~House system should be in stereo with a 1/3 octave Klark Teknik, dbx or equivalent EQ on the mains, capable of at least 120db spl at the house mix position.~~

~~Speaker enclosures should be front loaded and preferably tri-amped.~~

~~Mix position shall be located, when possible, in the center of the room on the main seating floor.~~

~~Recording output capability and an auxiliary output are required for pre-show music and intro.~~

~~Outboard Equipment Requirements for Analog Mixing Consoles only:~~

~~3 reverb units including a Yamaha SPX90 or 90II. (Yamaha REV500, SPX 990), or similar.~~

~~2 digital delay units~~

~~4 limiter compressors (Drawmer, BSS), or similar~~

~~8 channels of noise gates (Drawmer, BSS), or similar~~

MONITOR SYSTEM (If applicable)

~~Mixing console—24 channel with a minimum of six mixes not including cue mix.~~

~~Four bi-amped floor wedges, 2 stereo side fills and 1 bi-amped drum monitor. Each cabinet should contain 1—15" speaker~~

~~and horn or 2—12" speakers with horns capable of 118spl continuous power delivery.~~

~~1/3 octave EQ on all mixes. KT, DBX, or similar.~~

MISCELLANEOUS SOUND REQUIREMENTS

~~Audience will not be allowed access to venue until ARTIST'S sound check is completed. The venue must be made available at least five hours prior to scheduled door time. ARTIST'S sound engineer shall have complete control of sound system array and placement. Deviation from the listed requirement must first be cleared with ARTIST'S Representative.~~

2. LIGHTING REQUIREMENTS (If applicable)

~~24 par 64 1k or 500w cans or comparable LED fixtures. will be required. If installed, house equipment will satisfy.~~

~~House LD to be provided for focus and operation as per ARTIST'S needs.~~

~~Lighting console capable of at least 8 preset scenes~~

~~Failure on behalf of the PURCHASER to meet these obligations set forth in this rider shall be a material breach of this agreement provided herein and all deposits shall be paid as liquidated damages for such breach.~~

3. STAGE REQUIREMENTS (if temporary for special event):

~~Optimum ARTIST mobility stage size should be a minimum of 30' wide by 20' deep by 25'.~~

~~Stairs are required if necessary. Stage power for ARTIST will be separate from any other act on show and will consist of four 20 amp 110v circuits with quad boxes on separate circuits from lighting, placed evenly at rear of stage.~~

4. PRODUCTION/STAFF REQUIREMENTS (If applicable/per advance):

~~PURCHASER agrees to provide at no cost to ARTIST a minimum of:~~

~~2 equipment loaders for the load in and the load out.~~

~~1 House Audio Engineer~~

~~1 House Lighting Engineer or one engineer capable of both Audio and Lighting if Artist is supplying an engineer(s).~~

RESOLUTION NO. 2021- _____

RESOLUTION APPROVING AN AGREEMENT WITH DAMON DOTSON & BAND ON THURSDAY, JUNE 10 AS PART OF THE SUMMER CONCERT SERIES AT MAYTAG BOWL AND THE KICKOFF OF NEWTON FEST 2021.

WHEREAS, the City's Comprehensive Plan contains a vision statement that states Newton is a progressive, family friendly community, a shining star of Central Iowa, and a place to call home, and

WHEREAS, the City's Comprehensive Plan led to the creation of Newton Fest as a family-friendly community event that would be a local and regional draw, and

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

WHEREAS, City staff from the Community Development & Community Services Departments, has started planning the City's activities during Newton Fest, and

WHEREAS, City staff is taking all current emergency proclamations and public health directives into consideration while planning City activities and decided that an outdoor concert at Maytag Bowl will meet social distancing requirements but still offer an exciting event during Newton Fest 2021, and

WHEREAS, City staff has been working to book Damon Dotson to perform at Maytag Bowl on Thursday, June 10 as part of Newton Fest and the Summer Concert Series at Maytag Bowl and

WHEREAS, an agreement with Damon Dotson of \$2,800 must be approved and signed with the balance due the day of the performance and

WHEREAS, City Staff recommends approval of this resolution approving an agreement with Damon Dotson,

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approving the contract.

PASSED this _____ day of February, 2021.

APPROVED this _____ day of February, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving an agreement with Damon Dotson & band on Thursday, June 10 as part of the Summer Concert Series at Maytag Bowl and the kickoff of Newton Fest 2021.

Report Number: 2021-035

Date:

February 15, 2020

Summary:

Newton Fest continues to strive to provide free entertainment to the community during the second weekend in June. City staff has worked with Damon Dotson to schedule him to play on Thursday, June 10 as part of the Summer Concert Series at Maytag Bowl & Newton Fest. At this time, an outdoor concert does meet public health measures and is something staff sees as doable for Newton Fest 2021.

Lead Departments:

Community Services &
Community Development

Recommendation:

Approve

Financial Impact:

\$2800

Background:

Newton Fest continues to provide free entertainment to our community during the second weekend in June. Although, Newton Fest 2021 will look different due to the pandemic, at this time an outdoor concert is an event that meets public health measures.

City staff has worked with Damon Dotson to schedule him to play on Thursday, June 10 as an additional date of the Summer Concert Series at Maytag Bowl as well as the first evening of Newton Fest.

The agreement with Damon Dotson has been attached and reviewed by City staff. The \$2,800 would be paid to Damon Dotson the day of the show.

Recommendation:

Staff recommends approval of this resolution.

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

Matt Muckler
City Administrator

Performance Contract

The City of Newton, henceforth known as "Client," agrees to hire Damon Dotson, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on June 10, 2021 during Newton Fest.

Furthermore, the two parties agree to the following:

Artist will perform music at the Maytag Bowl on June 10, 2021, from 7:00 pm to 9:00 pm.

Client will pay artist \$2800.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to:
_____ and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If the Client has to cancel the performance due to ongoing public health emergency proclamations or new directives from local, state or national emergency proclamations, a decision will be made at least two weeks in advance. The Artist will be notified and will not receive payment.

Client agrees to pay Artist 50% of the agreed upon amount if the event is cancelled due to inclement weather if decided more than 5 hours from the time of the performance.

Client agrees to pay Artist 75% of the agreed upon amount if the event is cancelled due to inclement weather if decided LESS than 5 hours from the start time of the performance.

Client agrees to pay Artist full amount if the event is cancelled after the agreed upon start time of performance.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: _____

Artist Name Printed

Artist Signature

Mayor Michael L. Hansen
City of Newton

Client Signature

City of Newton Council Report

Item: Resolution approving the 2020 Certified Local Government Annual Report for the Newton Historic Preservation Commission.

Summary: In order to maintain CLG status (which provides opportunity for additional grants), the Newton Historic Preservation Commission must complete an annual report.

Financial Impact: None.



Report Number: 21-036

Date:

Lead Department: Community Development Department

Recommendation:
Approve

Background: The Newton Historic Preservation Commission is a Certified Local Government (CLG) through the State Historic Preservation Office. This status provides exclusive opportunities for grants only available to those commissions which maintain the certification. One requirement of the CLG status is to prepare and submit an annual report.

In 2020, the Historic Preservation Commission reports the following:

- Saw the successful listing of the First Avenue East and First Avenue West Residential Historic Districts on the National Register of Historic Places.
- Had three members and one staff member attend the virtual Preserve Iowa Summit in June 2020.
- Created and installed 6 historic building plaques in the downtown.
- Completed the second edition printing of the Historic Images Coloring Book.
- Maintained a regular meeting schedule, despite Covid-19 pandemic, utilizing Zoom meetings platform.

Recommendation: Staff recommends approval of the resolution approving the 2020 Annual Report.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING THE 2020 CERTIFIED LOCAL
GOVERNMENT ANNUAL REPORT FOR THE NEWTON HISTORIC
PRESERVATION COMMISSION**

WHEREAS, the Newton Historic Preservation Commission is a Certified Local Government through the State Historic Preservation Office of Iowa; and

WHEREAS, there is a requirement to prepare and submit an annual report to the State Historic Preservation Office of Iowa to maintain the Certified Local Government status, which provides for additional preservation related grant opportunities; and

WHEREAS, at their meeting on February 1, 2021, the Newton Historic Preservation Commission approved the 2020 Annual Report;

NOW THEREFORE, BE IT RESOLVED that the City Council of Newton Iowa approves the 2020 Annual Report and authorizes the Mayor to sign the Certified Local Government Annual Report signature form.

PASSED this _____ day of February 2020.

APPROVED this _____ day of February 2020.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Certified Local Government Annual Report

Name of Certified Local Government: Newton Historic Preservation Commission

Erin Chambers

2/8/2021

Signature of person who completed this report

Date

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

February 15, 2021

Date of public meeting

Signature of Mayor or Chairman of the Board of Supervisors

Date

Mayor Michael L. Hansen

Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.

City of Newton Council Report

Item: Resolution awarding the purchase of firefighter's protective equipment.

Summary: Resolution to purchase firefighters protective equipment including turnout gear and accessories (i.e. helmets, gloves, hoods) for firefighters.

Financial Impact: \$20,000 from the 2020 Bond Proceeds for Fire Miscellaneous Equipment.



Report Number: 21-037

Date: February 15, 2021

Lead Department:
Fire Department

Recommendation:
Approve

Background:

The Fire Department equips their firefighters with personal protective equipment that provides protection from structural firefighting hazards.

Project Specifications were prepared by the Fire Department and vendors came in to demonstrate the products they represented. The City of Newton received bids from two vendors and made comparisons by internet search:

<u>Company</u>	<u>Quote</u>
<i>Firefighter Turnout Gear</i>	
Dinges Fire Company	\$ 2,350 per set
Sandry Fire Supply	2,476 per set
The Fire Store (Internet)	3,009 per set
E Darley (Internet)	2,567 per set

RECOMMENDATION

City Staff recommends Council award the purchase of firefighter's personal protective equipment to the following: Dinges Fire Company for the purchase of seven (7) sets of firefighter PPE in the amount of \$ 16,450 and the purchase in the amount of \$3,550 to be spent on accessories including helmets, hoods, gloves, boots, and miscellaneous equipment. Funds from the 2020 Bond Proceeds for Fire Miscellaneous Equipment will be used to pay the \$20,000 project cost.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION AWARDING THE PURCHASE OF FIREFIGHTERS PROTECTIVE EQUIPMENT

WHEREAS, a firefighter's personal protective equipment is key in providing for the their safety and protection; and

WHEREAS, fire department staff have been systematically replacing this equipment over the past nine years; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bids firefighters personal protective equipment be accepted from Dinges Fire Company of Amboy, Illinois for the purchase of seven (7) sets of firefighter PPE in the amount of \$ 16,450 and PPE accessories including helmets, hoods, gloves, boots, and other miscellaneous PPE in the amount of \$3,550 for a grand total of \$20,000;

NOW, THEREFORE, BE IT RESOLVED, the total purchase of twelve thousand five hundred dollars and zero cents (\$ 20,000) for the 2020 firefighter's personal protective equipment project, is hereby approved. The project cost will be paid from the 2020 Bond Proceeds for Fire Miscellaneous Equipment.

PASSED this _____ day of February 2021.

APPROVED this _____ day of February 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Airgas USA LLC	Fire	Supplies	\$ 106.06
Amazon Capital Services	All	Supplies	\$ 1,720.33
American Legal Publishing Corporation	Administration	Service	\$ 817.95
American Red Cross	Maytag Pool	License	\$ 300.00
Anchor Industries Inc	Tort Liability	Supplies	\$ 11,401.20
Andax	Fire	Supplies	\$ 7.30
APWA	Street	Membership	\$ 720.00
Astronomy	Library	Subscription	\$ 28.95
ATC Group Services LLC	Commercial D&D/WPC	Service	\$ 4,550.00
Auditor of State	Finance	Service	\$ 850.00
Baker & Taylor	Library	Supplies	\$ 2,983.51
Baker & Taylor Entertainment	Library	Supplies	\$ 17.39
Barney's Wrecker & Crane	Police	Service	\$ 45.00
Blackstone Publishing	Library	Supplies	\$ 32.98
Bolton & Menk Inc	All	Service	\$ 2,833.50
Bound Tree Medical LLC	Fire	Supplies	\$ 872.06
Caldwell Brierly & Chalupa PLLC	Commercial D&D/Economic Dev	Service	\$ 2,288.40
Cappy's Tire & Auto Service	Parks	Service	\$ 261.42
Card Services	All	Supplies	\$ 6,013.12
Care Initiatives Hospice	Fire	Reimbursement	\$ 170.17
Cengage Learning	Library	Supplies	\$ 80.98
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 537.00
Cintas	All	Service	\$ 509.60
Civicplus	Administration	Service	\$ 11,150.74
Clapsaddle-Garber Assoc	Airport	Service	\$ 21,137.70
Computer Resource Specialists	Administration	Service	\$ 1,215.00
Coventry Advantra	Fire	Reimbursement	\$ 165.56
Cruthirds, Conrad	Fire	Reimbursement	\$ 621.78
Davis, Katrina	Administration	Reimbursement	\$ 84.87
Dell Marketing L.P.	Water Pollution Control	Supplies	\$ 556.16
Demco Inc	Library	Supplies	\$ 347.84
DePenning & Associates	Street	Service	\$ 700.00
Des Moines Stamp Mfg	Police	Supplies	\$ 28.30
DLR Services	North Central TIF	Service	\$ 350.00
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 2,059.42
EZ Lease	Water Pollution Control	Service	\$ 102.00
FBG Service Corporation	Library	Supplies	\$ 1,682.65
Fire Service Training Bureau	Fire	Service	\$ 50.00
Forbes Office Solutions	All	Service	\$ 822.86
Fox Engineering	Water Pollution Control	Service	\$ 12,060.00
Galls LLC	Fire/Police	Supplies	\$ 470.76
Grainger Inc	Snow Removal	Supplies	\$ 283.50
Gralnek-Dunitz	Water Pollution Control	Supplies	\$ 20.00
Gregg Young Auto Center	Police	Service	\$ 9,126.62
Hawkeye Truck Equipment	Parks	Supplies	\$ 116.00
Hillyard / Des Moines	Fire	Supplies	\$ 25.00
HLW Engineering Group	Landfill	Service	\$ 5,922.50
Hoya Vision - Dept 2454	Fire	Supplies	\$ 148.00

Hy-Vee Inc	Police	Supplies	\$ 29.19
IMFOA	Administration	Membership	\$ 250.00
Iowa Dept of Natural Resources	Landfill/WPC	Service	\$ 22,274.49
Iowa Fire Equipment	Landfill/Parks/Street	Service	\$ 2,012.10
Iowa Law Enforcement Academy	Police	Training	\$ 350.00
Iowa Prison Industries	Street	Supplies	\$ 526.79
Iowan Magazine, The	Library	Subscription	\$ 24.00
Jacobs Electric Motor	Fire	Service	\$ 303.11
JETCO Inc	Water Pollution Control	Service	\$ 1,787.50
Johnson Aviation	Airport	Reimbursement	\$ 48.14
Key Cooperative	All	Supplies	\$ 11,106.06
Lavelly,Dillon	Police	Reimbursement	\$ 291.57
Liberty Tire Services LLC	Landfill	Service	\$ 1,205.21
Library Journal	Library	Subscription	\$ 99.00
Liebl Marketing Group	All	Service	\$ 9,598.00
Lyman, Rick	Parks	Service	\$ 770.00
Magnum Automotive	Police	Service	\$ 63.31
Marsden Bldg Maintenance	City Center	Service	\$ 2,844.24
Mercury Medical	Fire	Supplies	\$ 1,032.81
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 487.35
MG Laundry Corporation	City Center	Service	\$ 76.10
Midwest Tape	Library	Supplies	\$ 34.99
Moo's BBQ	Police	Service	\$ 92.97
MTI Distributing Inc	Golf/Parks	Supplies	\$ 918.37
NAPA Auto Parts	All	Supplies	\$ 1,782.51
News Printing Company	All	Service	\$ 1,282.07
O'Halloran International	Snow Removal	Supplies	\$ 676.43
OPN Architects Inc	North Central TIF	Service	\$ 2,175.00
O'Reilly Auto Parts	Golf/Parks	Supplies	\$ 766.18
Oswalt, Madison	Fire	Reimbursement	\$ 5.19
Parkview Animal Hospital	Animal Control	Service	\$ 1,316.66
Penworthy Company	Library	Supplies	\$ 95.99
Pitney Bowes	Library	Supplies	\$ 105.00
Preferred Pest Control Inc	Library	Service	\$ 700.00
Premier Office Equipment	Administration/Police	Service	\$ 322.38
PRI Management Group	Police	Service	\$ 149.00
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	All	Supplies	\$ 370.98
Reader's Digest	Library	Subscription	\$ 10.00
Regent Book Co	Library	Supplies	\$ 18.09
Reserve Account-Pitney Bowes	All	Supplies	\$ 1,000.00
Rockmount	Parks	Supplies	\$ 184.15
Rozendaal Services LLC	Community Beautification	Service	\$ 250.00
Shield Technology	Police	Service	\$ 500.00
Smith Quality Rental	Water Pollution Control	Service	\$ 74.12
Springer Professional Home Services	Library	Service	\$ 51.50
Superior Welding Supply	Snow Removal	Supplies	\$ 119.22
Systems Integrators	Street	Service	\$ 2,035.00
Teleflex LLC	Fire	Supplies	\$ 612.50
Theisen's	All	Supplies	\$ 563.92
Trident Rescue LLC	Fire	Service	\$ 450.00
Truck Center Companies	Airport/Snow Removal	Supplies	\$ 851.77

True Value Hardware	All	Supplies	\$ 97.79
Tswails.com LLC	Library	Supplies	\$ 30.95
Two Rivers Cooperative	All	Supplies	\$ 6,669.95
Unique Management Services	Library	Service	\$ 50.00
United Parcel Service	Fire	Service	\$ 16.71
United States Cellular	Library	Utilities	\$ 422.40
UnityPoint Clinic-Occupational	All	Service	\$ 168.00
Unplugged Wireless Communications LLC	Street	Service	\$ 200.00
UPHDM Occupational Medicine	Fire	Service	\$ 837.00
USABlueBook	Water Pollution Control	Supplies	\$ 674.90
Van Maanen Electric Inc	Street Lighting	Service	\$ 297.80
Van Meter Inc	Street Lighting	Supplies	\$ 73.74
Walsh Door & Hardware	Police	Service	\$ 494.59
Warnick & Reeves Mechanical	City Center	Service	\$ 1,205.38
Washer Systems of Iowa Inc	City Garage	Supplies	\$ 407.83
Water Department	All	Utilities	\$ 11,093.52
Waugh, Herbert & Jean	Private Incentives	Reimbursement	\$ 10,000.00
Yadav, Elizabeth	Administration	Reimbursement	\$ 211.25
Z Marie's	Fire	Supplies	\$ 60.00
Zoll	Fire	Supplies	\$ 307.65

Total **\$ 214,906.60**

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 847.95
Black Hills Energy	PW Building	Utilities	\$ 1,100.80
Mediacom	Golf	Utilities	\$ 109.95
Verizon Wireless	Police	Utilities	\$ 15.02

Total **\$ 2,073.72**

City of Newton Council Report



Item: Resolution Approving the FY22 Maximum Property Tax Dollars

Summary: Resolution Approving the FY22 Maximum Property Tax Dollars

Financial Impact: Resolution Approves the FY22 Maximum Property Tax Levies in Certain Funds

Report Number: 21-038

Date: February 15, 2021

Lead Department:
Administration

Recommendation:
Approval

BACKGROUND

The 2019 Iowa State Legislature passed bill #SF634 into law which requires cities to hold an additional public hearing during the budget process to set a maximum in property tax dollars received in certain levies. This requirement does not include the Library levy or the Debt Service levy. The maximum property tax dollar public hearing must be held before a public hearing is set on the final budget.

The total FY22 maximum property tax dollars for the affected property tax levies for the City of Newton is \$6,910,431, which is a decrease of \$2,794 from FY21. The notice was published in the Newton Daily News on February 2, 2021 and posted to all of the City of Newton social media accounts as required by law.

Recommendation:

Staff recommends approving the attached resolution for the maximum property tax dollars in FY22.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION APPROVING THE FY22 MAXIMUM PROPERTY TAX DOLLARS

WHEREAS, the City Council of Newton, Iowa has considered the proposed FY22 City maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed City maximum property tax dollars was published as required and posted on the City of Newton’s website and social media accounts; and

WHEREAS, a public hearing concerning the proposed City maximum property tax dollars was held on February 15, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the maximum property tax dollars for the affected tax levies for FY22 shall not exceed the following total:

Total FY22 Maximum levy for affected property tax levies: \$6,910,431

BE IT RESOLVED the maximum property tax dollars requested in the total maximum levy for affected property tax levies for FY22 is hereby approved.

Roll Call Vote:

Mark Hallam	-	YEA / NAY
Dean Stoner	-	YEA / NAY
Evelyn George	-	YEA / NAY
Randy Ervin	-	YEA / NAY
Craig Trotter	-	YEA / NAY
Steve Mullan	-	YEA / NAY

PASSED this 15th day of February 2021.

APPROVED this _____ day of February, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF NEWTON - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/15/2021 **Meeting Time:** 06:00 PM **Meeting Location:** Council Chambers, 101 W 4th St S. or via Zoom (<https://us02web.zoom.us/j/83564044015>), Join zoom via phone: (call 312-626-6799 & enter ID # 83564044015), Mediacom Channels: 12/85/121.12, Website Streaming: Newtongov.org / I want to "view" Livestream

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.newtongov.org

City Telephone Number
 (641) 792-2787 ext: 2003

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	472,107,780	473,085,445	473,085,445	
Tax Levies:				
Regular General	3,824,073	3,824,073	3,831,992	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	206,000	206,000	190,000	
Support of Local Emer. Mgmt. Commission	22,881	22,881	22,881	
Emergency	0	0	0	
Police & Fire Retirement	912,987	912,987	972,021	
FICA & IPERS	246,953	246,953	517,081	
Other Employee Benefits	1,700,331	1,700,331	1,376,456	
Total Tax Levy	6,913,225	6,913,225	6,910,431	-0.04
Tax Rate	14.64332	14.61306	14.60715	

Explanation of significant increases in the budget:

There will be no significant increases in the budgets supported by the above listed tax levies.

