

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.

May 03, 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.

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|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamations | 2. Building Safety Month — May, 2021 |
| | 3. Historic Preservation Month — May, 2021 |
| | 4. National Public Works Week — May 16 – 23, 2021 |
| | 5. Emergency Medical Services (EMS) Week — May 16 – 22, 2021 |
| | 6. National Police Week (May 9 – 15, 2021); National Peace Officer Memorial Day (May 15, 2021) |
| Presentation | 7. Tom Messinger, Superintendent, Newton Community School District |
| Citizen Participation | 8. 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 | 9. April 19, 2021 Regular City Council Meeting Minutes |
| | 10. Designate May 17, 2021 as a public hearing for the 2 nd Budget Amendment for Fiscal year 2020-21 |
| | 11. Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area. (Council Report 21-117) |

12. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-03). (Council Report 21-118)
13. Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest activities. (Council Report 21-119)
14. Resolution accepting completion of the Iowa Speedway Drive Restoration Project (400-1400 Blocks). (Council Report 21-120)
15. Resolution awarding contract for 2021 Parks Mowing Contract No. 2. (Council Report 21-121)
16. Resolution awarding contract for 2021 Parks Mowing Contract No. 3. (Council Report 21-122)
17. Resolution approving the purchase of three (3) ¾-ton pickups and one (1) small SUV for the Public Works, Community Services, and Community Development Departments. (Council Report 21-123)
18. Resolution approving the purchase of a replacement tarp deployment system for the Newton Sanitary Landfill. (Council Report 21-124)
19. Approve Bills

Public Hearing

20. Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 920 and 922 East 9th Street North in Newton. (Council Report 21-125)
 - The City acquired the properties at 920 and 922 East 9th Street North through the D&D Program. There have been two offers received on the properties.
 - Golden Hammer Contractors Inc. DBA GH Homes submitted the higher offer in an amount of \$10,000 for the two properties with a commitment to replat the lots into equally sized properties and to build two single family homes.
21. Resolution accepting purchase and redevelopment proposal for property at 920 and 922 East 9th Street North in Newton. (Council Report 21-125)
22. Public Hearing on a Resolution accepting purchase and redevelopment proposal for property at 520 North 3rd Avenue East in Newton. (Council Report 21-126)
 - The City acquired the abandoned property at 520 North 3rd Avenue East through the tax certificate process with Jasper County.
 - The property has received one offer to purchase from Scott & Beth Pline, 516 North 3rd Avenue East, in an amount of \$2,500.00. They intend to use the property as additional yard space.
23. Resolution accepting purchase and redevelopment proposal for property at 520 North 3rd Avenue East in Newton. (Council Report 21-126)

Ordinances

24. Third consideration of an Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial. (Council Report 21-090)

- Under the current zoning ordinance, retail sales are only allowed within the I-L zone as a secondary use (no more than 50% of the facility's business). A citizen submitted a request to consider amending the ordinance to allow retail sales as a primary use (up to 100% of the facility's business) on a property in this zoning district.
 - The Planning and Zoning Commission reviewed and recommended approval of making general retail sales an allowed conditional permit use within the I-L: Light Industrial Zoning District with no limitations on the percentage of the facility's business coming from retail.
25. Third consideration of an ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa (Council Report 21-091)
- The proposal is to vacate a northern portion of the North-South alley in the 200 block of South 5th Avenue East.
 - The Planning and Zoning Commission found that the portion of alley does not serve a public purpose and recommended approval of the alley vacation

Resolutions

26. Resolution approving the granting of Downtown Improvement Grant Funds for 109 1st Avenue West. (Council Report 21-127)
- Best Midwest Properties (Julia Prendergast), is proposing to replace the storefront windows and storefront door on the primary façade and a new rear door and sidelights on the rear façade.
 - At their meeting on April 21, 2021, the Downtown Grant Review Board unanimously recommended the approval of the project providing for a total grant not exceeding \$6,666.50.

Staff Report

27. Role of the City Engineer - Brian Laube, Community Services Director & Chadd Kahlsdorff, Bolton & Menk
28. Rural housing Readiness – Craig Armstrong, Community Development Specialist

Discussion

29. Chapter 94 Nuisance Ordinance
30. Mobile Food Vendor - Erin Chambers, Community Development Director

Mayor/Council Comments

31.

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.

PROCLAMATION

Building Safety Month — May, 2021

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry, who work year-round to ensure the safe construction of buildings, and;

Whereas, modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month reminds the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Prevent, Prepare, Protect. Building Codes Save," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction, fire prevention, disaster mitigation, energy conservation, water safety, training the next generation, and new technologies in the construction industry. and;

Whereas, each year, in observance of Building Safety Month, citizens are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, do hereby proclaim the month of May 2021 as Building Safety Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2021



Michael L. Hansen, Mayor



PROCLAMATION

May is Historic Preservation Month

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, and;

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds, and;

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people;

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, in recognition of this event do hereby proclaim the May as Historic Preservation Month 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2021

Michael L. Hansen, Mayor



PROCLAMATION

**Public Works Week
May 16-23, 2021**

“Stronger Together”

Whereas, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Newton; and,

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders and children in the City of Newton to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed,

Signed this _____ day of May 2021.

Michael L. Hansen, Mayor



PROCLAMATION

MAY 16 - 22, 2021 - EMERGENCY MEDICAL SERVICES (EMS) WEEK

Whereas, emergency medical services is a vital public service; and

Whereas, the dedicated EMT's and Paramedics of the Newton Fire Department provide exemplary emergency medical care and ambulance transportation to the citizens of the City of Newton and Jasper County, Iowa; and

Whereas, the Newton Fire Department is ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, the emergency medical services system consists of emergency medical technicians, paramedics, firefighters, emergency physicians, emergency nurses, educators, administrators and others; and

Whereas, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, do hereby proclaim:

The week of May 16 - 22, 2021, as:

“EMERGENCY MEDICAL SERVICES (EMS) WEEK”

With the theme, “This is EMS: Caring for our communities”

And encourage all City of Newton residents to recognize the practitioners and observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2021

Michael L. Hansen, Mayor



PROCLAMATION

National Police Week (May 9-15, 2021)

National Peace Officer Memorial Day (May 15, 2021)

Whereas, The Congress and President of the United States have designated May 15th as National Peace Officer Memorial Day, and the week in which May 15th falls as National Police Week; and

Whereas, there were 295 law enforcement line-of-duty deaths in 2020; and

Whereas, the members of the law enforcement agencies of the City of Newton and Jasper County play an essential role in safeguarding the rights and freedoms of our citizens; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agencies of the City of Newton and Jasper County unceasingly provide a vital public service;

NOW THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, call upon all citizens of the City of Newton and upon all patriotic, civic and educational organizations to observe the week of May 9th -15th, 2021, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Newton to observe Sunday, May 15th, as National Peace Officer Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Newton to be affixed.

Signed this _____ day of May, 2021



Michael L. Hansen, Mayor

REGULAR CITY COUNCIL MEETING MINUTES
APRIL 19, 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 in the Council Chambers at 101 West 4th Street South and 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 Pro Tem Hallam presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

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

Mayor Pro Tem Hallam Arbor Day for April 19, 2021.

Amanda Price, Executive Director, The Greater Newton Area Chamber of Commerce, presented on their recent activities and upcoming events.

There was no citizen participation.

Moved by Trotter, seconded by George to approve consent agenda items 5-15.

5. April 05, 2021 Regular City Council Meeting Minutes
6. Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-03). Resolution 2021-099 adopted.
7. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3993. Resolution 2021-100 adopted.
8. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 3997. Resolution 2021-101 adopted.
9. Resolution awarding contract for the 2021 Parks Mowing Contract No. 1. Resolution 2021-102 adopted.
10. Resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for the Newton Airport Taxiway Relocation Project. Resolution 2021-103 adopted.
11. Resolution awarding contract for the City of Newton 2021 Fence Installation Project. Resolution 2021-104 adopted.
12. Resolution approving household hazardous waste service agreement with Metro Waste Authority. Resolution 2021-105 adopted.
13. Resolution approving a work order and asset management agreement for Public Works. Resolution 2021-106 adopted.
14. Resolution approving an agreement with Eric Michaels (Ver Steegt) to perform a magic show at Newton Fest 2021. Resolution 2021-107 adopted.
15. Approve Bills

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

Moved by Stonner, seconded by Trotter to approve the Second consideration of the Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial. AYES: Six. NAYS: None. Second consideration was approved.

Moved by George, seconded by Mullan to approve the Second consideration of the Ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa. AYES: Six. NAYS: None. Second Consideration was approved.

Moved by Trotter, seconded by Ervin to adopt a Resolution approving the 2021-22 Non-Union Compensation Plan. AYES: Six. NAYS: None. Resolution 2021-108 adopted.

Moved by Stonner, seconded by Mullan to adopt a Resolution approving salary increase for City Administrator. AYES: Six. NAYS: None. Resolution 2021-109 adopted.

Moved by George, seconded by Stonner to adopt a Resolution of support to use the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project. AYES: Six. NAYS: None. Resolution 2021-110 adopted.

Moved by Mullan, seconded by Trotter to adopt a Resolution approving the acquisition of real estate at 315 East 8th Street South in Newton for the D&D Program. AYES: Six. NAYS: None. Resolution 2021-111 adopted.

Moved by Ervin, seconded by George to adopt a Resolution approving the submittal of a grant application to the COVID-19 Relief Recreational Trails Program for the proposed Union Dr. hike & bike trail construction. AYES: Six. NAYS: None. Resolution 2021-112 adopted.

Moved by Trotter, seconded by Stonner to adopt a Resolution approving an application for Federal Aviation Funding Assistance for the design and construction engineering services for the Newton Airport Taxiway Relocation Project. AYES: Six. NAYS: None. Resolution 2021-113 adopted.

Moved by Stonner, seconded by Ervin to authorize the City Attorney to file litigation against Jeremy Chedester and Chedester Properties, LLC regarding the property at 209 W. 2nd Street N. AYES: Six. NAYS: None. Motion passed.

During staff reports, Brian Laube, Community Services Director and Joe Grife, Engineering Technician III presented on the 2021 Construction Projects.

During Mayor/Council comments Mullan was pleased to see the street sweeper out. Stonner encouraged citizens to take the Agnes trails and get a great view of the new pond. Ervin highlighted the new Main Street City Map.

Moved by Trotter, seconded by Mullan to adjourn the meeting at 7:01 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for the Lion Development Group, LLC Property Located Within the North Central Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to the Lion Development Group, LLC Property According to the Approved Development Agreement

Financial Impact:
\$55,082.81 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 21-117

Date: May 3, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

The City of Newton entered into a development agreement in June of 2018 with Lion Development Group, LLC and amended this agreement in January of 2020 and March of 2021 on the property located at 320 W 3rd St N within the North Central Urban Renewal Area. The Agreement states that the City shall rebate 100% of all TIF property taxes paid by Lion Development Group, LLC in Fiscal year 20/21.

Lion Development Group, LLC has provided documentation that the second half of the North Central Urban Renewal Area property taxes owed in 2020-21 in the amount of \$55,082.81 have been paid to the Jasper County Treasurer and is eligible for rebate.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to Lion Development Group, LLC.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING A PROPERTY TAX REBATE FOR THE
LION DEVELOPMENT GROUP, LLC PROPERTY LOCATED WITHIN
THE NORTH CENTRAL URBAN RENEWAL AREA**

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

WHEREAS, a Development Agreement with Lion Development Group, LLC was entered into in June of 2018 and Amended in January of 2020 and March 2021 on the property located at 320 West 3rd Street North within the North Central Urban Renewal Area, and

WHEREAS, said Agreement provides that the City provide to the Developer a 100% TIF Property Tax Rebate in Fiscal Year 20-21, and

WHEREAS, the Developer has paid its property taxes for the second half of fiscal year 2020-2021 in the total amount of \$67,173, and is eligible to receive a 100% TIF rebate of \$55,082.81;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, per the terms of the Development Agreement with Lion Development Group, LLC, a property tax rebate for the second half of fiscal year 2020-2021 taxes in the amount of \$55,082.81 is hereby approved.

PASSED this 3rd day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-03).

Report Number: 21-118

Date:

May 3, 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: \$2,065.00

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,065.00. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-03).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 21-03)**

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. 21-03 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 21-03, 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 June 2, 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 May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-03: 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
Nadine Allen	833433010	724 W 6th St S	Newton	\$59,790	\$70.00	\$0.00	\$70.00	W C GUNNS SD LOT 11	1/20/2021
Eva Rachel Siegel	833433020	721 W 5th St S	Newton	\$85,430	\$220.00	\$75.00	\$295.00	W C GUNNS SD LOT 10	2/3/2021
Paul Keith Twaddle	834351001	802 W 4th St S	Newton	\$77,190	\$160.00	\$75.00	\$235.00	RYAN'S ADD LOT 15 EX E 107'	2/3/2021
Kalob D. Westercamp	834351019	325 S 8th Ave W	Newton	\$150,240	\$95.00	\$75.00	\$170.00	RYAN'S SD E 107' LOT 15 & E 90' LOT 16	2/2/2021
Brian Hearl	833252024	1001 1st Ave W	Newton	\$76,150	\$65.00	\$75.00	\$140.00	MILLER'S ADD LOT 5 & N 1/2 VAC E/W ALLEY & W 1/2 VAC N/S ALLEY BOTH ABUTTING LOT 5	2/3/2021
Nathaniel Hinrichs	833279008	726 S 3rd Ave W	Newton	\$78,010	\$70.00	\$75.00	\$145.00	WOODROW'S SD LOT 11 BLK 3	2/3/2021
Farrell Properties Inc	827326018	812 1st St N	Newton	\$106,760	\$100.00	\$75.00	\$175.00	NORTH ADD S 114.18' OF W 132' LOT 14	2/3/2021
Farrell Properties Inc	834304003	512 W 2nd St S	Newton	\$90,110	\$60.00	\$75.00	\$135.00	COE'S SD LOT 3 BLK C & N 1/2 ALLEY ON S	2/3/2021
Farrell Properties Inc	834303022	611 W 2nd St S	Newton	\$82,230	\$60.00	\$75.00	\$135.00	STONE'S ADD LOT 21	2/12/2021
Zachary Bennett	834205006	206 E 7th St N	Newton	\$128,400	\$60.00	\$75.00	\$135.00	EAST ADD LOT D SD LOT 14	2/12/2021
Jon Haifley	828455008	903 N 7th Ave W	Newton	\$79,320	\$60.00	\$75.00	\$135.00	GREENCASTLE PLACE LOT 3 & E 20' LOT 2 BLK B	2/12/2021
CSL Iowa System LLC	834158003	216 W 2nd St S	Newton	\$0	\$220.00	\$75.00	\$295.00	ORIGINAL PLAT LOTS 5-6 BLK 27 & S 1/2 E/W ALLEY ADJ ON N CENTRALLY ASSESSED	2/22/2021
Total							\$2,065.00		

City of Newton Council Report

**Item:**

Resolution approving a contract from Midwest Inflatables, LLC for Newton Fest activities.