If applicable, the above notice also available online at:

www.facebook.com/cityofnewtoniowa www.facebook.com/GetToKnowNewton/ www.facebook.com/newtoniowafiredepartment www.facebook.com/NewtonParks www.facebook.com/NewtonPolice
www.twitter.com/GettoKnowNewton www.instagram.com/gettoknownewton/ www.nextdoor.com/agency-city/ia/newton/

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

City of Newton Council Report

Item: A resolution accepting purchase and redevelopment proposal for property at 921 North 4th Avenue West in Newton

Summary: The City acquired the abandoned property at 921 North 4th Avenue West through the tax certificate process with Jasper County. The home originally on the site was destroyed by fire. The remaining dilapidated garage was recently demolished by the City.

Financial Impact: Cost Recovery



Report Number: 21-039

Date: February 15, 2021

Lead Department: Community Development Department

Recommendation: Approve

The City of Newton acquired the property at 921 North 4th Avenue West through the tax certificate process with Jasper County. The City recently demolished the remaining garage on the property. The cleared property is now available to sell for redevelopment

The City has given the requisite Public Hearing notice for selling land, per Council action on February 1, 2021. Public notice has been published in the *Newton Daily News*, inviting interested parties to submit proposals for the lot.

The City of Newton has received the following offer from Greater Des Moines Habitat for Humanity, Inc.:

- Purchase Price: \$5,000.
- Property conveyed by Special Warranty Deed (with a right of reversion clause), requiring construction of a new single family home.

Funds received from the sale of D&D land return to the D&D program for use on other acquisitions and/or demolitions. A sale of the land would return the property to the tax base and would eliminate the City's maintenance responsibility and costs associated with that.

Recommendation: Staff recommends approval of the offer received from Greater Des Moines Habitat for Humanity, Inc.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING PURCHASE AND REDEVELOPMENT PROPOSAL FOR
PROPERTY AT 921 NORTH 4TH AVENUE WEST IN NEWTON**

WHEREAS, Greater Des Moines Habitat for Humanity, Inc., has submitted a proposal to purchase, for \$5,000.00, certain property owned by the City of Newton, Iowa located at 921 North 4th Avenue West, legally described as: PARCEL "A" OF LOT ONE OF OUTLONE ONE IN EXLINE'S ADDITION OT THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT OF SURVEY RECORDED IN BOOK 1153, PAGE 271, AS APPEARS OF RECORD IN THE OFFICE OF THE RECORDER OF SAID COUNTY

WHEREAS, said real estate is not needed for public purposes, and

WHEREAS, Iowa Code Chapter 364.7 requires cities to set a public hearing before selling or disposing of real estate, and,

WHEREAS, the City has set such a hearing, given the required public notice, and held the public hearing; and

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

Section 1: That the attached Purchase and Redevelopment Agreement for Property Located at 921 North 4th Avenue West between the City and the purchasing party, Greater Des Moines Habitat for Humanity, Inc., be approved and accepted, subject to the restrictions in the Agreement.

Section 2: That the City shall prepare a Special Warranty Deed, obtain the signatures of the Mayor and City Clerk who are each hereby authorized and directed to execute said deed on behalf of the City of Newton, Iowa, and to take all steps necessary to complete the transfer of title to the purchasing party per the terms of the Agreement to Purchase Real Estate.

PASSED this _____ day of February 2021.

APPROVED this _____ day of February 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

THIS CERTIFICATE ISSUED UNDER THE SEAL OF THE
COPYRIGHT OFFICE IN ACCORDANCE WITH TITLE 17,
UNITED STATES CODE, ATTESTS THAT REGISTRATION
HAS BEEN MADE FOR THE WORK IDENTIFIED BELOW.
THE INFORMATION ON THIS CERTIFICATE HAS BEEN
MADE A PART OF THE COPYRIGHT OFFICE RECORDS.



REGISTRATION NUMBER: --

GENERAL NOTES

- I SITEWORK
- Builder shall be responsible for grading of site and lots.
 - Perform excavation according to good common construction practices to the lines, grades and elevations indicated on Drawings.
 - Provide foundation drainage as specified by governing codes.
 - Provide soil poisoning to control termites as required by governing codes.
- II CONCRETE
- All concrete shall be designed and specified by others.
- III MASONRY
- Brick Veneer
 - Provide modular size brick veneer units complying with governing codes.
Brick type shall be specified by Builder.
 - Provide mortar in accordance with governing codes.
- IV METALS
- All structural steel shall comply with appropriate governing codes.
- V WOOD AND PLASTICS
- Lumber and manufactured/engineered wood products shall, in addition to complying with governing codes, comply with:
 - "Product Use Manual" of the Western Wood products Association for selection and use of products included in that manual.
 - "Plywood Specification and Grade Guide" of the American Plywood Association.
 - American Wood Preservers Association standards and recommendations for fire-retardant and preservative pressure treated lumber and plywood.
 - All wood indicated as "pressure treated" or "treated" shall be preservative pressure treated.
 - All wood indicated as "fire-retardant" shall be fire-retardant pressure treated.
 - Framing lumber: provide lumber and materials meeting or exceeding the following standards of quality:
 - All engineered wood products shall be handled and installed in strict accordance with manufacturers/specifications recommendations unless otherwise noted on drawings
 - All headers and beams shall be free from splits, checks and shakes.
 - Ceiling joists are designed for no attic storage unless noted otherwise.
 - Species:
Load bearing frame members, except plates: Doug Fir Larch #2 or better
Sole, top and double plates: Southern Pine Fir #2 or better
Exterior deck framing: Southern Yellow pine #2 or better CCA .40 Pressure treated
Exterior decking and railings: Ponderosa Pine #2 or better CCA .40 Pressure treated
 - Rough Hardware:
 - Steel Items:
 - Comply with governing codes.
 - Use galvanized at exterior locations.
 - Truss layout is schematic only. Truss manufacturer shall be responsible for the design (including spacing) of all trusses. Trusses to be designed and certified by an Engineer licensed in the State of Iowa.
 - Main Stair construction shall consist of 3-2x12 stringers, 3/4" thick tread and 1/2" thick risers. Basement Stair construction shall consist of 3-2X12 stringers and 2X10 tread, Unless noted otherwise.
 - All wood plates bearing on concrete or masonry shall be of decay-resistant material as required by governing codes.
 - Interior trim shall be selected by Builder.
 - All exterior framing and decking shall be constructed of decay-resistant lumber CCA .40 or equal.
- VI THERMAL & MOISTURE PROTECTION
- Thermal building insulation at assemblies adjacent to exterior or unheated spaces meeting the requirements of governing codes and, unless otherwise noted, meeting the following minimum requirements:
 - Foundation walls:
 - Basement: glass fiber, vinyl faced blankets, R-15. Unless noted otherwise on plans.
 - Crawl Space: glass fiber, unfaced blankets, R-15. Unless noted otherwise on plans.
 - Exterior frame walls:
 - 2x4: glass fiber, batts, R-13 +5. Unless noted otherwise on plans.
 - 2x6: glass fiber, batts, R-21 (Min.). Unless noted otherwise on plans.
 - Ceilings:
 - Attic areas: glass fiber, blown, R-49. Unless noted otherwise on plans.
 - Vaulted rafters: glass fiber, batts, R-30. Unless noted otherwise on plans.
 - Framed floors over unheated areas: glass fiber batts, R-30 (Min.). Unless noted otherwise on plans.
 - Install 4 mil polyethylene vapor barrier to inside face of studs at all exterior walls except bathrooms. Unless noted otherwise on plans.
 - Roofing shall be specified by Builder and as shown on Drawings.
 - Siding shall be specified by Builder and as shown on Drawings.
 - Flashing and sheet metal required to prevent penetration of water through the exterior shell of the building. In addition to complying with governing codes, comply with pertinent recommendations contained in current edition of "Architectural Sheet Metal Manual" published by SMACNA. All iron sheet metal flashing shall be hot-dip galvanized complying with ASTM A93.
 - Gutters and down spouts as specified by Builder. Down spout and splash locations shall be determined by Sub Contractor(and approved by Builder) so as to provide positive roof and site drainage.
 - Attic and roof ventilation as required by governing codes and as shown on Drawings. Provide appropriate soffit and roof vents as specified/approved by Builder.
 - Foundation moisture protection
 - Waterproof foundation wall as specified by Builder.
 - Sump pit and pump as specified by Builder and as shown on Drawings.
 - Perforated foundation drain tile as specified by Builder.

FRAMING NOTES

- EXTERIOR HEADERS: OPENINGS LESS THAN 6'-0" IN WIDTH - 2-2x10 WITH FLAT 2x4 ON BOTTOM OPENINGS 6'-0" OR GREATER IN WIDTH - 2-2x12 UNLESS OTHERWISE SPECIFIED ON PLANS. SEE DETAIL ON SHEET D1
- INTERIOR HEADERS: IN NON BEARING PARTITION WALLS - 2x4
- CAP STOOP: 3/4" OSB 2x6 FRAMING TAP ON OR RAMSET AND BRACED TO FOUNDATION TIES; OSB TO HANG EXTEND OVER FOUNDATION HALF WAY.
- NO BRIDGING: SOLID BLOCKING AS REQUIRED BY CODES.
- BASEMENT STAIRS: 3/4" AWAY FROM FRAMED OR FURRED WALLS.
- MAIN STAIRS: 1/2" RISERS, 3/4" TREADS WITH 1" OVERHANG ON FRONT, GLUED AND NAILED; TREADS HANG OVER ENDS 1 1/2" OR 2 1/4" WITH SKIRT BOARD. (USE SCRAPs WHERE POSSIBLE.)
- UPPER FLOOR BALCONIES: OSB FLUSH FOR 1x6 BALUSTER PLATE UNLESS SPECIFIED ON PLANS.
- TUB/SHOWERS: 5', 4' AND 3' EXACT OPENINGS. AS NOTED ON PLAN
- EXTERIOR DOORS: 3/4" OSB SPACER BETWEEN DOOR SILL AND FLOOR DECK, SLIDING GLASS DOORS INSTALL DIRECTLY TO FLOOR DECK.

- VII DOORS & WINDOWS.
- A. Doors:
- Doors as follows and as specified by Builder:
 - Entry doors and sidelights: as specified by Builder.
 - House/Garage doors: insulated steel door, flush with closer.
 - Overhead Garage doors: insulated, as specified by Builder.
 - Patio doors (hinged): full glass as specified by Builder.
 - Sliding glass doors: as specified by Builder.
 - Interior doors: as specified by Builder.
 - Windows:
 - Windows as follows and as specified by Builder:
 - Living levels (including walkout basement): polyvinyl or metal clad.
 - Basement: aluminum.
 - Units of the size, style and quantity shown on Drawings.
 - Glazing shall be double-pane insulating glass in living areas.
 - Tempered glass in all windows as required by governing codes.
 - Install emergency egress units as required by governing codes.
 - Finish hardware shall be specified by Builder. Install all hardware required by governing codes.
- VIII FINISHES
- A. Gypsum Panels:
- Gypsum panels, unless otherwise noted shall be provided as follows:
 - Exterior walls: 1-layer 1/2" regular panels to interior face.
 - Interior partitions: 1-layer 1/2" regular panels each side.
 - Ceiling: 1-layer 5/8" regular panels.
 - Garage: provide 5/8" type "X" panels as required by code.
 - Showers: Concrete board behind tile showers.
 - Provide metal corner bead and trim at all locations shown on Drawings and as recommended by gypsum wallboard manufacturer.
 - Tape, float and sand joints and fasteners of gypsum wallboard with 3-coats of joint compound as required.
- B. Finishes shown on Drawings shall be specified by Builder.
- IX SPECIALTIES
- A. Fireplaces shall be as follows:
- Pre-manufactured gas (non-wood burning) (UNO) units of the style and size shown on the Drawings.
 - Manufacturer and model shall be specified by Builder.
 - Sub Contractor(s) shall be responsible for proper installation of fireplace unit, venting, hearth, mantle and related components as recommended by manufacturer and as required by governing codes.
- B. Shower, tub and tub/shower enclosures shall be constructed of approved safety glazing as specified by Builder.
- C. Guardrails shall be provided as shown on Drawings and at unenclosed floor openings , open sides of stairways, landings and ramps, balconies, porches or decks which are more than 30 inches above grade or floor below. The top of guardrails shall not be less than 36 inches in height. Open guardrails shall have intermediate rails or an ornamental pattern such that a sphere 4 inches in diameter cannot pass through.
- X MECHANICAL
- A. General:
- Information and layouts shown on Drawings are only schematic in design, and shall be reviewed by Sub Contractors, Suppliers and Building Officials for compliance with governing codes and good common construction practices.
 - Equipment and fixtures shall be specified by Builder.
 - Design and installation of equipment shall be the responsibility of the appropriate licensed contractors.
- B. Plumbing:
- Plumbing rough-in shall be provided to washer box for clothes washer.
 - Gas lines and valves to dryer, range and fireplace as specified by Builder.
- C. Heating, Ventilating & Air Conditioning:
- Furnace: gas, forced air as specified by Builder.
 - All HVAC equipment shall be individually switched.
 - Dryer vent shall exhaust to exterior.
 - Mechanical exhaust ventilation where indicated in bathrooms, water closet compartments and laundry rooms shall exhaust to exterior and provide a minimum of 5 air changes per hour.
- XI ELECTRICAL
- A. General:
- Information and layouts shown on Drawings are only schematic in design, and shall be reviewed by Sub Contractors, Suppliers and Building Officials for compliance with governing codes and good common construction practices.
 - Equipment and fixtures shall be specified by Builder.
 - Design and installation of equipment shall be the responsibility of the appropriate licensed contractors.
- B. Install ground-fault circuit-interrupters (GFI or GFCI) meeting the requirements of all governing codes. All outdoor, bedroom (s), bath and garage wall receptacles shall be provided with ground-fault circuit protection.
- C. Install locally certified smoke detectors meeting the requirements of all governing codes. Smoke detectors shall be 110 volt powered, equipped with a battery backup and sound an alarm audible in all sleeping areas.

- TRUSSES: 24" o.c. WITH BRACING AS SPECIFIED BY TRUSS MANUFACTURER.
- RAFTERS: 24" o.c. WITH BRACING AS SHOWN ON PLANS
VAULT 2x10 16" o.c. / 2x6 SUB FASCIA, LOOKOUTS AS REQUIRED.
- EXTERIOR WALLS: OSB SHEATHING ON FRONT ELEVATION, ALL INSIDE CORNERS, OUTSIDE CORNERS, AND EXTERIOR FACE OF ALL GABLES. RIGID FOAM SHEATHING ON ALL OTHER AREAS. SHEATHING IS ALSO REQUIRED ON THE OUTSIDE FACE OF ANY/ALL WALLS THAT ADJOIN ENCLOSED UNHEATED SPACES SUCH AS PORCH ROOFS OR ATTIC SPACES. UNLESS NOTED OTHERWISE ON PLANS.
- CONCRETE SIDING: CAULK BEHIND WINDOWS AND AND DOORS.
HOUSE WRAP OVER ALL EXTERIOR WALLS AND GABLES;
INSTALLED TO BE WATER TIGHT PER MFG'R'S SPECIFICATIONS
- FLASHING: 2x4 UNDER RIDGE ON ALL GABLES.
RUBBER FLASHING 18" WIDE UNDER ALUMINUM FLASHING.
CONTINUOUS FLASHING ALONG SHED ROOFS AND STOOPS.

FRAMER SHALL PROVIDE CLEAR CHASES FOR PLUMBING AND MECHANICAL SYSTEMS.

THE FRAMER SHALL ADJUST LAYOUT OR PLACEMENT OF FRAMING MEMBERS TO PROVIDE REQUIRED CLEARANCES FOR ALL MECHANICAL AND PLUMBING SYSTEMS WHILE MAINTAINING STRUCTURAL INTEGRITY.

AREA SCHEDULE	
1158 Plan	
MAIN LIVING AREA	1158
UPPER LIVING AREA	N/A
TOTAL LIVING AREA	1158
BASEMENT FINISHED	16
BASEMENT UNFINISHED	1142
GARAGE	N/A
TOTAL ALL AREAS	2316

[OSQFT]

SHEET INDEX

- C1 SHEET INDEX, FRAMING NOTES, GENERAL NOTES, DESIGN DATA, AREA SCHEDULE
- 1.1 BASEMENT PLAN
- 2.1 MAIN FLOOR PLAN
- 2.2 DETACHED GARAGE
- 2.3 SHED
- 3.1 EXTERIOR ELEVATIONS
- 4.1 ROOF PLAN, STAIR SECTION
- D1 DETAILS
- D2 DETAILS
- D3 DETAILS
- E1 ELECTRICAL PLAN - BASEMENT
- E2 ELECTRICAL PLAN - MAIN FLOOR PLAN

DESIGN DATA

IRC 2015. BUILDING PLANNING - CHAPTER 3

LIVE LOADS

ROOF (SNOW) ----- 30 PSF -----

WIND DESIGN

115 MPH (SEISMIC DESIGN CATEGORY - A)
WEATHERING - SEVERE

SOIL TEST (LOAD BEARING PRESSURE)

SAND, SILTY SAND, CLAYEY SAND, SILT GRAVEL
AND CLAYEY GRAVEL ----- 2000 PSF -----
CLAYEY, SANDY, SLIGHTLY CLAY, CLAYEY SILT,
SILT AND SANDY SILT CLAY ----- 1500 PSF -----

BUILDING MATERIALS

STRUCTURAL STEEL ----- F_y = 36 KSI -----
REINFORCING STEEL ----- F_y = 60 KSI -----
CONCRETE -----

BASEMENT WALLS, FOUNDATION AND OTHER
CONCRETE NOT EXPOSED TO WEATHER -----
F_c = 2500 PSI -----

BASEMENT SLABS AND INTERIOR SLABS ON GRADE,
EXCEPT GARAGE FLOOR SLABS -----
F_c = 2500 PSI -----

BASEMENT WALLS, FOUNDATION WALLS, EXTERIOR
WALLS AND OTHER VERTICAL CONCRETE WORK
EXPOSED TO WEATHER -----
F_c = 3000 PSI -----

PORCHES, CARPORT SLABS AND STEPS EXPOSED
TO THE WEATHER AND GARAGE FLOOR SLABS -----
F_c = 3500 PSI -----

FRAMING LUMBER -----
2x6 AND LARGER ----- F_b = 1200 PSI -----
E = 1700 KSI -----
F_c = 625 PSI -----
2x4 AND MISC ----- F_b = 1400 PSI -----
E = 1700 KSI -----
F_c = 1000 PSI -----
2x6 STUDS ----- F_b = 725 PSI -----
E = 1500 KSI -----
F_c = 675 PSI -----
2x4 STUDS ----- F_b = 800 PSI -----
E = 1500 KSI -----
F_c = 600 PSI -----
MICRO-LAMS (12") ----- F_c = 2800 PSI -----
E = 2000 KSI -----

RESIDENTIAL CONVENTIONAL FOOTING DIMENSIONS:

ASSUMING 2,000 P.S.F. IS REQUIRED FOR THE FOOTING, THE FOLLOWING ADJUSTED FOOTING DIMENSIONS MAY BE USED FOR THE SOIL CONDITIONS SPECIFIED IN THE TABLE BELOW, UNLESS SPECIFIC ENGINEERING PROBLEMS EXIST.

SOIL BEARING PRESSURE	CONVENTIONAL FOOTING DIMENSION & REINFORCEMENT
2,000 P.S.F.	8"x 16" WITH TWO #4 REINFORCEMENT BARS
1,850 P.S.F.	9"x 20" WITH TWO #4 REINFORCEMENT BARS
1,500 P.S.F.	10"x 24" WITH TWO #5 REINFORCEMENT BARS
1,250 P.S.F.	11"x 28" WITH THREE #5 REINFORCEMENT BARS
1,000 P.S.F.	12"x 32" WITH THREE #5 REINFORCEMENT BARS

THE DIMENSIONS SPECIFIED IN THIS TABLE ARE TYPICALLY ACCEPTED DIMENSIONS FOR CONVENTIONALLY DESIGNED SINGLE FAMILY DWELLING STRUCTURES OF ONE OR TWO STORIES IN HEIGHT INTENDED TO BE CONSTRUCTED ON UNDISTURBED, NON-EXPANSIVE SOILS.

THE OWNER AND/OR CONTRACTOR OF THIS PLAN RELEASES ALLER DESIGN GROUP LLC, ITS OFFICERS, OWNERS AND EMPLOYEES FROM ANY CLAIMS OR LAWSUITS AGAINST THAT MAY ARISE DURING THE CONSTRUCTION OF THIS STRUCTURE OR ANY THEREAFTER. ADDITIONALLY, ALLER DESIGN GROUP LLC, ITS OFFICERS, OWNERS AND EMPLOYEES DO NOT ACCEPT ANY LIABILITY FOR THE ACCURACY OR OVERALL INTEGRITY OF THESE DOCUMENTS. THEREFORE THE OWNER AND/OR CONTRACTOR MUST CAREFULLY INSPECT ALL DIMENSIONS, STRUCTURE AND DETAILS IN THESE DOCUMENTS PRIOR TO CONSTRUCTION AND ASSUMES RESPONSIBILITY FOR THE SAME.