Report Number: 21-119

Date:

May 3, 2021

Summary:

Midwest Inflatables will be providing inflatables sports games, laser tag and mini golf for Newton Fest. A contract must be signed prior to the event and the balance the day of the event.

Lead Departments:

Community Development &
Community Services

Recommendation:

Approve

Financial Impact:

\$5,000

Background:

City staff has worked with Midwest Inflatables, based out of Ames, Iowa, to plan a fun zone during on Saturday, June 12 of Newton Fest that fits with current social distancing and public health measures. This entertainment option, which was first introduced in 2019, will feature four different inflatable sports games, laser tag and an 18-hole mini golf course that can be enjoyed by residents of all age.

The contract with Midwest Inflatables is priced at \$5,000 and includes the following:

- Mini golf w/ staffing
- Laser tag w/ bunkers & staffing
- Four inflatable sports games w/ staff
 - o Soccer Fever
 - o Batter Up
 - o Shooting Stars
 - o First Down

Midwest Inflatables will also provide a supervisory staff member, an assortment of different sized clubs for mini golf and an assortment of different size balls for the sports games. The balance of \$5000 is due the day of the event.

Recommendation:

Staff recommends approval of this resolution.

Matt Muckler
City Administrator



Laser tag



Mini Golf (One example of the 18 holes)



Soccer Fever



Batter Up



Shooting Stars



First Down

RESOLUTION NO. 2020- _____

**RESOLUTION APPROVING A CONTRACT FROM MIDWEST INFLATABLES, LLC
FOR NEWTON FEST ACTIVITIES.**

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, have 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 are planning to offer a variety of free and exciting activities during Newton Fest 2021, and

WHEREAS, has been working with Midwest Inflatables, LLC on bringing activities including inflatable sports games, laser tag and mini golf to Newton Fest, and

WHEREAS, a contract must be signed to reserve the activities for Saturday, June 12 with the balance of \$5,000 due on the day of the event.

WHEREAS, City Staff recommends approval of this resolution approving a contract with Midwest Inflatables, LLC for activities including inflatables, laser tag and mini golf during Newton Fest 2021.

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

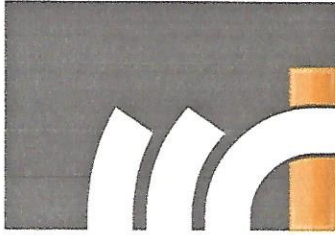
PASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



MIDWEST
INFLATABLES
Extreme Entertainment

CONTRACT / INVOICE

Midwest Inflatables, LLC

P.O. Box 1749
Ames, IA 50010
515.450.6478

info@midwestinflatables.com

Contract Date

April 19th, 2021

Invoice Number

2021023

LESSEE INFORMATION

Lessee Name: City of Newton / Newton Fest

Lessee Address: 101 W 4th St S, Newton, IA 50208

Lessee Contact: Danielle Rogers 641-792-6622 x 2316 office, 641-521-9328 cell, danieller@newtongov.org

Alternate or Additional Contact: Lisa Bernal – lisab@newtongov.org

Alternate or Additional Contact: N/A

Event Address: Maytag Park – 301 South 11th Ave W, Newton, IA 50208

LESSOR INFORMATION

Midwest Inflatables, LLC

P.O. Box 1749

Ames, Iowa 50010

Lessor Contact:

Jeremy Boekelman 515.450.6478

jeremy@midwestinflatables.com

Type of Event / Event Name	Event Hours	Event Start Date	Event End Date	Setup Date	Teardown Date
2021 Newton Fest	10:00 AM – 5:00 PM	June 12 th , 2021	June 12 th , 2021	June 12 th , 2021	June 12 th , 2021

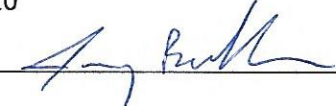
Equipment to be Leased / Services Provided	Quantity	Rate	Amount
ENTERTAINMENT PACKAGE	1	5000	\$5,000.00
1. Mini Golf with Staffing	18 Holes	N/A	Included
2. Laser Tag with Bunkers and Staffing	1	N/A	Included
3. Soccer Fever with Zone Staffing	1	N/A	Included
4. Batter Up with Zone Staffing	1	N/A	Included
5. Shooting Stars with Zone Staffing	1	N/A	Included
6. First Down with Zone Staffing	1	N/A	Included
Generators and Fuel Replacement	As Needed	No Charge	No Charge

Payment Information	Package Price	\$5,000.00
Please make check payable to: Midwest Inflatables, LLC – PO Box 1749, Ames, IA 50010	Delivery, Setup, Teardown	Included
	Generators (If Needed)	No Charge
	Subtotal	\$5,000.00
	Sales Tax	Tax Exempt
	Total	\$5,000.00
	Retainer with Contract	N/A
	Balance Due at Event	\$5,000.00

Representatives signing this contract must be at least 18 years of age and agree all the information is correct.

LESSOR: Midwest Inflatables, LLC – P.O. Box 1749, Ames, IA 50010

LESSOR: Representative: Jeremy Boekelman

Signature:  **Date:** 4-19-2021

LESSEE: City of Newton / Newton Fest – 101 W 4th St S, Newton, IA 50208

LESSEE: Representative: _____ **Signature:** _____ **Date:** _____
(Print Name)

City of Newton Council Report

Item:

Resolution accepting completion of the Iowa Speedway Drive Restoration Project (400-1400 Blocks).

Summary:

Accept completion of project to rehabilitate Iowa Speedway Dr.

Financial Impact:

Council previously approved a contract for \$1,281,154.61 on August 6, 2018 and a change order for an additional \$74,409.92 on January 18, 2021; this action would accept the project and authorize payment of the retainage amount of \$30,000.00



Report Number: 21-120

Date:

May 3, 2021

Lead Department/Division:

Public Works

Recommendation:

Approve

Background:

Iowa Speedway Dr. has been identified as needing pavement restoration in the Community Investment Plan. Iowa Speedway Dr. is a federal-aid classified road in Newton and is qualified to receive Surface Transportation Program (STP) funds from the Federal Highway Administration. STP projects are 80% federal funded with 20% local match.

In January of 2018, the City of Newton was awarded a STP grant in the amount of \$1,200,000 for a pavement restoration project for Iowa Speedway Dr. from 1,200 feet south of 1st Ave East to approximately 1,900 feet northwest of I-80 exit 168. This grant was received through the Central Iowa Regional Transportation Planning Alliance (CIRTPA).

The City prepared and submitted plans to the Iowa Department of Transportation (DOT). City Council passed a resolution on August 6, 2018 awarding a contract to Manatt's, Inc. of Brooklyn, Iowa in the amount of \$1,281,154.61, a change was order approved on January 19, 2021 for \$74,409.92. The Statement of Completion Form has been signed stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed and the issuance of one change order is \$1,413,318.58. STP projects are 80% federal funded with 20% local match making the Cities share of this change order \$282,663.72. Local match shall be paid from residual 2018-A bond funds and the remaining from RUT funds.

Recommendation:

City staff recommends accepting the completion of the Iowa Speedway Drive Restoration Project (400-1400 Blocks) Project, and authorizing the retainage amount of \$30,000.00 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

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

Mat Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING COMPLETION OF THE IOWA SPEEDWAY DRIVE
RESTORATION PROJECT (400-1400 BLOCKS).**

WHEREAS, Iowa Speedway Dr. has been identified as needing pavement restoration in the Community Investment Plan; and

WHEREAS, City of Newton was awarded a STP grant in the amount of \$1,200,000 for a pavement restoration project for Iowa Speedway Dr. from 1,200 feet south of 1st Ave East to approximately 1,900 feet northwest of I-80 exit 168; and

WHEREAS, \$282,663.72 local match shall be paid from residual 2018-A bond funds and the remaining from RUT funds; and

WHEREAS, the City prepared and submitted plans to the Iowa Department of Transportation (DOT); and

WHEREAS, the City Council of the City of Newton awarded a contract to Manatt's, Inc. of Brooklyn, IA in the amount of \$1,281,154.61 on August 6, 2018 and approved a change order in the amount of \$74,409.92 on January 19, 2021 for the Iowa Speedway Drive Restoration Project (400-1400 Blocks); and

WHEREAS, Manatt's, Inc has completed work on the project, and the Statement of Completion Form has been signed stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, approves the final contract amount of \$1,413,318.58 based on final measured quantities and the issuance of one change order, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$30,000.00 to Manatt's, Inc. no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2021 Parks Mowing Contract No. 2.

Summary:

Award of contract to mow and trim at nine City-owned locations during the 2021 growing season.

Financial Impact:

\$5,580.00 from the Parks 4030 Grounds Maintenance and Repair budget items.



Report Number: 21-121

Date:

May 3, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at nine City-owned lots for the 2021 growing season. The locations included:

- 215 E 5th St N
- 421 N 3rd Ave E
- 411 N 3rd Ave E
- 214 E 4th St N
- 702 E 4th St N
- 416 N 7th Ave E
- 920 E 9th St N
- 922 E 9th St N
- 721 E 7th ST N

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on April 26, 2021:

Shannon Dannen - Newton, Iowa	\$ 5,580.00
Brad Portner - Newton, Iowa	\$ 7,200.00
Randy's Lawn Care - Newton, Iowa	\$ 8,640.00
Bird's Landscape Maint. LLC – Newton, Iowa	\$17,040.00

The apparent lowest quote of \$5,580.00 is from Shannon Dannen of Newton, Iowa. Staff's estimated cost to complete the same work using seasonal labor and City equipment is \$6,912.00 for the season.

Recommendation:

City Staff recommends that Council award a contract for the 2021 Parks Mowing Contract No. 2 to Shannon Dannen of Newton, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDDING CONTRACT FOR THE
2021 PARKS MOWING CONTRACT NO. 2**

WHEREAS, the City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at nine City-owned lots for the 2021 growing season; and

WHEREAS, sealed quotes were received and opened on April 26, 2021; and

WHEREAS, City staff recommends that the City of Newton award a contract to Shannon Dannen of Newton, Iowa for the 2021 Parks Mowing Contract No. 2 based on the low responsive, responsible quote received in the amount of \$5,580.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Shannon Dannen of Newton, Iowa, in the amount of Five Thousand, Five Hundred Eighty Dollars and Zero Cents (\$5,580.00) for the 2021 Parks Mowing Contract No. 2 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Shannon Dannen of Newton, Iowa for the 2021 Parks Mowing Contract No. 2, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

PASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution awarding contract for the 2021 Parks Mowing Contract No. 3.

Summary:

Award of contract to mow and trim at 10 City-owned locations during the 2021 growing season.

Financial Impact:

\$8,060.00 from the Parks 4030 General Fund budget.



Report Number: 21-122

Date:

May 3, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at 10 City-owned lots for the 2021 growing season. The locations included:

- 748 N 3rd Ave E
- 200 E 8th St N
- 817 N 3rd Ave E
- 319 E 12th St N
- 211 E 12th St N
- 1117 N 3rd Ave E
- 120 E 12th St N
- 1219 S 4th Ave E
- 1106 S 5th Ave E
- 900 S 5th Ave E

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on April 27, 2021:

Shannon Dannen - Newton, Iowa	\$ 8,060.00
Bird's Landscape Maint. LLC – Newton, Iowa	\$ 24,880.00

The apparent lowest quote of \$8,060.00 is from Shannon Dannen of Newton, Iowa. Staff's estimated cost to complete the same work using seasonal labor and City equipment is \$8,150.00 for the season.

Recommendation:

City Staff recommends that Council award a contract for the 2021 Parks Mowing Contract No. 3 to Shannon Dannen of Newton, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDDING CONTRACT FOR THE
2021 PARKS MOWING CONTRACT NO. 3**

WHEREAS, the City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots such as those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at 10 City-owned lots for the 2021 growing season; and

WHEREAS, sealed quotes were received and opened on April 27, 2021; and

WHEREAS, City staff recommends that the City of Newton award a contract to Shannon Dannen of Newton, Iowa for the 2021 Parks Mowing Contract No. 2 based on the low responsive, responsible quote received in the amount of \$8,060.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Shannon Dannen of Newton, Iowa, in the amount of Eight Thousand, Sixty Dollars and Zero Cents (\$8,060.00) for the 2021 Parks Mowing Contract No. 3 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Shannon Dannen of Newton, Iowa for the 2021 Parks Mowing Contract No. 3, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved; and that the cost for said contract shall be paid from the Parks 4030 General Fund budget.

PASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the purchase of three (3) ¾-ton pickups and one (1) small SUV for the Public Works, Community Services, and Community Development Departments.

Summary: Replace one existing pickup in the Public Works fleet, replace two existing pickups in the Community Services fleet, and add one vehicle to the Community Development fleet.

Financial Impact: \$29,384.00 from the Road Use Tax Fund for the Public Works pickup; \$58,768.00 from the 2021 Bond Funds for the Community Services pickups; and \$22,000.00 from the 2021 Bond Funds, plus \$801.55 from the Community Development General Fund budget, for the small SUV.



Report Number: 21-123

Date: May 3, 2021

Lead Department(s):
Public Works & Community Services

Recommendation: Approve

Background:

Public Works, Community Development, and Community Services staff analyzed their respective department's equipment needs in preparation of the FY-22 budget and the FY-22 through FY-26 Capital Improvement Plan (CIP). Public Works Operations has one pickup called out to be replaced, Community Services has two pickups called out to be replaced, and Community Development has the need to add one additional vehicle to their department. At their March 15, 2021 meeting, City Council approved the FY-22 through FY-26 Capital Improvement Plan with these four new vehicle purchases included in year one (FY-22) of said CIP.

Staff prepared specifications for the three ¾-ton pickups, with Stiver's Ford of Waukee, Iowa being awarded the contract through the Iowa Department of Transportation 2021 state bid. The contract bid for each ¾ ton pickup is \$29,384.00. The Public Works pickup will be purchased using \$29,384.00 from the Road Use Tax Fund, and the Community Services' two pickups will be purchased using \$58,768.00 from the 2021 Bond Funds. Community Development staff specified a small SUV, with Dewey Ford of Ankeny, Iowa being awarded the contract through the Iowa Department of Transportation 2021 state bid. The contract bid for each small SUV is \$22,801.55. \$22,000.00 from the 2021 Bond Funds, plus \$801.55 from the Community Development General Fund budget, will be used for this purchase.

Recommendations:

Approval to purchase three (3) 3/4-ton Ford pickups from Stiver's Ford of Waukeke, Iowa for the state bid amount of \$29,384.00 each; and approval to purchase a Ford Escape SUV from Dewey Ford of Ankeny, Iowa for the state bid amount of \$22,801.55.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE PURCHASE OF THREE (3) ¾-TON PICKUPS AND ONE (1) SMALL SUV FOR THE PUBLIC WORKS, COMMUNITY SERVICES, AND COMMUNITY DEVELOPMENT DEPARTMENTS.

WHEREAS, Public Works, Community Development, and Community Services staff analyzed their respective department's equipment needs in preparation of the FY-22 budget and the FY-22 through FY-26 Capital Improvement Plan (CIP); and

WHEREAS, Public Works has one pickup called out to be replaced, Community Services has two pickups called out to be replaced, and Community Development has the need to add one additional vehicle to their department; and

WHEREAS, at their March 15, 2021 meeting, City Council approved the FY-22 through FY-26 Capital Improvement Plan with these four new vehicle purchases included in year one (FY-22) of said CIP; and

WHEREAS, staff prepared specifications for the three ¾-ton pickups, with Stiver's Ford of Waukee, Iowa being awarded the contract through the Iowa Department of Transportation 2021 state bid letting at a price of \$29,384.00 for each ¾ ton; and

WHEREAS, Community Development staff specified a small SUV, with Dewey Ford of Ankeny, Iowa being awarded the contract through the Iowa Department of Transportation 2021 state bid letting at a price of \$22,801.55 for the single SUV.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director, Community Services Director, and Community Development Director are authorized to purchase three (3) new ¾-ton Ford pickups from Stiver's Ford of Waukee, Iowa in the amount of \$29,384.00 each and one (1) Ford Escape SUV from Dewey Ford of Ankeny, Iowa in the amount of \$22,801.55;

BE IT FURTHER RESOLVED that the Public Works pickup shall be purchased using \$29,384.00 from the Road Use Tax Fund; the Community Services' two pickups shall be purchased using \$58,768.00 from the 2021 Bond Funds; and the Community Development SUV shall be purchased using \$22,000.00 from the 2021 Bond Funds and \$801.55 from the Community Development General Fund budget.

PASSED this ____ day of May 2021.

APPROVED this ____ day of May 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving the purchase of a replacement tarp deployment system for the Newton Sanitary Landfill.

Summary: To purchase a replacement tarp deployment system lost in a fire at the landfill.

Financial Impact: \$29,071.00 from the Landfill fund balance.



Report Number: 21-124

Date: May 3, 2021

Lead Department: Public Works Department

Recommendation: Approve

Background:

The Newton Sanitary Landfill must comply with the Environmental Protection Agency and the Iowa Department of Natural Resources rules for daily cover of the municipal solid waste deposited in the sanitary landfill. These rules require 6 inches of compacted soil or some other approved alternative daily cover. Staff has investigated many different approved methods of daily cover and has determined the tarp system to be the best method for the Newton Sanitary Landfill.

Iowa Department of Natural Resources approved Newton Sanitary Landfill to utilize the tarp system as an alternative daily cover in 2015.

A fire recently occurred at the landfill that resulted in the loss of three (3) 30' X 107' polypropylene tarps and the loss of the Tarp Armor TDS30HS deployment system. Staff reviewing insurance coverages for the equipment determined the tarp deployment system was not included in the City's insurance policy. The equipment insurance coverage is in the review process and will be updated. The three (3) 30' X 107' tarps are included in the insurance policy and will be replaced through ICAP insurance.

Staff prepared specifications for a tarp deployment system which included the replacement tarps and required equipment to roll the tarp. The following bids were received:

Dealer	Brand and Model	Bid
Southwestern Sales, Rogers AR	Tarp Armor TDS HC-30HS	\$29,071.00
Tarpomatic, Canton OH	Tarpomatic 30	\$85,000.00

Recommendation:

City Staff recommends approval of the TarpArmor TDS HC-30 alternative daily cover tarp system from Southwestern Sales of Rogers, Arkansas for the bid amount of \$29,071.00. The tarp deployment system will be paid utilizing available funds from the Newton Sanitary Landfill enterprise fund and the replacement tarps paid through insurance.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING PURCHASE OF A REPLACEMENT TARP
DEPLOYMENT MACHINE FOR THE NEWTON SANITARY LANDFILL**

WHEREAS, a fire recently occurred at the landfill that resulted in the loss of the Tarp Armor TDS30HS deployment system; and

WHEREAS, city staff utilized a specification and bid process for seeking bids on a tarp deployment system; and

WHEREAS, based on the desired specifications, the lowest responsive bidder was from Southwestern Sales of Rogers, Arkansas in an amount of \$29,071.00 for a TarpArmor TDS HC-30 tarp deployment system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase a TarpArmor TDS HC-30 tarp deployment system from Southwestern Sales of Rogers, Arkansas in the amount of \$29,071.00. The tarp deployment system will be paid utilizing available funds in the Newton Sanitary Landfill fund.

PASSED this ____ day of May 2021.

APPROVED this ____ day of May 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Activar Plastic Products Group Inc	City Garage/Street	Supplies	\$ 2,037.77
Acushnet Company	Golf	Merchandise	\$ 2,104.21
Ag-Grow Plus Lawn Care	Airport	Service	\$ 159.00
Airgas USA LLC	Fire	Supplies	\$ 93.05
Alliant Energy/IPL	Street Lighting/Parks	Utilities	\$ 158.37
Amazon Capital Services	All	Supplies	\$ 2,391.10
American Legal Publishing Corporation	Administration	Service	\$ 794.25
ArcMate Manufacturing Corp	Landfill	Supplies	\$ 88.16
Arrowhead Forensics	Police	Supplies	\$ 212.05
Baker & Taylor	Library	Supplies	\$ 3,488.28
Baker & Taylor Entertainment	Library	Supplies	\$ 92.72
Barcode Depot	Library	Supplies	\$ 280.00
Bell, Betty	Private Incentives	Incentive	\$ 10,000.00
Blackstone Publishing	Library	Supplies	\$ 702.00
Boland Recreation	Tort Liability	Supplies	\$ 2,500.00
Bolton & Menk Inc	Street	Service	\$ 1,200.00
Bound Tree Medical LLC	Fire	Supplies	\$ 272.50
Breman and Sons Tree Service	Community Beautification	Service	\$ 3,300.00
Caldwell Brierly & Chalupa PLLC	Econ Dev/Commercial D&D	Service	\$ 2,857.73
Callaway Golf	Golf	Merchandise	\$ 244.04
Cengage Learning	Library	Supplies	\$ 1,198.93
Center Point Large Print	Library	Supplies	\$ 255.20
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 919.00
Cintas	All	Service	\$ 457.52
Classic Car Wash	Police	Service	\$ 621.75
Cleveland Golf/Srixon	Golf	Supplies	\$ 1,216.20
CMI Inc	Police	Supplies	\$ 71.21
Computer Resource Specialists	Administration	Service	\$ 2,855.50
Davis Equipment Corp	Parks	Supplies	\$ 1,417.57
Demco Inc	Library	Supplies	\$ 174.31
Dept of Inspections & Appeals	Maytag Pool	License	\$ 150.00
DH Pace Company	Street	Service	\$ 2,354.23
Diamond Products Co	Library	Service	\$ 44.40
Digium Cloud Services LLC	All	Utilities	\$ 401.00
DMACC - Ankeny Campus	PW Building	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste/Garbage	Service	\$ 58,091.27
Earl May Nursery & Garden	Parks	Supplies	\$ 191.94
Fastenal	Water Pollution Control	Supplies	\$ 22.08
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes Office Solutions	Library/Police	Supplies	\$ 224.13
Fuller, Shawn	Water Pollution Control	Reimbursement	\$ 141.00
Galls LLC	Fire/Police	Supplies	\$ 1,148.68
Grainger Inc	City Garage	Supplies	\$ 123.23
Gralnek-Dunitz	Parks/WPC	Supplies	\$ 42.86
Gregg Young Auto Center	Police/WPC	Service	\$ 2,881.15
Grinnell Safe & Lock	Street	Supplies	\$ 120.00

Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,488.00
Hillyard / Des Moines	Fire	Merchandise	\$ 28.70
Home Depot Pro	Parks	Supplies	\$ 880.43
Hometown Press	Library	Subscription	\$ 50.00
Hornung's	Golf	Merchandise	\$ 237.39
Hoya Vision	Administration	Supplies	\$ 148.00
Hy-Vee Inc	Executive/Police	Supplies	\$ 2,097.31
Intl' Society of Fire Service Instructor	Fire	Dues	\$ 125.00
Iowa Golf Association	Golf	Merchandise	\$ 418.00
Iowa Pump Works	Landfill	Supplies	\$ 1,621.01
IPMA-HR	Fire	Service	\$ 251.50
Isolved Benefit Services	Finance	Service	\$ 196.06
Jasper Construction Services	Water Pollution Control	Supplies	\$ 53.88
Jasper County Abstract	Commercial D&D	Service	\$ 75.00
Johnson Aviation	Airport	Service	\$ 3,015.29
Key Cooperative	Airport	Supplies	\$ 326.50
Keystone Labs	Water Pollution Control	Service	\$ 3,450.92
Lanphier Excavating LLC	Water Pollution Control	Service	\$ 9,600.00
Lavelly, Dillon	Police	Reimbursement	\$ 65.36
Liberty Tire Services LLC	Landfill	Service	\$ 1,355.32
Lockhart, Abby	Executive	Supplies	\$ 100.00
Lyman, Rick	Parks	Service	\$ 1,094.85
Magnum Automotive	Police	Service	\$ 39.67
Manatts - D.M.	Street/WPC	Supplies	\$ 8,996.00
McCall Monument	Cemetery	Supplies	\$ 50.00
Mediacom	Golf	Utilities	\$ 169.40
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 1,147.94
MG Laundry Corporation	Fire/City Center	Service	\$ 113.20
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 248.50
Midland Prairie Veterinary Services	Police	Service	\$ 247.68
Midwest Alarm	Library	Service	\$ 211.08
Midwest Lawn Services	Library	Service	\$ 900.00
MTI Distributing Inc	Golf/Parks	Supplies	\$ 480.83
Municipal Collections of America Inc	Fire	Service	\$ 34.38
Murphy Tractor & Equipment	Landfill/Street	Service	\$ 3,178.77
NAPA Auto Parts	All	Supplies	\$ 1,198.62
News Printing Company	All	Service	\$ 334.23
O'Reilly Auto Parts	Golf/Parks	Supplies	\$ 41.27
Partsmaster	Water Pollution Control	Supplies	\$ 148.75
Penisten, Elizabeth	Fire	Reimbursement	\$ 20.00
Pickett, Bud & Sue	Private Incentives	Incentive	\$ 10,000.00
Preferred Pest Control Inc	Library	Service	\$ 350.00
Quill Corporation	All	Supplies	\$ 250.82
Sandry Fire Supply LLC	Fire	Supplies	\$ 312.00
SchoolLife	Library	Supplies	\$ 125.66
SHRM	Administration	Service	\$ 219.00
Smith Quality Rental	Fire/Parks	Supplies	\$ 231.00
Spahn & Rose Lumber Co	All	Supplies	\$ 3,583.87
Springer Professional Home Services	City Center/Library	Service	\$ 170.00
Strauss Security Solutions	Police	Service	\$ 100.00

The Lifeguard Store Inc	Maytag Pool	Supplies	\$ 427.30
Theisen's	All	Supplies	\$ 505.30
Theisen's Marshalltown	Street/WPC	Supplies	\$ 551.95
Todd Heaberlin Enterprises	Library	Service	\$ 381.98
Tour edge	Golf	Merchandise	\$ 518.56
Town & Country Wholesale Co	Golf	Concessions	\$ 440.46
Truck Center Companies	Street	Supplies	\$ 67.01
True Value Hardware	All	Supplies	\$ 581.75
Two Rivers Cooperative	Golf	Supplies	\$ 562.39
Unique Management Services	Library	Service	\$ 50.00
Utility Equipment Co	Landfill	Supplies	\$ 82.00
Van Maanen Electric Inc	Street Lighting/Fire	Service	\$ 37,889.22
Wal-Mart	All	Supplies	\$ 1,117.76
Walsh Door & Hardware	Police	Service	\$ 40.87
Warnick & Reeves Mechanical	All	Service	\$ 1,851.47
Water Department	All	Utilities	\$ 187.59
Zimco Supply Company	Golf	Supplies	\$ 61.20
Zoll	Fire	Supplies	\$ 127.49

Total: **\$ 216,663.63**

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 47,152.17
AT & T Mobility	Landfill	Utilities	\$ 176.27
Black Hills Energy	All	Utilities	\$ 2,098.46
Breman & Sons Tree Service - Reso 2021-060	Parks	Service	\$ 2,923.72
D & W Tree Service - Reso 2021-059	Parks	Service	\$ 7,400.00
Doll Distributing	Golf	Concessions	\$ 828.88
Hendricks, Shelly or Brian - Reso 2020-019	I & I Program	Reimbursement	\$ 3,156.00
Hy-Vee	Golf	Concessions	\$ 264.25
Iowa Beverage Systems	Golf	Concessions	\$ 465.82
Mediacom	Golf/Admin	Utilities	\$ 573.25
S & P Global Ratings - Reso 2021-084	Debt Service/Sewer Revenue Bonds	Service	\$ 32,175.00
United States Cellular	All	Utilities	\$ 353.66
Water Department	WPC	Utilities	\$ 22.96
Windstream	All	Utilities	\$ 1,024.23

Total: **\$ 98,614.67**

ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 16,005.00
Bank Iowa	All	Insurance	\$ 6,765.00
Delta Dental	All	Insurance	\$ 10,447.60
Great Southern Bank	All	Insurance	\$ 330.00
Mutual of Omaha	All	Insurance	\$ 4,252.39
Kabel	All	Insurance	\$ 50.00
Payroll 3-30-21	All	Payroll	\$ 408,935.38
Payroll 4-15-21	All	Payroll	\$ 426,794.09
State Of Iowa	Golf/Park/WPC	Sales Tax	\$ 6,428.30
State Of Iowa GEMT	Fire	GEMT Payment	\$ 8,067.65

Total: **\$ 888,075.41**

City of Newton Council Report

Item: A resolution accepting purchase and redevelopment proposal for property at 920 and 922 East 9th Street North in Newton

Summary: The City acquired the properties at 920 and 922 East 9th Street North through the D&D Program. There have been two offers received on the properties. GH Homes submitted the higher offer.

Financial Impact: Cost Recovery, \$10,000.00



Report Number: 21-125

Date: May 3, 2021

Lead Department: Community Development Department

Recommendation: Approve

The City of Newton acquired the abutting properties at 920 and 922 East 9th Street North. The City has owned both lots since 2015.

The City has given the requisite Public Hearing notice for selling land, per Council action. Public notice has been published in the *Newton Daily News*, inviting interested parties to submit proposals for the lot. Letters to abutting property owners were also sent.

The City of Newton has received the following offers on the property:

- GH Homes/ Golden Hammer Contractors, Ankeny, Iowa
 - Purchase Price: \$10,000 for both lots
 - Developer will replat lots to equal size.
 - Commitment to construct two new single family homes- building plans for possible home designs attached to letter.

- PGLS, LLC, Newton, Iowa
 - Purchase Price: \$8,000 for both lots.
 - Developer requests City to replat lots to equal size.
 - Developer currently owns single family home to the north & is conducting a rehabilitation.
 - Commitment to construct two new single family homes- home design samples included with submittal.