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design group

1840 NW 118th St. Suite 220
Clive, IA 50325
515.254.1181

ALLER



1158 Plan A

SMART Series - Basement

Address Required for Permit

Builder:

Destiny Homes

[515] 216.1015

Project No.: 30209419

Date: 02.25.19

Drawn By: JA/SH/TK

Revisions: 10.30.19

03.02.20

05.05.20

Sheet Title:

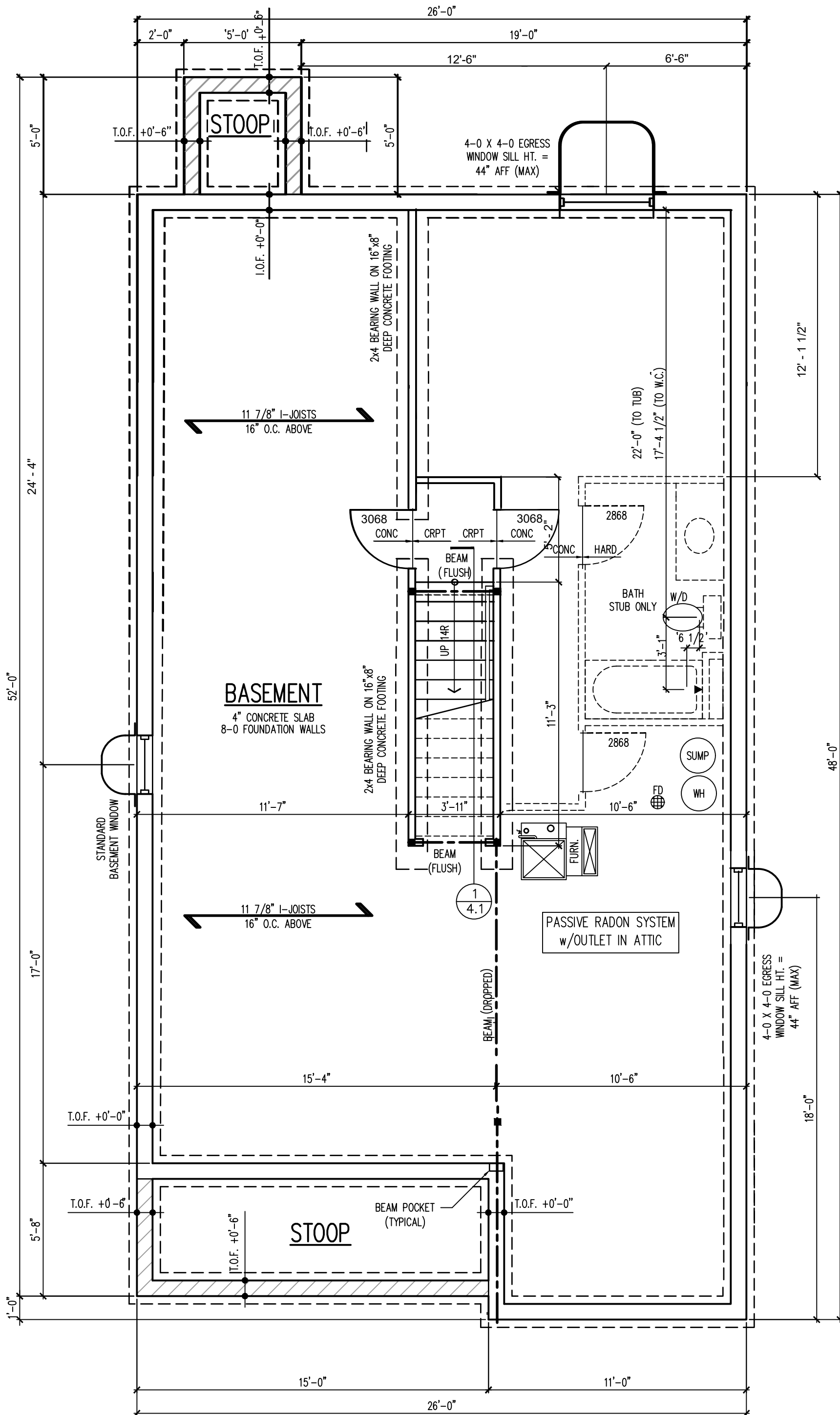
COVER SHEET

Sheet No.:

C1

THIS CERTIFICATE ISSUED UNDER THE SEAL OF THE
COPYRIGHT OFFICE IN ACCORDANCE WITH TITLE 17,
UNITED STATES CODE, ATTESTS THAT REGISTRATION
HAS BEEN MADE FOR THE WORK IDENTIFIED BELOW.
THE INFORMATION ON THIS CERTIFICATE HAS BEEN
MADE A PART OF THE COPYRIGHT OFFICE RECORDS.

REGISTRATION NUMBER: --



BASEMENT PLAN

SCALE: 1/4"=1'-0"

VERIFY FOUNDATION ELEVATIONS FOR
STEP DOWNS PER GRADE. PLANS ARE
CONCEPTUAL, ADJUST AS REQUIRED.

ALL STRUCTURE SHOWN IS SCHEMATIC
ONLY AND TO BE DESIGNED AND
ENGINEERED BY TRUSS MFGR. OR BY
OTHERS

ALL STRUCTURAL CONCRETE PIER PADS
TO BE SIZED AND VERIFIED BY OTHERS.

PLACE LOWER LEVEL WINDOW HEADERS
IN RIM AS REQUIRED PER WINDOW
HD.HT. AND GRADE

WINDOW SIZES SHOWN ON PLANS ARE
NOMINAL SIZE - ACTUAL WINDOW ROUGH
OPENING TO BE VERIFIED PER MFG.

TYPICAL NOTES:

VNTS-TCA

1. TYPICAL CONSTRUCTION ASSEMBLIES:

A. ROOF CONSTRUCTION:

COMPOSITION ROOF SHINGLES ON
30# FELT ON
1/2" OSB ROOF SHEATHING ON
ROOF FRAMING MEMBERS
AS NOTED ON FLOOR PLANS.
CEILING:

FRAMED 16" O.C. = 1/2" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD

B. EXTERIOR SIDING WALL CONSTRUCTION:

SIDING (AS NOTED ON ELEVATIONS) ON
HOUSE WRAP ON
EXTERIOR WALL SHEATHING AS NOTED BELOW:
1/2" OSB SHEATHING ON ALL ELEVATIONS, U.N.O.
INTERIOR: 1/2" GYPSUM WALL BOARD.

C. EXTERIOR MASONRY WALL CONSTRUCTION:

BRICK VENEER w/
MASONRY TIES 16"o.c. HORIZONTAL & VERTICAL OVER
HOUSE WRAP ON
1/2" OSB WALL SHEATHING.
INTERIOR: 1/2" GYPSUM BOARD.

D. BASEMENT AND GARAGE FLOOR CONSTRUCTION:

4" CONCRETE SLAB (MINIMUM) ON
COMPACTED STRUCTURAL FILL.

E. FRAME FLOOR CONSTRUCTION:

FINISH FLOORING (AS NOTED ON FLOOR PLANS) ON
3/4" FLOOR SHEATHING ON
1-JOISTS ENGINEERED FLOOR SYSTEM, U.N.O.
(SIZE AND SPACING AS NOTED ON FLOOR PLANS)
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
FRAMED 24" O.C. : 5/8" GYPSUM BOARD.
FRAMED 16" O.C. : 1/2" GYPSUM BOARD.

2. WINDOWS

ROUGH OPENING OF WINDOW TO BE NOTED IN FT./IN.
ON FLOOR PLANS, U.N.O.
TYPICAL HEAD HEIGHT FOR WINDOWS TO BE 6'-11 1/2"
UNLESS NOTED OTHERWISE ON DRAWINGS.

A. CASEMENT WINDOWS

WINDOW HINGE NOTED ON EXTERIOR ELEVATIONS.
NOTED ON PLANS AS CSMT

B. SLIDING WINDOWS

NOTED ON PLANS AS SL

C. SINGLE HUNG WINDOWS

NOTED ON PLANS AS SH

D. DOUBLE HUNG WINDOWS

NOTED ON PLANS AS DH

3. DOORS

DOOR SIZES NOTED ON FLOOR PLANS IN FT./IN.
TYPICAL HEAD HEIGHT FOR DOORS TO BE 6'-11"

A. WOOD JAMBS AND CASING

ROUGH OPENING FOR HINGED DOORS TO BE 2"
WIDER THAN DOOR SIZE NOTED ON PLAN,
BI-FOLDS DOORS TO BE 2 1/4" WIDER THAN
DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-PASS DOORS TO BE 1"
WIDER THAN DOOR SIZE NOTED ON PLANS.

B. GYPSUM BOARD OPENING

ROUGH OPENING FOR BI-PASS DOORS
TO BE SAME AS DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-FOLD DOORS TO BE
1 1/4" WIDER THAN DOOR SIZE NOTED ON PLANS.

AREA SCHEDULE

1158 Plan	
MAIN LIVING AREA	1158
UPPER LIVING AREA	N/A
TOTAL LIVING AREA	1158
BASEMENT FINISHED	16
BASEMENT UNFINISHED	1142
GARAGE	N/A
TOTAL ALL AREAS	2316

(QSQFT)

ADJUST PLACEMENT OF FRAMING
MEMBERS AS REQUIRED TO PROVIDE
REQUIRED CLEARANCE FOR PLUMBING
AND MECHANICAL SYSTEMS

HOLD ALL DOOR AND WINDOW ROUGH
OPENINGS 5" (MIN.) FROM INTERSECTING
WALLS TO ALLOW FOR TRIM

ALL STRUCTURE AND BEAMS TO BE
SIZED BY TRUSS MANUFACTURER OR OTHERS

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Clive, IA 50325
515.254.1181



1158 Plan A

SMART Series - Basement
Address Required for Permit

Builder:

Destiny Homes

[515] 216.1015

Project No.: 30207220

Date: 05.05.20

Drawn By: JA/SH/TK

Revisions: --

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Sheet Title:

BASEMENT PLAN

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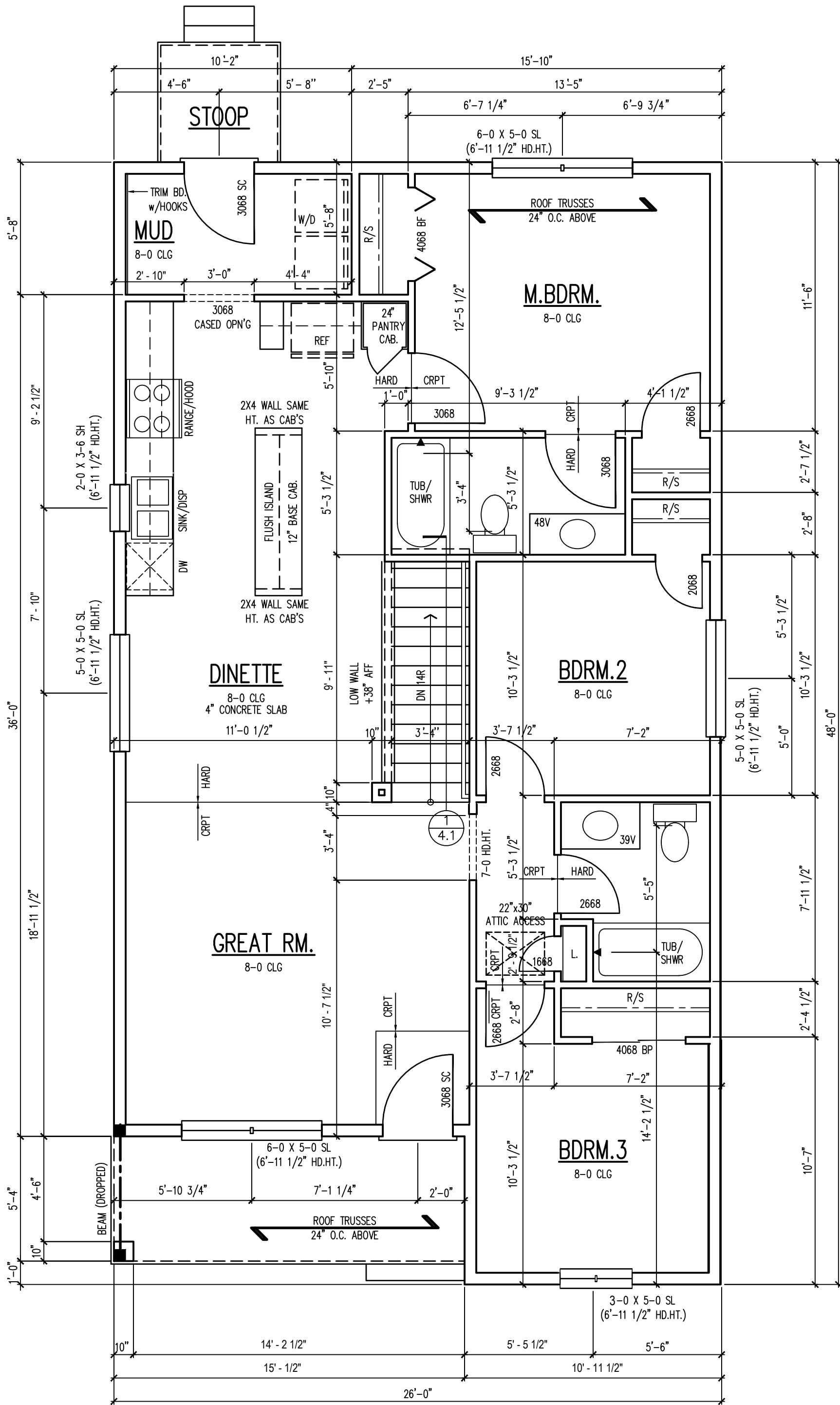
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REGISTRATION NUMBER: --



MAIN FLOOR PLAN

SCALE: 1/4"=1'-0"

ALL STRUCTURE SHOWN IS SCHEMATIC
ONLY AND TO BE DESIGNED AND
ENGINEERED BY TRUSS MFG. OR BY
OTHERS

WINDOW SIZES SHOWN ON PLANS ARE
NOMINAL SIZE - ACTUAL WINDOW ROUGH
OPENING TO BE VERIFIED PER MFG.

ROUGH OPENINGS OF FIREPLACES SHOWN
ON PLANS TO BE VERIFIED BY OTHERS
AND ROUTE FLUES PER MFG.

CABINETS SHOWN ON PLANS TO BE
DESIGNED BY OTHERS AND TO BE
VERIFIED PER MFG.

ADJUST PLACEMENT OF FRAMING
MEMBERS AS REQUIRED TO PROVIDE
REQUIRED CLEARANCE FOR PLUMBING
AND MECHANICAL SYSTEMS

HOLD ALL DOOR AND WINDOW ROUGH
OPENINGS 5" (MIN.) FROM INTERSECTING
WALLS TO ALLOW FOR TRIM

ALL STRUCTURE AND BEAMS TO BE
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TYPICAL NOTES:

VNTS-TCA

1. TYPICAL CONSTRUCTION ASSEMBLIES:

A. ROOF CONSTRUCTION:

COMPOSITION ROOF SHINGLES ON
30# FELT ON
1/2" OSB ROOF SHEATHING ON
ROOF FRAMING MEMBERS
AS NOTED ON FLOOR PLANS.
CEILING:

FRAMED 16" O.C. = 1/2" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD

B. EXTERIOR SIDING WALL CONSTRUCTION:

SIDING (AS NOTED ON ELEVATIONS) ON
HOUSE WRAP ON
EXTERIOR WALL SHEATHING AS NOTED BELOW:
1/2" OSB SHEATHING ON ALL ELEVATIONS, U.N.O.
INTERIOR: 1/2" GYPSUM WALL BOARD.

C. EXTERIOR MASONRY WALL CONSTRUCTION:

BRICK VENER w/
MASONRY TIES 16"o.c. HORIZONTAL & VERTICAL OVER
HOUSE WRAP ON
1/2" OSB WALL SHEATHING.
INTERIOR: 1/2" GYPSUM BOARD.

D. BASEMENT AND GARAGE FLOOR CONSTRUCTION:

4" CONCRETE SLAB (MINIMUM) ON
COMPACTED STRUCTURAL FILL.

E. FRAME FLOOR CONSTRUCTION:

FINISH FLOORING (AS NOTED ON FLOOR PLANS) ON
3/4" FLOOR SHEATHING ON
1-JOISTS ENGINEERED FLOOR SYSTEM, U.N.O.
(SIZE AND SPACING AS NOTED ON FLOOR PLANS)
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
FRAMED 24" O.C. : 5/8" GYPSUM BOARD.
FRAMED 16" O.C. : 1/2" GYPSUM BOARD.

2. WINDOWS

ROUGH OPENING OF WINDOW TO BE NOTED IN FT./IN.
ON FLOOR PLANS, U.N.O.
TYPICAL HEAD HEIGHT FOR WINDOWS TO BE 6'-11 1/2"
UNLESS NOTED OTHERWISE ON DRAWINGS.

A. CASEMENT WINDOWS

WINDOW HINGE NOTED ON EXTERIOR ELEVATIONS.
NOTED ON PLANS AS CSMT

B. SLIDING WINDOWS

NOTED ON PLANS AS SL

C. SINGLE HUNG WINDOWS

NOTED ON PLANS AS SH

D. DOUBLE HUNG WINDOWS

NOTED ON PLANS AS DH

3. DOORS

DOOR SIZES NOTED ON FLOOR PLANS IN FT./IN.
TYPICAL HEAD HEIGHT FOR DOORS TO BE 6'-11"

A. WOOD JAMBS AND CASING

ROUGH OPENING FOR HINGED DOORS TO BE 2"
WIDER THAN DOOR SIZE NOTED ON PLAN,
BI-FOLDS DOORS TO BE 2 1/4" WIDER THAN
DOOR SIZE NOTED ON PLANS.

ROUGH OPENING FOR BI-PASS DOORS TO BE 1"

WIDER THAN DOOR SIZE NOTED ON PLANS.

B. GYPSUM BOARD OPENING

ROUGH OPENING FOR BI-PASS DOORS
TO BE SAME AS DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-FOLD DOORS TO BE
1 1/4" WIDER THAN DOOR SIZE NOTED ON PLANS.

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ALLER design group

1840 NW 118th St. Suite 220
Clive, IA 50325
515.254.1181



1158 Plan A

SMART Series - Basement
Address Required for Permit

Builder:

Destiny Homes

[515] 216.1015

Project No.: 30207220

Date: 05.05.20

Drawn By: JA/SH/TK

Revisions: --

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Sheet Title:

MAIN FLOOR PLAN

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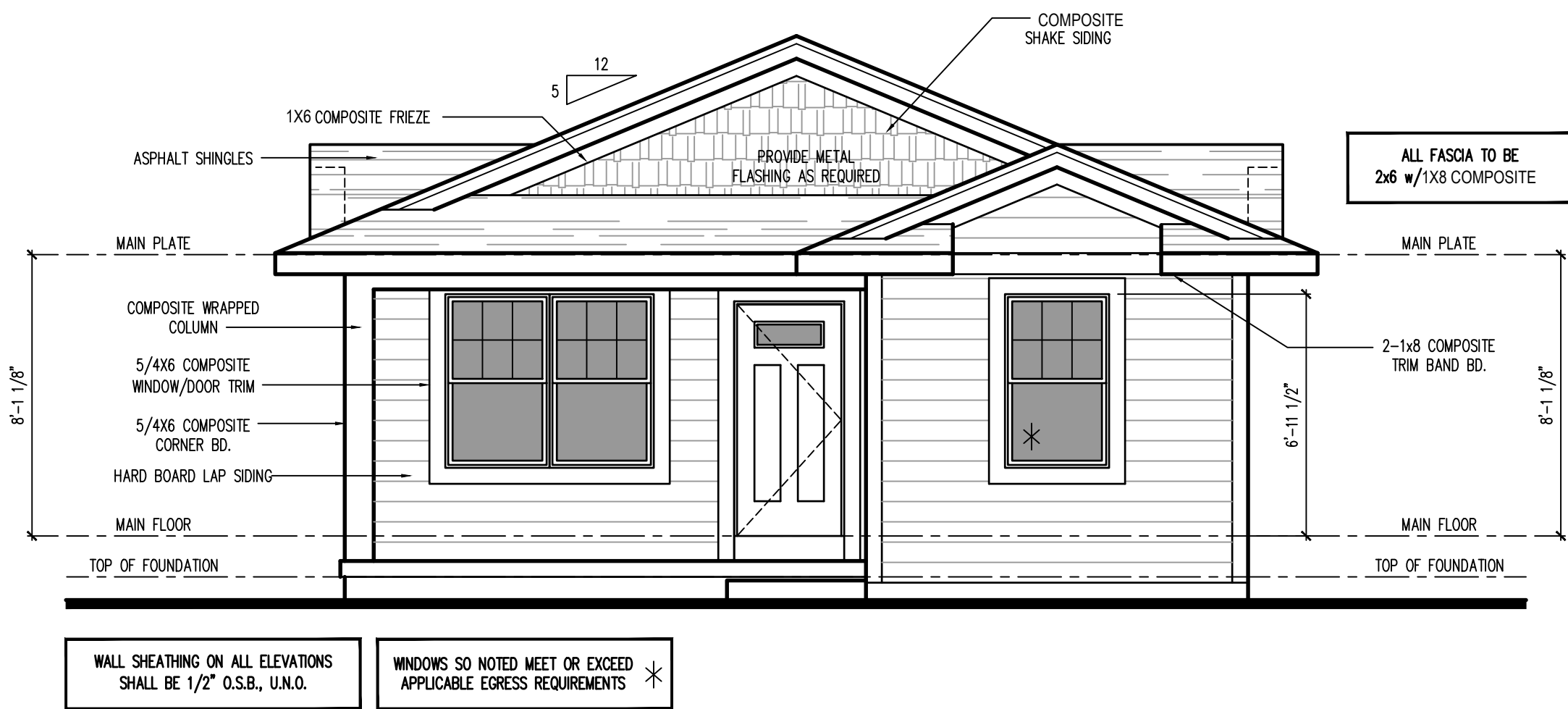
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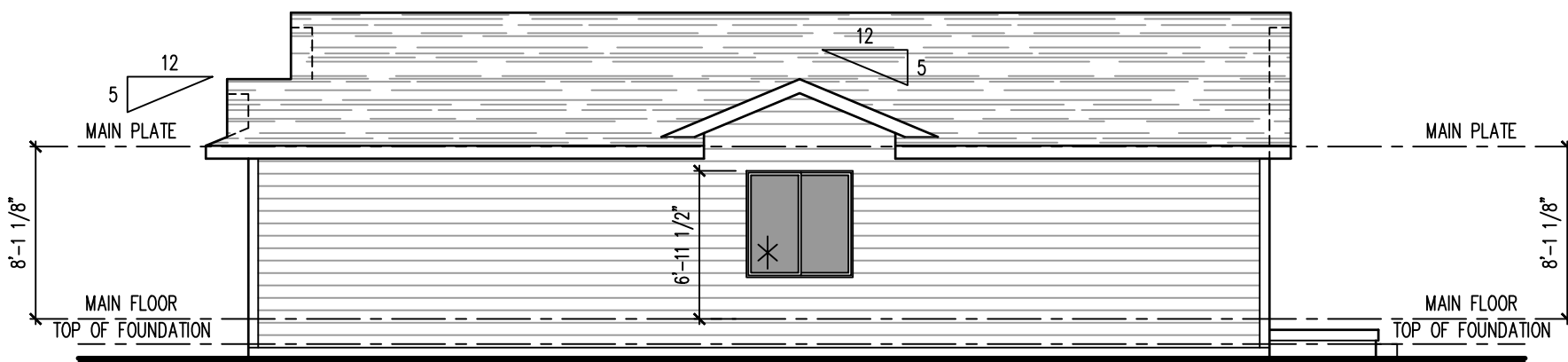