The offer from Golden Hammer Contractors/ GH Homes, Ankeny, Iowa provides a higher purchase price (by \$2,000) and does not stipulate a need for surveying costs by the City of Newton. Golden Hammer Contractors/ GH Homes has completed framing work for home

builders currently constructing new homes in Newton. Golden Hammer Contractors/ GH Homes has completed new home construction in other Central Iowa Communities.

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. In addition, construction of two new homes will add new value to the tax base and provide new housing options in the community.

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 of the offer received from Golden Hammer Contractors/GH Homes, Ankeny, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING PURCHASE AND REDEVELOPMENT PROPOSAL FOR
PROPERTY AT 920 AND 922 EAST 9TH STREET NORTH IN NEWTON**

WHEREAS, Golden Hammer Contractors DBA GH Homes, has submitted a proposal to purchase, for \$10,000.00, certain property owned by the City of Newton, Iowa located at 920 and 922 East 9th Street North, legally described as:

920 East 9th Street North: LOTS SEVEN AND EIGHT IN BLOCK TWELVE IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK "C", PAGE 33 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

922 East 9th Street North: THE SOUTH 44 FEET OF LOT 9 IN BLOCK 12 IN EDMUNDSON'S ADDITION TO NEWTON, JASPER COUNTY, IOWA.

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

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

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

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

Section 1: That the attached Purchase and Redevelopment Agreement for Property located at 920 and 922 East 9th Street North between the City and the purchasing party 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.

PASSED this _____ day of May 2021.

APPROVED this _____ day of May 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

April 19, 2021

City of Newton- Community Development Department
403 West 4th Street North
Suite 501
Newton, Iowa 50208

Dear Newton City Council,

My name is Douglas Ivan Escalona, Golden Hammer Contractors, Inc/GH Homes of Ankeny, Iowa. We are a construction business with experience building homes in Central Iowa Communities.

Please consider this offer of \$5,000 per property (a total of \$10,000) for the two City-owned vacant lots at 920 and 922 East 9th Street North.

Attached, you will find design plans for the homes that Golden Hammer Contractors/GH Homes proposes to construct on the lots. Prior to breaking ground, we will re-plat the lots to create two, equally sized properties. The placement of the homes will allow for future livability of the property with access in the rear via the city-alley. Should a future owner desire to erect a detached garage or shop building, adequate space and access will remain.

Sincerely,



Douglas Ivan Escalona
Golden Hammer Contractors Inc DBA GH Homes
502 North Ankeny Blvd
Ankeny, Iowa 50023
515-954-9034
ivan@goldenhammeriowa.com

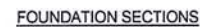


SCALE: 1/4" = 1'-0"



SCALE: VI* = F-F*

POLK CITY, IOWA
515-282-8371



FOUNDATION

1. 8" X 8"-8" POURED CONCRETE WALLS (TRIPLE PLATE END WALLS)
2. 7'-0" WINDOW HOR. HGT. (UNLESS NOTED)
3. EXTERIOR DIMENSION ARE TO OUTSIDE OF SHEATHING/CONCRETE
AND INTERIOR DIMENSION ARE TO FACE OF STUD
4. WINDOWS ARE CALLED OUT AS ROUGH OPENINGS. (INCHES/INCHES)
(VERIFY ACTUAL WITH CONTRACTOR)

BLACK & WHITE CONST.
SPEC RANCH #421
421 N. 9TH ST.
ADEL, IOWA

Revision/Issue	Date
REVIEW	3/29

Project: SPEC H421

Date: 7/27/20

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

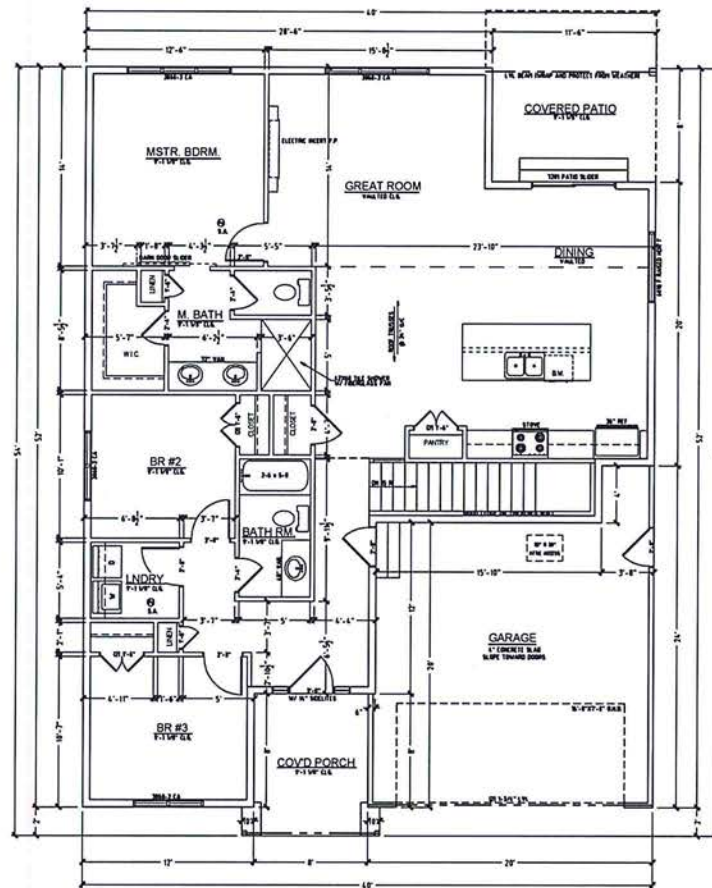
Drawn by: 8V

Sheet

2 OF 4

BRITTANY
&
ASSOCIATES

POLK CITY, IOWA
515-282-6371



- FRAMING NOTES**
1. 2x6 EXTERIOR WALLS 17'-1 1/2" PLATE HEIGHT
 2. 7'-6" WINDOW FOR HG. UNLESS NOTED
 3. EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING AND INTERIOR DIMENSIONS ARE TO FACE OF STUD
 4. WINDOWS ARE CALLED OUT AS PER PROFILES. INCHES/POINTS
 5. ALL HEADERS ARE DROPPED BELOW PLATE UNLESS NOTED

Area Schedule	
	SQUARE FEET
MAIN FLOOR	524
EXTERIOR STAIR AREA	14
TOTAL FRESH	538
EXTERIOR FIN. AS SHOWN	50
UNFINISHED BASEMENT	18
GARAGE	148

MAIN FLOOR

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL CONFLICTS. THESE PLANS ARE PROVIDED ON AN "AS IS" BASIS AND DO NOT REPRESENT A GUARANTEE OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. ANY ERRORS OR OMISSIONS FOR POSSIBLE CONSTRUCTION ARE NOTED ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. ANY ERRORS OR OMISSIONS FOR POSSIBLE CONSTRUCTION ARE NOTED ON THESE PLANS.

BLACK & WHITE CONST.
SPEC RANCH #421
421 N. 9TH ST.
ADEL, IOWA

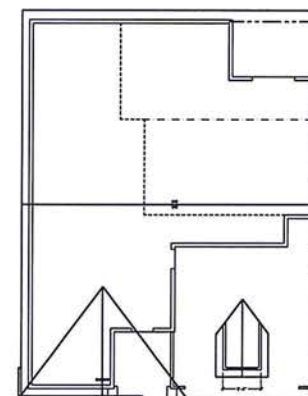
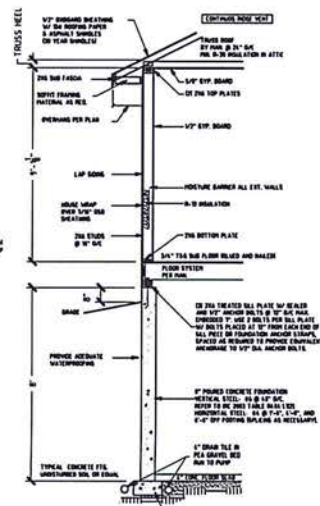
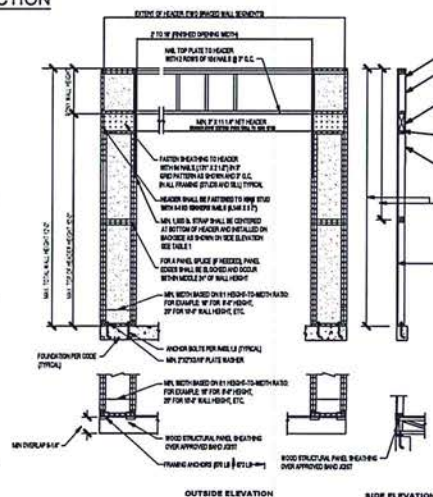
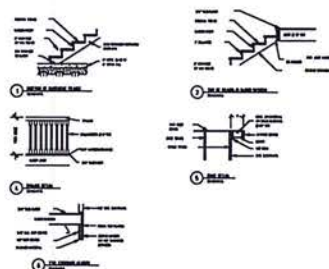
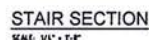
Revision/Issue	Date
REVIEW	7/29

Project: SPEC #421
 Date: 7/27/20
 Scale: 1/4" = 1'-0"
 Drawn by: BV

Sheet
 3 OF 4

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 &
 ASSOCIATES

POLK CITY, IOWA
 515-262-8371



6/12 PITCH WITH STANDARD HEELS AND 16" OVERHANG
8/12 PITCH WITH ADJUSTED HEELS AND 16" OVERHANG
12" RAFTS (TYP)

ROOF PLAN
SCALE: 3/8" = 1'-0"

BLACK & WHITE CONST.
SPEC RANCH #421
421 N. 9TH ST.
ADEL, IOWA

Revision/Issue	Date
REVIEW	7/29

Project: SPEC #421
Date: 7/27/20
Scale: 1/4" = 1'-0"
Drawn by: BV

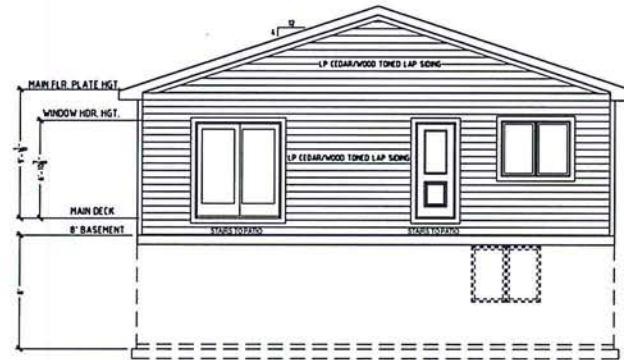
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4 OF 4

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POLK CITY, IOWA
515-202-6371



FRONT ELEVATION
SCALE 1/4" = 1'-0"



REAR ELEVATION
SCALE 1/4" = 1'-0"

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL
CONFLICTS WITH EXISTING OR PREVIOUS DRAWINGS. THE
ENGINEER'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE
OWNER. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY
PERMITS AND FOR VERIFYING THAT ALL MATERIALS, METHODS, AND
CONSTRUCTION DETAILS ARE IN ACCORDANCE WITH ALL APPLICABLE
CODES AND STANDARDS. THE ENGINEER'S DESIGN IS NOT A
WARRANTY OF PERFORMANCE OR DURABILITY. THE ENGINEER
DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION
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PROVIDED BY THE OWNER.

BLACK & WHITE PROPERTIES
#131 PRAIRIE RANCH
131 PRAIRIE ST.
ADEL, IOWA 50003

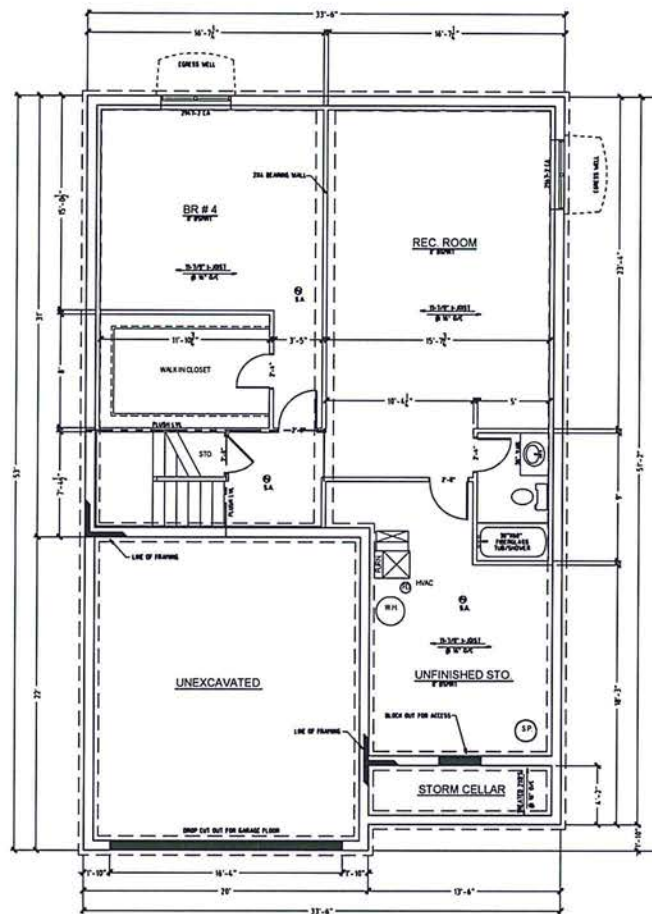
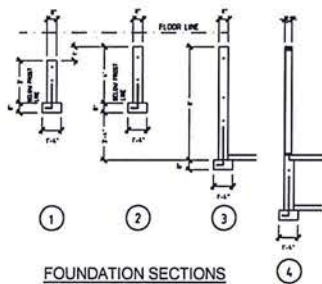
Revision/Issue	Date
REV 01	4/29/20

Project: #131 PRAIRIE RANCH
Date: 4/19/20
Scale: 1/4" = 1'-0"
Drawn by: BV

Sheet
1 OF 4

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POLK CITY, IOWA
515-282-8371



- FOUNDATION NOTES**
1. 8" X 8" POURED CONCRETE WALLS
 2. 6" X 10 7/8" WINDOW HOR. HGT. UNLESS NOTED
 3. EXTERIOR DIMENSION ARE TO OUTSIDE OF SHEATHING/CONCRETE AND INTERIOR DIMENSION ARE TO FACE OF STUD
 4. WINDOWS ARE CALLED OUT AS ROUGH OPENINGS. DIMENSIONS/INCHES (VERIFY ACTUAL WITH CONTRACTOR)
 5. ADJUST FOOTING PLACEMENT TO ALLOW FOR IN-FLOOR HEAT.

Area Schedule	
MAIN FLOOR	204
BASEMENT GAS DRAWN	815
TOTAL FINISH	204
UNFINISHED & HVAC	330
GARAGE	1.0

FOUNDATION

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS. THESE PLANS ARE PROVIDED ON AN "AS IS" BASIS AND THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, PERSONS, AND OTHERS, ARISING OUT OF OR FROM THE USE OF THESE PLANS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, MATERIALS, AND METHODS OF CONSTRUCTION, AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, ARCHITECTURAL, ENGINEERING, AND LANDSCAPE ARCHITECTURE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, ARCHITECTURAL, ENGINEERING, AND LANDSCAPE ARCHITECTURE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, ARCHITECTURAL, ENGINEERING, AND LANDSCAPE ARCHITECTURE.

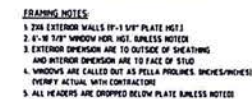
BLACK & WHITE PROPERTIES
#131 PRAIRIE RANCH
131 PRAIRIE ST.
ADEL, IOWA 50003

Revised/Issue	Date
KCK 01	4/18/20

Project: #131 PRAIRIE RANCH
Date: 4/18/20
Scale: 1/4" = 1'-0"
Drawn by: BV

Sheet
2 OF 4

BRITTANY
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POLK CITY, IOWA
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Area Schedule	
	SQUARE FEET
MAIN FLOOR	694
BASEMENT (AS DRAWN)	275
TOTAL FINISH	969
UNFINISHED & HVAC	332
GARAGE	435

MAIN FLOOR

WE ASSURE NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. WE ARE NOT A LICENSED ARCHITECT OR ENGINEER. WE HAVE NOT BEEN TRAINED AS SUCH AND THEREFORE WE ACCEPT NO RESPONSIBILITY FOR ANY AS-BUILT ERRORS. WE ARE NOT RESPONSIBLE FOR THE SURETY OF THE INFORMATION PROVIDED. IT IS THE SOLE RESPONSIBILITY OF THE USER TO VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS, AND FLOOR PLANS PRIOR TO CONSTRUCTION. ANY CONTRADICTIONS AND/OR OMISSIONS SHALL NOTIFY US IMMEDIATELY IF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION ARE IDENTIFIED PRIOR TO START OF CONSTRUCTION. NO WARRANTIES OR EXPRESS OR IMPLIED ENDORSEMENTS, COMPLIANCE WITH THIS PLAN OR ANY APPLICABLE BUILDING CODES REQUIREMENTS ARE MADE.

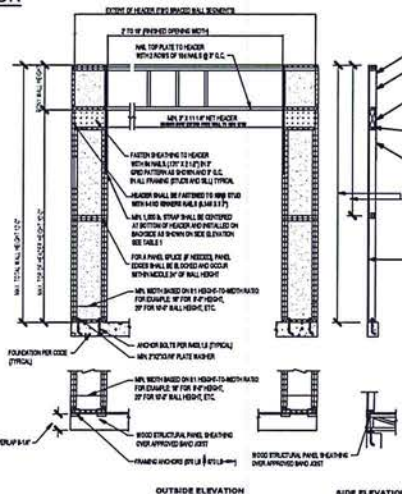
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#131 PRAIRIE RANCH
131 PRAIRIE ST.
ADEL, IOWA 50003

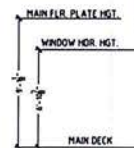
Revision/Issue	Date
KICK OFF	4/29/20

Project: #131 PRAIRIE RANCH
Date: 4/18/20
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Drawn by: BV

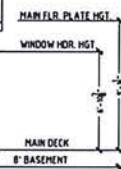
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3 OF 4

BRITTANY
&
ASSOCIATES
POLK CITY, IOWA
515-262-6371

POLK CITY, IOWA
 515-283-4324



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

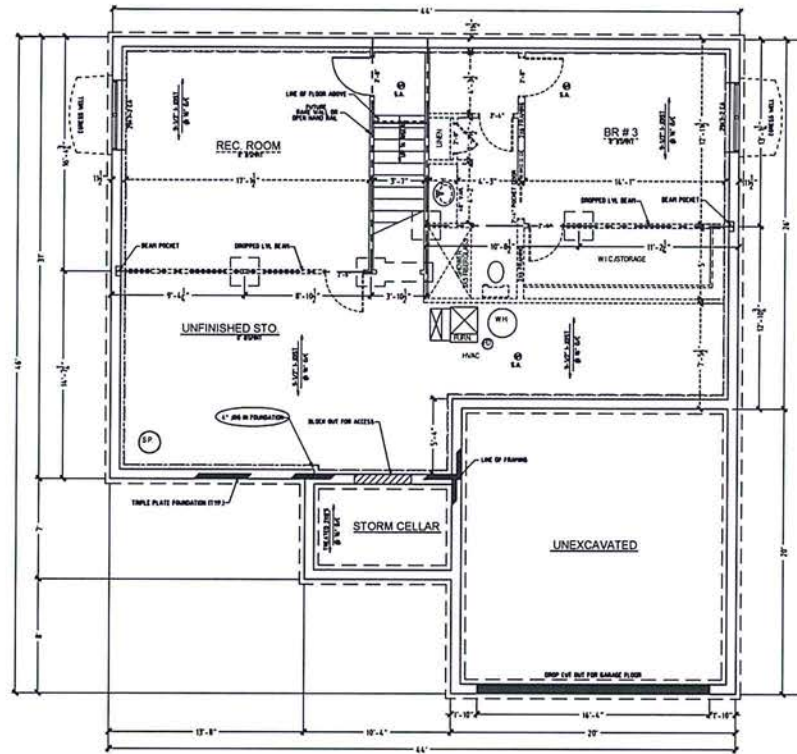
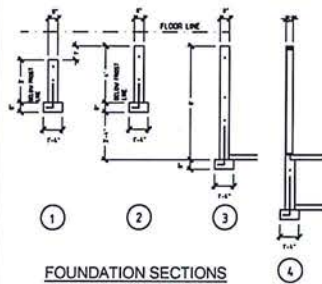


SCALE: 1/4" = 1'-0"

BLACK & WHITE PROPERTIES
SMOOLE RES.
PENDING
ADEL, IOWA 50003

Project: SH00LE
Date: 6/22/20
Scale: 1/4" = 1'-0"
Drawn by: BV

BRITTANY
&
ASSOCIATES
DALLAS CITY, IOWA
515-202-6371



BASEMENT DESIGN IS FOR FUTURE FINISH AT THIS TIME

FOUNDATION NOTES

1. 8" X 8'-0" POURED CONCRETE WALLS (TRIPLE PLATE SILL)
2. 6'-10 7/8" WINDOW HOR. HGT. UNLESS NOTED
3. EXTERIOR DIMENSION ARE TO OUTSIDE OF SHEATHING/CONCRETE AND INTERIOR DIMENSION ARE TO FACE OF STUD
4. WINDOWS ARE CALLED OUT AS ROUGH OPENINGS (INCHES/FINCHES) (VERIFY ACTUAL WITH CONTRACTOR)
5. ADJUST FOOTING PLACEMENT TO ALLOW FOR IN-FLOOR HEAT.

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE USER OF THESE PLANS AND SPECIFICATIONS ACCEPTS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER FOR THE ACCURACY AND COMPLETENESS OF THE PLANS, SECTIONS, AND FLOOR PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE PRIOR TO CONSTRUCTION. NO WARRANTIES ARE MADE BY THE ENGINEER FOR THE ACCURACY OF THE PLANS OR FOR THE RESULTS OF THE CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE BUILDING CODES, REGULATIONS, AND LAWS.

BLACK & WHITE PROPERTIES
SMOOLE RES.
PENDING
ADEL, IOWA 50003

Revision/Issue	Date
KICK OFF	6/22/20
FINAL	7/2/20

Project: SMOOLE
Date: 6/22/20
Scale: 1/4" = 1'-0"
Drawn by: BV

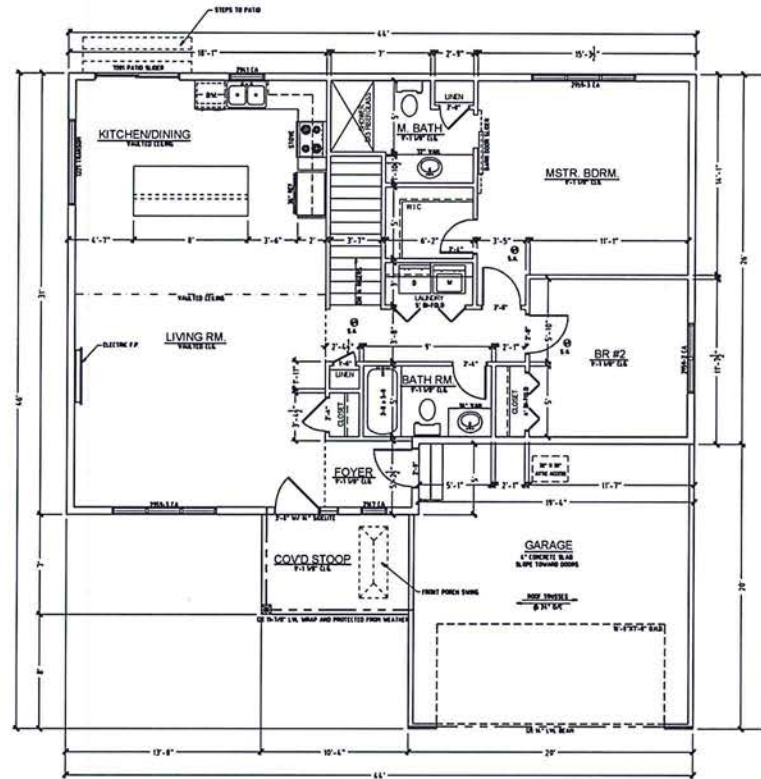
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2 OF 4

BRITTANY
&
ASSOCIATES

POLK CITY, IOWA
575-262-4371

Area Schedule	
	SQUARE FEET
MAIN FLOOR	5017
BASEMENT GAS DRAWING	671
TOTAL FLOOR BY FLOOR	5687
UNFINISHED/STORM/STORAGE	312
Garage	100

FOUNDATION



- DRAWING NOTES**
1. 2ND EXTERIOR WALLS 19'-1 1/2" PLATE HGTS.
 2. 4'-0" TYP. WOODEN FLOOR HGTS. UNLESS NOTED.
 3. EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING AND INTERIOR DIMENSIONS ARE TO FACE OF STUD.
 4. WINDOWS ARE CALLED OUT AS PER PELLA PROFILES. INCHES/POUNDS.
 5. ALL HEADERS ARE DROPPED BELOW PLATE UNLESS NOTED.

Area Schedule	
FLOOR FLOOR	1000.00
BASEMENT (AS DRAWN)	0.00
TOTAL FLOOR W/ BASEMENT	1000.00
UNFINISHED FLOOR (FLOOR)	0.00
GARAGE	0.00

MAIN FLOOR

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR MECHANICAL
 ENGINEER. THESE PLANS ARE PROVIDED ON AN "AS IS" BASIS AND
 THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF
 THE INFORMATION AND THE USER SHALL BE RESPONSIBLE FOR
 CORRECTING ANY ERRORS OR OMISSIONS PRIOR TO CONSTRUCTION. THE
 USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 ANY ERRORS OR OMISSIONS ARE THE USER'S RESPONSIBILITY.
 THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 ANY ERRORS OR OMISSIONS ARE THE USER'S RESPONSIBILITY.

BLACK & WHITE PROPERTIES
SMOOLE RES.
PENDING
ADEL, IOWA 50003

Revision/Issue	Date
RECK OFF	6/22/20
FINAL	7/2/20

Project: SMOOLE
 Date: 6/22/20
 Scale: 1/4" = 1'-0"
 Drawn by: BV

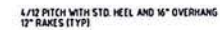
Sheet
 3 OF 4

BRITTANY
 &
 ASSOCIATES

POLK CITY, IOWA
 515-282-4371



- [illegible]



ROOF PLAN
SCALE: 3/8" = 1'-0"

WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL OR MECHANICAL ERRORS OR OMISSIONS. WE ARE NOT A LICENSED PROFESSIONAL ENGINEER. THESE PLANS ARE PROVIDED ON AN "AS IS" BASIS AND THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER TO VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS, AND FLOOR PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR AND/OR OWNER SHALL NOTIFY US IMMEDIATELY IF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION ARE IDENTIFIED PRIOR TO START OF CONSTRUCTION. CONTRACTORS AND MAJORITIES EXPRESSED OR IMPLIED INCLUDING COMPLIANCE WITH THESE PLANS WITH APPLICABLE BUILDING CODES REQUIREMENTS ARE MADE.

BLACK & WHITE PROPERTIES
SMOOLE RES.
PENDING
ADEL, IOWA 50003

Revision/Issue	Date
KICK OFF	6/24/20
FINAL	7/7/20

Project: SMOOLE
Date: 6/22/20
Scale: 1/4" = 1'-0"
Drawn by: BV

Sheet
4 OF 4

BRITTANY
&
ASSOCIATES

POLK CITY, IOWA
515-282-6371

Hello!

We, **PGLS, LLC** would like to put an offer in on the two lots located at 920 & 922 E 9th St N.

We currently own and are renovating the home directly to the north located at 924 E 9th N. We recently purchased the home for \$45,000 and plan on putting about \$60,000 into this home with a new roof, bath, kitchen, windows, doors, landscaping and more. A total investment of around \$105,000

With these two lots, we plan on building two single-family homes.

I have included a few plans for your viewing on what we are thinking for the homes. These may not exactly reflect the plan we ultimately choose, but this is the quality and style we will build. We do plan on these homes having full, unfinished basements with egress windows as well as attached/detached two-car garages, though two of the plans of them don't reflect that. Please note, the colors of the renderings may not directly match the color we choose for the home. We also do not plan on building two homes that look exactly the same side by side. The colors and front of the home will vary between the two houses.

We plan to sell these homes for between \$180,000-\$215,000.

We would like to offer \$4000 for each lot, a total of \$8000 for both.

We would pay our closing costs of the properties and would ask the City do the same. We would ask that the City splits the lots into two equal lots at 88.5 ft X 132 Ft each. This would make building a 1000-1100 sq house more feasible while giving the owners of the new homes a nice size backyard.

House plan ideas:

<https://www.houseplans.net/floorplans/269900002/country-plan-928-square-feet-2-bedrooms-2-bathrooms>

<https://www.houseplans.net/floorplans/269900002/country-plan-928-square-feet-2-bedrooms-2-bathrooms>

<https://www.houseplans.net/floorplans/177600110/country-plan-890-square-feet-2-bedrooms-1-bathroom>

We are certainly open to working with the City on suggestions and ideas they may have. As a piece of information, we currently own two rental homes in Newton, with plans of growing that to a total of 10 over the next 5-10 years. We also own two Reno houses, one mentioned above and another 5 bedroom two bath farmhouse we are investing over \$200,000 in, located at 4323 Hwy F 36W.

We have plans of purchasing more land and building more homes over the next 5-10 years. We currently have a builder ready to start and will break ground on these properties before Fall with a hopeful completion date within 6 months.

Newton is our home, and we would like to see it improve. We would love to be a part of investing in the housing stock and attracting more families to Newton.

We appreciate the opportunity and hope you consider our proposal.