FRONT ELEVATION

SCALE: 1/4"=1'-0"

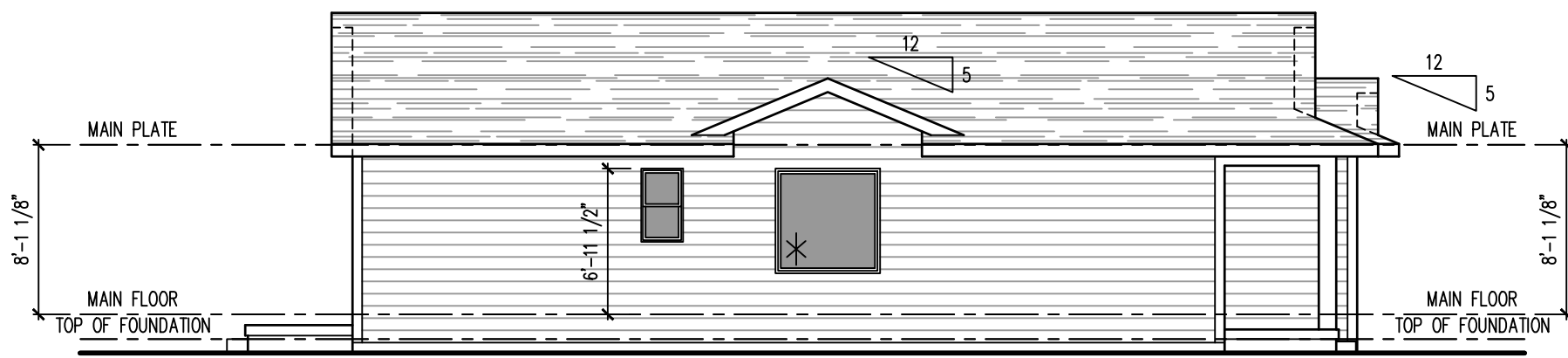
RIGHT ELEVATION

SCALE: 1/8"=1'-0"



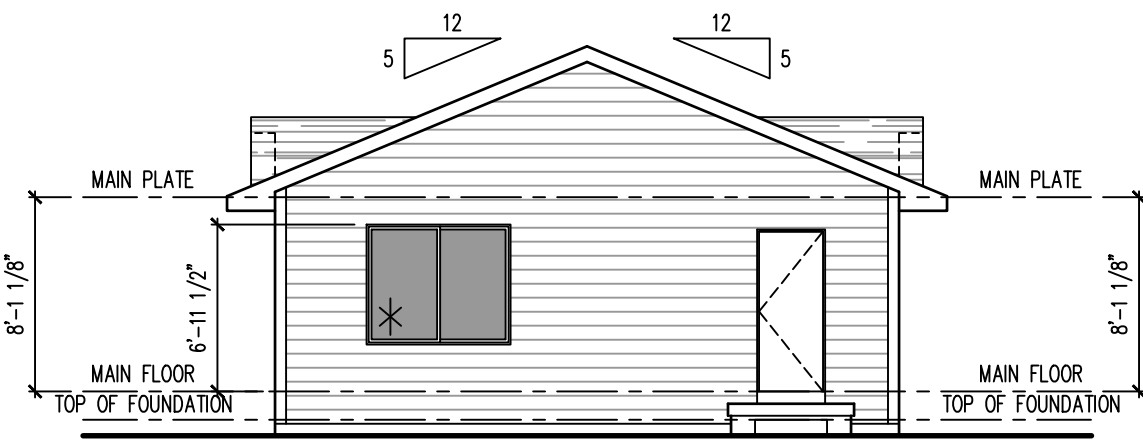
LEFT ELEVATION

SCALE: 1/8"=1'-0"



REAR ELEVATION

SCALE: 1/8"=1'-0"



TYPICAL NOTES:

VNTS-TCA

1. TYPICAL CONSTRUCTION ASSEMBLIES:

A. ROOF CONSTRUCTION:

COMPOSITION ROOF SHINGLES ON
30# FELT ON
1/2" OSB ROOF SHEATHING ON
ROOF FRAMING MEMBERS
AS NOTED ON FLOOR PLANS.
CEILING:

FRAMED 16" O.C. = 1/2" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD

B. EXTERIOR SIDING WALL CONSTRUCTION:

SIDING (AS NOTED ON ELEVATIONS) ON
HOUSE WRAP ON
EXTERIOR WALL SHEATHING AS NOTED BELOW:
1/2" OSB SHEATHING ON ALL ELEVATIONS, U.N.O.
INTERIOR: 1/2" GYPSUM WALL BOARD.

C. EXTERIOR MASONRY WALL CONSTRUCTION:

BRICK VENEER w/
MASONRY TIES 16" o.c. HORIZONTAL & VERTICAL OVER
HOUSE WRAP ON
1/2" OSB WALL SHEATHING.
INTERIOR: 1/2" GYPSUM BOARD.

D. BASEMENT AND GARAGE FLOOR CONSTRUCTION:

4" CONCRETE SLAB (MINIMUM) ON
COMPACTED STRUCTURAL FILL.

E. FRAME FLOOR CONSTRUCTION:

FINISH FLOORING (AS NOTED ON FLOOR PLANS) ON
3/4" FLOOR SHEATHING ON
1-JOISTS ENGINEERED FLOOR SYSTEM, U.N.O.
(SIZE AND SPACING AS NOTED ON FLOOR PLANS)
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
FRAMED 24" O.C. : 5/8" GYPSUM BOARD.
FRAMED 16" O.C. : 1/2" GYPSUM BOARD.

2. WINDOWS

ROUGH OPENING OF WINDOW TO BE NOTED IN FT./IN.
ON FLOOR PLANS, U.N.O.
TYPICAL HEAD HEIGHT FOR WINDOWS TO BE 6'-11 1/2"
UNLESS NOTED OTHERWISE ON DRAWINGS.

A. CASEMENT WINDOWS

WINDOW HINGE NOTED ON EXTERIOR ELEVATIONS.
NOTED ON PLANS AS CSMT

B. SLIDING WINDOWS

NOTED ON PLANS AS SL

C. SINGLE HUNG WINDOWS

NOTED ON PLANS AS SH

D. DOUBLE HUNG WINDOWS

NOTED ON PLANS AS DH

3. DOORS

DOOR SIZES NOTED ON FLOOR PLANS IN FT./IN.

TYPICAL HEAD HEIGHT FOR DOORS TO BE 6'-11"

A. WOOD JAMBS AND CASING

ROUGH OPENING FOR HINGED DOORS TO BE 2"
WIDER THAN DOOR SIZE NOTED ON PLAN,
BI-FOLDS DOORS TO BE 2 1/4" WIDER THAN
DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-PASS DOORS TO BE 1"
WIDER THAN DOOR SIZE NOTED ON PLANS.

B. GYPSUM BOARD OPENING

ROUGH OPENING FOR BI-PASS DOORS
TO BE SAME AS DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-FOLD DOORS TO BE
1 1/4" WIDER THAN DOOR SIZE NOTED ON PLANS.

ADJUST PLACEMENT OF FRAMING
MEMBERS AS REQUIRED TO PROVIDE
REQUIRED CLEARANCE FOR PLUMBING
AND MECHANICAL SYSTEMS

HOLD ALL DOOR AND WINDOW ROUGH
OPENINGS 5" (MIN.) FROM INTERSECTING
WALLS TO ALLOW FOR TRIM

ALL STRUCTURE AND BEAMS TO BE
SIZED BY TRUSS MANUFACTURER OR OTHERS

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Clive, IA 50325
515.254.1181

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1158 Plan A

SMART Series - Basement

Address Required for Permit

Builder:

Destiny Homes

[515] 216.1015

Project No.: 30209419

Date: 02.25.19

Drawn By: JA/SH/TK

Revisions: 10.30.19

03.02.20

05.05.20

Sheet Title:

EXTERIOR ELEVATIONS

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Sheet No.:

3.1

STAIR NOTES:

MIN. RUN	10"
MAX RISE	7 3/4"
MIN. HEADROOM	6'-8"
MAX. VARIANCE	3/8"

HANDRAIL NOTES:

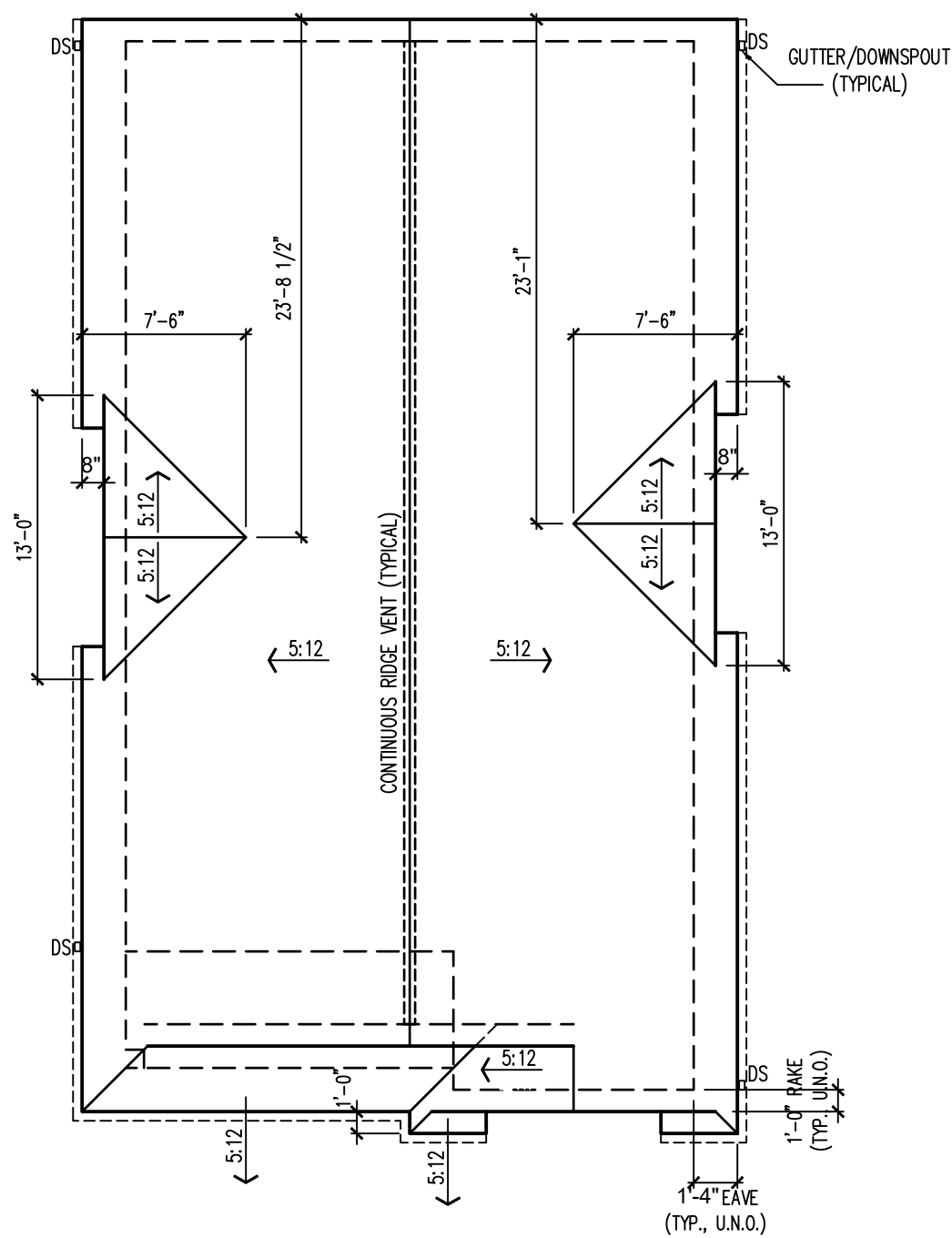
HANDRAIL HEIGHTS 34" TO 38"
 HANDRAILS MAY ENCROACH WIDTH OF STAIRS BY 4 1/2" MAX.
 HANDRAILS MAX. CROSS SECTION=2 5/8"
 HANDRAILS REQ'D ALONG STAIRS W/ 2 OR MORE TREADS

STAIR DIMENSIONS AND MATERIALS:

- 14 EQUAL RISERS = 8'-10 1/8"
- 13 EQUAL TREADS (@ 10" MIN. CLEAR) = 10'-10"
- 5/4" BULLNOSED TREADS (BSMT. ONLY)
- 1/2" OSB RISERS (TYP.)
- 2x12 STRINGER (3 THUS, TYP.)
- CONT. 3/4" O.S.B. SPACER BETWEEN OUTSIDE OF STRINGER AND ADJOINING WALLS (TYP.) USE 1 1/2" SPACER FOR FINISHED STAIR w/SKIRT BOARD
- 1" NOSING
- 10" TREAD WIDTH
- 7 37/64" RISE
- 2'-10" (MIN.)
- 3'-2" (MAX.)
- 6'-8" MIN. CLEAR
- 2x4 P.T. THRUST BLOCK (ANCHOR TO FLOOR)
- LOW WALL W/ WOOD CAP
- HANDRAIL BEHIND

SCALE: 1/2"=1'-0"

SCALE: 1/8"=1'-0"



VNTS-TCA

1. TYPICAL CONSTRUCTION ASSEMBLIES:
A. ROOF CONSTRUCTION:
COMPOSITION ROOF SHINGLES ON
30# FELT ON
1/2" OSB ROOF SHEATHING ON
ROOF FRAMING MEMBERS
AS NOTED ON FLOOR PLANS.
CEILING:
FRAMED 16" O.C. = 1/2" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD
B. EXTERIOR SIDING WALL CONSTRUCTION:
SIDING (AS NOTED ON ELEVATIONS) ON
HOUSE WRAP ON
EXTERIOR WALL SHEATHING AS NOTED BELOW:
1/2" OSB SHEATHING ON ALL ELEVATIONS, U.N.O.
INTERIOR: 1/2" GYPSUM WALL BOARD.
C. EXTERIOR MASONRY WALL CONSTRUCTION:
BRICK VENEER w/
MASONRY TIES 16" o.c. HORIZONTAL & VERTICAL OVER
HOUSE WRAP ON
1/2" OSB WALL SHEATHING.
INTERIOR: 1/2" GYPSUM BOARD.
D. BASEMENT AND GARAGE FLOOR CONSTRUCTION:
4" CONCRETE SLAB (MINIMUM) ON
COMPACTED STRUCTURAL FILL.
E. FRAME FLOOR CONSTRUCTION:
FINISH FLOORING (AS NOTED ON FLOOR PLANS) ON
3/4" FLOOR SHEATHING ON
1-JOISTS ENGINEERED FLOOR SYSTEM, U.N.O.
(SIZE AND SPACING AS NOTED ON FLOOR PLANS)
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD.
FRAMED 16" O.C. : 1/2" GYPSUM BOARD.
2. WINDOWS
ROUGH OPENING OF WINDOW TO BE NOTED IN FT./IN.
ON FLOOR PLANS, U.N.O.
TYPICAL HEAD HEIGHT FOR WINDOWS TO BE 6'-11"
UNLESS NOTED OTHERWISE ON DRAWINGS.
A. CASEMENT WINDOWS
WINDOW HINGE NOTED ON EXTERIOR ELEVATIONS.
NOTED ON PLANS AS CSMT
B. SLIDING WINDOWS
NOTED ON PLANS AS SL
C. SINGLE HUNG WINDOWS
NOTED ON PLANS AS SH
D. DOUBLE HUNG WINDOWS
NOTED ON PLANS AS DH
3. DOORS
DOOR SIZES NOTED ON FLOOR PLANS IN FT./IN.
TYPICAL HEAD HEIGHT FOR DOORS TO BE 6'-11"
A. WOOD JAMBS AND CASING
ROUGH OPENING FOR HINGED DOORS TO BE 2"
WIDER THAN DOOR SIZE NOTED ON PLANS.
BI-FOLDS DOORS TO BE 2 1/4" WIDER THAN
DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-PASS DOORS TO BE 1"
WIDER THAN DOOR SIZE NOTED ON PLANS.
B. GYPSUM BOARD OPENING
ROUGH OPENING FOR BI-PASS DOORS
TO BE SAME AS DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-FOLD DOORS TO BE
1 1/4" WIDER THAN DOOR SIZE NOTED ON PLANS.

HOLD ALL DOOR AND WINDOW ROUGH
OPENINGS 5" (MIN.) FROM INTERSECTING
WALLS TO ALLOW FOR TRIM

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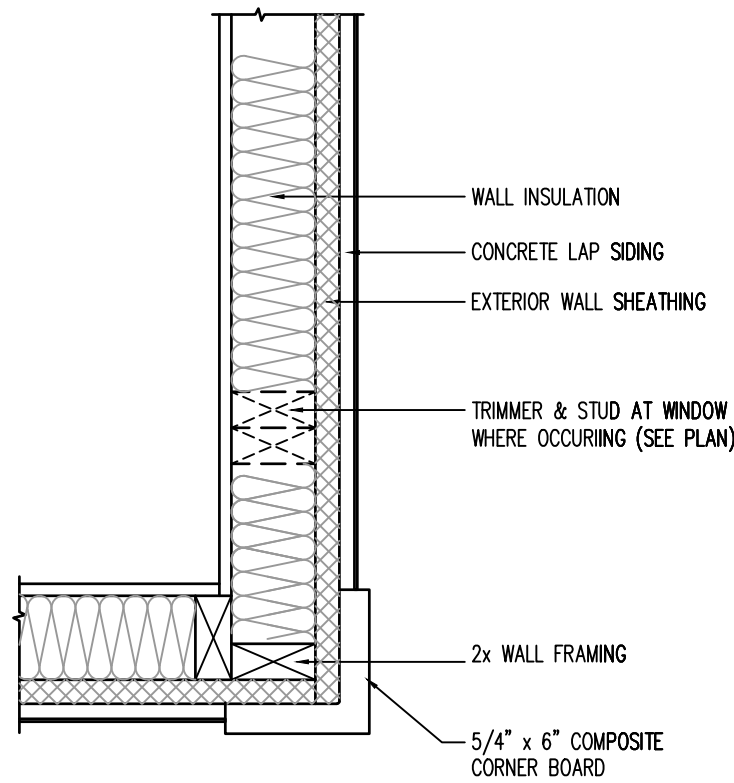
REGISTRATION NUMBER: --



4 TYPICAL EXTERIOR CORNER (U.N.O.)

SCALE: 1 1/2"=1'-0" [YCORR1]

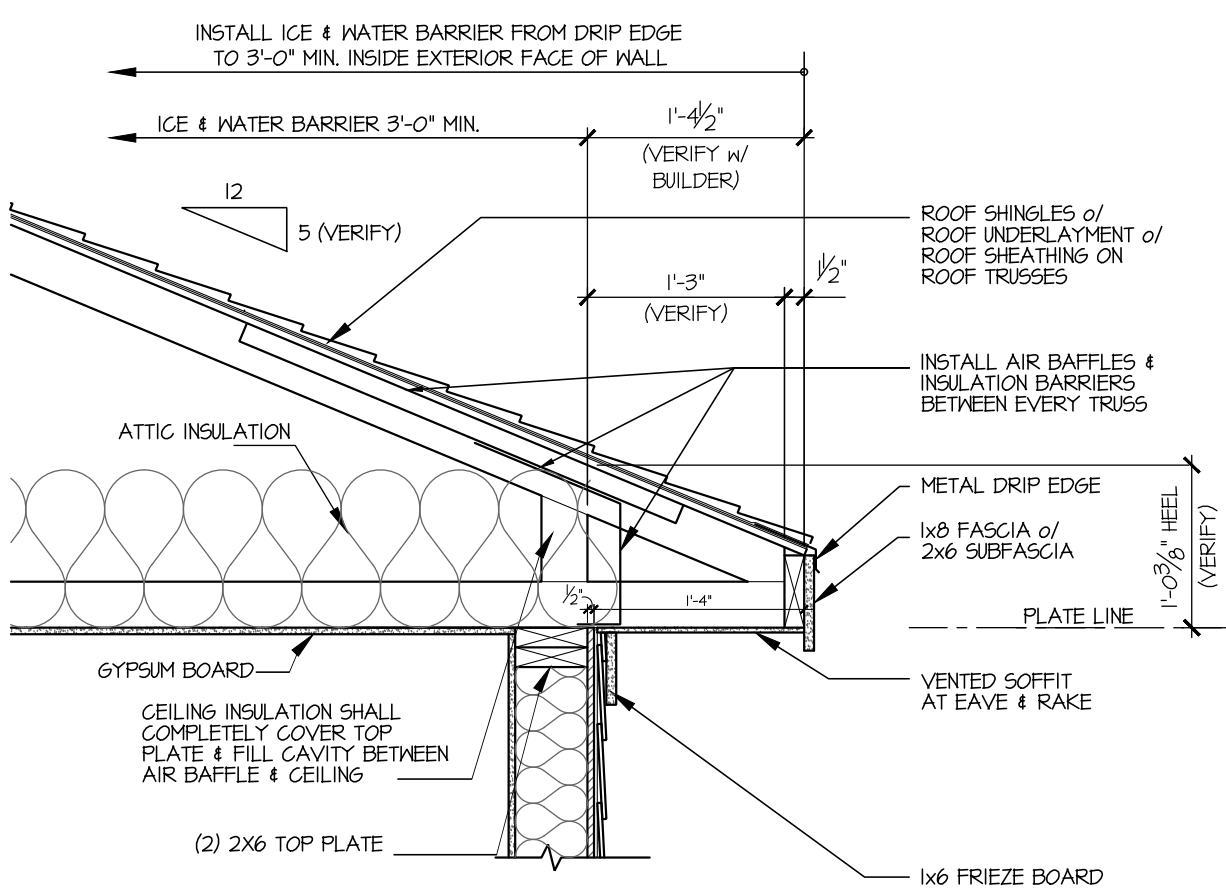
DETAIL SHOWN IS A TYPICAL DETAIL ONLY. EXTERIOR ELEVATIONS AND FLOOR PLANS SUPERSEDE DETAILS AND ANY DISCREPANCIES SHOULD BE VERIFIED PER BUILDER.



3 TYPICAL EAVE (U.N.O.)

SCALE: 1 1/2"=1'-0" [YEAVE1]

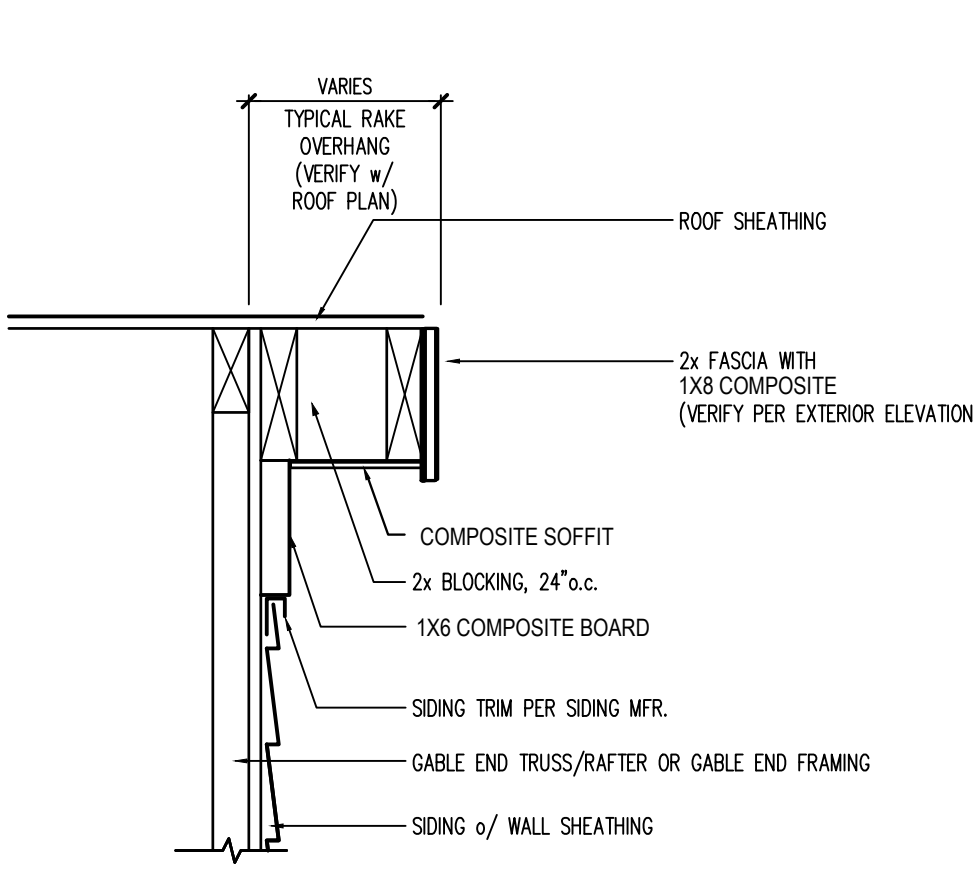
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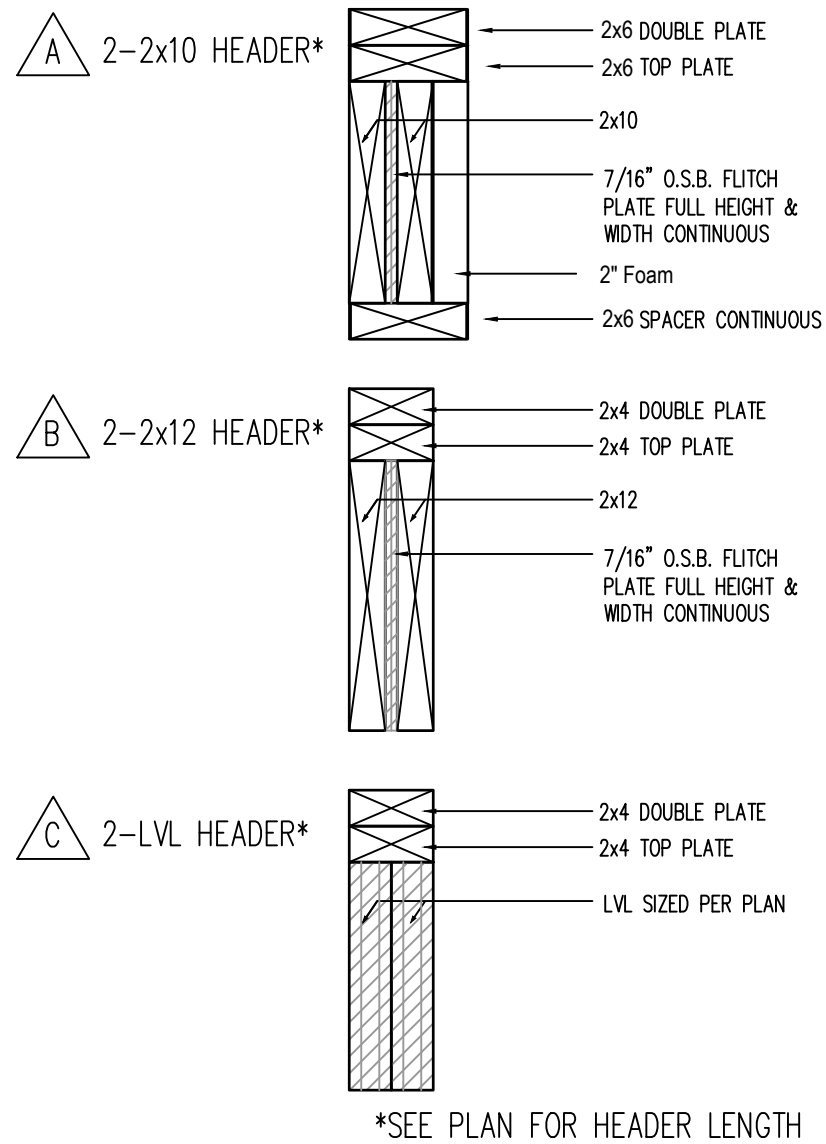
2 TYPICAL RAKE (U.N.O.)

SCALE: 1 1/2"=1'-0" [YRAKE1]

DETAIL SHOWN IS A TYPICAL DETAIL ONLY. EXTERIOR ELEVATIONS AND FLOOR PLANS SUPERSEDE DETAILS AND ANY DISCREPANCIES SHOULD BE VERIFIED PER BUILDER.



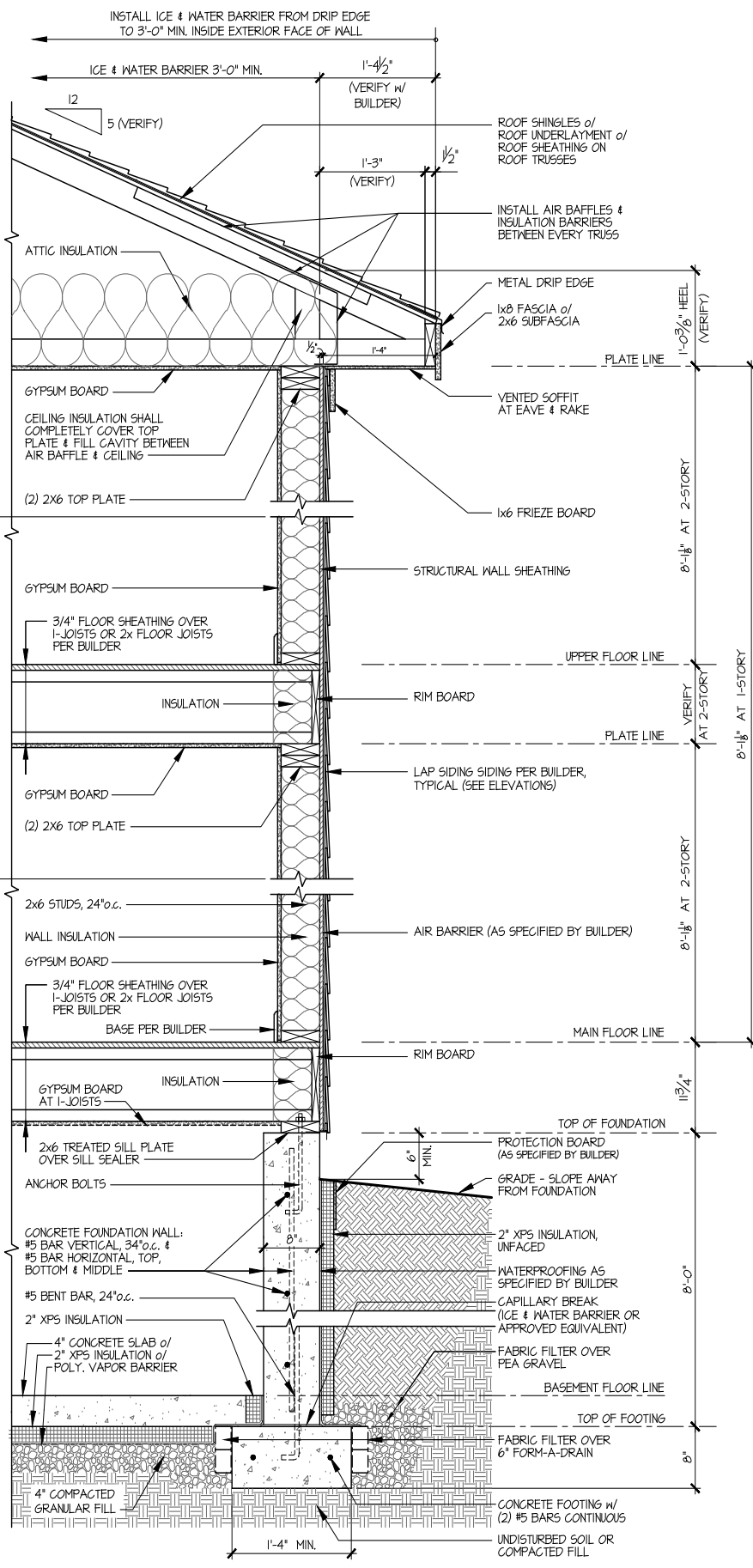
ADD BLOCKING BETWEEN HEADER AND WALL PLATES AS
REQUIRED TO MAINTAIN HEADER HEIGHTS AS NOTED ON PLANS
ADDITIONAL PLIES REQUIRED FOR THICKER WALLS WILL BE NOTED
ON PLANS



*SEE PLAN FOR HEADER LENGTH

5 HEADER TYPES

SCALE: 1 1/2"=1'-0"



1 TYPICAL WALL SECTION

SCALE: 3/4"=1'-0" [YWS1]

TYPICAL NOTES:

VNTS-TCA

1. TYPICAL CONSTRUCTION ASSEMBLIES:

A. ROOF CONSTRUCTION:

COMPOSITION ROOF SHINGLES ON
30# FELT ON
1/2" OSB ROOF SHEATHING ON
ROOF FRAMING MEMBERS
AS NOTED ON FLOOR PLANS.

CEILING:

FRAMED 16" O.C. = 1/2" GYPSUM BOARD.
FRAMED 24" O.C. = 5/8" GYPSUM BOARD
B. EXTERIOR SIDING WALL CONSTRUCTION:
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HOUSE WRAP ON
EXTERIOR WALL SHEATHING AS NOTED BELOW:
1/2" OSB SHEATHING ON ALL ELEVATIONS, U.N.O.
INTERIOR: 1/2" GYPSUM WALL BOARD.

C. EXTERIOR MASONRY WALL CONSTRUCTION:

BRICK VENEER w/
MASONRY TIES 16" o.c. HORIZONTAL & VERTICAL OVER
HOUSE WRAP ON
1/2" OSB WALL SHEATHING.
INTERIOR: 1/2" GYPSUM BOARD.

D. BASEMENT AND GARAGE FLOOR CONSTRUCTION:

4" CONCRETE SLAB (MINIMUM) ON
COMPACTED STRUCTURAL FILL.

E. FRAME FLOOR CONSTRUCTION:

FINISH FLOORING (AS NOTED ON FLOOR PLANS) ON
3/4" FLOOR SHEATHING ON
1-JOISTS ENGINEERED FLOOR SYSTEM, U.N.O.
(SIZE AND SPACING AS NOTED ON FLOOR PLANS)
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FRAMED 24" O.C. : 5/8" GYPSUM BOARD.
FRAMED 16" O.C. : 1/2" GYPSUM BOARD.

2. WINDOWS

ROUGH OPENING OF WINDOW TO BE NOTED IN FT./IN.
ON FLOOR PLANS, U.N.O.
TYPICAL HEAD HEIGHT FOR WINDOWS TO BE 6'-11 1/2"
UNLESS NOTED OTHERWISE ON DRAWINGS.

A. CASEMENT WINDOWS

WINDOW HINGE NOTED ON EXTERIOR ELEVATIONS.
NOTED ON PLANS AS CSMT

B. SLIDING WINDOWS

NOTED ON PLANS AS SL

C. SINGLE HUNG WINDOWS

NOTED ON PLANS AS SH

D. DOUBLE HUNG WINDOWS

NOTED ON PLANS AS DH

3. DOORS

DOOR SIZES NOTED ON FLOOR PLANS IN FT./IN.

TYPICAL HEAD HEIGHT FOR DOORS TO BE 6'-11"

A. WOOD JAMBS AND CASING

ROUGH OPENING FOR HINGED DOORS TO BE 2"
WIDER THAN DOOR SIZE NOTED ON PLAN,
BI-FOLDS DOORS TO BE 2 1/4" WIDER THAN
DOOR SIZE NOTED ON PLANS.

ROUGH OPENING FOR BI-PASS DOORS TO BE 1"
WIDER THAN DOOR SIZE NOTED ON PLANS.

B. GYPSUM BOARD OPENING

ROUGH OPENING FOR BI-PASS DOORS
TO BE SAME AS DOOR SIZE NOTED ON PLANS.
ROUGH OPENING FOR BI-FOLD DOORS TO BE
1 1/4" WIDER THAN DOOR SIZE NOTED ON PLANS.

ADJUST PLACEMENT OF FRAMING
MEMBERS AS REQUIRED TO PROVIDE
REQUIRED CLEARANCE FOR PLUMBING
AND MECHANICAL SYSTEMS

HOLD ALL DOOR AND WINDOW ROUGH
OPENINGS 5" (MIN.) FROM INTERSECTING
WALLS TO ALLOW FOR TRIM

ALL STRUCTURE AND BEAMS TO BE
SIZED BY TRUSS MANUFACTURER OR OTHERS

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515.254.1181



1158 Plan A

SMART Series - Basement
Address Required for Permit

Builder:

Destiny Homes

[515] 216.1015

Project No.: 30209419

Date: 02.25.19

Drawn By: JA/SH/TK

Revisions: 10.30.19

03.02.20

05.05.20

Sheet Title:

DETAILS

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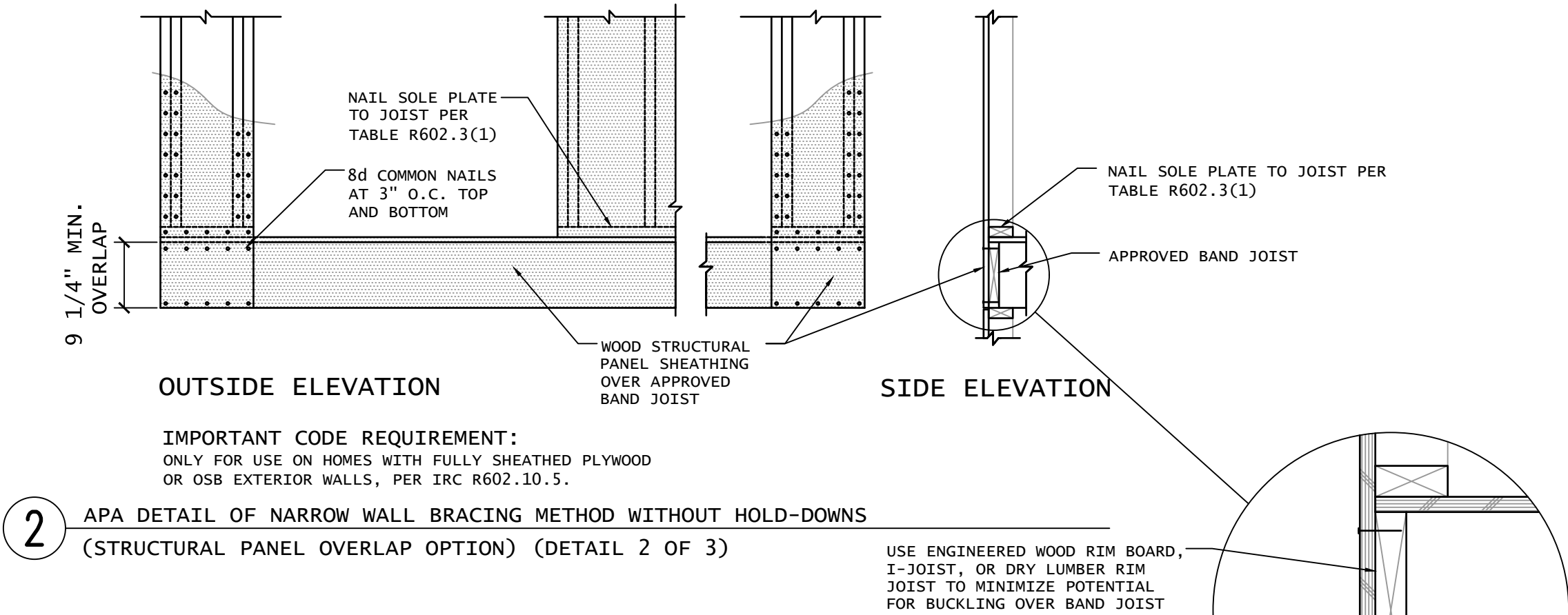
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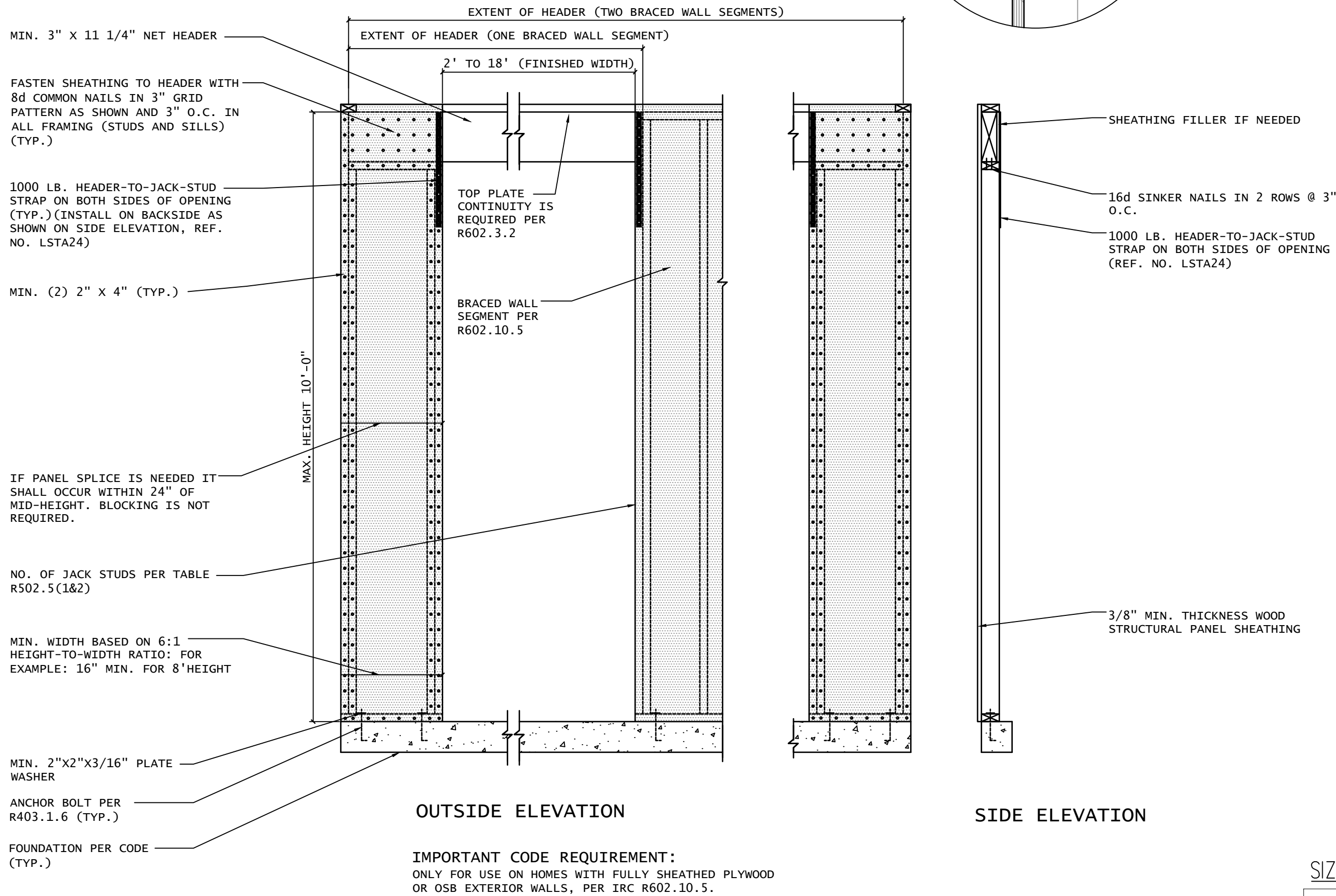
D1

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2 APA DETAIL OF NARROW WALL BRACING METHOD WITHOUT HOLD-DOWNS
(STRUCTURAL PANEL OVERLAP OPTION) (DETAIL 2 OF 3)



1 APA DETAIL OF NARROW WALL BRACING METHOD WITHOUT HOLD-DOWNS

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SIZED BY TRUSS MANUFACTURER OR OTHERS

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1158 Plan A

SMART Series - Basement

Address Required for Permit

Builder:
Destiny Homes
[515] 216.1015

Project No.: 30209419
Date: 02.25.19
Drawn By: JA/SH/TK
Revisions: 10.30.19
03.02.20
05.05.20

Sheet Title:
DETAILS

Sheet No.:

D2

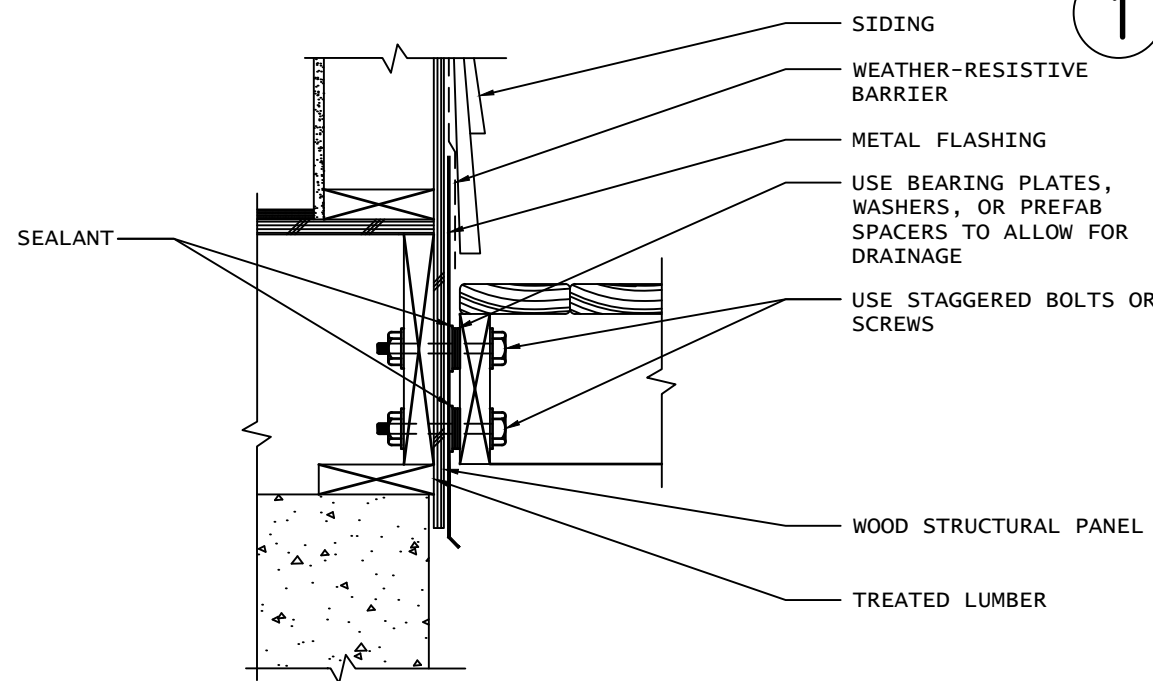
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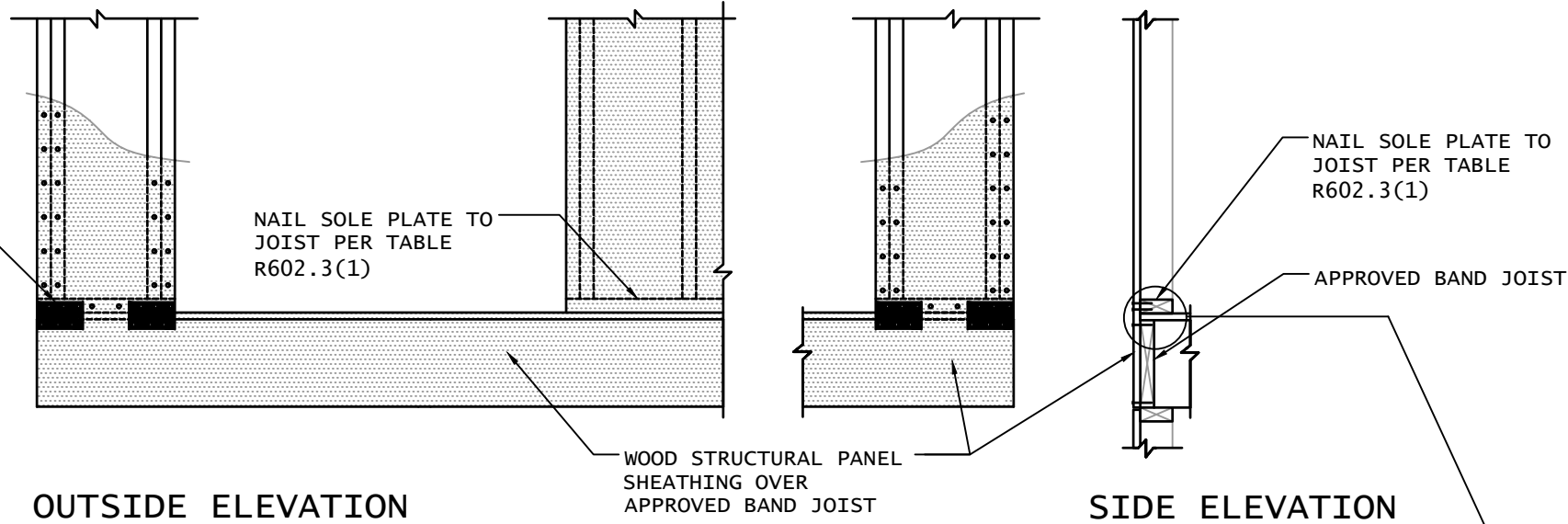
4

WEATHER-RESISTIVE SYSTEM AT AN EXTERIOR DECK



1

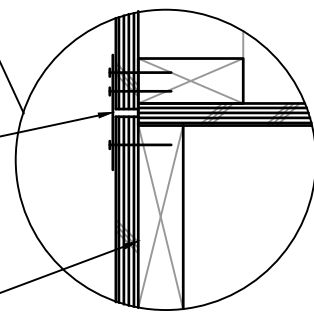
APA DETAIL OF NARROW WALL BRACING METHOD WITHOUT HOLD-DOWNS (FRAMING ANCHOR OPTION) (DETAIL 3 OF 3)



IMPORTANT CODE REQUIREMENT:
ONLY FOR USE ON HOMES WITH FULLY SHEATHED PLYWOOD
OR OSB EXTERIOR WALLS, PER IRC R602.10.5.

FRAMING ANCHORS
INSTALLED PER THE
ANCHOR MANUFACTURER'S
RECOMMENDATION. THEY
MAY ALSO BE ROTATED
VERTICALLY.

USE ENGINEERED WOOD RIM
BOARD, I-JOIST, OR DRY
LUMBER RIM JOIST TO MINIMIZE
POTENTIAL FOR BUCKLING OVER
BAND JOIST



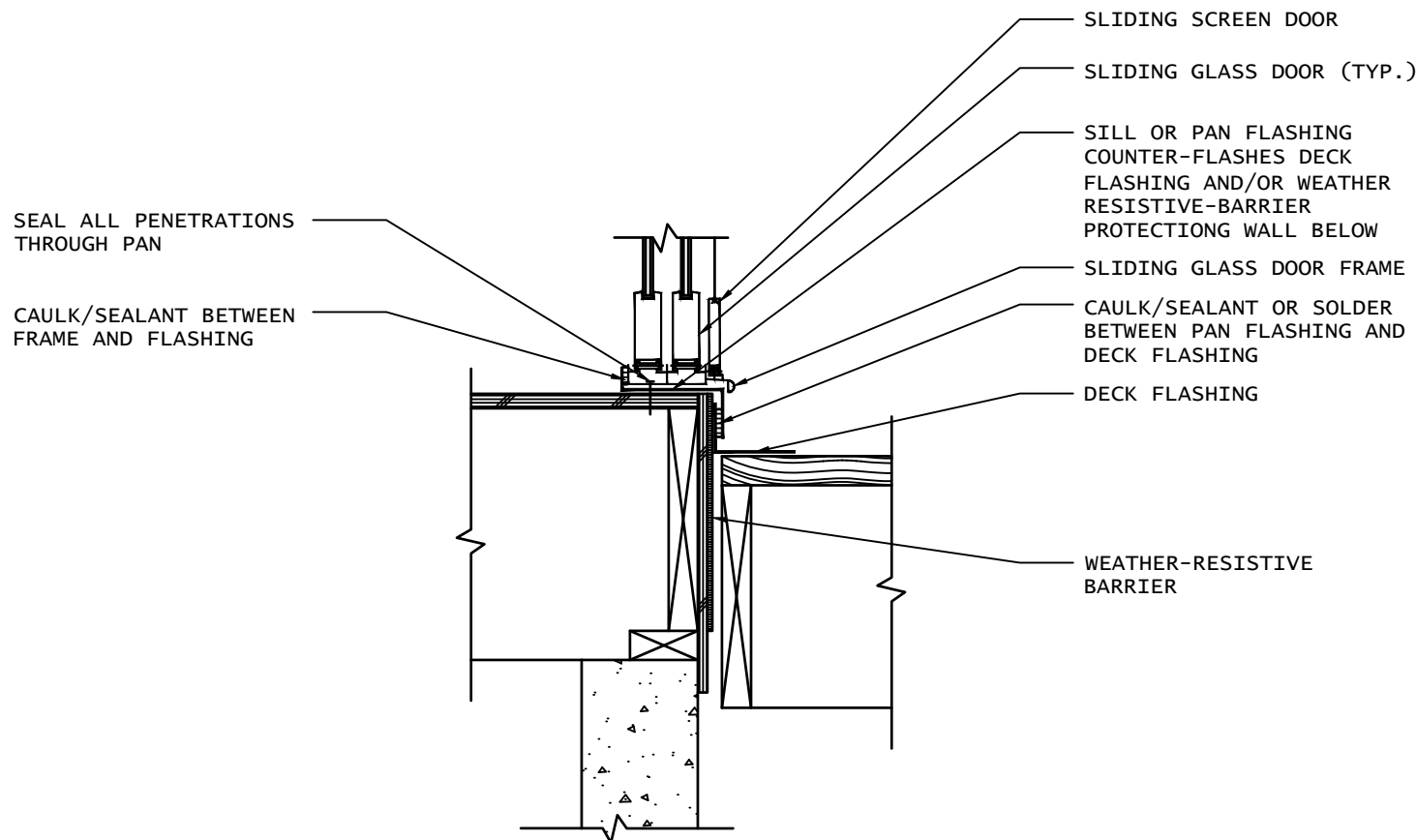
Builder:
Destiny Homes
[515] 216.1015

Project No.: 30209419
Date: 02.25.19
Drawn By: JA/SH/TK
Revisions: 10.30.19
03.02.20
05.05.20

Sheet Title:
DETAILS

Sheet No.:

D3

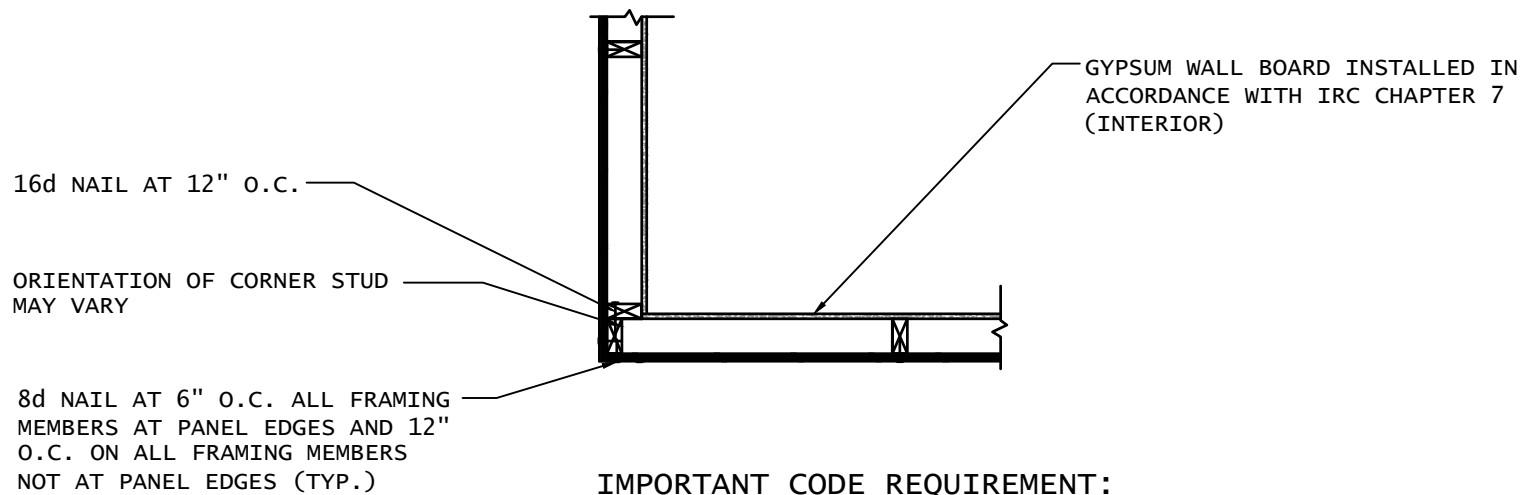


5

SILL FLASHING AT SLIDING GLASS DOOR

3

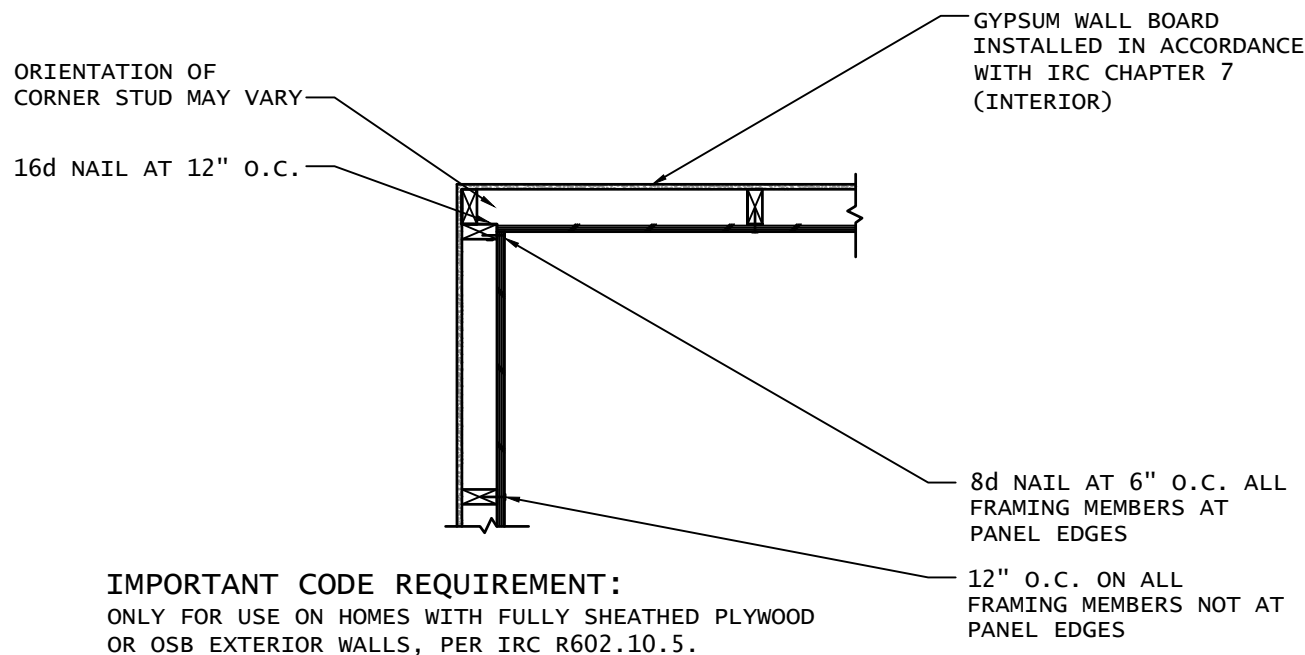
EXAMPLE OF OUTSIDE CORNER DETAIL PER IRC R602.10.5



IMPORTANT CODE REQUIREMENT:
ONLY FOR USE ON HOMES WITH FULLY SHEATHED PLYWOOD
OR OSB EXTERIOR WALLS, PER IRC R602.10.5.

2

EXAMPLE OF INSIDE CORNER DETAIL PER IRC R602.10.5



IMPORTANT CODE REQUIREMENT:
ONLY FOR USE ON HOMES WITH FULLY SHEATHED PLYWOOD
OR OSB EXTERIOR WALLS, PER IRC R602.10.5.

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1158 Plan A

SMART Series - Basement

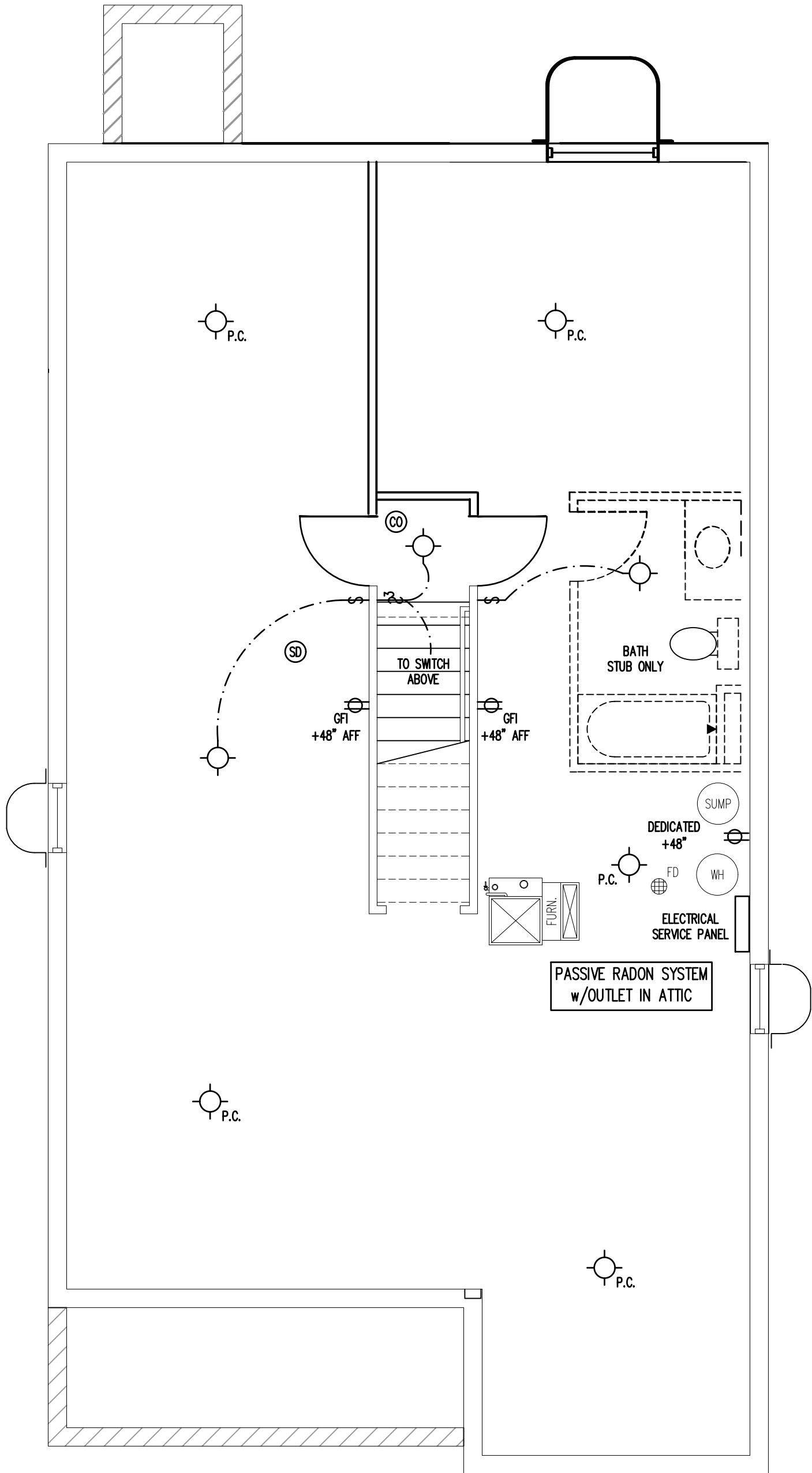
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REGISTRATION NUMBER: --



BASEMENT
ELECTRICAL PLAN

SCALE: 1/4"=1'-0"

MECHANICAL AND
ELECTRICAL KEY

- [ELECTSYM]
- DUPLEX CONVENIENCE OUTLET
 - DUPLEX OUTLET ABOVE COUNTER
 - WEATHERPROOF DUPLEX OUTLET
 - GROUND-FAULT CIRCUIT-INTERRUPTER DUPLEX OUTLET
 - HALF-SWITCHED DUPLEX OUTLET
 - 220 VOLT OUTLET
 - WALL SWITCH
 - THREE-WAY SWITCH
 - FOUR-WAY SWITCH
 - RHEOSTAT SWITCH
 - CEILING MOUNTED INCANDESCENT LIGHT FIXTURE
 - E-STAR COMPLIANT FLUORESCENT LIGHT FIXTURE
 - WALL MOUNTED INCANDESCENT LIGHT FIXTURE
 - RECESSED INCANDESCENT LIGHT FIXTURE
 - RECESSED ADJ. EYEBALL INCANDESCENT LIGHT FIXTURE
 - INCANDESCENT LIGHT FIXTURE WITH PULL CHAIN
 - TRACK LIGHT
 - FLUORESCENT LIGHT FIXTURE
 - EXHAUST FAN (VENT TO EXTERIOR)
 - EXHAUST FAN/CAN LIGHT COMBINATION (VENT TO EXTERIOR)
 - OUTLET FOR GARAGE DOOR OPENER
 - CHIMES
 - PUSHBUTTON SWITCH
 - SMOKE DETECTOR
 - COMBINATION CARBON MONOXIDE & SMOKE DETECTOR
 - TELEPHONE
 - TELEVISION
 - SMART PANEL KEYPAD
 - CENTRAL VACUUM OUTLET
 - THERMOSTAT
 - CEILING FAN (PROVIDE ADEQUATE SUPPORT)
 - CEILING FAN WITH INCANDESCENT LIGHT FIXTURE (PROVIDE ADEQUATE SUPPORT)
 - SUPPLY AIR GRILLE
 - RETURN AIR GRILLE (SIZE NOTED ON PLANS)
 - RETURN AIR PASS THROUGH
 - RETURN AIR ATTIC DUCT

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1158 Plan A

SMART Series - Basement
Address Required for Permit

Builder:

Destiny Homes
[515] 216.1015

Project No.: 30207220

Date: 05.05.20

Drawn By: JA/SH/TK

Revisions: --

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Sheet Title:

BASEMENT

ELECTRICAL PLAN

OPTION 1

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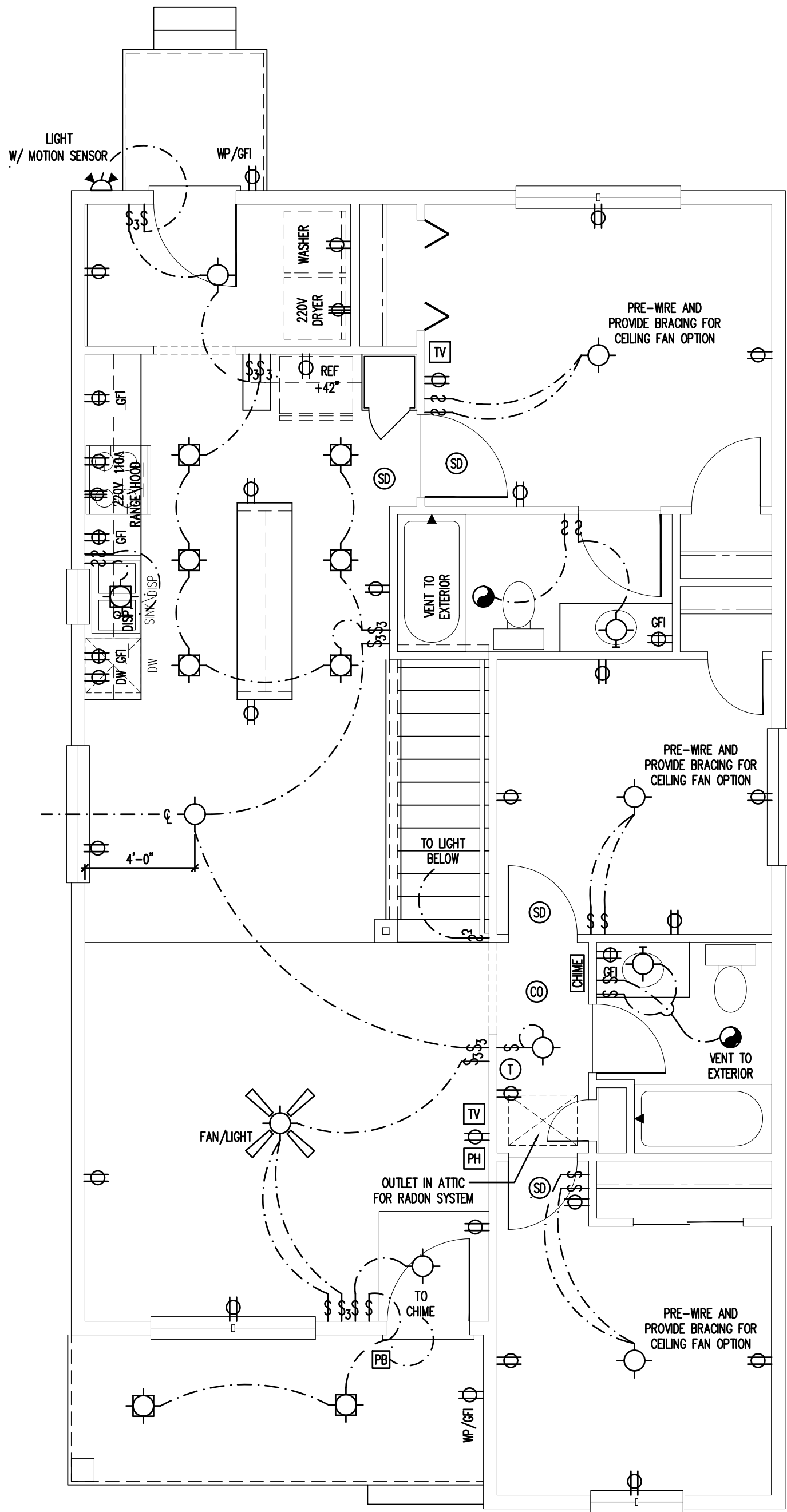
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MAIN FLOOR ELECTRICAL PLAN

SCALE: 1/4"=1'-0"

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1158 Plan A

SMART Series - Basement

Address Required for Permit

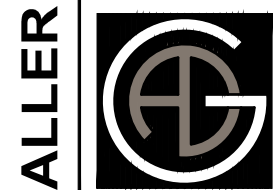
Builder:
Destiny Homes
[515] 216.1015

Project No.: 30207220
Date: 05.05.20
Drawn By: JA/SH/TK
Revisions: --

Sheet Title:
MAIN FLOOR
ELECTRICAL PLAN

Sheet No.:

E2



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we build homes, communities, & hope.

December 23, 2020

Erin Chambers
City of Newton

Subject: D & D property

Erin,

Jasper County Habitat for Humanity is interested in purchasing the property at 921 N 4th Ave. W in Newton when the City of Newton can secure title to the property. We are willing to pay \$5,000 for the property if that is agreeable. Habitat's plan is to build a single-family ranch home on this site (house plan is attached). Habitat would propose beginning the house in the Spring of 2021 with a finish date in the late fall. We have built this house plan several times in the Des Moines area and the appraised values have ranged from \$145,000-\$168,000.

Thank you for your time and consideration. Please let me know if you have any questions.

In partnership,

A handwritten signature in blue ink, appearing to read "JEK", written over a faint circular stamp.

Jason Ekstrom
Land Development Manager
(515) 471-8686

PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **921 North 4th Avenue West**, is made on or as of the ____ day of _____, 2021, by and between the City of Newton, Iowa (hereinafter "City"), and **Greater Des Moines Habitat for Humanity, Inc.** (hereinafter "Buyer"), of Newton, Iowa and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Five Thousand** Dollars (\$5,000.00) (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

SECTION 2. TAXES. The City will prorate to the Buyer the taxes incurred under City ownership until the time of closing. All regular taxes due and payable after closing shall be the responsibility of the Developer.

SECTION 3. SPECIAL ASSESSMENTS. The City shall pay all special assessments which are a lien on the date of acceptance of this offer. None are known at this time.

SECTION 4. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

PARCEL "A" OF LOT ONE OF OUTLINE ONE IN EXLINE'S ADDITION OT THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT OF SURVEY RECORDED IN BOOK 1153, PAGE 271, AS APPEARS OF RECORD IN THE OFFICE OF THE RECORDER OF SAID COUNTY

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Special Warranty Deed and shall contain a right of reversion, which may be exercised by the City if the Purchaser fails to complete in accordance with the timeframes herein (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer no later than 60 days from the date of approval by the Newton City Council or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). Conveyance shall be made at the office of the City of Newton's legal counsel, Caldwell, Brierly, Chalupa PLLC, 211 1st Avenue West, Newton, Iowa 50208, at which time and place Buyer shall accept such conveyance and pay to the City the Purchase Price.

c.) Abstract of Title. The Seller shall provide an abstract of Title to the Purchaser for property subject to this agreement. It will be the Seller's responsibility to have abstract(s) updated. The abstract(s) shall become the property of the Purchaser at the time of the delivery of the deed.

SECTION 6. IMPROVEMENTS. The Buyer shall be responsible for making improvements to the property as follows:

- a) Construction of a new single family home meeting applicable codes and ordinances for the City of Newton.

SECTION 7. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER. The Buyer shall not sell or otherwise transfer ownership of the Property without the specific written approval of the City, prior to when the construction of the improvements has been completed and the City has issued a Certificate of Completion.

SECTION 8. CERTIFICATE OF COMPLETION.

- a) Promptly after completion of the improvements in accordance with this Agreement, as relating solely to the obligations of the Buyer to timely construct certain improvements, the City will furnish the Buyer with a Certificate of Completion so certifying. Such certificate shall be a conclusive determination of satisfaction and termination of this Agreement.
- b) If the City shall refuse or fail to provide certification in accordance with this Section, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating with detail in what respects the Developer has failed to complete the improvements in accordance with this Agreement, or its otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

SECTION 9. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

In the event that the City does not tender conveyance or possession of the Property in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Purchaser, then this Agreement shall, at the option of the Purchaser, be terminated by written notice thereof to the City, and neither the City nor the Purchaser shall have any further rights against or liability to the other under this Agreement. All deposits, if any, shall be returned to the Purchaser.

SECTION 10. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

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

(b) In the case of the City, is addressed or delivered personally to the City Administrator, 101 West 4th Street South, Newton, IA 50208, or at such other address with respect to either party as that

party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 11. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 12. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 13. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

CITY OF NEWTON, IOWA

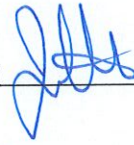
By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____



Jason Ekstrom - Land Development Manager

(Name Printed)

For Greater Des Moines Habitat for Humanity,
Inc.

City of Newton Council Report

Item: Ordinance amending the City of Newton Code of Ordinances, Title XV, Chapter 150, Electrical Code for the City of Newton.

Summary: The State of Iowa is in the process of updating the state-wide electrical code. This ordinance amendment amends the local code to match the changes at the State Level, with an effective date to match the State of Iowa's effective date.

Financial Impact: None.



Report Number: 21-015

Date: January 18, 2021

Lead Departments:
Community Development
Department

Recommendation:
Approve

Background: In 2018, the City of Newton adopted the 2014 National Electrical Code (NEC) as adopted by the State of Iowa. Historically, the City has followed the same electrical code as the State of Iowa. The State of Iowa is in the process of updating their electrical code to the 2020 National Electrical Code.

The attached ordinance updates the current local code language, to align with the State of Iowa. The effective date is upon final adoption by the State of Iowa after the City's final passage, approval, and publication as provided by law.

City staff finds that is in the community's best interest to be consistent with the State codes. In addition, the consistency with the State codes makes it easier for electrical contractors to know the required standards. It is important to note that the City of Newton cannot be less restrictive than the State of Iowa in the adopted building and trades codes. There are a couple changes found in the 2020 NEC:

- Exterior emergency disconnect(s) for dwellings are now required at the electric meter enclosure. (230.85)
- Surge protection is now required for dwellings at the electric service panel. (230.67)
- Maximum number of disconnects remains at 6, but now they are required to be in individual enclosure. (230.71 (A) and (B))
- Disconnects for signs must be clearly marked. (600.25)

In addition to updating to the 2020 edition of the National Electrical Code, a few housekeeping corrections are also included and are as follows:

- 150.002(E) correct a misspelling of the word "and"
- 150.002(G) "United States of American Standards Institue" changed to "American National Standards Institute"

- 150.002(H) “of” changed to “or” in first sentence
- 150.002(L) Insert “Master” before “electrician’s license” and add “in the State of Iowa” after “license” in first sentence. Insert “Master” in front of “electrician” in second sentence.
- 150.002(M) Insert “Master” in front of “electrician securing such permit”
- 150.002(R)(1) “in the office of the Electrical Inspector” changed to “at the Community Development Department”
- 150.002(V) all instances of the word “conductor” changed to “contractor”

Recommendation: Staff recommends approval of the ordinance.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF NEWTON CODE OF ORDINANCES, TITLE XV, CHAPTER 150, BUILDING CODE, ELECTRICAL CODE, PLUMBING CODE, FIRE CODE, AND MECHANICAL CODE FOR THE CITY OF NEWTON

WHEREAS, the Newton City Council identified updating the building and fire codes as a priority project in the 2017-2019 City Council Goals, established on February 5, 2018;

WHEREAS, the Newton Building Trades Board reviewed the Building, Electrical, Plumbing, Fire, and Mechanical Codes and unanimously recommended approval at their May 2, 2018 of code updates;

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

Section 1. Title XV, 150.002 *Electrical Code* is hereby modified by adding (underlined) and deleting (~~striketrough~~) as follows:

§ 150.002 ELECTRICAL CODE.

(A) *Title.* Pursuant to the authority of Iowa Code § 380.10, the National Electrical Code, 2020~~14~~ Edition, as amended by the state, except as hereinafter amended by this section, is hereby adopted by reference for the purpose of providing minimum provisions to safeguard life or limb, health, property and public welfare by regulating, licensing and controlling the design, installation, quality of materials, location and maintenance of all electrical installations and uses within the city. The provisions of said Code, except as amended herein, shall be controlling in all matters contemplated therein within the city. The provisions of this section shall be known as the "Electrical Code".

(2011 Code, § 20.0201)

(B) *Copies on file.* An official copy of said Code, including amendments as adopted, is on file in the office of the Building Official.

(2011 Code, § 20.0202)

(C) *Available for public inspection.* A copy of said Code, as amended, shall be kept available at the Building Official's office for public inspection.

(2011 Code, § 20.0203)

(D) *Local amendments to the National Electrical Code.* None.

(2011 Code, § 20.0204)

(E) *Scope.*

(1) The provisions of the Electrical Code shall apply to the electrical conductors and equipment installed within or on public and private structures and other premises; also the conductors that connect the installations to a supply of electricity and other outside conductors adjacent to the premises; also mobile homes and travel trailers.

(2) Additions to, alterations thereof, and repairs to existing electrical equipment, if covered by the Electrical Code, shall comply with the provisions of the Electrical Code; and, further, the Electrical Inspector may, when such additions, alterations or repairs are made, order further reasonable additions or alterations in a building, structure or on premises, when a danger to life or property may result if such further additions or alterations were not made.

(3) Installations which were in compliance with the Electrical Code in existence at the time such installations were made shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

(4) For the purposes of the Electrical Code, the term **ELECTRICAL WORK** shall apply to all uses, installations, alterations, repairs, removals, replacements, connections, disconnections and maintenance of all electrical equipment.

(5) The term **ELECTRICAL EQUIPMENT** shall include all electrical materials, wiring, conductors, fittings, apparatus, devices, appliances, fixtures, signs or parts thereof, used in electrical work.

(2011 Code, § 20.0205)

(E) *Application to moved buildings.* Structures moved into or within the city shall comply with the provisions of the Electrical Code for new structures.

(2011 Code, § 20.0206)

(F) *Existing buildings.* If an existing building is damaged by fire, or otherwise, or altered in a manner to require the replacement of 50% or more of the wiring equipment, the entire building shall be made to conform to the requirements of the Electrical Code for new buildings. If the type of occupancy of an existing building is partially or entirely changed, the electrical wiring shall be made to conform to the requirements of the Electrical Code for the new type of occupancy.

(2011 Code, § 20.0207)

(G) *Conformity with standards.* Conformity with the standards of the Underwriters' Laboratories Incorporated as approved by the ~~United States of American~~ National Standards Institute shall be evidence of conformity with approved standards for electrical equipment.

(2011 Code, § 20.0208)

(H) *Furnishing current prior to approval of wiring.* No person or corporation generating current for electric light, heat or power in the city shall connect its system ~~of~~ or furnish current for electrical purposes to any building or premises which has not been inspected and approved by the Electrical Inspector. Any person or corporation shall, upon written notice from the Electrical Inspector to do so, immediately disconnect such building or premise from its source of current.

(2011 Code, § 20.0209)

(I) *Violations.* It shall be unlawful for any person to install, alter, repair, maintain, improve or use any electrical equipment, or to perform any electrical work in the city, or cause the same to be done, contrary to or in violation of any of the provisions of the Electrical Code.

(2011 Code, § 20.0210)

(J) *Violation and penalty.* Any violation of this section, in addition to any other penalty provided, shall constitute a municipal infraction and shall be punishable as provided in § [10.99](#)(A) of this code of ordinances.

(2011 Code, § 20.0212)

(K) *Permits; required.* No person shall perform any electrical work, nor install electrical equipment, in or upon any building or property without first securing from the office of the Electrical Inspector a permit therefor; nor shall any alteration or change be made in the wiring of any building; or in any electrical installation therein or thereon, either before or after inspection, nor shall any electric current be connected to any wires, or apparatus, without notifying the Electrical Inspector and securing a permit therefor. A separate permit shall be obtained for each structure.

(2011 Code, § 20.0221)

(L) *Issuance.* After proper application on forms provided by the Electrical Inspector, permits shall be issued in the name of the person holding an active Master electrician's license in the State of Iowa and the name of the firm the electrician represents. All applications for electrical permits shall be signed by the licensed Master electrician, or the homeowner doing homeowner's own work.

(2011 Code, § 20.0222)

(M) *Non-transferable; permit restrictions.* Permits are not transferable. Electrical work performed under permits issued under the provisions of this section must be done under the direction of the Master electrician securing such permit, the electrician's firm or corporation.

(2011 Code, § 20.0223)

(N) *Double fee for failure to obtain permit before starting work.*

(1) Except in emergency situations, as determined by the Electrical Inspector, where work for an electrical permit is required by the Electrical Code is started or proceeded with by any person prior to obtaining a required permit, the regular fees as specified in the Electrical Code for such work shall be doubled. The payment of such double fee shall not relieve any persons

from fully complying with the requirements of the Electrical Code in the execution of the work, nor from any other penalties prescribed herein.

(2) No additional permits shall be issued to any person who owes the city the double fee described in this section.

(2011 Code, § 20.0224)

(O) *Home owner.* In cases where an owner-occupant of a single-family dwelling desires to install wiring or electrical equipment or perform any electrical work in an existing owner-occupant single-family structure, the owner-occupant may appear before the Electrical Inspector and show that the owner-occupant is competent to do the specific work for which the owner-occupant desires an electrical permit, and after each showing, may obtain an electrical permit by paying the proper fee. In cases of new construction of any scale, an owner-occupant is not eligible to install wiring or electrical equipment or perform any electrical work. For purposes of this division (O), a **SINGLE-FAMILY STRUCTURE** shall mean a detached residence designed for or occupied by one family only.

(2011 Code, § 20.0225)

(P) *Revocation of permit; expiration of permit.*

(1) Any permit required by the provisions of the Electrical Code may be revoked by the Electrical Inspector upon the violation of any provisions of the Electrical Code.

(2) Every permit issued under the provisions of the Electrical Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 60 days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 120 days. Before such work can be recommenced, a new permit shall first be obtained, and the fee therefor shall be one-half the amount required for a new permit for such work; provided that, such suspension or abandonment has not exceeded one year.

(2011 Code, § 20.0226)

(Q) *Fees, fee exemption, re-inspection fees.* There shall be paid to the city for the issuance of each electrical permit a fee as established by resolution of the City Council. The schedule shall be periodically amended as deemed appropriate by the Council.

(1) At the discretion of the Electrical Inspector, a reinspection fee in the amount established by resolution of the City Council may be charged to the holder of a permit if a reinspection is necessary due to permit holder calling for an inspection before the work is ready for inspection or if corrections must be made that require reinspection.

(2011 Code, § 20.0227)

(R) *Collection of fees for permits; refund of permit fees.*

(1) All fees due the city for permits shall be collected ~~in the office of the Electrical Inspector~~ at the Community Development Department and paid thereafter to the City of Newton.

(2) If, within 30 days of the date of issuance, the holder of an electrical permit decides not to commence the work described in such permit, the holder of the permit may, upon application to the Electrical Inspector, be refunded that portion of the permit fee which is in excess of the basic fee. The refund of any fee less than the basic fee shall not be made.

(2011 Code, § 20.0228)

(S) *Inspections.*

(1) It shall be the duty of the person to whom the permit was issued, for which a permit is required, to notify the Electrical Inspector that said work is ready for inspection. The Electrical Inspector shall, without undue delay, perform the required inspection.

(2011 Code, § 20.0229)

(T) *Covering or concealing work.* No electrical work for which a permit is required shall be concealed in any manner from access or sight until such work has been inspected and approved by the Electrical Inspector.

(2011 Code, § 20.0230)

(U) *Removal of covering.* The Electrical Inspector shall have the authority to remove or cause to remove the lath, plaster, boarding or other obstruction which may prevent the proper inspection of wires or electrical equipment.

(2011 Code, § 20.0231)

(V) *Correcting defective work.* When an electrical ~~conductor~~ contractor is notified that defects exist in contractor's ~~conductor's~~ electrical work, the ~~conductor~~ contractor shall make corrections promptly. Corrections shall be made within 30 days after notification and, if not so made, the electrical contractor shall not be issued any other permits until such defects are corrected and approval given by the Electrical Inspector.

(2011 Code, § 20.0232)

(W) *Annual inspection; notice of defects, failure to remedy defects.* The Electrical Inspector is hereby empowered to make an annual inspection of all electrical wires and equipment in the city and shall keep an accurate record of inspections and the conditions of electrical equipment, and whenever it shall be ascertained by inspection, as provided in this section, that any electrical installation or part thereof in any building is so defective as to render the same dangerous to person or property, the Electrical Inspector shall at once cause notice to be given served upon the owner or person in charge, or the occupant of the same to remedy the defects within a reasonable time, to be stated in such notice, and if defects are not remedied within the time fixed by such notice, the Electrical Inspector may cause the electric current to be disconnected from such building and the electric current shall not again be turned on until all defects or improper conditions have been removed or repaired in conformance with the provisions of the Electrical Code.

(2011 Code, § 20.0233)

(X) *Appointment of inspectors.* The Electrical Inspectors shall be appointed by the City Administrator and be the Building Official or under supervision of the Building Official for the enforcement of the Electrical Code and regulations of the city.

(2011 Code, § 20.0234)

(Y) *Electrical inspectors; powers, duties and authority.* Inspectors shall have the following powers, duties and authority.

(1) *Entry and power to disconnect.* Electrical inspectors shall have the right to enter upon any property during reasonable hours in the discharge of their official duties and shall have the authority to cause the disconnection of any wiring or equipment where such wiring or equipment is dangerous to life or property or may interfere with the work of the Fire Department.

(2) *Inspection authorized.* The Electrical Inspectors are hereby authorized, directed and empowered to inspect any and all electrical installations within the city, to condemn and order removed or remodeled and put in proper and safe condition for the prevention of fire and the safety of life, all electrical heating and lighting apparatus, motors, machinery, fixtures and connections, electrical equipment used in the utilization of electrical current for light, heat or power purposes and to control the disposition and arrangements of the same so that persons and property shall not be in danger therefrom.

(2011 Code, § 20.0235)

(Z) *Conflict of interest prohibited.* The Electrical Inspector and inspector's assistants shall not engage in the business of the sale, installation or maintenance of electrical equipment, either directly or indirectly, and they shall have no financial interest in any form engaged in such business in the city while holding office.

(2011 Code, § 20.0236)

(AA) *Electrician's license required.*

(1) No person shall engage in the activity, or represent himself or herself to the public as engaging in the activity, of installing, altering, maintaining or repairing any electrical equipment within the scope of this section unless such person shall have first obtained from the State of Iowa an electrical contractor's license.

(2) A licensed electrician shall be on the job at all times while electrical work is in progress.