--

Thank you,

Graham & Patrick Sullivan
PGLS, LLC

Sample House Plans:

COUNTRY HOUSE PLAN 2699-00002

SQ FT	BEDS	BATHS	1/2 BATHS	STORIES	CARS	WIDTH	DEPTH
928	2	2	0	1	2	58' 0"	32' 0"

+ MY LIST

⊘ RULE OUT



↺ REVERSE IMAGES

COUNTRY HOUSE PLAN 1776-00110

SQ FT	BEDS	BATHS	1/2 BATHS	STORIES	CARS	WIDTH	DEPTH
890	2	1	0	1	0	33' 0"	40' 0"

+ MY LIST

⊘ RULE OUT



↺ REVERSE IMAGES

CRAFTSMAN HOUSE PLAN 034-01240

SQ FT	BEDS	BATHS	1/2 BATHS	STORIES	CARS	WIDTH	DEPTH
1,178	2	1	0	1	0	52' 0"	36' 0"

+ MY LIST

⊘ RULE OUT



PURCHASE AND REDEVELOPMENT AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **920 and 922 EAST 9TH STREET NORTH**, is made on or as of the _____ day of May, 2021, by and between the City of Newton, Iowa (hereinafter "City"), and **Golden Hammer Contractors Inc DBA GH Homes**. (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 **Ten Thousand** Dollars (**\$10,000.00**) (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:

920 East 9th Street North: LOTS SEVEN AND EIGHT IN BLOCK TWELVE IN EDMUNDSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK "C", PAGE 33 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

922 East 9th Street North: THE SOUTH 44 FEET OF LOT 9 IN BLOCK 12 IN EDMUNDSON'S ADDITION TO NEWTON, JASPER COUNTY, IOWA.

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 the office of the City of Newton's legal counsel, Caldwell, Bierly, 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) Re-platting of the two lots located at 920 and 922 East 9th Street North into equally sized properties. A Plat-of-Survey will be necessitated.
- b) Construction of two single family homes, one upon each lot, which meet all adopted applicable codes for the City of Newton and State of Iowa with a completion date of May 3, 2022.

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: _____

(Name Printed)

Golden Hammer Contractors Inc DBA GH Homes

City of Newton Council Report

Item: A resolution accepting purchase and redevelopment proposal for property at 520 North 3rd Avenue East in Newton

Summary: The City acquired the abandoned property at 520 North 3rd Avenue East through the tax certificate process with Jasper County. The property has received one offer to purchase from Scott & Beth Pline, 516 North 3rd Avenue East.

Financial Impact: Cost Recovery, \$2,500.00



Report Number: 21-126

Date: May 3, 2021

Lead Department: Community Development Department

Recommendation: Approve

The City of Newton acquired the long-abandoned property at 520 North 3rd Avenue East through the tax certificate process with Jasper County.

The City has given the requisite Public Hearing notice for selling land, per Council action. Public notice has been published in the *Newton Daily News*, inviting interested parties to submit proposals for the lot. Letters to abutting property owners were also sent.

The City of Newton has received the following offer from Scott and Beth Pline:

- Purchase Price: \$2,500.
- Purchaser intends to incorporate property as additional yard space to their current home with possibility of a future home addition down the road. Purchaser provides information about their effort to help keep the property up over the years.

The subject property is 50' wide and considered quite narrow for construction of a typical, modern home. Staff believes that incorporating this property into an adjacent property is an appropriate new use. 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.

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 of the offer received from Scott and Beth Pline for 520 North 3rd Avenue East in the amount of \$2,500.00.

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 520 NORTH 3RD AVENUE EAST IN NEWTON**

WHEREAS, Scott P. and Elizabeth A. Pline, has submitted a proposal to purchase, for \$2,500.00, certain property owned by the City of Newton, Iowa located at 520 North 3rd Avenue East, legally described as: LOT "R" OF COONEY'S SUBDIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED IN PLAT BOOK B, PAGE 246, OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

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

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

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

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

Section 1: That the attached Purchase Agreement for Property located at 520 North 3rd Avenue East between the City and the purchasing party, Scott P. and Elizabeth A. Pline, be approved and accepted, subject to the restrictions in the Agreement.

Section 2: That the City shall prepare a 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 May 2021.

APPROVED this _____ day of May 2021.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

April 1, 2021

Esteemed Newton City Council Members,

My name is Scott Pline. I live at 516 North 3rd Ave East, having resided at this address since April 1st of 1985. I would like to make a Bid on the lot located just to the East of my residence, formerly known as 520 North 3rd Ave East.

Background: The lot was formerly owned by Mr. Charles Gill. Due to Mr. Gill's misplaced trust in his caregiver, he was taken advantage of and most of his assets were spent on things other than his care and the upkeep of his home. He was ill and entered the Hospital in October of 2013 and was eventually discharged to the Veteran's Care Facility in Marshalltown, because he could not care for himself in his home and his assets had been depleted. He passed from this world in late December of 2013.

Around 2010, Charles asked me if I could help him with his lawn work and snow removal, which as a good neighbor, I agreed to. He would occasionally give me a few dollars for my fuel, but for the most part, I just completed the work when I was mowing or shoveling my own property. When he went to the Care Facility I agreed to continue to provide upkeep to the property in this manner. On December 16th, 2013, while he was at the Care Facility, his home was involved in a fire of unknown origin and was subsequently abandoned and boarded up by the bank. I learned that the house was in foreclosure at the time of the fire. Because of the fire, the mortgage was paid by the insurance which the bank had purchased on the home when his mortgage fell into default. His property was released back to Mr. Gill's estate after his death. The probate process was never completed, due to the liquidity of his estate. The City of Newton removed the structure as part of the D & D program a few years later. A few times early in this process the City of Newton sent a worker out to mow the grass, but for the most part since 2013, I have been taking care of the property, mowing, picking up and removing downed limbs, and performing the snow removal on the side walk. (I have enclosed a few before and after pictures from the Derecho) I did this for several reasons:

- I take pride in my own property and like the neighborhood to "Look" like an inviting and welcoming place to live.
- Sidewalks need to be safe for people to walk on them for recreation as well as for children walking to and from school.
- It's the right thing to do!
- If the grass grows overly tall, the Rabbit's take over the neighborhood and eat my garden plants down to little nubs.
- And if I am totally honest, I had hoped that if the lot ever came for sale, that my work in upkeep of the property would be rewarded with the ability to purchase the land. By demonstrating to the community, that I am a good steward of my property, as well as a good neighbor, and responsible citizen.

Plans for the Property:

- In order to stay in my home as I get older it needs a few upgrades to make it "Elderly Friendly"
 - I would build out a new bathroom on the East side of my home for a walk in shower and connection to the bathroom from the main first floor bedroom.
 - I would also build a two stall garage on the east side. The garage would be attached and on same level as the 1st floor of my home. Stairs would no longer be necessary to enter or exit my home.
- I would modify the fenced in portion of my yard to expand the amount of fenced in area so my grandkids and pets have a bigger area to run in.
- We like the neighborhood. My wife and I have relationships with the other land owners and really don't want to move. But, faced with getting older, may find that necessary without the needed improvements to our property.
- Again, full disclosure:
 - My current property has an easement associated with it that allowed a driveway access between the two properties. That easement would prevent putting the bathroom addition due

to the easement requirements, building code, and property line set-backs for my addition. Also, without a house on this narrow lot, it just looks nicer. When there was a house there, they were set very close together.

Property Concerns: Though I have tried to do my best to keep the property up, looking good, and safe. I have been reluctant to spend money in more extensive upkeep than just labor and fuel for mowing, as well as general clean up, and haul-away. Since I didn't own it or know for sure that I would eventually own it.

- Several trees are in bad shape on the Lot and need to be removed
 - There are two dead trees in the back part of the Lot. I believe both of them are Maple trees, but I am not sure.
 - There is a very large Willow tree that loses branches constantly and needs to be removed. This tree is over 38 inch in diameter and probably 50 feet tall.
 - There is a Pine tree located on the current fence line. It creaks when the wind blows and loses branches. This is disconcerting to my wife and feels unsafe in our yard when the wind blows.
 - There is a Walnut tree that is in okay condition. It did sustain some Derecho damage, but is more of a nuisance from the nuts dropping and mowing, than a safety issue.
- I had a tree service come by for a quote on another tree located on my property. I asked him to look at the trees on the 520 lot. His estimate, for the work to remove the trees referenced above, was just shy of Four Thousand Dollars. (pictures enclosed)
- Fence on West Side of property that abuts the 516 Lot belongs to the 520 property. It was partially damaged during the Derecho. Since it was not mine, I just patched it up. It needs to be replaced. My estimate for materials is a Thousand Dollars. I haven't replaced also due to eventually hoping to acquire the 520 property. I didn't want to build the fence twice.
- These projects have been neglected over the years due to the ownership limbo of the property and resources of both the owner, City of Newton, and myself.

Other Adjoining Property Owners: I have spoken to the other adjoining property owners, Mr. Nelson and Mr. McNeer, about my desire to purchase the property. Mr. Nelson said he was not really interested in the property unless it could be as wide as his current Lot. He has the property to the North. Mr. McNeer's property is located to the East at 524 North 3rd Ave East. He needs parking for the tenants at his Tri-Plex Apt building. Often his renters have three cars, and due to snow ordinance rules, can't park on the street, resulting in issues for the narrow driveway on his property. Should I gain ownership of the 520 Lot, Mr. McNeer and I have worked out an agreement for additional parking along the driveway for his tenants.

The Offer: I currently have a Son at college so my first financial priority is his schooling. However, purchase of this lot is important for me to pursue for the reasons referenced earlier. Please accept this letter as my bid of \$2,500.00 for the Lot at 520 North 3rd Avenue East. This may seem low, but with the immediate, extensive, and quite expensive work needed upon taking possession, is the best I can do. Though the taxable valuation of the land initially would not be significantly increased, these taxes would actually be paid. With this lot incorporated into my current lot, and future plans implemented, the overall taxable valuation of the combined properties would increase over time. Resulting in more taxes paid in the future by combining these two properties.

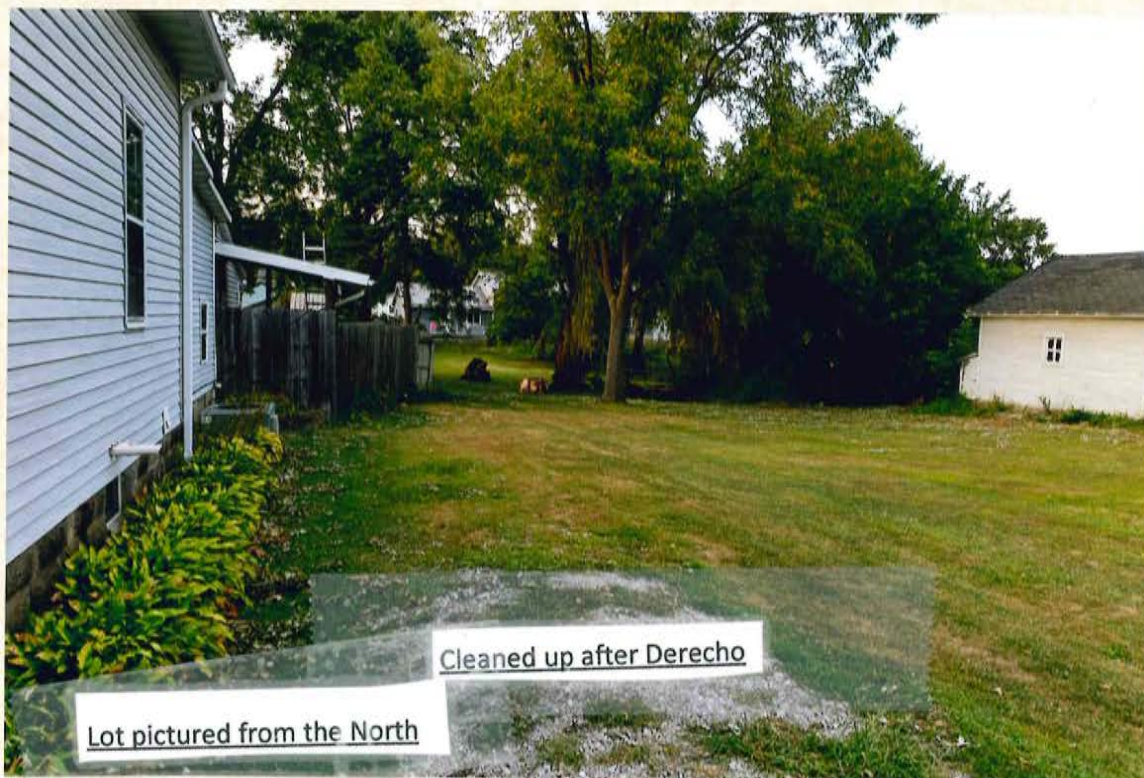
Thank you for considering my offer and I look forward to your decision.

Sincerely,

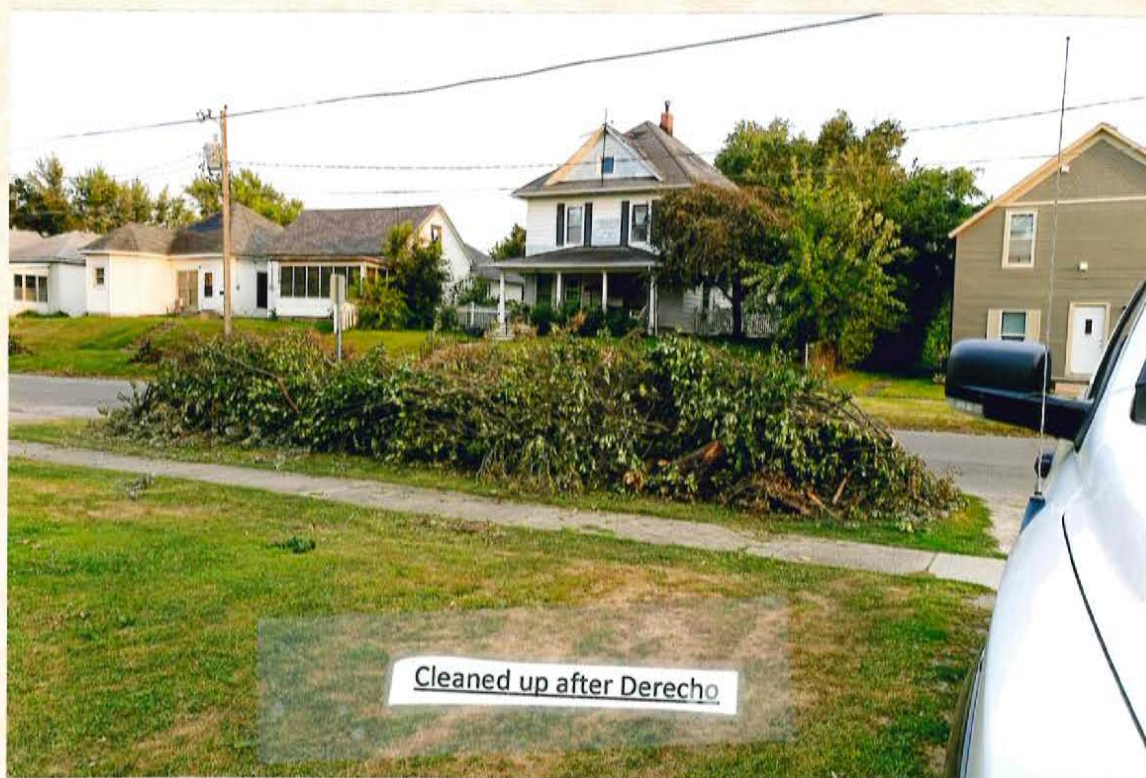


Scott and Beth Pline
516 North 3rd Avenue East
Newton, IA 50208,
641-521-1030

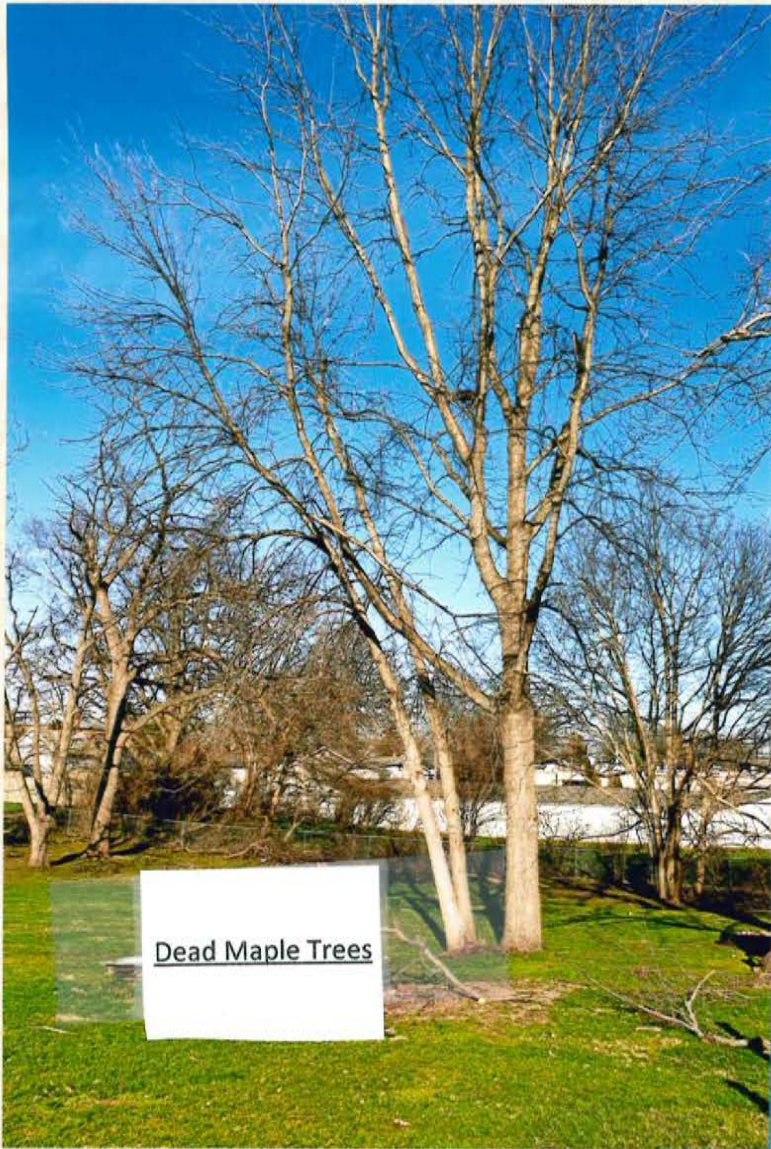




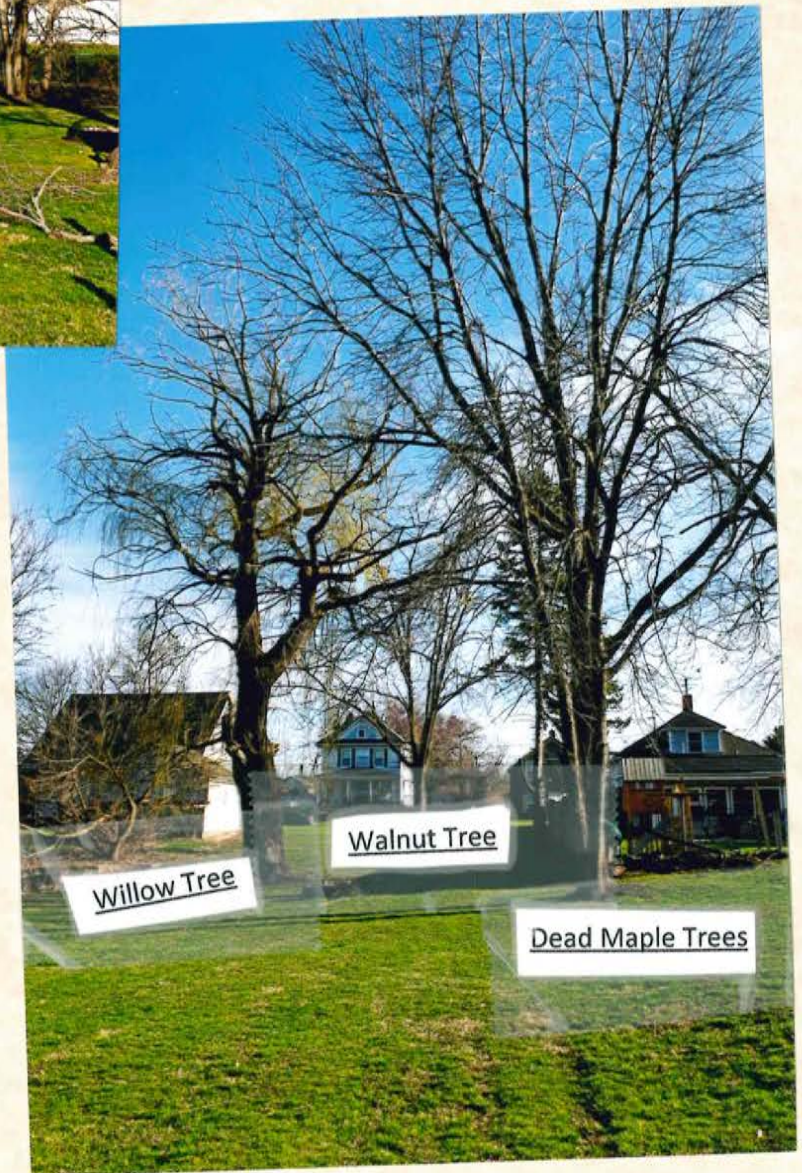
Lot pictured from the North



Cleaned up after Derecho



Dead Maple Trees



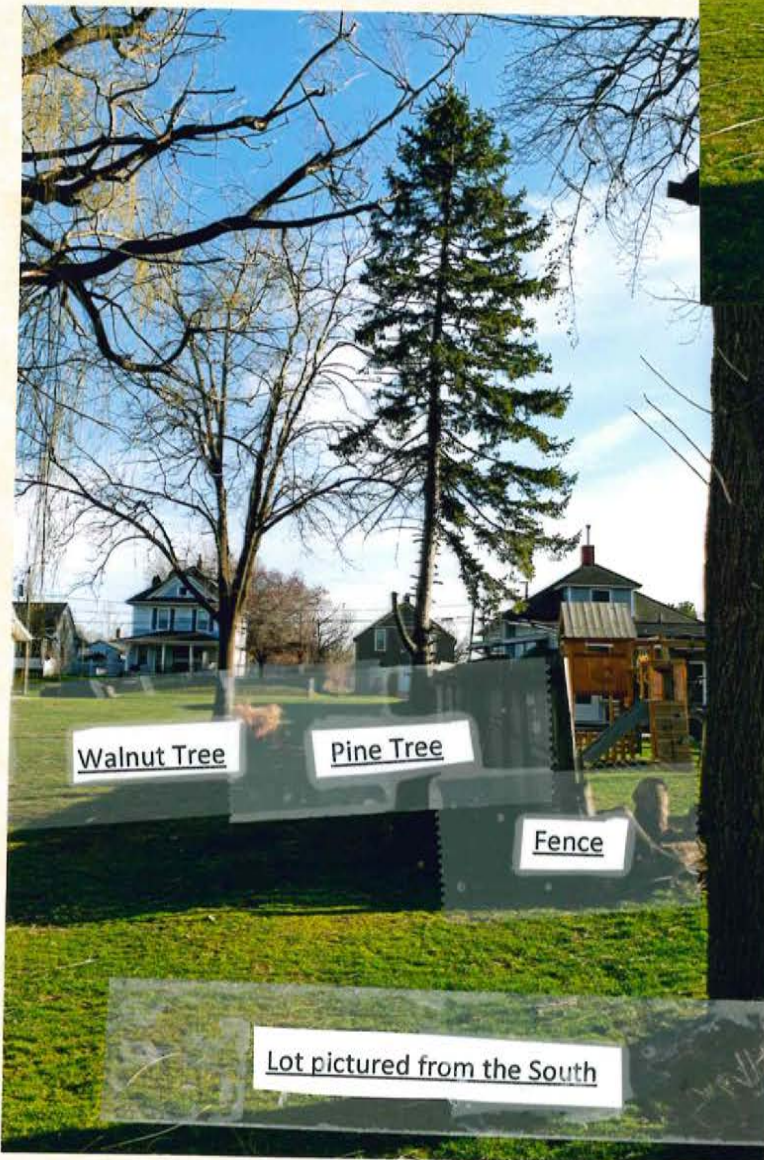
Willow Tree

Walnut Tree

Dead Maple Trees



Walnut Tree

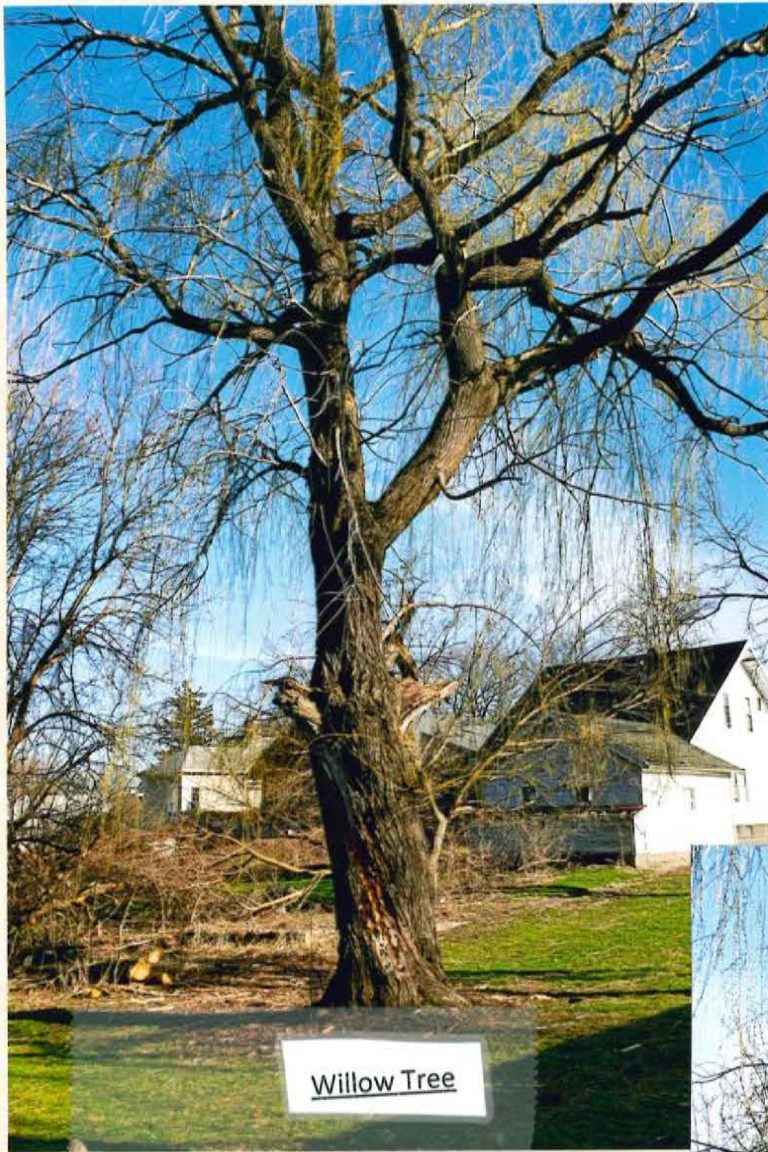


Walnut Tree

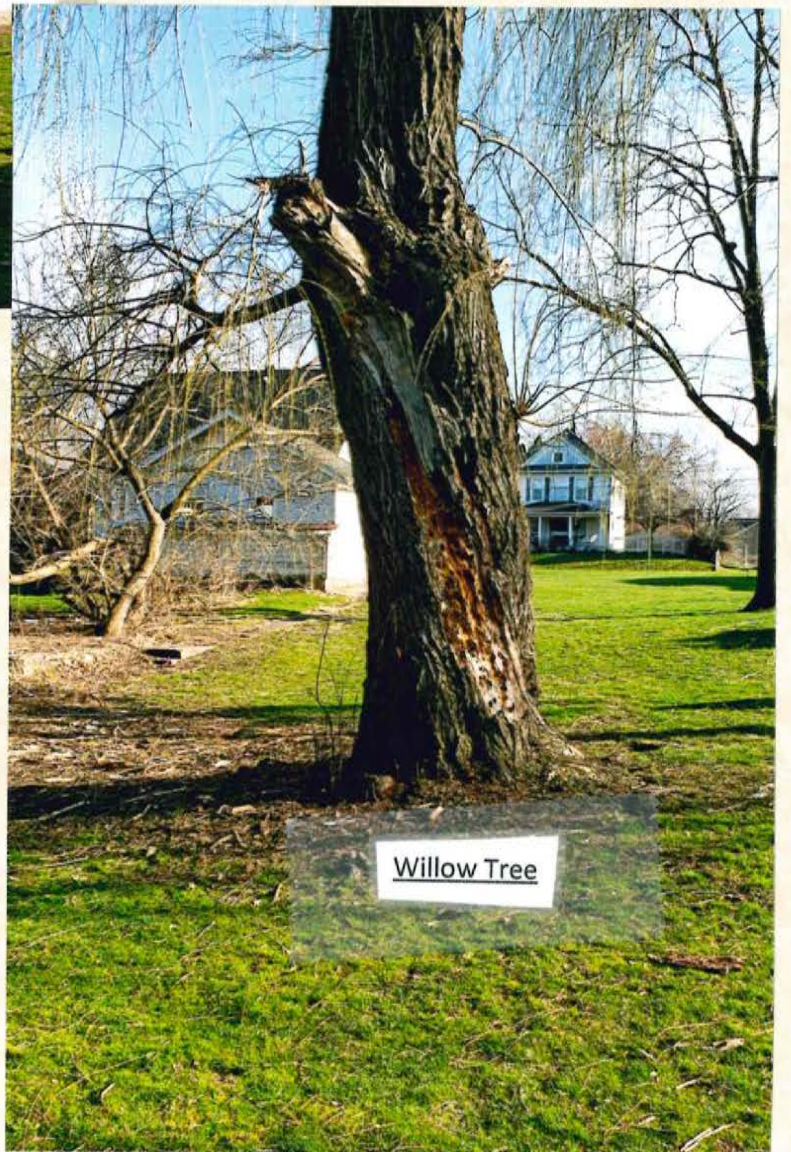
Pine Tree

Fence

Lot pictured from the South



Willow Tree



Willow Tree

PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **520 North 3rd Avenue East**, is made on or as of the _____ day of May, 2021, by and between the City of Newton, Iowa (hereinafter "City"), and **Scott P. and Elizabeth A. Pline**, (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 **Two-thousand five hundred** Dollars (\$2,500.00) (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:

LOT "R" OF COONEY'S SUBDIVISION IN NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED IN PLAT BOOK B, PAGE 246, OF THE RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF JASPER COUNTY, IOWA.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Warranty 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. 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 7. 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 Purchaser, is addressed or delivered personally to the Purchaser 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 8. 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 9. 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 10. 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: _____

(Name Printed)

By: _____

(Name Printed)

City of Newton Council Report

Item: Ordinance amending and updating The Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Chapter 158: Zoning, I-L: Light Industrial.

Summary: The Planning and Zoning Commission reviewed and recommended approval of general retail sales as a conditional use within the I-L: Light Industrial Zoning District.

Financial Impact: None.



Report Number: 21-090

Date: April 5, 2021

Lead Department: Community Development

Recommendation:
Approve

Proposal: To amend the Newton Zoning Code to allow for general retail sales as a conditional use within the I-L: Light Industrial Zoning District. This Zoning Code Amendment will remove specific stipulations that currently exist for retail sales within the I-L District, including the requirement for retail sales being a secondary use to a permitted use of the property and that it constitutes less than 50% of the facility's business.

Analysis: Zoning is a key tool used to separate uses thought to be incompatible and to promote the health, safety, and welfare of residents within a community. The intent of the I-L: Light Industrial District "is a low impact industrial, business, and research area set aside for the location of enterprises that have negligible environmental impacts beyond their property limits." The proposed code amendment would allow general retail to be the primary use of any property within an I-L District, if a conditional use permit is approved by the Newton Zoning Board of Adjustment.

The placement of general retail sales under "conditional uses" would allow for the Zoning Board of Adjustment to evaluate certain criteria specific to a given property. The added review process by the Newton Zoning Board of Adjustment will also help to ensure the retail use is compatible with its surrounding neighborhood by notifying nearby property owners of the proposed change in use to said given property.

P&Z Commission Review: At their meeting on March 16, 2021, the Planning and Zoning Commission unanimously recommended approval of the proposed zoning text amendment to list general retail sales as a conditional use in the I-L: Light Industrial District.

Recommendation: City Staff recommends approval of the resolution.

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

Matt Muckler
City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA TITLE XV: LAND USAGE, CHAPTER 158: ZONING,
TO LIST GENERAL RETAIL SALES WITHIN THE I-L: LIGHT INDUSTRIAL
DISTRICT LIST OF CONDITIONAL USES.**

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

Section 1. The Code of Ordinances, City of Newton, Iowa, Title XV: LAND USAGE, Chapter 158: ZONING, is hereby amended by adding or ~~deleting~~ the following:

158.028 I-L: LIGHT INDUSTRIAL.

...

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

...

~~(4) Retail sales as a secondary use to a permitted use of the property provided it constitutes less than 50% of the facility's business;~~

(4) General retail sales;

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: An ordinance vacating and disposing of a portion of north-south alley right-of-way located in the 200 block of South 5th Avenue East between East 2nd Street South and East 3rd Street South, located in the City of Newton, Jasper County, Iowa

Summary: The proposal is to vacate a portion of the alley and attach it to two abutting properties.

Financial Impact: No Cost.



Report Number: 21-091

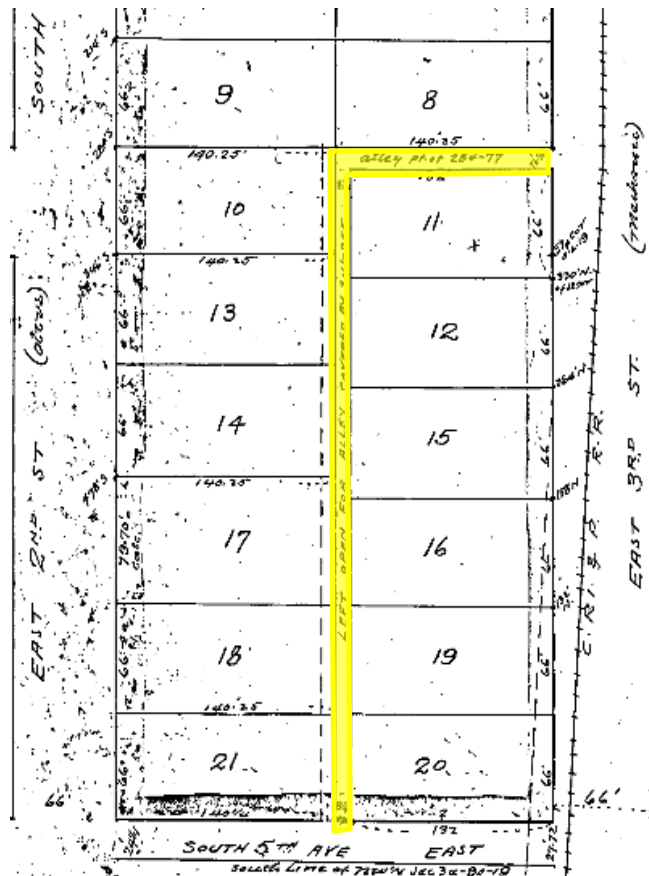
Date: April 5, 2021

Lead Department:
Community Development
Department

Recommendation:
Approve

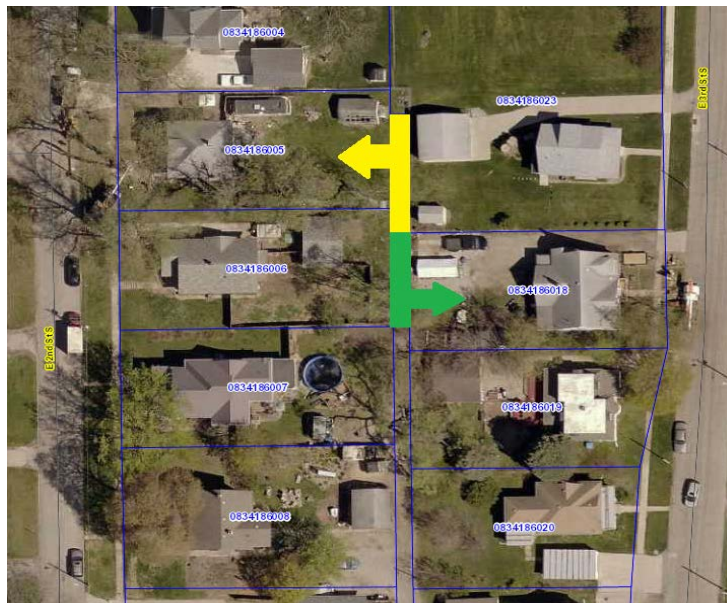
Summary: The proposal is to vacate a northern portion of the North-South alley in the 200 block of South 5th Avenue East. Said alley lies between East 2nd Street South and East 3rd Street South. The portion of the alley to be vacated serves no public purpose, as none of the four abutting properties use the alley for access.

The alley was originally platted to provide rear access to the abutting properties and extended eastward to connect out to East 3rd Street South. This is shown on the plat below, and noted with yellow highlighting. That east-west portion of the alley was vacated and attached to Lots 8 and 11 (the northeast property). Vacating this portion of the alley and attaching the full width to the adjacent properties will not pose a circulation problem for the block or neighborhood.



Planning and Zoning Commission: At their meeting on January 19, 2021, the Planning and Zoning Commission unanimously approved a motion that recommended approval of the alley vacation.

Based on later communications received from the abutting property owners after that meeting, City Staff adjusted the proposed assignment of the vacated alley. William Brain at 329 East 3rd Street South did not wish to accept the additional property. Brenda Nimmo at 328 East 2nd Street South (Brain's neighbor to the rear) agreed to accept the full width. Carrol and Sharolyn Wheatcraft, 405 East 3rd Street South agree to accept the full width of the alley. The Planning & Zoning Commission reviewed and unanimously approved the updated recommendation at their meeting held on March 16, 2021.



Notice of Proposal: City staff personally visited properties in the neighborhood in advance of preparing the information for Planning and Zoning's consideration. The abutting property owners received a letter notification via USPS mail in advance of the Planning and Zoning Commission meeting held on January 19, 2021 and the City Council meeting on April 5, 2021. Notice was also published in the Newton Daily News in advance of the Planning and Zoning Commission meetings on January 19th and on March 16th as well as in advance of the April 5th City Council meeting.

Recommendation: Staff recommends approval.

Matt Muckler
City Administrator

Prepared by: City of Newton, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Return to: City Clerk, 101 W 4th St S, Newton, Iowa 50208-0339, 641-792-2787
Address Tax Statements to:
Brenda L. Nimmo, 328 East 2nd Street South, Newton, Iowa 50208
Carrol W. and Sharolyn K. Wheatcraft, 405 East 3rd Street South, Newton, Iowa 50208

ORDINANCE NO. _____

ORDINANCE VACATING AND DISPOSING OF A PORTION OF NORTH-SOUTH ALLEY RIGHT-OF-WAY LOCATED IN THE 200 BLOCK OF SOUTH 5TH AVENUE EAST BETWEEN EAST 2ND STREET SOUTH AND EAST 3RD STREET SOUTH, LOCATED IN THE CITY OF NEWTON, JASPER COUNTY, IOWA

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

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

The north-to-south alley right-of-way adjacent to, and to the west of:

LOT ELEVEN OF THE SUBDIVISION OF OUT LOT NINETEEN OF THE ORIGINAL TOWN, NOW CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B PAGE 255 OF THE RECORDS IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA; and

The north-to-south alley right-of-way adjacent to, and to the east of:

LOT THIRTEEN IN THE SUBDIVISION OF OUTLOT NINETEEN IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, (NOW SHOWN IN PLAT CABINET B, AT PAGE 255) IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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

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

Brenda Nimmo (328 East 2nd Street South, Newton, Iowa 50208): The north portion of the vacated north-to-south alley right-of-way adjacent to, and to the west of Lot 11 of the Subdivision of OutLot 19 of Original Newton, City of Newton, Jasper County, Iowa;

Carroll W. and Sharolyn K. Wheatcraft, husband and wife, (405 East 3rd Street South, Newton, Iowa 50208): A portion of the vacated north-to-south alley right-of-way adjacent to, and to the west of Lot 12, but not north of the north line of Lot 12 nor south of the south line of Lot 13, of the Subdivision of OutLot 19 of Original Newton, City of Newton, Jasper County, Iowa.

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

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

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

Section 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

PASSED this ____ day of May 2021

APPROVED this ____ day of May 2021

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis , City Clerk

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

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the forgoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 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

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the County of Jasper, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa; that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of said City of Newton, Iowa, by authority of the City Council; and that said Michael L. Hansen and Katrina Davis, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

City of Newton Council Report

Item: Resolution approving the granting of Downtown Improvement Grant Funds for 109 1st Avenue West.

Summary: The Downtown Improvement Grant Program provides assistance for small rehabilitation or renovation projects in the Downtown. Best Midwest Properties plans new windows/doors for the front and rear facades, work which is grant eligible.

Financial Impact: \$6,666.50, 1:1 Match is required.



Report Number: 21-127

Date: May 3, 2021

Lead Department: Community Development

Recommendation:
Approve



Front and Rear Façade of 109 1st Ave W

Applicant: Best Midwest Properties (Julia Prendergast)

Proposal: The applicant is proposing to replace the storefront windows and storefront door on the primary façade and a new rear door and sidelights on the rear façade. Black framing for all.

Program Requirements: Each building side or façade is allowed up to \$5,000 in historic façade renovation funding.

Project Alignment with Downtown Design Guidelines: The proposed new storefront windows and doors, with their commercial doors align with the Downtown Historic District Design Guidelines in that existing window and door openings/designs are to be preserved and the framing proposed is dark.

Funding Analysis: Grant funds within the façade renovation program area are calculated per building side. The applicant received a quote from Hamilton Glass of Newton, Iowa for the work.

	Quote	Grant Amount
Front Windows and Door	\$11,620.00	\$5,000.00
Rear Door/Sidelights	\$3,333.00	\$1,666.50

Downtown Grant Review Board: At their meeting on April 21, 2021, the Downtown Grant Review Board unanimously recommended the approval of the project providing for a total grant not exceeding \$6,666.50, provided the 1:1 match is met, calculated individually for each façade.

Recommendation: City Staff recommends approval of the resolution and agreement, which follows the recommendation of the Downtown Grant Review Board.



Matt Muckler
City Administrator

RESOLUTION NO. 2021– _____

**RESOLUTION APPROVING THE GRANTING OF DOWNTOWN
IMPROVEMENT GRANT FUNDS FOR 109 1ST AVENUE WEST**

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, funds bonded in 2019 were set aside for the purpose of downtown improvements serve as the funding source for the grant program; and

WHEREAS, Best Midwest Properties submitted an application requesting funds for 109 1st Avenue West from the Downtown Improvement Program; and

WHEREAS, The Downtown Grant Review Board reviewed the application on April 21, 2021 and unanimously approved a motion recommending funds be granted to Best Midwest Properties for 109 1st Avenue East in an amount up to \$6,666.50, provided a 1:1 match is met;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Best Midwest Properties for 109 1st Avenue West storefront windows and door project and the rear entry door and sidelights project.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Improvement Grant Program Agreement.

ASSED this _____ day of May, 2021.

APPROVED this _____ day of May, 2021.

ATTEST:

Michael L. Hansen, Mayor

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Best Midwest Properties**

This Agreement made and entered into this ____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called “City” and Best Midwest Properties, owner, 109 1st Avenue West, Newton, Iowa, hereinafter called “Applicant.”

WHEREAS, the Applicant submitted an application to receive Downtown Micro Grant for property located at 109 1st Avenue West; and

WHEREAS, the Downtown Grant Review Board unanimously approved the application as follows: black framing for new storefront windows and door project and rear door and sidelight project be provided; and

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$5,000.00** in grant funds for the front façade storefront windows and door project at 109 1st Avenue West provided the framing color is dark to align with the Downtown Design Guidelines.
- 2.) The Applicant will receive **up to \$1,666.50** in grant funds for the rear façade entry door and sidelight project at 109 1st Avenue West provided the framing color is dark to align with the Downtown Design Guidelines.
- 3.) The project shall be completed before May 3, 2022. The applicant may request an extension.
- 4.) The City of Newton will provide the grant funding as a reimbursement of completed and paid work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Iowa 50208 for administrative verification of expenditures and applicant match.
- 5.) The applicant will provide a 1:1 match to the grant funds the project, calculated per facade.
- 6.) The City will make timely reimbursement payment of grant funds upon completion of the project and verification of project expenses.

Applicant/Owner:

Julia Prendergast
Best Midwest Properties

Date

For City of Newton:

Michael L. Hansen, Mayor

Date