(2011 Code, § 20.0251) (Ord. 2185, passed 2-16-2012; Ord. 2336, passed 6-18-2018)

Section 6. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. 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 8. Effective. This ordinance shall be effective upon final adoption by the State of Iowa and after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, Regarding the Provisions Pertaining to Penalties for Simple Misdemeanor Offenses

Report Number: 21-040

Summary: Update simple misdemeanor fine amounts per the Iowa Code

Date: February 15, 2021

Financial Impact: None

Lead Department: Police Department

Recommendation: Approve

Background:

The 2020 Iowa Legislature updated the Iowa Code pertaining to fines for simple misdemeanor offenses. The proposed ordinance increases the minimum fine from \$65 to \$105 and increases the maximum fine from \$625 to \$855. Upon adoption, the proposed ordinance will put the City in compliance with Iowa Code fine requirements.

Recommendation:

Staff recommends approval of the ordinance amendment to update fine amounts for simple misdemeanor offenses per the Iowa Code.

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

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA,
REGARDING THE PROVISIONS PERTAINING TO PENALTIES FOR SIMPLE
MISDEMEANOR OFFENSES**

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

Section 1. Title VII, Chapter 70, Section 99 "Penalty" and Title XIII, Chapter 130, Section 1 "Public Offenses adopted by Reference from Iowa Code" are hereby amended by adding or ~~deleting~~ the following:

70.99 PENALTY. Any person violating any provision of this chapter shall be guilty of a simple misdemeanor and there shall be a fine of at least \$105 ~~65~~, but not to exceed \$855 ~~625~~, plus such court costs and surcharges as may from time to time be established for simple misdemeanors by the state.

130.01 PUBLIC OFFENSES ADOPTED BY REFERENCE FROM IOWA CODE. The following simple misdemeanor offenses as defined in the Code of Iowa are hereby adopted by reference to their Code of Iowa chapter and section numbers, the same as if fully set out herein. Violations thereof when committed within the city shall constitute offenses against the city and shall be punishable by a fine of at least \$105 ~~65~~, but not to exceed \$855 ~~625~~. Such offenses shall be identified in all charging and court documents with the section number of this section followed by a decimal point and the relevant Code of Iowa section number, to wit:

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report



Item: 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 200 block of West Ninth Street North.

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 21-041

Date: February 15, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

The City received safety concerns from citizens regarding street parking along the section of roadway described below. These complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and still allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 200 block of W 9th St N is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on west side from 1st Ave W to a point 175 feet north of the centerline of N 2nd Ave W. The Committee also recommends restricting parking on the east side beginning 125 feet north of the centerline on N 2nd Ave W, continuing to a point 165 feet north of the centerline on N 2nd Ave W.

Eleven (11) surveys describing the recommended changes were sent to the adjacent property owners along W 9th St N. Two (2) surveys were returned with one (1) resident agreeing with the recommended changes and one (1) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the east and west sides of W 9th St N.

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 200 BLOCK OF WEST NINTH STREET NORTH.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

STREETS, NORTHWEST QUADRANT

West Ninth Street North.

"No Parking Anytime".

West side from First Avenue West to ~~North Second Avenue West~~ a point 175 feet north of the centerline of North Second Avenue West.

Eastside, from North Fifth Avenue West to North Seventh Avenue West.

East side beginning 125 feet north of the centerline of North Second Avenue West, continuing to a point 165 feet north of the centerline of North Second Avenue West

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Parking Survey on W 9th St N

Mailed to:

818 N 2nd Ave W

821 N 2nd Ave W

210 W 9th St N

820 1st Ave W

115 W 9th St N

123 W 9th St N

127 W 9th St N

201 W 9th St N

209 W 9th St N

211 W 9th St N

212 W 9th St N-

Parking Survey—W 9th St N

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of W 9th N in the 200 blk and 25 feet from the north border on the east side in the 200 blk and return to the City of Newton Police Department by January, 25, 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

210 W 9th St N

Parking Survey—W 9th ST N

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side of W 9th N in the 200 blk and 25 feet from the north border on the east side in the 200 blk and return to the City of Newton Police Department by January, 25, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Really needs to be NO parking on street
@ all. Both sides the road cannot be
plowed or graded due to 210 W 9th St
N. Parking several vehicles on street.



W 9th St N

N 2nd Ave W

City of Newton Council Report



Item: 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 400-500 block of West Tenth Street North and the 900 block of North Fifth Ave West.

Summary: To restrict street parking for safety purposes and accommodate current use.

Financial Impact: None

Report Number: 21-042

Date: February 15, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

The City received safety concerns from citizens regarding street parking along the section of roadway described below. These complaints are a result of vehicles being parked on both sides of streets that are too narrow to allow this parking capacity and still allow vehicles free and safe passage. A primary concern is that emergency vehicles may not be able to travel through this area on emergency calls and there is a heightened risk of motor vehicle and pedestrian accidents as a result of the current parking design.

The 400-500 block of W 10th St N and the center island area at the intersection of W 10th St N and N 5th Ave W is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking in the following areas:

W 10th ST N / N 5th Ave W

- West side of W 10th St N from N 4th Ave W to N 7th Ave W
- South and east side, beginning 110 feet north of the centerline of N 4th Ave W continuing 200 feet north and east along the east side of W 10th St N and the south side of N 5th Ave W
- North and west side, beginning at a point 70 feet east of the centerline of W 10th St N and 15 feet north of the centerline of N 5th Ave W, continuing 110 feet north and west along the north side of N 5th Ave W and the east side of W 10th St N
- Intersection island – 140 feet around the entire perimeter of the center island located at the centerline of W 10th St N and N 5th Ave W

Thirty (30) surveys describing the recommended changes were sent to the adjacent property owners along W 10th St N and N 5th Ave W. Eleven (11) surveys were returned with nine (9) residents agreeing with the recommended changes and one (2) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking in the 400-500 blk. of W 10th St N and the 900 blk. N 5th Ave W.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 400-500 BLOCK OF WEST TENTH STREET NORTH AND THE 900 BLOCK OF NORTH FIFTH AVENUE WEST.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

STREETS, NORTHWEST QUADRANT

West Tenth Street North.

"No Parking Anytime".

West side from First Avenue West north to North ~~Fourth~~ Seventh Avenue West.

East Side, from First Avenue West North one hundred forty (140) feet.

South and East side, beginning 110 feet north of the centerline of North Forth Avenue West, continuing 200 feet north and east along the east side of West Tenth Street North and the south side of North Fifth Avenue West

North and West Side, beginning at a point 70 feet east of the centerline of West Tenth Street North and 15 feet north of the centerline of North Fifth Avenue West, continuing 110 feet north and west along the north side of North Fifth Avenue West and the east side of West Tenth Street North

Intersection Island – 140 feet around the entire perimeter of the center island located at the centerline of West Tenth Street North and North Fifth Avenue West

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 _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☐

Comments from Resident at

What About Cul de SAC? Never got a map—CAN we park in Cul de SAC

545 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

~~RESTRICT parking on EAST side of~~
~~W 10th St N~~
531 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

543 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

I have Lived here for 19 years. Why is it a Problem Now,

535 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

There was NO map enclosed with your letter

Comments from Resident at

901 N 5th Ave W

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Yes, Because they block my garage door + I can't get in or out

910 N 5th Ave W

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

542 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

903 N 5th Ave W

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Neighborhood Done for A long time

904 N 7th Ave W

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

906 N 7th Ave W

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

538 W 10th St N

Parking Survey—W 10th St N and N 5th Ave W

Please complete the survey responding to the City of Newton's recommendation to restrict parking in the 400-600 blk on the west side of W 10th St , the north and south curves in the 900 blk of N 5th Ave W, and around the intersection island and return to the City of Newton Police Department by February 5th 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

916 N 4th Ave W

Parking Survey Results for 400-600blk W 10th St N and 900blk N 5th Ave W

1004 N 4th Ave W

538 W 10th St N: returned

916 N 4th Ave W

536 W 10th ST N

906 N 7th Ave W: returned

530 W 10th St N

904 N 7th Ave W: returned

905 N 7th Ave W

901 N 5th Ave W: returned

903 N 5th Ave W: returned

902 N 5th Ave W

906 N 5th Ave W

910 N 5th Ave W: returned

405 W 10th St N

407 W 10th St N

409 W 10th St N

531 W 10th St N: returned

533 W 10th St N

535 W 10th St N: returned

537 W 10th S N

539 W 10th St N

541 W 10th St N

543 W 10th St N: returned

545 W 10th St N: returned

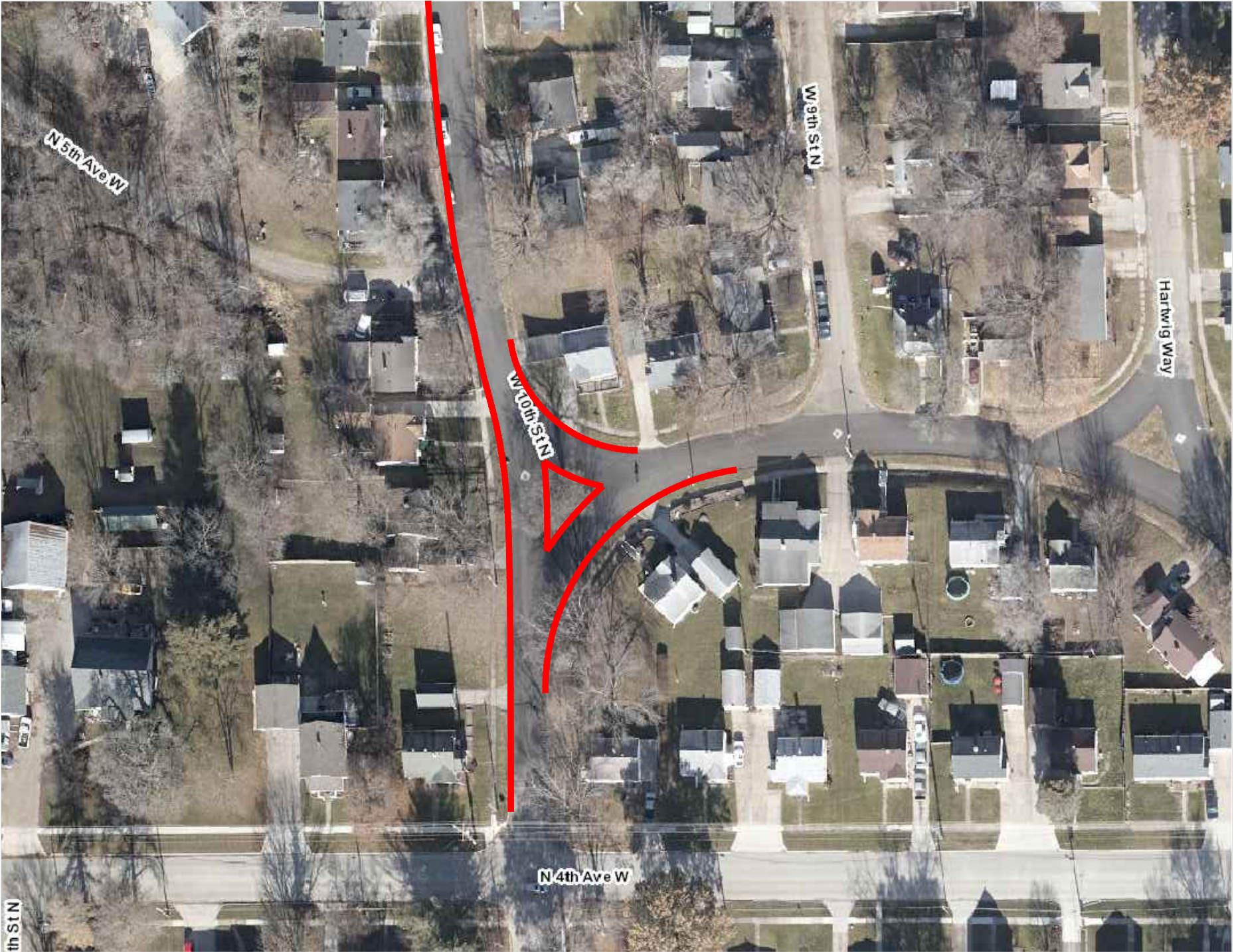
547 W 10th St N

549 W 10th St N: vacant residence

544 W 10th St N

542 W 10th St N: returned

540 W 10th St N



City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Offenses Adopted by Code Reference" by adding a "No Right Turn on Red" designation on the south quadrant of the East Twelfth Street and First Avenue intersection.

Summary: Add a "No Right Turn on Red" designation to improve safety at the intersection.

Financial Impact: Minimal

Report Number: 21-043

Date: February 15, 2021

Lead Department: Police Department

Recommendation:
Approve

Background:

The City received citizen complaints regarding the traffic flow at the intersection of E 12th St and 1st Ave. This area is a busy 4-way multi-lane intersection and citizens have reported safety concerns as it relates to vehicles turning right (east), when the traffic signal is a solid red, onto 1st Ave from E 12th St S due to limited visibility from the west. Although traffic accident reports for the past 3 years do not show accidents being caused by this issue, citizens report witnessing several "near misses".

The Traffic Safety Committee conducted a sight triangle analysis of the intersection and recommends designating the south quadrant of the E 12th St and 1st Ave intersection as "No Right Turn on Red" for vehicles desiring to turn right (east) onto 1st Ave from E 12th St S. The sight triangle at that intersection was determined to be insufficient for vehicles on E 12th St S desiring to turn right (east) onto 1st Ave to safely view conflicting vehicles/objects approaching from the west on 1st Ave E while the traffic signal was red, thus increasing the opportunity for collisions or other traffic disruptions.

If approved, signage designating this specific quadrant of the intersection "No Right Turn on Red" would be installed.

Recommendation:

City Staff recommends approval of the Ordinance designating the south quadrant of the E 12th St and 1st Ave intersection as "No Right Turn on Red" for vehicles desiring to turn right (east) onto 1st Ave from E 12th St S when the traffic signal is a solid red.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING OFFENSES ADOPTED BY REFERENCE" BY ADDING A "NO RIGHT TURN ON RED" DESIGNATION ON THE SOUTH QUADRANT OF THE EAST TWELFTH STREET AND FIRST AVENUE INTERSECTION.

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

Section 1. The Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15 "Traffic and Parking Offenses Adopted by Reference" is hereby amended by adding or ~~deleting~~ the following:

SPECIAL TURNS

SPECIAL TURNS REQUIRED: Every driver of a vehicle shall turn in accordance with the following:

East Twelfth Street South. Vehicles traveling northbound on East Twelfth Street South shall not turn right at a solid red stop light at the following intersections.

First Avenue East

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2021, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

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 _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

City of Newton Council Report



Item: Resolution approving the purchase and up-fit services for two 2021 Ford Police Interceptor SUVs and one 2021 Ford Ranger truck for \$114,700.

Summary: Purchase two Ford Police Interceptor SUVs, one Ford Ranger truck, and transfer and installation of emergency equipment into the 3 new vehicles.

Financial Impact: \$114,700 from anticipated 2021 bond funding.

Report Number: 21-044

Date: February 15, 2021

Lead Department: Police Department

Recommendation:
Approve

Background:

The Police Department has two 2017 Ford police vehicles that have reached the end of their operational life for daily patrol operations. These vehicles require a higher level of maintenance and are in need of replacement. The Police Department proposes the purchase of two 2021 Ford Police Interceptor SUVs to replace the 2017 models.

The following quotes were received for the purchase of the two 2020 Ford SUVs:

Stivers Ford of Waukeez: \$65,800

In 2020 the Police Department took on the majority of code enforcement and animal control responsibilities and added additional staff to perform these duties. The Community Service Officers are in need a vehicle that will allow them to effectively perform their duties, which includes transporting dogs and other animals as well as enforcing snow ordinance violations during inclement weather. The Police Department proposes the purchase of a Ford Ranger 4x4 truck to fill this need.

The following quotes were received for the purchase of the Ford Ranger truck:

Stivers Ford of Waukeez: \$26,900

Stivers Ford of Waukeez, IA has the state bid for law enforcement vehicles for 2021 and submitted the only bid of \$92,700 for all 3 vehicles. Expected delivery of the new vehicles will be in July of 2021. Payment would not be required until after July 1, 2021.

In order for the new emergency vehicles to become operational, some of the equipment from the old police vehicles will be transferred into the new police vehicles. Several pieces of new

equipment will need to be purchased and installed due to items being outdated or not compatible with the SUV models.

Iowa Emergency Vehicle Installs of Bondurant, IA has a long term relationship with the Police Department and maintains all of the department's emergency equipment. Iowa Emergency Vehicle Installs submitted an estimate of \$22,000 for the purchase, transfer and installation of emergency equipment into the new vehicles.

The Police Department proposes to trade-in, auction off or transfer to another City department any old police vehicles that will no longer be need due to the acquisition of the new units.

Recommendation

City Staff recommends approving the purchase of two 2021 Ford Police Interceptor SUVs and one 2021 Ford Ranger truck from Stivers Ford of Waukee, IA and up-fit services from Iowa Emergency Vehicle Installs of Bondurant, IA for a total cost of \$114,700 to be paid through anticipated 2021 bond funding.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION APPROVING THE PURCHASE AND UP-FIT SERVICES FOR TWO 2021 FORD POLICE INTERCEPTOR SUVS AND ONE 2021 FORD RANGER TRUCK FOR \$114,700

WHEREAS, the City has recognized the necessity of replacing two squad cars used by the Police Department in daily operations; and

WHEREAS, Police Department is additionally in need of a truck to perform code enforcement and animal control duties, and

WHEREAS, Stivers Ford of Waukee, IA has the 2021 State of Iowa contract for law enforcement vehicles and submitted a bid amount of \$92,700 for two Ford Police Interceptor SUVs and one Ford Ranger 4x4 truck, and

WHEREAS, the vehicles will require installation and set-up of emergency equipment upon delivery; and

WHEREAS, Iowa Emergency Vehicles Installs of Bondurant, IA has a long-term relationship with the Police Department and maintains the department's emergency equipment. Iowa Emergency Vehicle Installs submitted an estimate of \$22,000 for the purchase, transfer and installation of emergency equipment into the new patrol vehicles.

WHEREAS, delivery and payment of these vehicles would not occur until after July 1, 2021; and

WHEREAS, the Police Department is authorized to trade-in, auction or transfer to another City department any police vehicles that will no longer be needed due to the acquisition of the new vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa agrees to approve the purchase of two 2021 Ford Police Interceptor SUVs and one 2021 Ford Ranger truck from Stivers Ford of Waukee, IA and up-fit services from Iowa Emergency Vehicle Installs of Bondurant, IA for a total cost of \$114,700 to be paid through anticipated 2021 bond funding.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the assignment of contract for 1803 1st Avenue East in accordance with the requirements of the purchase and redevelopment agreement, dated December 17, 2019, between the City of Newton and The Overland Group, LLC.

Summary: The Overland Group desires to assign the contract for 1803 1st Avenue East to Dollar General's development entity DGOGNewtonia02052020 LLC prior to the March 1st closing.

Financial Impact: None.



Report Number: 21-045

Date: February 15, 2021

Lead Department:
Community Development
Department

Recommendation: Approve

A closing for the former Mid-Iowa Motel Site at 1803 1st Avenue East is scheduled for March 1, 2021.

The Overland Group, LLC was the buyer per the approved Purchase and Redevelopment Agreement. It is desirable for the buyer to assign the contract to Dollar General's development entity DGOGNewtonia02052020 LLC prior to closing. Building permits for a new Dollar General Store at this site have been reviewed and are ready to be issued after the property closing occurs.

Caldwell, Brierly & Chalupa, PLLC, the City's attorney for D&D matters, has reviewed the assignment and indicated that everything is in order.

Background Info on the Property & Sale. The City of Newton acquired the property at 1803 First Avenue East through the D&D program. It was the site of the former Mid-Iowa Motel.

The City and The Overland Group, LLC entered into a purchase and redevelopment agreement for the property at 1803 1st Avenue East. The details of that agreement are as follows:

- Buyer: The Overland Group, LLC
- Purchase Price: \$155,000.00 to the City of Newton, Buyer pays Developer's Broker Fee of \$9,300.00
- Earnest money down in an amount of \$1,000
- Inspection Period of the Property by the Buyer is 120 days; if an additional 60 day is requested, an additional \$5,000 earnest money is provided
- City conveys by Special Warranty Deed, subject to conditions of development
- Buyer constructs approximately 9,000 sf retail building which exhibits visual interest along its primary façade by utilizing at least two different building/siding/wall-covering materials and windows
- A stub driveway connecting to the property to the east for future cross commercial connectivity is provided

- Minimum assessment of \$470,000.00 (this is allowable as the property is located within an urban renewal area).

Due to COVID-19, the developer was granted an extension on the date of closing until July 2021. In exchange, The Overland Group, LLC immediately paid the City with \$20,000 of the final sale price.

As a reminder, funds received from the sale of D&D land return to the D&D program for use on other acquisitions and/or demolitions.

Recommendation: Staff recommends approval.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021- _____

**A RESOLUTION APPROVING THE ASSIGNMENT OF CONTRACT FOR
1803 1ST AVENUE EAST IN ACCORDANCE WITH THE
REQUIREMENTS OF THE PURCHASE AND REDEVELOPMENT
AGREEMENT, DATED DECEMBER 17, 2019, BETWEEN THE CITY OF
NEWTON AND THE OVERLAND GROUP, LLC**

WHEREAS, The Overland Group LLC, entered into a purchase and redevelopment agreement with the City of Newton for the property at 1803 1st Avenue East, legally described as:

LOT FIVE OF RITTER'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SAME APPEARS IN PLAT BOOK "D", AT PAGE 91 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

WHEREAS, said purchase was approved by Resolution No. 2019-272 and was subject to the Purchase and Redevelopment Agreement dated December 17, 2019 between The Overland Group, LLC, and the City of Newton;

WHEREAS, The Overland Group, LLC wishes to assign the contract to DGOGNewtonia02052020 LLC for the purpose of proceeding with the transaction and subsequent construction of the improvements as required by the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That the assignment of contract from The Overland Group, LLC to DGOGNewtonia02052020 LLC is approved in accordance with Section 12 of the Purchase and Redevelopment Agreement between the City of Newton and The Overland Group, LLC, provided that the requirements of said purchase and redevelopment agreement transfer to the new owner.

PASSED this _____ day of February, 2021.

APPROVED this _____ day of February, 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk