

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.

June 21, 2021 6:00 p.m.
Newton, Iowa 50208

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

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentation | 2. Holmes Murphy Benefit Update – Cindy Henninger, Holmes Murphy Account Executive.
3. Project Awake Update – Andy Stone, Board Member |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. June 7, 2021 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Newton Lodge #1270, Renewal, LA0000274, 111 E 2 nd St S, Class A liquor license, Outdoor Service, Sunday Sales; Olive ‘et Boutique, Renewal, WBN001153, 111 W 2 nd St S, Class B Native Wine Permit, Sunday Sales
7. Approve 2021-2022 Cigarette/Tobacco/Nicotine/Vapor License for: Dollar General, 2617 1 st Ave E; Shop N Save, 404 S 11 th Ave W
8. Certify Firefighter Candidates List
9. Resolution reappointing Julia Prendergast to The Newton Downtown Self-Supported Municipal Improvement District Board for the term ending June 30, 2023. (No Council Report) |

10. Resolution reappointing Adam Leber to The Newton Downtown Self-Supported Municipal Improvement District Board for the term ending June 30, 2023. (No Council Report)
11. Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP). (Council Report 21-159)
12. Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 4205. (Council Report 21-160)
13. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-04). (Council Report 21-161)
14. Resolution awarding contract for the Newton Parks Baseball Infield Improvements Project. (Council Report 21-162)
15. Resolution approving the Community Services Dept. (Airport) purchase of the 1983 John Deere 4450 tractor from Public Works (Water Pollution Control). (Council Report 21-163)
16. Resolution setting a date of meeting at which it is proposed to approve a development agreement with Hopkins Properties LLC, including annual appropriation tax increment payments. (Council Report 21-164)
17. Resolution setting a public hearing and inviting proposals for the sale of property at 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West in Newton. (Council Report 21-165)
18. Resolution Approving 3 Year Service Agreement with Baker Group for the City Center Building Automation System (BAS). (Council Report 21-166)
19. Resolution Authorizing Fund Transfers in FY 21/22. (Council Report 21-167)
20. Resolution Authorizing The City Of Newton To Respond To A Request For Proposal From Pyrotechnics Guild International, Inc. (PGI) To Host The 2022 PGI Convention At The Iowa Speedway Facility And Property. (Council Report 21-168)
21. Approve Bills

Public Hearing

22. Public Hearing on an ordinance vacating and disposing of a small area of the right-of-way located in the 800 block of North 19th Avenue East and assign it to Parcel 0827226003, located in the City of Newton, Jasper County, Iowa. (Council Report 21-169)
 - The proposal is to vacate a small slice of the North 19th Avenue East right-of-way and attach it to the abutting property. The City right-of-way is larger than necessary in this area, and traffic safety committee noted no concerns with the proposal.
 - The applicant has requested Council consider waiving the second and third readings of this ordinance.
23. First consideration of an ordinance vacating and disposing of a small area of the right-of-way located in the 800 block of North 19th Avenue East and assign it to Parcel 0827226003, located in the City of Newton, Jasper County, Iowa. (Council Report 21-169)

Resolutions

24. Resolution Approving Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Cardinal Ridge Subdivision. (Council Report 21-170)
 - It has come to the City's attention that there is a desire to amend the covenants for the development on the matters of fences, pets and outbuildings providing amended rules for the single family style homes and generally retaining the existing rules for the duplex style homes.
 - City approval of the covenant changes is required until the City has sold all of its lots, which has not yet happened.
25. Resolution selecting MSA Professional Services, Inc. as the Comprehensive Plan consultant and authorizing payment for consulting services. (Council Report 21-171)
 - The current comprehensive plan is nearly 10 years old. In order to effectively respond to community needs and desires now and into the future, a complete re-write of the comprehensive plan is needed.
 - This resolution selects MSA Professional Services, Inc. to serve as the City's comprehensive plan consultant for a cost of \$56,000.
26. Resolution authorizing a payment of \$1,000.00 to Newton Main Street to assist with the Downtown Electric Panel Project. (Council Report 21-172)
 - Newton Main Street is coordinating the installation of an electric panel for downtown events. This resolution authorizes a contribution of \$1,000 from the City of Newton to the project.

Staff Report

27. Westwood Golf Clubhouse Update – Brian Laube, Community Services Director

Mayor/Council Comments

- 28.

Adjourn

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

REGULAR CITY COUNCIL MEETING MINUTES
JUNE 07, 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 Hansen presided. Present Council Members: Hallam, Stonner, George (via Zoom @ 6:10 p.m., Ervin, Trotter, Mullan. Absent: None.

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

Liz Dodd, Dodd's Trash Hauling and Recycling, Inc., updated council on the recycling program and the importance of keeping these items out of the landfills. About 50% of the community is recycling.

Jessica Lowe Vokes representing Friends of the Newton Parks reviewed projects from the year such as mural repairs, painting, and Holiday lights. She spoke about upcoming projects such as the edible orchard. They are involved in the Newton Cares Classic that takes place July 15th and Newton Fest activities.

During citizen participation Donna Stumme shared information from Next Door Digest on reducing food waste and composting. 68% of food ends up in the landfill creating methane gas.

Moved by Stonner, seconded by Trotter to approve consent agenda items 5-24.

5. May 17, 2021 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Muse LLC, Newton Alumni-Newton Fest, Friday June 11th, 109 N 2nd Ave E, License No. TBD, Class B Beer Permit, Outdoor Service, 5-Day Special Event; Levy Premium Foodservice, Special Event Iowa Speedway, Saturday July 10th, 333 Rusty Wallace Dr, License No. TBD, Class C Liquor License, Outdoor Service, Sunday Sales, 5-Day Special Event; Newton American Legion Post 111, Thunder Nights, Friday July 9th, W 2nd St S, License No. TBD, Class B Beer Permit, Outdoor Sales, 5-Day Special Event; Hy-Vee Market Café, Renewal, 1501 1st Ave. E, License No. LC0041009, Class C Liquor License, Sunday Sales
7. Approve 2021-2022 Cigarette/Tobacco/Nicotine/Vapor License for: Git n Go #14, 801 1st Ave. W.; Git n Go #45, 1708 S. 8th Ave. E.; Hy-Vee Food Store, 1501 1st Ave. E.; Hy-Vee Gas, 1421 1st Ave. E.; Kwik Star #1001, 1910 1st Ave. E.; Love's Travel Stop, 4400 S. 22nd Ave. E.; Murphy's Oil, 200 Iowa Speedway Dr.; New Star Mart, 702 1st Ave. E.; Pit Stop Liquors, 1324 1st Ave. E.; New Star 66, 405 1st Ave. E. 7.; Casey's #1911, 1018 1st Ave E; Casey's #2341 3104 1st Ave E; Casey's #2417 1200 W 18th St S; Newton 66, 1806 S 12th Ave W; West End, 1325 1st Ave W; Fareway, 120 N 3rd Ave E; Walgreens, 1204 1st Ave E; Wal-Mart 300 Iowa Speedway Dr.
8. Resolution appointing Noreen Otto to serve on The Library Board of Trustees for a Term Ending June 30, 2024 Resolution 2021-135 adopted.
9. Resolution Approving Contract for Auditing Services and Preparation of Annual Financial Statements. Resolution 2021-136 adopted.
10. Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-04). Resolution 2021-137 adopted.
11. Resolution awarding contract for the 2021 Parks Mowing Contract No. 4. Resolution 2021-138 adopted.
12. Resolution accepting completion of the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project. Resolution 2021-139 adopted.
13. Resolution accepting completion of the Newton Airport Apron Expansion Project. (Council Report 21-140)
14. Resolution accepting completion of the Public Works Middle Bay Electrical Improvements Project. Resolution 2021-141 adopted.
15. Resolution accepting completion of the Downtown Newton Lighting Improvements Project, phase 1. Resolution 2021-142 adopted.
16. Resolution accepting completion of the 1st Ave E (Hwy 6) HMA Resurfacing Project (from approx. 300' West of E 14th St to Iowa Speedway Dr.). Resolution 2021-143 adopted.
17. Resolution authorizing the purchase of a PCC Saw for Public Works Operations. Resolution 2021-144 adopted.
18. Resolution authorizing the filing of 657A.10A petitions for abandoned property at 1017 West 4th Street South, 211 South 15th Avenue West, 323 West 2nd Street South, 519 East 19th Street South, and 901 North 6th Avenue East, Newton. Resolution 2021-145 adopted.
19. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area. Resolution 2021-146 adopted.
20. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area. Resolution 2021-147 adopted.
21. Resolution setting a public hearing and inviting proposals for the sale of property at 717 West 6th Street South in Newton. Resolution 2021-148 adopted.
22. Resolution approving payment for the installation of new exterior doors in the City Hall complex. Resolution 2021-149 adopted.
23. Resolution awarding the contract for the purchase and construction of a fire rescue engine. Resolution 2021-150 adopted.

24. Approve Bills

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

Moved by Trotter, seconded by Hallam to approve the First consideration of the ordinance amending Title XIII, Chapter 135 “Fireworks” of the Code of Ordinances, Newton, Iowa. AYES: Six. NAYS: None. First consideration was approved. Moved by Stonner, seconded by Trotter to suspend the rules and waive the 2nd and 3rd considerations. Ervin asked that the council not get into the habit of waiving. AYES: Five. NAYS: Ervin. Motion passed. Moved by Hallam, seconded by Mullan to adopt the above ordinance. AYES: Six. NAYS: None. Ordinance 2398 adopted.

Moved by Hallam, seconded by Trotter to approve a Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended. AYES: Six. NAYS: None. Resolution 2021-151 adopted.

Moved by Hallam, seconded by Trotter to approve a Resolution expressing intent to provide economic development support to Nehring Auto, Inc. AYES: Six. NAYS: None. Resolution 2021-152 adopted.

Moved by Hallam, seconded by Trotter to approve a Resolution approving the granting of Downtown Micro Grant Funds in the signage program area for 201 1st Avenue West. AYES: Six. NAYS: None. Resolution 2021-153 adopted.

Moved by Hallam, seconded by Trotter to approve a Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and historic façade renovation for 102 North 2nd Avenue East. AYES: Six. NAYS: None. Resolution 2021-154 adopted.

Moved by Hallam, seconded by Trotter to approve a Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and painting areas for 102 1st Street North. AYES: Six. NAYS: None. Resolution 2021-155 adopted.

Jarrod Wellik, Fire Chief presented on the Commercial Inspection Program. The goal is about health and safety and then curb appeal.

During Mayor/Council comments Mullan commented about how nice the cemeteries looked for Memorial Day. Ervin indicated that PGI has requested for us to apply to host the conference by July 7th, 2021. Ervin reminded us all of the positive things happening in Newton especially looking down 1st Avenue. Mayor Hansen thanked Randy Ervin and Craig Armstrong for working to get the PGI proposal together. Hallam reminded everyone to attend Newton Fest and the Alumni Association events. Hansen thanked everyone for their work on these events.

Moved by Trotter, seconded by Hallam to adjourn the meeting at 7:12 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk



**City of Newton Civil Service Commission
Firefighter Candidate List**

We the undersigned members of the City of Newton Civil Service Commission hereby certify the following list of candidates for the purpose of filling vacancies within the City of Newton Fire Department. The following list of candidates is listed alphabetically by last name and shall expire one year from the date of certification, or upon exhaustion.

Firefighter Candidates

James Handbury

Konnor Handy

Kyle Smith

Matthew Thacker

Date: June 21, 2021

Signed:

David Zellinger

Gary Johnson

Teresa Ray

Witness by:

Katrina Davis
Secretary of the Civil Service Commission

Date:

RESOLUTION NO. 2021-_____

RESOLUTION REAPPOINTING JULIA PRENDERGAST TO THE NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BOARD FOR THE TERM ENDING JUNE 30, 2024.

WHEREAS, Julia Prendergast, 3173 Highway T-12, Newton, currently serves on the Newton Downtown Self-Supported Municipal Improvement District Board, and her term expires on June 30, 2021, and

WHEREAS, Julia Prendergast, has expressed an interest in continuing to serve on the board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Julia Prendergast is hereby reappointed to the Newton Downtown Self-Supported Municipal Improvement District Board for a term ending on June 30, 2024.

PASSED this 21st day of June, 2021

APPROVED this _____ day of June, 2021

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2021-_____

RESOLUTION REAPPOINTING ADAM LEBER TO THE NEWTON DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BOARD FOR THE TERM ENDING JUNE 30, 2024.

WHEREAS, Adam Leber, First Newton National Bank, 100 North 2nd Avenue West,, Newton, currently serves on the Newton Downtown Self-Supported Municipal Improvement District Board, and his term expires on June 30, 2021, and

WHEREAS, Adam Leber, has expressed an interest in continuing to serve on the board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Adam Leber is hereby reappointed to the Newton Downtown Self-Supported Municipal Improvement District Board for a term ending on June 30, 2024.

PASSED this 21st day of June, 2021

APPROVED this _____ day of June, 2021

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution renewing the insurance package with Iowa Communities Assurance Pool (ICAP).

Summary: Liability Insurance Renewal.

Financial Impact: \$247,773 from budgeted funds.



Report Number: 21-159

Date: June 21, 2021

Lead Department:
Administration

Recommendation:
Approval

In June of 1998, the City Council awarded a bid for property, liability and automobile insurance coverage to Clemon-Maki Insurance Associates using the Iowa Communities Assurance Pool (ICAP). Staff recommended this action because ICAP held a AAA rating which is the highest rating possible; ICAP had coverage limits on a per claim basis as opposed to a total amount of claims basis; more than 280 other city governments in Iowa belong to the ICAP risk pool; the City has a very positive experience with a similar pool (Iowa Municipal Worker's Compensation Association); and ICAP is affiliated with the Iowa League of Cities.

The City continues to reap the same benefits insuring through ICAP, including the shared refund of pool surplus. The 2021 renewal is \$247,773 compared to the 2020 renewal of \$204,075. This increase is due to an increase in the vehicle and property coverage as well as ICAP not issuing a surplus refund this year because of Covid19 and the Derecho losses. They are hoping to issue surplus refunds for the 2022 renewals. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales.

Recommendation:

Staff recommends renewing the insurance package with Iowa Communities Assurance Pool.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 - _____

RESOLUTION RENEWING THE INSURANCE PACKAGE WITH IOWA COMMUNITIES ASSURANCE POOL (ICAP)

WHEREAS, the City of Newton has contracted with Iowa Communities Assurance Pool (ICAP) through the local insurance agency Clemon-Maki since 1998; and

WHEREAS, the renewal comes due July 1, of each year; and

WHEREAS, the 2021 renewal is higher than 2020 due to an increase in the vehicle and property coverage and ICAP not issuing a surplus refund this year. The amount may vary slightly throughout the year depending on equipment and property values with purchases and sales;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that staff is authorized to renew the contract with ICAP in the amount not to exceed \$250,000.

PASSED this _____ day of June 2021.

APPROVED this _____ day of June 2021.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving a Telecommunications Licensing Agreement with Unite Private Networks – UPN 4205

Report Number: 21-160

Date:

June 21, 2021

Summary:

An agreement with Unite Private Networks to utilize public right-of-way for the extension of an existing communications network.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$12,609.30 agreement fee to be paid to the City by Unite Private Networks.

Background:

Unite Private Networks of Kansas City, Missouri is proposing an extension of their existing telecommunications system in Newton. The project consists of 9 individual fiber optic extensions for the purpose of providing telecommunications to proposed, and already permitted, US Cellular 5G antennas. The routes are as follows:

- 1) Beginning at an existing handhole on the south side of the 1400 block of 1st Ave W, then continuing west to a proposed handhole in the southeast corner of 1st Ave W and W 15th St PI N, then turning north and running along the east side of W 15th St PI N/W 16th St N to a proposed handhole in the southeast corner of W 16th St N and N 4th Ave W, then turning east and running along the south side of N 4th Ave W to a proposed handhole at the proposed location of US Cellular antenna CRAN 002 near the southwest corner of N 4th Ave W and W 14th St N.
- 2) Beginning at an existing handhole in the northeast corner of 1st St N and N 9th Ave W, then continuing west along the north side of N 9th Ave W to a proposed handhole in the northwest corner of N 9th Ave W and W 4th St N, then turning south and running along the west side of W 4th St N to the southwest corner of W 4th St N and N 7th Ave W to a proposed handhole at the proposed location of US Cellular antenna CRAN 010.
- 3) Beginning at an existing utility pole on the south side of the 400 block of N 2nd Ave W, then continuing to an existing handhole in the southwest corner of W 4th St S and N 2nd Ave W, then turning south and running along the west side of W 4th St N/W 4th St S to a proposed handhole in the northwest corner of W 4th St S and S 2nd Ave W then turning east and running along the north side of S 2nd Ave W to the northeast corner of S 2nd Ave W and 1st St S to a proposed handhole at the proposed location of US Cellular antenna CRAN 003.
- 4) Beginning at an existing handhole in the northeast corner of N 4th Ave E and E 7th St N, then continuing west along the north side of N 4th Ave E to a proposed handhole in the northeast corner of N 4th Ave E and E 5th St N, then continuing south along the east side of E 5th St N,

then turning and running west along the south side of N 4th Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 004 near the intersection of N 4th Ave E and E 3rd St N.

- 5) Beginning at an existing handhole on the north side of the 900 block of N 4th Ave E, then continuing west along N 4th Ave E to the northwest corner of N 4th Ave E and E 8th St N, then turning north and continuing along the west side of E 8th St N to a proposed handhole at the proposed location of US Cellular antenna CRAN 005 on the west side of the 400 block of E 8th St N.
- 6) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 13th St N, then continuing west along the north side of N 4th Ave E to a proposed handhole in the northeast corner of the intersection of N 4th Ave E and E 12th St N, then turning and continuing north along the east side of E 12th St N to a proposed handhole at the proposed location of US Cellular antenna CRAN 007 near the intersection of E 12th St N and N 9th Ave PI E.
- 7) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 13th St N, then continuing east along the north side of N 4th Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 006 near the northeast corner of the intersection of N 4th Ave E and E 14th St N.
- 8) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 19th St N, then continuing east along the north side of N 4th Ave E to a proposed handhole at the northwest corner of N 4th Ave E and E 23rd St N, then turning south and continuing along the west side of E 23rd St N to a proposed handhole in the southwest corner of E 23rd St N and N 3rd Ave E, then turning west and continuing west along the south side of N 3rd Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 009 near the intersection of N 3rd Ave E and E 21st St N.
- 9) Beginning at an existing handhole near the southeast corner of the intersection of E 19th St S and S 3rd Ave E, then continuing east along the south side of S 3rd Ave E for 75 lineal feet to a proposed handhole at the proposed location of US Cellular antenna CRAN 008.

The proposed underground portion of the route includes 13,677 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in City of Newton right-of-way is \$12,609.30.

The Community Services Department has reviewed the route of the proposed improvements, and will be working with Unite Private Networks and their installation contractor to eliminate conflicts with existing utilities and other possible future improvements. All construction work and surface restoration proposed on this project will be subject to this agreement, along with a separate right-of-way excavation permit issued by the Community Services Department.

Recommendation:

City staff recommends approval of the telecommunications licensing agreement with Unite Private Networks of Kansas City, Missouri.



Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION APPROVING A TELECOMMUNICATIONS LICENSING AGREEMENT
WITH UNITE PRIVATE NETWORKS – UPN 4205**

WHEREAS, Unite Private Networks of Kansas City, Missouri has requested the use of City owned right-of-way for the construction and maintenance of a telecommunications system; and

WHEREAS, said telecommunications system would be an extension of an existing communications system installed previously; and

WHEREAS, said extension consists of 9 individual fiber extensions for the purpose of providing telecommunications to proposed, and already permitted, US Cellular 5G antennas; and

WHEREAS, the routes are as follows;

1) Beginning at an existing handhole on the south side of the 1400 block of 1st Ave W, then continuing west to a proposed handhole in the southeast corner of 1st Ave W and W 15th St PI N, then turning north and running along the east side of W 15th St PI N/W 16th St N to a proposed handhole in the southeast corner of W 16th St N and N 4th Ave W, then turning east and running along the south side of N 4th Ave W to a proposed handhole at the proposed location of US Cellular antenna CRAN 002 near the southwest corner of N 4th Ave W and W 14th St N.

2) Beginning at an existing handhole in the northeast corner of 1st St N and N 9th Ave W, then continuing west along the north side of N 9th Ave W to a proposed handhole in the northwest corner of N 9th Ave W and W 4th St N, then turning south and running along the west side of W 4th St N to the southwest corner of W 4th St N and N 7th Ave W to a proposed handhole at the proposed location of US Cellular antenna CRAN 010.

3) Beginning at an existing utility pole on the south side of the 400 block of N 2nd Ave W, then continuing to an existing handhole in the southwest corner of W 4th St S and N 2nd Ave W, then turning south and running along the west side of W 4th St N/W 4th St S to a proposed handhole in the northwest corner of W 4th St S and S 2nd Ave W then turning east and running along the north side of S 2nd Ave W to the northeast corner of S 2nd Ave W and 1st St S to a proposed handhole at the proposed location of US Cellular antenna CRAN 003.

4) Beginning at an existing handhole in the northeast corner of N 4th Ave E and E 7th St N, then continuing west along the north side of N 4th Ave E to a proposed handhole in the northeast corner of N 4th Ave E and E 5th St N, then continuing south along the east side of E 5th St N, then turning and running west along the south side of N 4th Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 004 near the intersection of N 4th Ave E and E 3rd St N.

5) Beginning at an existing handhole on the north side of the 900 block of N 4th Ave E, then continuing west along N 4th Ave E to the northwest corner of N 4th Ave E and E 8th St N, then turning north and continuing along the west side of E 8th St N to a proposed handhole at the proposed location of US Cellular antenna CRAN 005 on the west side of the 400 block of E 8th St N.

6) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 13th St N, then continuing west along the north side of N 4th Ave E to a proposed handhole in the northeast corner of the intersection of N 4th Ave E and E 12th St N, then turning and continuing north along the east side of E 12th St N to a proposed handhole at the proposed location of US Cellular antenna CRAN 007 near the intersection of E 12th St N and N 9th Ave PI E.

7) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 13th St N, then continuing east along the north side of N 4th Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 006 near the northeast corner of the intersection of N 4th Ave E and E 14th St N.

8) Beginning at an existing handhole near the northwest corner of the intersection of N 4th Ave E and E 19th St N, then continuing east along the north side of N 4th Ave E to a proposed handhole at the northwest corner of N 4th Ave E and E 23rd St N, then turning south and continuing along the west side of E 23rd St N to a proposed handhole in the southwest corner of E 23rd St N and N 3rd Ave E, then turning west and continuing west along the south side of N 3rd Ave E to a proposed handhole at the proposed location of US Cellular antenna CRAN 009 near the intersection of N 3rd Ave E and E 21st St N.

9) Beginning at an existing handhole near the southeast corner of the intersection of E 19th St S and S 3rd Ave E, then continuing east along the south side of S 3rd Ave E for 75 lineal feet to a proposed handhole at the proposed location of US Cellular antenna CRAN 008; and

WHEREAS, the proposed underground portion of the route includes 13,677 LF of improvements in the City of Newton right-of-way; and

WHEREAS, the City of Newton has prepared a licensing agreement for the construction and maintenance of said telecommunications system based on that portion of said telecommunications system inside the City right-of-way; and

WHEREAS, based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012; the licensing fee for the portion of this line in City of Newton right-of-way is \$12,609.30.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Unite Private Networks of Kansas City, Missouri.

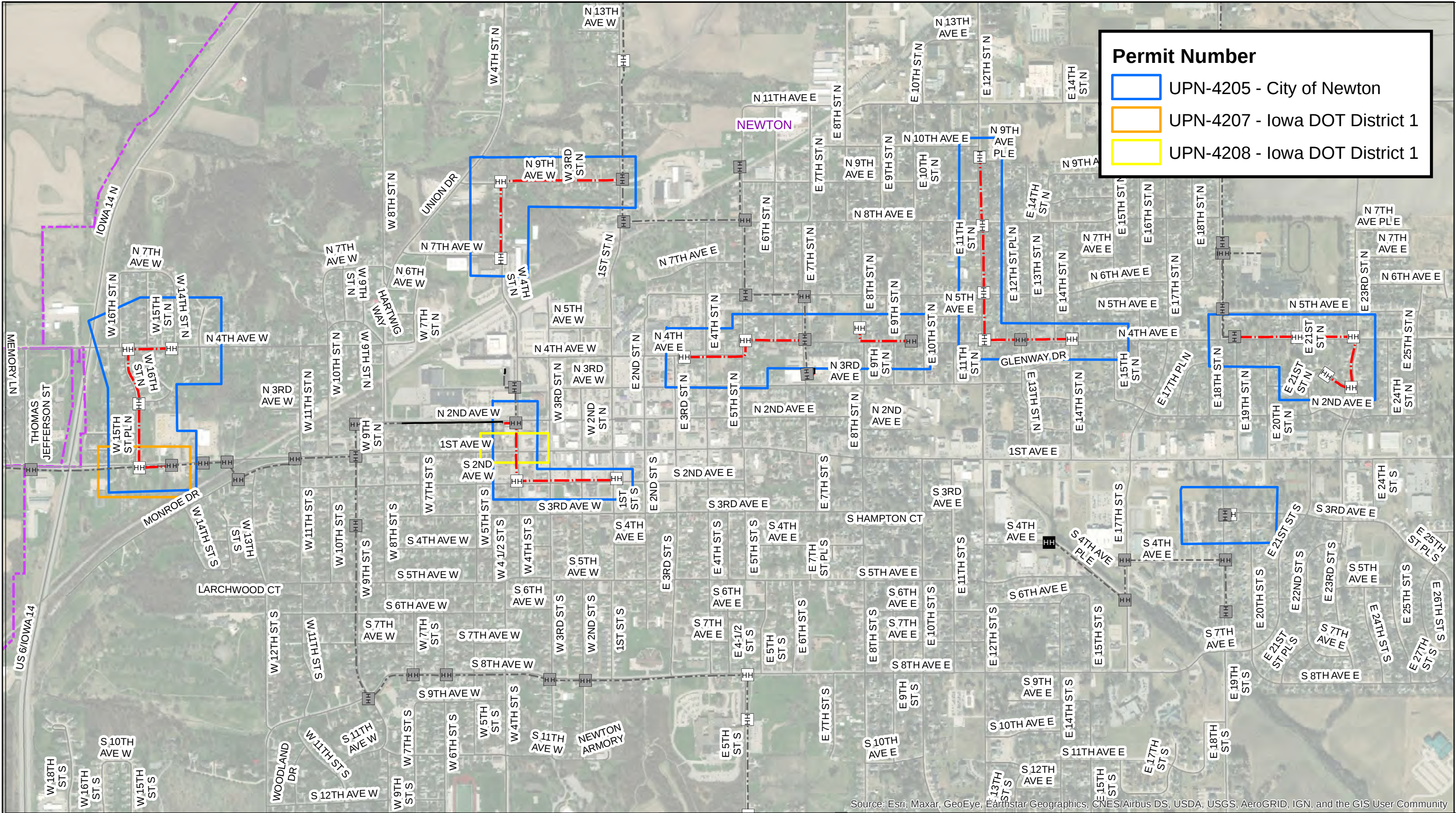
PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



Permit Number

UPN-4205 - City of Newton

UPN-4207 - Iowa DOT District 1

UPN-4208 - Iowa DOT District 1

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

NewCom Technologies

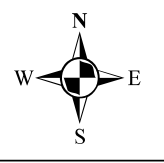
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611

Unite Private Networks

7200 NW 86TH STREET, SUITE M
KANSAS CITY, MO 64153
(866) 813-3608

Newton
Jasper County
USCC Newton

A	06-07-2021	ISSUED FOR REVIEW	VUM	SMK	SMK
NO.	DATE	REVISIONS	BY	CHK	APPD
SCALE: 1" = 1,000'		DESIGNED BY: S. KELLY	DRAWN BY: MEZENTSEVA		



USCC NEWTON		
PERMIT BOUNDARIES		
PRINTED	SHEET NUMBER	REV
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City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-04).

Report Number: 21-161

Date:

June 21, 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: \$1,933.98

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 \$1,933.98. 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 21-04).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 21-04)**

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. 21-04 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 21-04, 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 July 21, 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 June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-04: 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
Samuel Martin	834226008	308 E 8th St N	Newton	\$28,820	\$470.28	\$75.00	\$545.28	EAST NEWTON LOT 10 BLK 2	3/9/2021
Sam Huff	827411001	830 E 6th St N	Newton	\$68,370	\$1,094.85	\$75.00	\$1,169.85	EDMUNDSON'S ADD LOT 12 BLK 20 EX S 8'	4/14/2021
David Jacobs	835254010	517 E 8th St S	Newton	\$89,230	\$143.85	\$75.00	\$218.85	AURORA HEIGHTS SD LOT 27 BLK F	4/27/2021
Total							\$1,933.98		

City of Newton Council Report

Item:

Resolution awarding contract for the Newton Parks Baseball Infield Improvements Project.

Summary:

Award of contract to strip infield grass and regrade baseball fields in Agnes Patterson Park.

Financial Impact:

\$30,000.00 from the 2021 Bond Funds and \$1,900.00 from the FY-22 Parks Operating Budget.



Report Number: 21-162

Date:

June 21, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The Newton Little League and the City of Newton Community Services staff determined improvements were needed to the two upper little league baseball infields in Agnes Patterson Park. The needed improvements included the stripping of infield grass and laser grading the infields to the proper slope.

A request for quotes was prepared by the Community Services Department and the following quote was received and opened on June 15, 2021:

Iowa Athletic Field Construction Company – Webster City, Iowa \$ 31,900.00

The apparent low bidder is Iowa Athletic Field Construction Company of Webster City, Iowa. Staff's cost estimate of construction cost is \$40,000.00. The completion date of the project is October 31, 2021. The project will be paid for using \$25,000 in 2021 bond proceeds specified for this project; \$5,000 in remaining 2021 bond proceeds left over from the Agnes Patterson Soccer Field Fence Project; and \$1,900.00 from the FY-22 Parks Operating Budget.

Recommendation:

City Staff recommends that Council award the project to the low responsive, responsible bidder, Iowa Athletic Field Construction Company of Webster City, Iowa.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDING CONTRACT FOR THE NEWTON PARKS BASEBALL
INFIELD IMPROVEMENTS PROJECT.**

WHEREAS, Newton Little League and the City of Newton Community Services staff determined improvements were needed to the two upper little league baseball infields in Agnes Patterson Park; and

WHEREAS, needed improvements include the stripping of infield grass and laser grading the infields to the proper slope; and

WHEREAS, the City of Newton Community Services Division prepared a request for quotes for the proposed Newton Parks Baseball Infield Improvements Project; and

WHEREAS, quotes were received and opened on June 15, 2021; and

WHEREAS, City staff recommends that the City of Newton award a contract to Iowa Athletic Field Construction Company of Webster City, Iowa for the Newton Parks Baseball Infield Improvements Project based on the low responsive, responsible quote received in the amount of \$31,900.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the bid of Iowa Athletic Field Construction Company of Webster City, Iowa, in the amount of Thirty-One Thousand, Nine Hundred Dollars and Zero Cents (\$31,900.00) for Newton Parks Baseball Infield Improvements Project, all as described in the plans and specifications, is hereby accepted, the same being the lowest bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract and Bond executed by Iowa Athletic Field Construction Company of Webster City, Iowa for the Newton Parks Baseball Infield Improvements Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the project will be paid for using \$25,000 in 2021 bond proceeds specified for this project; \$5,000 in remaining 2021 bond proceeds left over from the Agnes Patterson Soccer Field Fence Project; and \$1,900.00 from the FY-22 Parks Operating Budget.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the Community Services Dept. (Airport) purchase of the 1983 John Deere 4450 tractor from Public Works (Water Pollution Control).

Report Number: 21-163**Date:**

June 21, 2021

Summary:

Community Services will purchase the 1983 John Deere 4450 tractor for use in pulling a mower at the Newton Airport.

Lead Department:
Community Services**Recommendation:**
Approve**Financial Impact:**

\$23,000 from 2020 Bonds; and \$12,000 in future payments from the Airport Operating Budget.

Background:

In 1983, the City of Newton purchased a John Deere 4450 tractor for use at the Water Pollution Control (WPC) Plant. This tractor, which was purchased through a Federal wastewater improvement grant, was recently loaned to the airport for use in pulling a large mower to mow the airfield. Public Works recently received approval to purchase a new tractor, thereby eliminating WPC's need for the 1983 John Deere 4450. As part of that new purchase, a trade-in or sale of this tractor would be used as part of the payment.

The Community Services Department, which oversees the Airport, saw the value in retaining this 1983 tractor. Since it has low hours and a very long serviceable life remaining in just pulling the large mower, the decision to purchase this tractor was made instead of buying a new one. In making this purchase from Public Works, Community Services will put off the eventual purchase of a new tractor for the airport by an estimated 15-20 years. The purchase also includes a snowblower and loader attachment.

The agreed upon fair-market purchase price of \$35,000 was based on recent sales of comparable tractors in Iowa. Community Services will pay WPC \$23,000 from 2020 Bonds (306-2080-67270); and \$12,000 in future payments from the Airport Operating Budget.

Recommendation:

Staff recommends approval of the resolution approving the Community Services Dept. (Airport) purchase of the 1983 John Deere 4450 tractor from Public Works (Water Pollution Control).

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING THE COMMUNITY SERVICES
DEPT. (AIRPORT) PURCHASE OF THE
1983 JOHN DEERE 4450 TRACTOR FROM
PUBLIC WORKS (WATER POLLUTION CONTROL).**

WHEREAS, in 1983, the City of Newton purchased a John Deere 4450 tractor for use at the Water Pollution Control (WPC) Plant through a Federal wastewater improvement grant; and

WHEREAS, said tractor was recently loaned to the airport for use in pulling a large mower to mow the airfield; and

WHEREAS, Public Works recently received approval to purchase a new tractor, thereby eliminating WPC's need for the 1983 John Deere 4450; and

WHEREAS, the Community Services Department, which oversees the Airport, saw the value in retaining this 1983 tractor since it has low hours and a very long serviceable life remaining; and

WHEREAS, in making this purchase from Public Works, Community Services will put off the eventual purchase of a new tractor for the airport by an estimated 15-20 years; and

WHEREAS, the agreed upon fair-market purchase price of \$35,000 was based on recent sales of comparable tractors in Iowa.

NOW, THEREFORE, BE IT RESOLVED, that the Community Services Department's (Airport) purchase of the 1983 John Deere 4450 tractor from Public Works (Water Pollution Control) is approved.

BE IT FURTHER RESOLVED, that Community Services will pay Public Works (WPC) \$23,000 from the 2020 Bonds (306-2080-67270); and \$12,000 in future payments from the Airport Operating Budget.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution setting a date of meeting at which it is proposed to approve a development agreement with Hopkins Properties LLC, including annual appropriation tax increment payments.

Report Number: 21-164

Summary: Setting a public hearing on July 6, 2021 to act upon a development agreement for the former Flooring Gallery building at 1810 1st AVE E.

Date: June 21, 2021

Lead Department:
Community Development

Financial Impact:
No Financial Impact, only sets a Public Hearing

Recommendation:
Approval

Background:

The City Council of the City of Newton Iowa has created the First Avenue East Urban Renewal Area, which creates a mechanism to assist economic development projects in targeted areas.

Earlier this year, City Council approved a resolution of intent with Hopkins Properties LLC stipulating potential economic development incentives for the property. The developer has closed on the property and is ready to move forward with his project. This resolution sets the date and time for City Council to hold a public hearing and take action on the development agreement.

Recommendation:

Staff recommends approval of the Resolution setting a public hearing for a development agreement.

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Hopkins Properties LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Hopkins Properties LLC (the “Company”) in connection with the redevelopment of the former Flooring Gallery building on certain real property in the Urban Renewal Area for use in retail and climate controlled storage business operations; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of a forgivable loan in the amount of \$35,000 and annual appropriation incremental property tax payments in an amount not to exceed \$65,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Newton, Iowa, as follows:

Section 1. This City Council shall meet on July 6, 2021, at six o’clock p.m., at the Newton City Council Chamber, 101 West 4th Street South, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH HOPKINS PROPERTIES LLC AND AUTHORIZATION
OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Newton, Iowa (the “City”), will meet on July 6, 2021, at six o’clock p.m., at the City Hall Council Chambers, Newton, Iowa, at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the “Development Agreement”) between the City and Hopkins Properties LLC (the “Company”), in connection with the redevelopment of the former Flooring Gallery building on certain real property in the 1st Avenue East Urban Renewal Area for use in retail and climate controlled storage business operations. The Development Agreement provides for certain financial incentives to the Company in the form of a forgivable loan in the amount of \$35,000 and incremental property tax payments in a total amount not exceeding \$65,000 as authorized by Section 403.9 of the Code of Iowa..

The commitment to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payment will be payable solely and only from incremental property tax revenues generated within the 1st Avenue East Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting will also be held electronically via Zoom, which will be accessible at the following:

(<https://us02web.zoom.us/j/83564044015>), Join zoom via phone: (call 312-626-6799 & enter ID # 83564044015)

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Newton, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Katrina Davis
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 21, 2021.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the “City”) and Hopkins Properties LLC (the “Company”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the City has established the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the renovation of an existing building on the Property (“the Project”) for use in retail and climate controlled storage business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of a forgivable loan (the “Forgivable Loan”) and incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2021; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project. The Company agrees to undertake the Project on the Property. The Company agrees that the Project will minimally include the improvements (the “Required Improvements”) as set forth on Exhibit B hereto. The Company agrees to construct the Project, including the Required Improvements, in substantial conformance with the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2021.

The Company agrees to use the completed Project in retail and climate controlled storage business operations throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Ownership of Property; Use of Project; Developer's Annual Report.** The Developer agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each June 1 during the Term (as hereinafter defined) commencing June 1, 2022, demonstrating that (i) the Business Operations Requirement is being met; and (ii) the Developer owns the Property, including the Project. The Developer agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report. The first Annual Report submitted by the Developer shall also include documentation demonstrating, to the satisfaction of the City, that the Developer has completed the Required Improvements.

3. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the improvements to be constructed thereon, at not less than Four Hundred Fifty Thousand (\$450,000) (the "Minimum Assessed Valuation") as of January 1, 2022 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

4. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

5. **No Abatement; No Property Tax Exemption.** The Company agrees that it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

6. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth through Sixth Payment Years	80%
Seventh through Tenth Payment Years	50%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2022, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D.

The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jasper County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.6.

7. Forgivable Loan. The Developer agrees that the City will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan to the Developer in accordance with Section B.1 of this Agreement. The Developer further agrees that the City will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and the Developer has submitted the Promissory Note (as hereinafter defined) to the City.

The Developer agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Required Improvements.

The Developer’s obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the “Promissory Note”) to be executed by the Developer and delivered to the City. The Promissory Note shall be in substantially the form as set forth on Exhibit E hereto.

All principal advanced under the Forgivable Loan shall be due and owing to the City at City Hall by Noon on June 30, 2026, unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.10 of this Agreement.

Nothing herein shall prohibit the Developer from forfeiting the right to loan forgiveness, as set forth in Section B.1 of this Agreement by prepaying on the Forgivable Loan at any time.

8. Insurance.

(a) The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Property and the completed Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) Comprehensive general liability insurance (including operations, contingent liability, completed operations when substantially completed and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
- (iii) Workers compensation insurance, with statutory coverage limited to employees of the Company.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Project resulting from fire or other casualty. Furthermore, the Company agrees to apply the proceeds from any and all

casualty claims against the insurance detailed in this Section to the restoration and improvement of the Property and/or the Project.

9. Indemnification. The Company agrees to indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following, except to the extent caused by the negligent acts or omissions of the City, its officers, employees and departments:

- a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the construction of the Project.
- b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Company is required to insure against under this Agreement in connection with the Project and/or the Property; and
- c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Company or any of its agents in its or their capacity as an employer of a person.

10. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to maintain compliance with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
- III. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Company to enter into the Assessment Agreement.
- V. Failure by the Company to maintain compliance with Sections A.2, A.5, A.6, A.7, A.8 and A.9 of this Agreement.
- VI. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide

assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the City to the Developer. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.1 of this Agreement shall not apply.
- III. Withhold the Payments provided for under Section B.2 below.

11. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$5,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Forgivable Loan; Loan Forgiveness. The City hereby agrees to advance the Forgivable Loan Proceeds to the Developer in an amount equal to \$35,000 within thirty (30) days of the Commencement Date of this Agreement.

Upon receipt of a satisfactory Annual Report from the Developer demonstrating that the Developer is in compliance with required elements set forth in Section A.2 of this Agreement, the City shall forgive \$7,000 of the principal amount of the Forgivable Loan. If the Developer fails to submit an Annual Report as required in Section A.2 above in any given fiscal year, then no principal of the Forgivable Loan will be forgiven in such fiscal year.

2. Payments. In recognition of the Company’s obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$65,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect

to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2022. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2024 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2033.

4. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2024, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2022) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

5. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Jasper County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to

receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2033 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

HOPKINS PROPERTIES LLC

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THE EAST 72 FEET OF LOT 6 AND ALL OF LOT 7 EXCEPT THE EAST 10 FEET OF THE SOUTH 281 FEET OF THE NORTH 297 FEET ALL IN THE SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA AS SHOWN BY PLAT RECORDED IN PLAT BOOK D PAGE 77 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

EXHIBIT B
REQUIRED IMPROVEMENTS

Scope/exterior: We will plan to demise the front overhang that dates the building. We will install new overhangs that are more modern for each tenant entrance. We will replace windows and install new glass entries for each tenants space. We will install a colored EFIS exterior wall covering with decorative bands of color that will update the exterior of the building and modernize the look. New wall pack lighting will be installed. A new roof and HVAC system will be installed. Parking lot overlay will be done if cost allows. At a minimum the parking lot will be repaired and stripped. New landscaping will be installed. A new roof with 2 inches of insulation will be installed as the roof is far past it's life.

Scope/interior: We will demo old flooring and ceiling. Repairs will be made to leaking plumbing. Old existing equipment and fixtures will be removed. Demising walls will be installed with new flooring or possibly the the concrete will be ground to a smooth surface and sealed. Walls will be finished drywall and will be vanilla box ready for prospective tenants. New lighting will be installed. Utilities will be separated for each tenants use/needs.

EXHIBIT C
MINIMUM ASSESSMENT AGREEMENT

**MINIMUM ASSESSMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

Erin Chambers, Community Development Director, City of Newton, Iowa, 403 W 4th St N, Suite 501, Newton, IA, 50208; Phone: 641-792-6622 Ext: 2301

City:

City of Newton, Iowa

Property Owner:

Hopkins Properties LLC

Legal Description:

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2021, by and among the City of Newton, Iowa (the “City”), Hopkins Properties LLC (the “Property Owner”), and the County Assessor of Jasper County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the 1st Avenue East Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the renovation of an existing building on the Property (“the Project”) for use in retail and climate controlled storage business operations; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2021, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2022, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2022, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Four Hundred Fifty Thousand Dollars (\$450,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2022, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further

agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

5. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2021) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Jasper County Recorder, along with a copy of Iowa Code Section 403.6.

7. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

HOPKINS PROPERTIES LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael Hansen and Katrina Davis, the Mayor and City Clerk, respectively, of Newton, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021 by _____ the _____ of Hopkins
Properties LLC, an Iowa limited liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Four Hundred Fifty Thousand Dollars (\$450,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

Subscribed and sworn to before me this ____ day of _____, 2021.

Notary Public

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth through Sixth Payment Years	80%
Seventh through Tenth Payment Years	50%

EXHIBIT E
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: \$35,000

Dated: _____, 2021

Maturity Date: June 30, 2026

Hopkins Properties LLC (the “Borrower”) for value received, promises to pay, to the City of Newton Iowa (the “City”), its successors or assigns, the principal sum of Thirty Thousand Dollars (\$35,000), in lawful money of the United States of America, on June 30, 2026.

The City has made a forgivable loan to the Borrower in the principal amount of Thirty-five Thousand Dollars (\$35,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Development Agreement (the “Agreement”) between the City and the Borrower dated _____, 2021, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the City in accordance with the terms set forth in the Agreement, and all amounts forgiven shall be recorded on the Schedule of Forgiveness hereon.

Payment of principal of the Forgivable Loan shall be made to the City of Newton at the Office of the City Clerk, City Hall, 101 W. 4th Street, Newton, Iowa 50208 by Noon on June 30, 2026, unless sooner forgiven in accordance with the Agreement.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make repay principal of the Forgivable Loan under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

HOPKINS PROPERTIES LLC

SCHEDULE OF FORGIVENESS

<u>Date of Forgiveness</u>	<u>Amount Forgiven</u>	<u>Signature of City Clerk</u>
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

City of Newton Council Report

Item: Resolution setting a public hearing and inviting proposals for the sale of property at 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West in Newton

Summary: The City acquired these three properties through the D&D program. In order to sell the property, City Council must first set a public hearing to consider proposals from the public.

Financial Impact: No cost.



Report Number: 21-165

Date: June 21, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City acquired 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West through the D&D program. There has been expressed interest in this property.

Iowa Code Chapter 364.7 requires cities to set public hearings before disposing of any property. Public notice would then be published in the *Newton Daily News* and all interested parties would be able to submit proposals.

The attached Resolution sets a public hearing for the regular Council meeting on July 19, 2021. Proposals will be accepted until 3:00 pm on July 12, 2021.

Recommendation:

City Staff recommends approval.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION SETTING A PUBLIC HEARING AND INVITING PROPOSALS FOR THE SALE OF PROPERTY AT 501 SOUTH 2ND AVENUE WEST, 517 SOUTH 2ND AVENUE WEST, AND 521 SOUTH 4TH AVENUE WEST IN NEWTON

WHEREAS, the City of Newton owns property located at 501 South 2nd Avenue West, 517 South 2nd Avenue West, and 521 South 4th Avenue West, Newton, legally described as:

501 South 2nd Avenue West, legally described as:

LOT 1, BLOCK 3 IN BAILEY AND WILKINSONS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS RECORDED IN BOOK 32, PAGE 241 IN THE OFFICE OF THE JASPER COUNTY RECORDER.

517 South 2nd Avenue West, legally described as:

LOT THREE IN BLOCK THREE OF BAILEY AND WILKINSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN THE PLAT OF RECORD IN BOOK 32, AT PAGE 241 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

521 South 4th Avenue West, legally described as:

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE COUNTY OF JASPER AND STATE OF IOWA: COMMENCE AT THE NORTHWEST CORNER OF LOT EIGHTY-ONE (81) IN WEST NEWTON, AN ADDITION TO THE CITY OF NEWTON, RUN EAST SIXTY-SIX (66) FEET, SOUTH ONE HUNDRED FIFTY-NINE (159) FEET, WEST SIXTY SIX (66) FEET, NORTH TO PLACE OF BEGINNING, NOW BEING NORTH 159 FEET OF LOT (5) OF THE SUBDIVISION OF LOT EIGHTY-ONE (81), WEST NEWTON.

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

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

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

Section 1: That the Public Notice in substantially the following form shall be given that a Public Hearing be held at 6:00 pm on July 19, 2021, in the City Council Chambers of City Hall, 101 West 4th Street South, and/or via Zoom to consider the sale of the above noted property:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on July 19, 2021, at City Hall, 101 West 4th Street South, and/or via Zoom to consider proposals for purchase of the property located at 501 S 2nd AVE W, 517 S 2nd AVE W, and 521 S 4th AVE W, Newton, IA. The properties are legally described as: LOT 1, BLOCK 3 IN BAILEY AND WILKINSONS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS RECORDED IN BOOK 32, PAGE 241 IN THE OFFICE OF THE JASPER COUNTY RECORDER; LOT THREE IN BLOCK THREE OF BAILEY AND WILKINSON'S ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN THE PLAT OF RECORD IN BOOK 32, AT PAGE 241 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; AND THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE COUNTY OF JASPER AND STATE OF IOWA: COMMENCE AT THE NORTHWEST CORNER OF LOT EIGHTY-ONE (81) IN WEST NEWTON, AN ADDITION TO THE CITY OF NEWTON, RUN EAST SIXTY-SIX (66) FEET, SOUTH ONE HUNDRED FIFTY-NINE (159) FEET, WEST SIXTY SIX (66) FEET, NORTH TO PLACE OF BEGINNING, NOW BEING NORTH 159 FEET OF LOT (5) OF THE SUBDIVISION OF LOT EIGHTY-ONE (81), WEST NEWTON. Proposals shall be submitted by 3:00 p.m., July 12, 2021, to the Newton Community Department; 403 West 4th Street North, Suite 501; Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. The City Council will consider all proposals received, but reserves the right to reject any or all proposals received or to accept any proposal it deems in the best public interest. At said Hearing, interested persons may be heard in support of or opposition to said sale or the price or terms of a proposed agreement.

Section 2: That following the Public Hearing, City Council may select the proposal to purchase the described property which is in the best interest of the City Newton and shall thereafter sell said property at the price and under such terms as it shall determine, subject to an Agreement for Purchase with the selected Purchaser.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Approving 3 Year Service Agreement with Baker Group for the City Center Building Automation System (BAS)

Summary: Resolution Approving a 3 Year Service Agreement with Baker Group for the City Center Building Automation System (BAS)

Financial Impact: \$2,458 for the next 3 fiscal years beginning July 1, 2021 from the City Center General Fund Budget



Report Number: 21-166

Date: June 21, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

The current control system for the City Hall HVAC is currently being updated in phases. In order for the system to continue to remain functioning at an optimal level, it is recommended to enter into a 3 year service agreement with Baker Group for the building automation system beginning on July 1, 2021 and thru June 30, 2024 at a price of \$2,458.00 per year.

Support Services included:

- 1. BAS Application Support** from Baker Group technicians ensures optimal system performance. Trained technicians will check system integrations, system trends, review exception reports and release unnecessary overrides to assure proper system performance. Periodic examination of these records prevents system degradation.
- 2. Network and Field Controller Database Backups** will be made on a periodic basis. Baker Group will retain a complete back-up of all application software databases. These databases are securely stored off-site and are available in the event of a controller failure.
- 3. Software Upgrades** keep your BAS system current and allows you to take advantage of new technologies and software enhancements. Baker Group will provide beneficial software upgrades as released by the manufacturer. Occasionally software upgrades require computer hardware upgrades. Baker Group will review the software upgrade advantages and potential hardware costs with you. It will be your choice to proceed with the upgrade, and provide necessary hardware.
- 4. System Improvement Recommendations** are a valuable feature of this agreement. Baker Group is one of the largest Design/Build Contractors in Iowa. Our engineers and technicians are experienced at providing system recommendations to ensure optimal performance. These recommendations are focused on energy savings, other integration opportunities, reduced operating costs, enhanced management information and improved comfort for your building occupants.

The City Center General fund budget for FY22 includes this agreement price.

Recommendation:

Staff recommends approval of the attached Resolution and Service Agreement with Baker Group for the City Center Building Automation System from July 1, 2021 thru June 30, 2024.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING 3 YEAR SERVICE AGREEMENT
WITH BAKER GROUP FOR THE CITY CENTER BUILDING
AUTOMATION SYSTEM (BAS)**

WHEREAS, Baker Group has installed updated HVAC system controls as the City Center building; and,

WHEREAS, in order to ensure the HVAC system at City Hall remains operational and working efficiently; and,

WHEREAS, Baker Group has submitted a proposal for a 3 year service agreement in the amount of \$2,458 per year from July 1, 2021 thru June 30, 2024. This service includes BAS application support, network and field controller database backups, software upgrades, and system improvement recommendations,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the 3 year service agreement from July 1, 2021 thru June 30, 2024 with Baker Group in the amount of \$2,458.00 per year from the City Center General fund budget is approved.

PASSED this 21st day June, 2021.

APPROVED this ____ day of June, 2021.

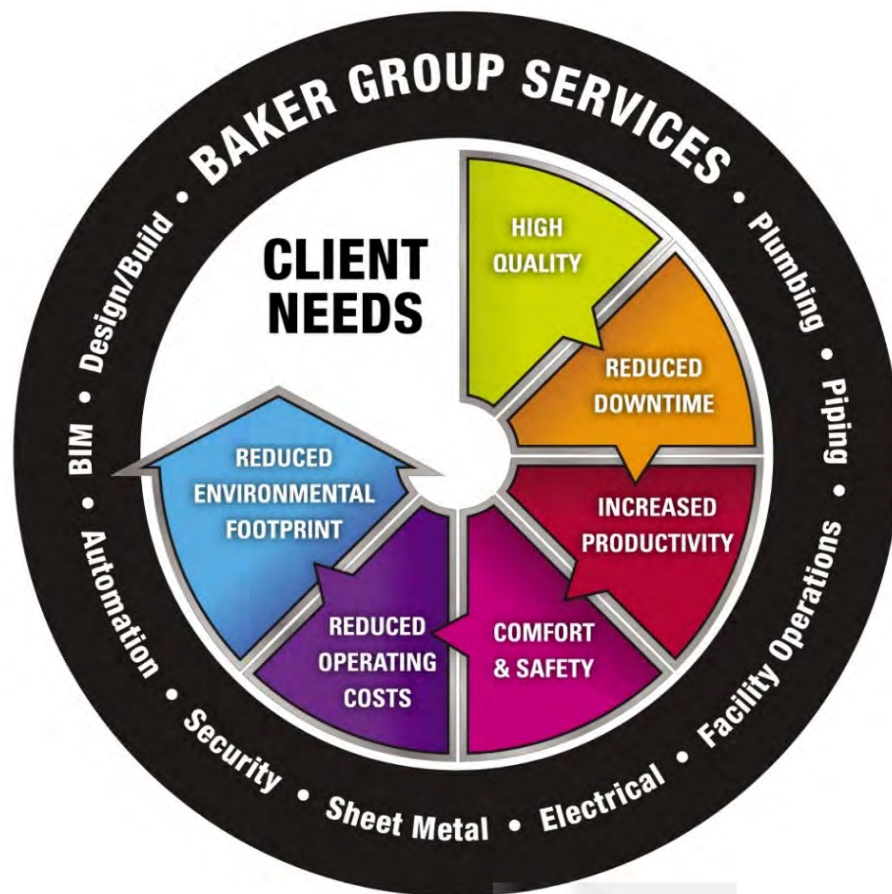
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR City of Newton - City Hall



May 12, 2021





Sustainable Workplace Solutions For City of Newton - City Hall

Table of Contents

Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

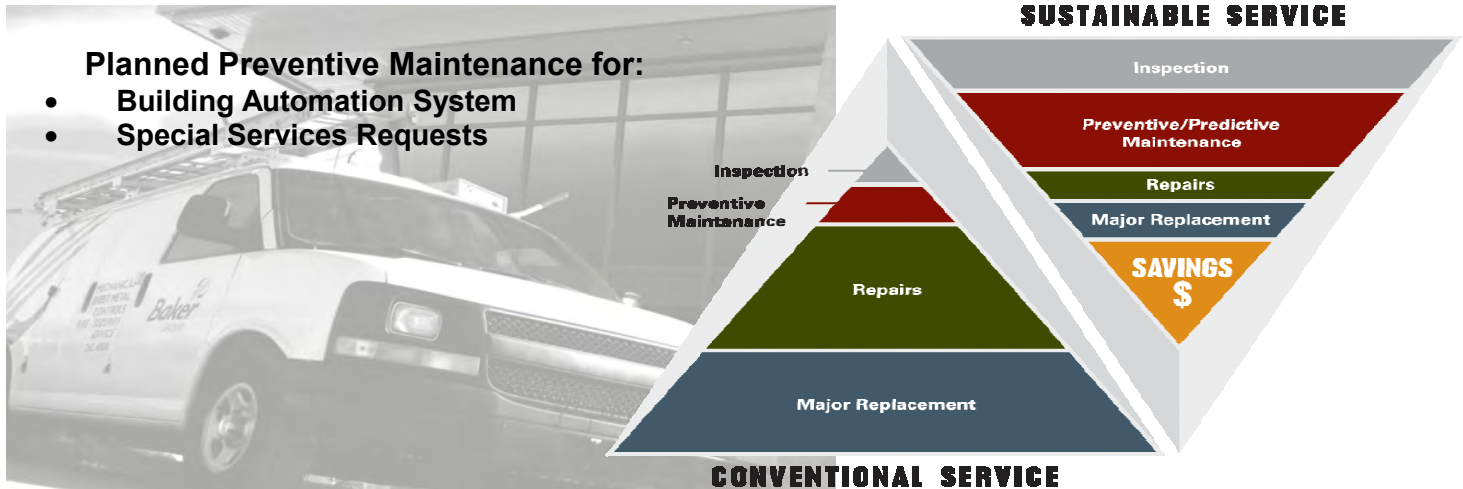
- ☐ Heating, Ventilating, and Air Conditioning
- ☐ Chilled Water System
- ☐ Heating Water System
- ☐ Chemical Water Treatment
- ☐ Domestic Water and Plumbing Systems
- ☒ Building Automation System
 - ☐ Building Analytic Software
- ☐ Electrical Systems
- ☐ Industrial Automation
- ☐ Variable Frequency Drives
- ☐ Fire Alarm System
- ☐ Security Access Control System
- ☐ CCTV and Video Management
- ☐ Parking and Revenue Control System
- ☐ Data Center Services
- ☐ Lighting Control System
- ☐ Predictive Maintenance
- ☐ Infrared Imaging
- ☐ Indoor Environmental Improvements
- ☐ Utility Benchmarking
- ☒ Special Services Requests

Sustainable Workplace Solutions For City of Newton - City Hall

Services

Planned Preventive Maintenance for:

- Building Automation System
- Special Services Requests



Date: May 17, 2021

Baker Group is pleased to offer professional services at your Newton City Hall Facility at 101 West 4th Street South, Newton, Iowa 50208. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2021 through June 30, 2024 (initial term). The agreement price is \$2,458.00 for each year, to be paid quarterly, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

City of Newton - City Hall

By _____
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By _____
Baker Group Representative

Title

Date



Sustainable Workplace Solutions For City of Newton - City Hall

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**

Sustainable Workplace Solutions

This service program is designed to provide City of Newton - City Hall with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure City of Newton - City Hall that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for City of Newton - City Hall. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with City of Newton - City Hall, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.



Sustainable Workplace Solutions For City of Newton - City Hall

Building Automation System (BAS) Scope

Your Building Automation System (BAS) controls critical sequences and offers a dashboard that demonstrates the details of what is happening in your building. This maintenance program is designed to extend the life of your BAS components, reduce energy consumption, and improve comfort by fine tuning your control sequences and schedules. Maintaining your BAS positions you to take advantage of future technology improvements.



Our specially trained technicians will help keep your facility operating at peak energy efficiency, reduce downtime, and provide reliable facility management information.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☐ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☒ Client Training
- ☒ Systems Operation
- ☐ 24 / 7 / 365
- ☐ Other: _____

BAS Support Services

The Support Services marked below are an integral part of this service offering:

- ☐ **Remote BAS Access** allows Baker Group technicians to promptly connect on-line with your system when your staff calls for support. Timely remote diagnostics and troubleshooting keeps disruptions to an absolute minimum. (Client to provide local connectivity)
- ☒ **BAS Application Support** from Baker Group technicians ensures optimal system performance. Trained technicians will check system integrations, system trends, review exception reports and release unnecessary overrides to assure proper system performance. Periodic examination of these records prevents system degradation.
- ☒ **Network and Field Controller Database Backups** will be made on a periodic basis. Baker Group will retain a complete back-up of all application software databases. These databases are securely stored off-site and are available in the event of a controller failure.
- ☒ **Software Upgrades** keep your BAS system current and allows you to take advantage of new technologies and software enhancements. Baker Group will provide beneficial software upgrades as released by the manufacturer. Occasionally software upgrades require computer hardware upgrades. Baker Group will review the software upgrade advantages and potential hardware costs with you. It will be your choice to proceed with the upgrade, and provide necessary hardware.
- ☒ **System Improvement Recommendations** are a valuable feature of this agreement. Baker Group is one of the largest Design/Build Contractors in Iowa. Our engineers and technicians are experienced at providing system recommendations to ensure optimal performance. These recommendations are focused on energy savings, other integration opportunities, reduced operating costs, enhanced management information and improved comfort for your building occupants.

☒ **Additional BAS Scope**

1. _____
2. _____

Sustainable Workplace Solutions For City of Newton - City Hall

Special Service Requests

Baker Group's Sustainable Workplace Solutions program is focused on the unique needs of clients. As requested, this program also includes:

1. Check AHU1 Mixed Air Controls with HVAC Service
2. Check AHU1 Enable, Status and alarm with HVAC Service
3. Check AHU1 Static Pressure Control with HVAC Service
4. Check AHU 1 Discharge Air Control with HVAC Service
5. Check HWP's Enable, Status and alarm with HVAC Service
6. Check Boiler Software Points with HVAC Service
7. As Time permits, check problem VAV's with HVAC Service



Annual Cost of Capital

Example A:

Investment \$100,000
Normal Life 10 years
Annual Cost \$10,000 per year

Example B:

Investment \$100,000
Extended Life 20 years
Annual Cost \$5,000 per year



Sustainable Workplace Solutions For City of Newton - City Hall

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utility
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal Capabilities:

Specialty Metal Fabrication
Heating, Cooling, and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation & Repair

Electrical Capabilities:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
Variable Speed Drives
Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

Engineering Services:

Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Fabrication:

Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL508A Labeled Electrical Panel Building

Predictive Maintenance & Repair Services:

Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program

SCHEDULE ONE	AGREEMENT DATE	5/12/2021
COVERED EQUIPMENT	AGREEMENT NO:	32.20820

EQUIPMENT ID#	COVERAGE TYPE	BAS ANALYTICS	MAKE	MODEL	DESCRIPTION	Quantity
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[illegible]



Sustainable Workplace Solutions For City of Newton - City Hall

TERMS AND CONDITIONS

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, inspection and expert fees costs incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond the Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. Notwithstanding the fact that there shall be no special, consequential, incidental, or penal damages arising out of or relating to this Agreement as specified above, the Parties acknowledge that the Insurance maintained by Baker may cover and pay for other allowable damages that may occur as a result of this Agreement. Baker agrees to maintain the following insurance coverages: Commercial General Liability with \$2 million aggregate limit; Automobile with \$1,000,000 limit; and workers' compensation insurance, statutory limits. Client shall be a named additional insured on the Commercial General Liability and Automobile policies, and waiver of subrogation shall be applicable to all insurance policies.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Parties shall defend, indemnify and hold harmless the each other from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, all costs, expenses and attorneys' fees incident there, but only to the extent caused by any negligent act or omission, gross negligence, or willful conduct of the Other Party, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused in part by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees, inspection fees, expert fees, and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **WITH THE EXCEPTION OF OTHER WARRANTIES EXPRESSLY PROVIDED ABOVE, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**

City of Newton Council Report

Item: Resolution Authorizing Fund Transfers in FY 21/22

Summary: This Action Approves Fund Transfers in FY21/22

Financial Impact:

This resolution authorized transfers between City of Newton Funds as approved in the FY22 budget



Report Number: 21-167

Date: June 21, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

Iowa Code section 384.15 was amended in April of 2019 and requires all transfers between City funds to be approved by a Council resolution.

In order to meet the requirements of this amendment, the Council must approve a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred.

The FY21/22 budgeted transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
General Fund	Golf Fund	General Fund to Golf Fund to bring Golf Fund out of negative	67,870
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	Debt Service	Principal & Interest Payments	42,380
East Mart TIF	General Fund	Reimburse General Fund for Services	53,186
Fairmeadows N TIF	General Fund	Reimb General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	320,187
Road Use Tax	Landfill fund	Reimburse Landfill fund for Services	7,500
Hwy 14 TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	15,000
Hwy 14 TIF	General Fund	Reimburse General Fund for Services	38,626
Landfill	General Fund	Reimburse General Fund for Services	200,000
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	200,000
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts Property Tax Relief	647,500

WPC Fund	Debt Service	Principal & Interest Payments	109,150
N Central TIF	Hotel/Motel Tax	Reimburse Hotel/Motel Tax Fund for Services	15,000
N Central TIF	General Fund	Reimburse General Fund for Services	47,000
N Central TIF	Debt Service	Principal & Interest Payments	794,364
Road Use Tax	General Fund	Reimburse General Fund for Bldg & Salary Expenses	44,515
Speedway/PF TIF	General Fund	Reimburse General Fund for Services	11,250
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,379,634
WPC	General Fund	Reimburse General Fund for Services	200,000

Recommendation:

Staff recommends approving the budgeted transfers between funds for fiscal year 2021/22.



Matt Muckler
City Administrator

RESOLUTION NO. 2021– _____

RESOLUTION ATHORIZING FUND TRANSFERS IN FY 21/22

WHEREAS, Iowa Code section 384.15 was amended in April of 2019; and

WHEREAS, this amendment requires all cities in Iowa to approve by resolution approving all transfers between funds; and

WHEREAS, this resolution must include a clear statement including the reason or purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is received, and the not to exceed dollar amount to be transferred; and

WHEREAS, the budgeted FY21/22 not to exceed transfers are as follows:

Fund Transferred From:	Fund Transferred To:	Reason for Transfer:	Amount:
General Fund	Golf Fund	General Fund to Golf Fund to bring Golf Fund out of negative	67,870
City Garage	General Fund	Reimburse General Fund for Services	8,000
East Mart TIF	Hotel/Motel Fund	Reimburse Hotel/Motel Tax Fund for Services	17,000
East Mart TIF	Debt Service	Principal & Interest Payments	42,380
East Mart TIF	General Fund	Reimburse General Fund for Services	53,186
Fairmeadows N TIF	General Fund	Reimb General Fund for Services (NHDC)	40,000
Fairmeadows N TIF	Debt Service	Principal & Interest Payments (Fairmeadows N)	320,187
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Hwy 14 TIF	General Fund	Reimburse General Fund for Services	38,626
Landfill	General Fund	Reimburse General Fund for Services	200,000
Landfill	Landfill PC	Set aside amount for Landfill Post Closure	200,000
LOST Fund	Employee Benefits	35% of Local Option Tax Receipts Property Tax Relief	647,500
WPC Fund	Debt Service	Principal & Interest Payments	109,150
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N Central TIF	Debt Service	Principal & Interest Payments	794,364
Road Use Tax	General Fund	Reimburse General Fund for Bldg & Salary Expenses	44,515
Speedway/PF TIF	General Fund	Reimburse General Fund for Services	11,250
Speedway/PF TIF	Debt Service	Principal & Interest Payments	1,379,634
WPC	General Fund	Reimburse General Fund for Services	200,000

NOW THEREFORE, BE IT RESOLVED that the budgeted fund transfers for FY21/22 be approved.

PASSED this 21st day of June, 2021

APPROVED this _____ day of June, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Authorizing The City Of Newton To Respond To A Request For Proposal From Pyrotechnics Guild International, Inc. (PGI) To Host The 2022 PGI Convention At The Iowa Speedway Facility And Property

Summary: The City of Newton has been invited to respond to a Request for Proposal from Pyrotechnics Guild International (PGI) to host the 2022 PGI Convention at Iowa Speedway in Newton and is seeking Council approval to submit the response.

Financial Impact: None, for the submittal of the response to the Request for Proposal.



Report Number: 21-168

Date: June 21, 2021

Lead Department: Community Development

Recommendation:
Approve

Background: Pyrotechnics Guild International, Inc. (PGI) has operated as the trade organization for the general pyrotechnics industry for over 50 years and has annually invited PGI members to participate in a weeklong summertime Convention. The Convention is held in host cities with adequate venues for the workshops, manufacturing and product demonstrations promoted by PGI, along with three large fireworks display shows for which the general public is invited.

A representative of the City of Newton was approached by PGI officials earlier this year about the possibility for the City to host the 2022 PGI Convention. Soon after, PGI officials visited the community and the proposed convention site in Newton, Iowa Speedway. Representatives of Iowa Speedway have been involved with all the site visits and are agreeable to possibly host the event.

The PGI board subsequently met and voted to invite the City of Newton to respond to PGI's Request for Proposal (RFP) to host the 2022 Convention. The official response to the RFP is due to the PGI board no later than July 7, 2021. While Newton will be competing with at least one other Midwestern city for the privilege of hosting the 2022 PGI Convention, we feel confident that our proposal and venue will prove to be superior and will be accepted.

Recommendation: Staff recommends approval of the Resolution authorizing the City of Newton to respond to PGI's Request for Proposal, on or before July 7, 2021.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AUTHORIZING THE CITY OF NEWTON TO RESPOND
TO A REQUEST FOR PROPOSAL FROM PYROTECHNICS GUILD
INTERNATIONAL, INC. (PGI) TO HOST THE 2022 PGI CONVENTION
AT THE IOWA SPEEDWAY FACILITY AND PROPERTY**

WHEREAS, the Pyrotechnics Guild International, Inc. (PGI) has promoted the safe and responsible manufacturing and use of fireworks for over 50 years, and

WHEREAS, PGI invites their individual and corporate members to participate in an annual week-long convention at a selected host city every summer, and

WHEREAS, the convention is designed to provide educational and product demonstration opportunities for members, as well as three scheduled pyrotechnic events that the general public may attend, and

WHEREAS, the estimated economic impact of the PGI annual convention on the host city is between \$2 million and \$3 million, and

WHEREAS, PGI officials contacted representatives of the City of Newton to inquire about the city hosting a convention in the summer of 2022 and have come to Newton to discuss details and inspect the Iowa Speedway facility and property, and

WHEREAS, the PGI officials have determined that the Iowa Speedway facility and property in Newton will be a suitable facility and have presented City of Newton representatives with a Request for Proposal to host the 2022 event, and

WHEREAS, officials of Iowa Speedway and track owner NASCAR have been consulted about the 2022 PGI convention and have given their conditional approval for the events, workshops and product demonstrations to be held on their property, and

WHEREAS, the City's response to PGI's Request for Proposal must be received by PGI no later than July 7, 2021 to be entered into a competitive consideration;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the City of Newton has been authorized to respond to the PGI Request for Proposal in a timely manner.

PASSED this 21st day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 6-22-21

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,681.60
Acushnet Company	Golf	Merchandise	\$ 1,226.54
Airgas USA LLC	Fire	Supplies	\$ 212.44
All Star Pro Golf	Golf	Supplies	\$ 477.75
Allen Trench Safety Corporation	Administration/Street	Equipment	\$ 3,140.00
Alliant Energy/IPL	All	Utilities	\$ 3,995.84
Amazon Capital Services	All	Supplies	\$ 1,903.92
American Business Phones	Water Pollution Control	Service	\$ 229.00
Baker & Taylor	Library	Supplies	\$ 3,047.64
Baker & Taylor Entertainment	Library	Supplies	\$ 158.63
Barney's Wrecker & Crane	Fire/Police	Service	\$ 358.08
Bituminous Materials & Supply	Street	Supplies	\$ 665.31
Blackstone Publishing	Library	Supplies	\$ 155.33
Bolton & Menk Inc	All	Service	\$ 40,258.00
Book Farm Inc	Library	Supplies	\$ 1,854.29
Bound Tree Medical LLC	Fire	Supplies	\$ 1,469.74
Brick Gentry P.C.	All	Service	\$ 13,701.30
Brown Investigations & Engineering Cons	North Central TIF	Service	\$ 4,894.00
Bunker, Kim	Fire	Service	\$ 10.00
Cappy's Tire & Auto Service	Golf	Service	\$ 55.99
Card Services	All	Supplies	\$ 1,737.62
CDW Government Inc	Police	Supplies	\$ 34.64
Central Iowa Sales Inc	Fire	Supplies	\$ 272.00
Christensen, Jamis	Parks	Reimbursement	\$ 130.08
Cintas	All	Service	\$ 465.95
Clapsaddle-Garber Assoc	Airport	Service	\$ 42,292.49
Cole, Chris	Parks	Reimbursement	\$ 269.04
Compliance Signs LLC	Maytag Pool	Supplies	\$ 63.75
Computer Resource Specialists	Administration	Service	\$ 607.50
Control Installations of IA	Parks	Service	\$ 525.00
CSG Forte Payments Inc	Landfill	Supplies	\$ 353.17
Dannen, Shannon	Comm D&D/Housing Demo	Service	\$ 1,847.50
Davis Equipment Corp	Golf	Supplies	\$ 36.35
Davis, Katrina	Administration	Reimbursement	\$ 62.50
Demco Inc	Library	Supplies	\$ 2,041.52
DePenning & Associates	Maytag Pool	Service	\$ 222.08
Dept of Inspections & Appeals	Golf	License	\$ 150.00
Des Moines Diesel Inc	Street	Supplies	\$ 765.36
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 1,970.07
Doty, Samuel	Fire	Reimbursement	\$ 547.00
Earl May Nursery & Garden	Fire	Supplies	\$ 47.96
EZ Lease	Fire/WPC	Service	\$ 245.01
Falcone, Bill	Administration	Reimbursement	\$ 31.64
FBG Service Corporation	Library	Service	\$ 1,644.00
Fire Service Training Bureau	Fire	Service	\$ 50.00

Flight Light Inc	Airport	Supplies	\$ 629.32
Forbes Office Solutions	All	Supplies	\$ 1,517.92
Fox Engineering	Water Pollution Control	Service	\$ 2,380.00
Frasier, Lisa	Executive	Reimbursement	\$ 103.48
Fuller, Shawn	Water Pollution Control	Reimbursement	\$ 50.00
Galls LLC	All	Supplies	\$ 640.64
GameTime	Parks	Supplies	\$ 2,466.63
Genesis Graphics Inc	Library	Programming	\$ 247.68
Green, Kathy	Private Incentives	Incentive	\$ 10,000.00
Gregg Young Auto Center	Police	Service	\$ 127.40
Hewitt Service Center	Airport/Street	Service	\$ 3,832.00
HILTI Inc	Street	Supplies	\$ 518.77
HLW Engineering Group	Landfill	Service	\$ 1,817.50
Homeguard Security Alarm	Water Pollution Control	Service	\$ 150.00
Hop-A-Lot Rentals	Parks	Service	\$ 1,475.00
Horning's	Golf	Merchandise	\$ 43.95
Hy-Vee Inc	North Central TIF	Supplies	\$ 851.54
IMWCA	All	Service	\$ 4,067.80
Interstate All Battery Center	Fire	Supplies	\$ 134.50
Iowa City/County Management	Executive	Membership	\$ 250.00
Iowa Department of Transportation	Water Pollution Control	Supplies	\$ 61.38
Iowa Inspections	Fire	Service	\$ 6,450.00
Iowa Law Enforcement Academy	Police	Training	\$ 6,475.00
Iowa League of Cities	Administration	Training	\$ 195.00
Iowa Total Care	Fire	Reimbursement	\$ 1,411.31
Isolved Benefit Services	Finance	Service	\$ 98.03
Jasper County Recorder	Planning & Zoning	Service	\$ 22.00
Jeff Seals Construction	Tort Liability	Service	\$ 1,300.00
JETCO Inc	Water Pollution Control	Service	\$ 1,379.80
Johnson Aviation	Airport	Reimbursement	\$ 48.14
Johnson Fitness & Wellness	Administration	Service	\$ 3,266.00
Jump Start Wellness & Fitness Inc	Maytag Pool	Training	\$ 150.00
Key Cooperative	All	Supplies	\$ 12,995.17
Keystone Labs	Water Pollution Control	Service	\$ 2,958.84
Leon, Amber	Police	Service	\$ 20.00
Liberty Process Equipment Inc	Water Pollution Control	Supplies	\$ 2,032.42
Lyman, Rick	Commercial D&D/Parks	Service	\$ 979.63
Magnum Automotive	Fire	Service	\$ 1,462.34
Mahaska Bottling Co	Golf	Concessions	\$ 1,093.10
Manatts - D.M.	Street	Supplies	\$ 1,914.38
Marsden Bldg Maintenance	City Center	Service	\$ 2,425.25
Martin Marietta Materials	Street	Supplies	\$ 2,265.64
Maxim Advertising	Administration	Service	\$ 210.00
Medicap Pharmacy	Fire	Service	\$ 16.68
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 901.20
Metro Waste Authority	Street	Supplies	\$ 86.56
MG Laundry Corporation	City Center	Service	\$ 162.80
Mid Country Machinery	Landfill	Supplies	\$ 4,170.46
Midwest Lawn Services	Library	Maintenance	\$ 787.50

Midwest Wheel Companies	Street	Supplies	\$ 201.37
MTI Distributing Inc	Golf	Supplies	\$ 133.94
Murphy Tractor & Equipment	Street	Supplies	\$ 249.16
NAPA Auto Parts	All	Supplies	\$ 764.32
NB Golf Cars LLC	Golf	Service	\$ 1,676.00
News Printing Company	All	Service	\$ 4,842.22
Newton Apparel	Fire	Service	\$ 49.00
Newton Main Street	SSMID District	Supplies	\$ 336.04
O'Reilly Auto Parts	Fire/Parks	Supplies	\$ 642.89
OverDrive Inc	Library	Supplies	\$ 1,500.00
Parkview Animal Hospital	Animal Control	Service	\$ 1,216.66
Partsmaster	City Garage	Supplies	\$ 108.93
Patterson, Keith	Fire	Service	\$ 1,000.00
Per Mar Security Services	Landfill	Service	\$ 433.17
Petty Cash - Parks	Parks	Service	\$ 21.60
Pitney Bowes	Library	Postage	\$ 266.48
PJ's Deli	Executive	Service	\$ 300.10
Portner, Brad	D&D Program	Service	\$ 190.00
Prairie Ag Supply	Street	Supplies	\$ 400.12
Preferred Pest Control Inc	Library	Service	\$ 350.00
Premier Office Equipment	Police	Service	\$ 85.87
Priority Sanitation	Golf/Parks	Service	\$ 550.00
Quill Corporation	All	Supplies	\$ 292.09
Ray, Randy	Commercial D&D/Parks	Service	\$ 510.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 1,303.50
SchoolLife	Library	Supplies	\$ 142.20
Sign Pro	Landfill	Supplies	\$ 366.00
Smith Quality Rental	Fire/Parks	Rental	\$ 324.00
Spahn & Rose Lumber Co	Street/WPC	Supplies	\$ 63.33
Springer Professional Home Services	Golf/Maytag Pool	Service	\$ 108.00
Stanard & Associates	Police	Service	\$ 57.50
Subway-Hwy 14/S 12 Ave W	Golf	Concessions	\$ 330.00
Target Solutions Learning LLC	Fire	Service	\$ 5,238.37
TEAM Services Inc	Landfill	Service	\$ 2,891.50
Terry, Nicole	Library	Mileage	\$ 16.24
The Police and Sheriffs Press	Police	Service	\$ 17.55
Theisen's	All	Supplies	\$ 1,499.75
Theisen's Marshalltown	Parks/Street/WPC	Supplies	\$ 981.76
Time	Library	Subscription	\$ 15.00
Town & Country Wholesale Co	Golf	Concessions	\$ 1,134.13
Tree Line Works	Administration	Service	\$ 725.00
True Value Hardware	All	Supplies	\$ 679.82
Two Rivers Cooperative	All	Supplies	\$ 6,601.87
Unique Management Services	Library	Service	\$ 50.00
United States Cellular	All	Utilities	\$ 925.24
United Way of Jasper County	Executive	Donation	\$ 500.00
UnitedHealthcare-Recovery	Fire	Reimbursement	\$ 318.73
Utility Equipment Co	Water Pollution Control	Supplies	\$ 1,924.00
Van Diest Supply Co	Parks	Supplies	\$ 1,970.25

Van Maanen Electric Inc	Fire	Service	\$ 288.12
Van Maanen Tree Service	Parks	Service	\$ 1,200.00
Van Wall Equipment	Parks/Street	Supplies	\$ 1,281.39
Volk, Ryan	Fire	Reimbursement	\$ 109.60
Warnick & Reeves Mechanical	City Center/Parks	Service	\$ 627.08
Water Department	Garbage/WPC	Utilities	\$ 10,988.96
Watson Label Products	Library	Supplies	\$ 400.92
Wendling Quarries Inc	Golf	Supplies	\$ 171.16
Windstream	Administration	Utilities	\$ 4,000.00
Wing, Chris	Police	Reimbursement	\$ 20.00
Zimco Supply Company	Golf	Supplies	\$ 1,487.00
Total			\$ 289,428.32

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 46,251.49
AT & T Mobility	NPD	Utilities	\$ 855.40
Black Hills Energy	All	Utilities	\$ 936.73
Doll Distributing	Golf	Concessions	\$ 1,674.44
Dotson, Damon - Reso 2021-037	North Central TIF	Service	\$ 2,800.00
Hamilton Glass - Reso 2020-28/2021-149	City Center/Hometown Rewards	Service	\$ 21,832.00
Hy-Vee	Golf	Concessions	\$ 293.18
Iowa Beverage Systems	Golf	Concessions	\$ 665.40
Johnson Brothers of Iowa	Golf	Concessions	\$ 384.30
Manatts - Brooklyn - Reso 2021-117	Streets	Service	\$ 30,000.00
Mediacom	Golf	Utilities	\$ 11.67
Midwest Inflatables - Reso 2021-11	N Central TIF	Service	\$ 5,000.00
Nada Enterprises LLC - Reso 2021-036	N Central TIF	Service	\$ 5,105.00
Reliant Fire Apparatus Inc - Reso 2021-150	Fire	Equipment	\$ 639,199.00
VerSteegt, Eric - Reso 2021-107	N Central TIF	Service	\$ 550.00
Verizon Wireless	NPD	Utilities	\$ 15.02
Water Department	All	Utilities	\$ 284.13
Windstream	All	Utilities	\$ 1,587.83
Total			\$ 757,445.59

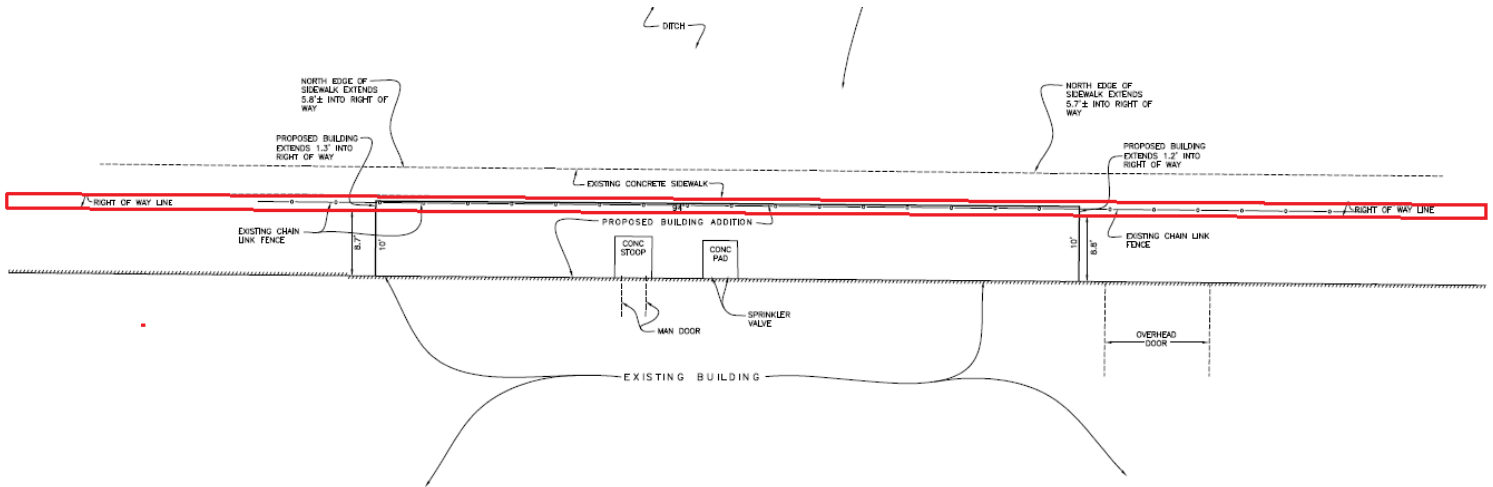
ACH Payments from Great Southern Bank

Advantage Credit Union	All	Insurance	\$ 15,675.00
Bank Iowa	All	Insurance	\$ 6,765.00
Delta Dental	All	Insurance	\$ 9,965.68
Great Southern Bank	All	Insurance	\$ 330.00
Mutual of Omaha	All	Insurance	\$ 8,271.78
Kabel	All	Insurance	\$ 100.00
IA Finance Authority	N Central TIF	Principal/Interest	\$ 12,748.00
IA Finance Authority	WPC	Principal/Interest	\$ 322,070.00
Bank Of Oklahoma	Debt Service	Principal/Interest	\$ 3,222,665.04
Chase Bank	Debt Service	Principal/Interest	\$ 181,115.20
Great Southern Bank	Debt Service	Principal/Interest	\$ 221,330.00
Payroll 4-30-21	All	Payroll	\$ 456,492.22

Payroll 5-15-21	All	Payroll	\$ 436,914.30
Payroll 5-29-21	All	Payroll	\$ 434,679.04
Payroll 6-15-21	All	Payroll	\$ 459,070.61
State Of Iowa	Golf/Park/WPC	Sales Tax	\$ 8,400.00
State Of Iowa GEMT	Fire	GEMT Payment	\$ 8,067.65
Wellmark BC/BS	All	Insurance	\$ 160,601.14
Total			\$ 5,965,260.66



Arcosa informed Staff that the timing of this building addition is crucial to the contract moving forward, so the applicant is requesting that Council waives the 2nd and 3rd readings of this ordinance. Attached to this Council Report is a letter submitted by Arcosa addressed to Newton City Council for review and consideration. Also included is a plot plan showing the proposed addition and the location of the north property line (also seen below with the proposed *approximate* vacated area outlined in red).



Members of the Traffic Safety Committee and Public Works Staff considered the request and shared that they have no concerns with this proposal, as long as Arcosa restores any right-of-way that is disturbed so as to not impede storm water drainage. Arcosa has submitted all required applications and is prepared to begin work immediately if Council chooses to approve the request.

Notice of Proposal: Notice was published in the Newton Daily News in advance of the City Council meeting on June 15th.

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:
Phoenix Newton Industrial Investors LLC, 401 E Kilbourn Ave Ste 201, Milwaukee, Wisconsin 53202

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ASSIGNING OF A PORTION OF
RIGHT-OF-WAY LOCATED IN THE 800 BLOCK OF NORTH 19TH AVENUE
EAST TO PARCEL 0827226003, 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:

PART OF THE NORTHEAST 1/4 OF SECTION 27, T80N, R19W OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE N89°28'45"W 902.79' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE S00°31'15"W 68.69' TO THE PLACE OF BEGINNING; THENCE S00°24'03"W 2.00' TO THE PRESENT ESTABLISHED SOUTH RIGHT OF WAY LINE OF NORTH 19TH AVENUE EAST; THENCE N 89°35'57"W 486.58' ALONG SAID PRESENT ESTABLISHED SOUTH RIGHT OF WAY LINE; THENCE N00°24'03"E 2.00'; THENCE S89°35'57"E 486.58' TO THE PLACE OF BEGINNING, CONTAINING 973 SQUARE FEET MORE OR LESS SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, T80N, R19W IS ASSUMED TO BEAR N89°28'45"W,

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:

Phoenix Newton Industrial Investors LLC (401 E Kilbourn Ave, Ste. 201, Milwaukee, Wisconsin 53202):
PART OF THE NORTHEAST 1/4 OF SECTION 27, T80N, R19W OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE N89°28'45"W 902.79' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE S00°31'15"W 68.69' TO THE PLACE OF BEGINNING; THENCE S00°24'03"W 2.00' TO THE PRESENT ESTABLISHED SOUTH RIGHT OF WAY LINE OF NORTH 19TH AVENUE EAST; THENCE N 89°35'57"W 486.58' ALONG SAID PRESENT ESTABLISHED SOUTH RIGHT OF WAY LINE; THENCE N00°24'03"E 2.00'; THENCE S89°35'57"E 486.58' TO THE PLACE OF BEGINNING, CONTAINING 973 SQUARE FEET MORE OR LESS SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, T80N, R19W IS ASSUMED TO BEAR N89°28'45"W;

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 June 2021

APPROVED this ____ day of June 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



Mayor Michael L. Hansen
Mark Hallman
Dean Stonner
Craig Trotter
Steve Mullan
Evelyn George
Randy Ervin

101 W 4th Street
Newton Iowa 50208

This is to request a vacation of 2 feet of the right of way on the South side of 19th Avenue East and permit to build a 10 foot extension to the North end of the leased Phoenix building formerly known as Maytag Plant 2. The building will be completely South of the existing sidewalk. This will align the North end of the plant South of the line of the adjacent Van Maanen's North end of their building.

Arcosa is planning a \$2 million in improvements into their only leased facility for producing Wind Towers. We will need to expand the building selectively to the North and South to allow Arcosa to be able to build the next generation of wind towers. Arcosa had requested a variance to extend the leased building 10 feet North of the existing building. That variance was granted. Key people involved in this project have changed as a result of other opportunities. A new survey has located that the South edge of the right of way is not at the existing sidewalk, fence, or inline with an adjacent building. The survey line has been located at 8.7 feet from the building. That location does not match what is shown on the accessors map, nor expectations of the edge of the right of way.

It is necessary to expedite the process as Arcosa needs to sign a contract to produce the new towers. The new towers will not fit in the existing plant. To that end, Arcosa is requesting the waiving of the second and third reading of the vacation of the right of way.

Thank you.

Bruce Janvrin

Mechanical Engineer

641-791-3741

City of Newton Council Report

Item: Resolution Approving Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Cardinal Ridge Subdivision

Summary: The second amendment addresses the topics of fences, pets, and outbuildings.

Financial Impact: None.



Report Number: 21-170

Date: June 21, 2021

Lead Department:
Community Development

Recommendation:
Approval

Background: Cardinal Ridge Subdivision, originally platted by the City of Newton to spur housing construction in the community is nearly built out. It has come to the City's attention that there is a desire to amend the covenants for the development on the matters of fences, pets and outbuildings providing amended rules for the single family style homes and generally retaining the existing rules for the duplex style homes. The changes align with typical ways in which persons living in single family style homes differ from the ways in which persons living in bi-attached homes inhabit those properties.

Fences: Those living in the single family homes (Lots 8-15) fences may be constructed beyond the deck or patio areas of the living units and all fences shall be approved by Architectural Review Committee. There are design considerations such as materials, consistency of color, and direction of fence faces. For the other properties (Lots 1-7), fences are limited to privacy and decorative fences around the decks or patios of the living units.

Pets: Lots 8-15 would be allowed to have their dogs, cats or other usual household pets to be bred as long as not for commercial purposes. No change in rules for the other properties.

Outbuildings: No changes for the bi-attached properties (Lots 1-7). However, the single family properties (Lots 8-15) would be allowed 1 accessory structure such as a garden shed provided it is not in front of the dwelling and not located within 20 feet of the rear lot line or as the minimum distance established by zoning (whichever is more restrictive).

City approval of the covenant changes is required until the City has sold all of its lots, which has not yet happened.

Recommendation: Staff recommends approval of the Resolution and attached Amendment to the Declaration of Covenants, Conditions and Restrictions.

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 APPROVING SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE CARDINAL RIDGE SUBDIVISION**

WHEREAS, the City developed Cardinal Ridge Subdivision and currently owns property within said subdivision; and

WHEREAS, in accordance with Resolution 2017-208, a Declaration of Covenants, Conditions and Restrictions for the Cardinal Ridge Subdivision was filed with the Jasper County Recorder's office on September 19, 2017 and subsequently amended in 2019 with Resolution 2019-242; and

WHEREAS, it is desirable to amend the Declaration of Covenants for second time on the matters of fences, pets and outbuildings

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

That the attached Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Cardinal Ridge Subdivision on the matters of fences, pets and outbuildings is hereby approved and the Mayor and City Clerk are authorized to execute the amendment documents.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave, Suite 103, Des Moines, IA 50312 (515) 279-9059

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Amendment”) is dated this _____ day of _____, 2020 and made by GROUND BREAKER HOMES, LLC., an Iowa limited liability company, Declarant of the Declaration of Covenants, Conditions and Restrictions recorded September 19, 2017 as **Instrument No. 2017-00005699** and amended by **Instrument No. 2020-00000502**, all in the office of the Recorder for Jasper County, Iowa (the “Declaration”) and by the CITY OF NEWTON, an Iowa municipality (the “City”).

WHEREAS, pursuant to the Declaration, Declarant and the City established and placed certain covenants, conditions, restrictions, reservations and easements on the following described real estate (the “Properties”):

Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Cardinal Ridge Subdivision
Amended Plat 1, an Official Replat in the City of Newton, Jasper County, Iowa.

WHEREAS, Article XIV, Section 7 of the Declaration grants to Declarant the right to amend the Declaration without approval by the other Owners so long as Declarant has any ownership interest in the Properties.

WHEREAS, until the City has sold all of its Lots, any amendment to the Declaration shall require the written consent of the City.

WHEREAS, William J. Talsma, Trustee of the William J. Talsma Trust No. 1 and GeorgAnne Talsma, Trustee of the GeorgAnne Talsma Trust No. 1 confirmed prior written approval of the Declaration by Affidavit recorded December 7, 2018 as **Instrument No. 00006949** in the office of the Recorder for Jasper County, Iowa.

WHEREAS, both Declarant and the City own Lots subject to the Declaration.

NOW, THEREFORE, pursuant to the authority described in the Declaration, Declarant and the City hereby amend the Declaration as follows:

1. All provisions relating to **fences** contained within the Declaration are hereby amended so that the following restrictions and obligations shall control in lieu thereof:

No fence shall be constructed on any Lot without prior approval from the Architectural Review Committee.

For Lots 1, 2, 4, 5, 6 and 7 of the Properties, fences shall be limited to privacy or decorative fences located around the decks or patios of the Living Units, which use thereof shall be subject to the rules and regulations of the Association. Any other fence constructed on the Lots by Declarant or by the Association shall be maintained by the Association. Each such Lot shall be burdened with an easement for the fence constructed by Declarant or the Association for maintenance by the Association.

For Lots 8, 9, 10, 11, 12, 13, 14 and 15 of the Properties, all fences shall be either wood, black vinyl coated chain link, PVC vinyl or other material approved by the Architectural Review Committee as being acceptable fencing. Except for dog runs, no chain link fence shall be permitted unless it is black vinyl coated. All fence boards, fabric and screening material shall be mounted on the exterior face of the fence posts or fence framing. All components of the fence constructed on a Lot, including posts, framing and screening, shall be of matching material and color. No fences may be built or maintained within the front building setback areas as shown on the Plat and no fences shall be built or maintained in front of the front line of the dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance.

2. Article XIII, Section 5(b) relating to **pets** as contained within the Declaration shall apply only to Lots 1, 2, 4, 5, 6 and 7 of the Properties, and the following shall apply only to Lots 8, 9, 10, 11, 12, 13, 14 and 15 of the Properties:

No livestock, poultry or other animals of any kind shall be raised, bred or kept in any Lot except that dogs, cats and other usual household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. No exotic, dangerous or vicious animals shall be allowed. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling, and dog runs must be located at the rear of the dwelling. Dog runs must be completely screened or otherwise hidden from view from any other Lot and from all streets. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

3. Article II, Section 1(F) relating to **outbuildings** as contained within the Declaration

shall apply only to Lots 1, 2, 4, 5, 6 and 7 of the Properties, and the following shall apply only to Lots 8, 9, 10, 11, 12, 13, 14 and 15 of the Properties:

Each Lot may have no more than one (1) customary and traditional accessory structure or outbuilding (other than a dwelling or the attached garage) such as a tool shed, storage shed, garden shed, greenhouse, or other similar improvement. The accessory structure shall not extend farther than the front line of the dwelling extended to the side Lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, or as the minimum distance established by the zoning ordinance of the City, or as the minimum distance established in the Plat as recorded, whichever is the more restrictive.

4. Except as expressly amended hereby, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first hereinabove written.

DECLARANT:

GROUND BREAKER HOMES, LLC,
an Iowa limited liability company,

By: Steve Bruere
Steve Bruere, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on September 17, 2020, by Steve Bruere as Manager of Ground Breaker Homes, LLC.

By: Kalen Ludwig
Notary Public



IN WITNESS WHEREOF, the City has caused this Amendment to be executed as of the date first hereinabove written.

CITY:

CITY OF NEWTON, IOWA,
a municipal corporation

By: _____
Michael L. Hansen, Mayor

Attest:

By: _____
Katrina Davis, Clerk

STATE OF IOWA, COUNTY OF JASPER:

This record was acknowledged before me on _____, 2020, by Michael L. Hansen and Katrina Davis as Mayor and Clerk, respectively of the City of Newton Iowa.

By: _____
Notary Public

City of Newton Council Report

Item: Resolution selecting MSA Professional Services, Inc. as the Comprehensive Plan consultant and authorizing payment for consulting services.

Summary: The current comprehensive plan is nearly 10 years old. In order to effectively respond to citizen needs and desires now and into the future, a complete re-write of the comprehensive plan is needed

Financial Impact: \$56,000 from Executive General Fund Budget



Report Number: 21-171

Date: June 21, 2021

Lead Department:
Community Development

Recommendation:
Approval

The City of Newton received five proposals for the comprehensive planning project from:

- MSA Professional Services, Inc.
- Bolton & Menk
- RDG Planning and Design
- McClure
- Houseal Lavigne
- Confluence

A total budget of \$60,000.00 is available for the project, which comes from bond funds (\$50,000) and the Rural Housing Readiness grant (\$10,000).

A team of City staff members evaluated the proposals based on firm experience, approach to the project, proposed timeline, compatibility with City's budget, and familiarity with Newton and Central Iowa.

Two firms rose to the top during consideration- MSA Professional Services, Inc. and Bolton & Menk. Because a part of the funding for the comprehensive plan project includes grant funds from the Rural Housing Readiness program, MSA Professional Services, Inc. is ultimately recommended by staff due to the firm's past experience with that specific program. (Bolton & Menk proposed to subcontract the housing portion of the project.)

MSA Professional Services, Inc. submitted a total project cost of \$56,000.00

Recommendation: Staff recommends approval of the Resolution.

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 SELECTING MSA PROFESSIONAL SERVICES, INC. AS THE COMPREHENSIVE PLAN CONSULTANT AND AUTHORIZING PAYMENT FOR CONSULTING SERVICES

WHEREAS, Newton's Future: A Comprehensive Plan was adopted in 2012; and

WHEREAS, nearly ten years has passed since the plan's adoption and dynamics in the community have evolved; and

WHEREAS, City Council set a goal of preparing a new comprehensive plan; and

WHEREAS, City of Newton received proposals from six qualified firms; and

WHEREAS, MSA Professional Services, Inc. has strong comprehensive planning experience, has experience with IEDA's Rural Housing Readiness Grant Program, has proposed a desirable project timeline, and has proposed a project cost that aligns with the project budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that MSA Professional Services, Inc. is selected to serve as the comprehensive plan consultant for a fee of \$56,000.00 to be paid for with 2021 Bond Funds and the Rural Housing Readiness Grant Funds.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



PROPOSAL TO PROVIDE Comprehensive Plan Update

Prepared for:

City of Newton, IA
June 4, 2021



Proposal to Provide:
COMPREHENSIVE
PLAN UPDATE

June 4, 2021

**Brian Dunkelberger,
City Planner
Erin Chambers,
Director of
Community
Development**
403 W. 4th St. N.,
Ste. 501
Newton, IA 50208

WE BELIEVE:

Diverse options are essential to healthy, thriving communities, and we believe that local government plays an important role in planning for and guiding investment.

WE CAN:

Help you understand your market, offer realistic options for local action to meet change in demand, and facilitate discussions on policy and implementation options in your community.

Dear Brian and Erin,

As the City of Newton continues to grow and thrive, you have recognized the need to update the City's Comprehensive Plan. We understand the desire for this to be a "Community Plan" and that a coordinated planning effort with realistic steps to follow is key to continuing to attract investment and growth.

MSA's Planning + Design Studio's success completing similar projects shows that we will effectively manage our resources, formulate innovative yet practical strategies, and maintain consistent communication throughout the project. We understand that the City's Comprehensive Plan update presents unique challenges, and we will collaborate with necessary stakeholders to ensure that the resulting plan suits Newton's needs. MSA will lead the development of a plan for your community, with the goal of crafting a final plan and facilitating a planning process that:

- Executes a diverse level of participation that interactively engages the community, identifies critical issues, and utilizes traditional and innovative methods, including customized engagement activities.
- Analyzes demographic, economic, and physical conditions.
- Examines community land use and promotes future growth.
- Results in an all-encompassing plan that examines potential opportunities and challenges, then makes recommendations for action that will improve quality of life in Newton by addressing land use, housing, community character, mobility, recreation, infrastructure, economic resiliency and growth.
- Coordinates with the community to develop an implementation plan for immediate and long-term success, recommending an annual, citywide review process that allows the community to adapt to changing conditions while implementing the plan.

The City of Newton will benefit from our MSA advanced ability to utilize ArcGIS and ArcGIS Online, including Story Maps, ArcGIS Hub, and Adobe Creative Suite to deliver a planning process and final plan that is relatable, useful and utilizes graphics to portray the vision for Newton that can be updated over time. As multidisciplinary municipal consultants, we constantly work with boards, supervisors, officials, councils, commissions, planners, engineers, administrators, public works directors, staff and residents to share and present information clearly, as well as provide purposeful planning products that meet future needs. Our team is committed to making this project a success.

We look forward to the opportunity to provide the next step and help meet the comprehensive planning needs in your community!

Sincerely,
MSA Professional Services, Inc.



**Shannon Gapp, AICP, ASLA
Project Manager**

MSA PROFESSIONAL SERVICES, INC.
1555 SE DELAWARE AVENUE, SUITE F, ANKENY, IA 50021

Contact: Shannon Gapp, AICP, ASLA
Phone: (515) 635-3408
Email: sgapp@msa-ps.com
Website: www.msa-ps.com



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OUR PURPOSE:

ENABLING PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.
IN EVERY PROJECT. IN EVERY PLAN.

WHO WE ARE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

HISTORY

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of approximately 350 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

OWNERSHIP

Our professionals think like owners because they are owners. When you partner with MSA, your team will be comprised of individuals who are invested in your success and committed to a high standard of performance. We're proud to be 100% employee owned.

TEAM

Our 350+ planners, landscape architects, engineers, architects, surveyors, funding specialists, and environmental professionals are dedicated to your success. While you know the faces behind your projects, we are a team that works as one to support our clients. When you work with MSA, you're not just working with individuals—you're working with all of us.

RECOGNITION

Since 2010, we've been recognized throughout the Midwest with more than 63 industry awards. And, we're just getting started. When you partner with MSA you know you're in good hands.

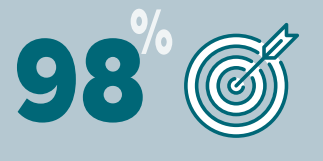
POSITIVE IMPACT

Finding funding for projects is what we do. We know projects and plans are no good to you if they don't work toward implementation. We get creative. And, it's led to securing over \$500 million in grants and low-interest loans to offset costs for our partner communities.

CLIENT EXPERIENCE

The pillar of our success is seeing our clients succeed. The graphic on the right shows the percentage of clients who say MSA met or exceeded their expectations based on the following categories.

ACCURACY



HELPFULNESS



QUALITY



RESPONSIVENESS



SCHEDULE



SCOPE and FEES





PLANNING AND DESIGN STUDIO

At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. Our Planning + Design Studio features certified planners, licensed landscape architects, housing experts, and funding specialists. Our passion is helping communities thrive through creative visioning and practical implementation. We value equity, inclusion and sustainability.

Members of our studio regularly give presentations on various planning topics at state and national conferences. The professional planners that comprise the Studio have helped hundreds of communities and private organizations define their vision, obtain funding, and implement the improvements they seek. And, because our planners are part of a multi-disciplinary firm, they are able to engage our professional engineers and architects in the planning processes to aid our clients in developing sustainable, implementable plans.

CORE SERVICES

Below is a sample of the services that MSA's Planning + Design Studio can offer.

- Capital Improvement and Strategic Plans
- **Comprehensive Plans**
- Zoning: Ordinance Creation, Code Rewrites, Development Regulations and Zoning Administration
- Community Blight Studies
- Cooperative Boundary Agreements
- Economic Development: Market Analysis, Tax Increment Financing, Feasibility Studies
- Funding: Grant Writing, Grant Administration, Fundraising
- Housing Studies: Analysis of Impediments to Fair Housing, Market Analysis
- Impact Fee Studies
- Landscape Architecture
- Park and Recreation Planning: Park Master Plans, Comprehensive Outdoor Recreation Plans, ADA Studies
- Public Engagement
- Redevelopment Studies: Downtown, Neighborhood, Corridor, and Site Planning
- Transportation Planning: Bicycle + Pedestrian Plans, Safe Routes to Schools Plans, Access Management Studies
- Urban Design: Wayfinding, Streetscaping, and Design Standards



PLANNING & LANDSCAPE ARCHITECTURE

MSA has specialists in all areas of community planning, urban design and economic development. Our award-winning planners work to understand the challenges our clients face and help them develop sustainable, implementable plans to provide guidance in overcoming those hurdles.

- Comprehensive Planning
- Neighborhood and Corridor Planning
- Park and Recreation Planning
- Downtown Revitalization
- Housing
- Economic Development
- Capital Improvement and Strategic Planning
- Public Administration
- Urban Design
- Transportation Planning

FUNDING

Our funding experts excel at coordinating grant and loan applications, and fulfilling the requirements of various agencies to help our clients turn project ideas to reality.

- Tax Increment Financing (TIF)
- Grant Writing
- Grant Administration
- Project Financing
- Stormwater Utility Studies and Creation

ENGINEERING

We know the key to strong communities is the happiness of their residents and the health of their economies. MSA focuses on working alongside public and private clients to achieve both these ends by designing and constructing projects that solve age-old problems and encourage new development.

- Street and Utility Design and Reconstruction
- Potable Water Supply, Treatment and Distribution
- Wastewater Collection and Treatment Systems
- Stormwater Management
- Park and Recreational Space Design
- Site and Land Development Civil Design
- Airport Planning and Design
- Agricultural Engineering
- Bridge Design and Construction
- Traffic Planning and Engineering
- Real Estate Acquisition

ARCHITECTURE

From intricate historical restorative projects to high-rise programming and design, our team of architects aspires to design buildings that enrich the lives of our clients and enhance their futures.

- Architectural Design
- Mechanical, Electrical and Plumbing Design
- Building Planning and Feasibility Studies
- Park, Recreation and Aquatic Facility Design
- Programming and Space Planning
- Site/Building Evaluation
- LEED® and Sustainable Design

SURVEYING

MSA's surveyors have the resources and expertise to efficiently and accurately complete fieldwork and to provide high-quality survey documents.

- Land Surveys (Boundary Location or Establishment)
- Subdivision Surveys
- Topographical Surveys for Development Projects
- Redevelopment/Streetscape Surveys
- Infrastructure/Facility Design Surveys
- Utility Surveys
- Flood Elevation Surveys
- Construction Staking
- Control Surveys for Environmental Assessments
- ALTA/NSPS Land Title Surveys
- Mobile and Web-Based GIS Development

ENVIRONMENTAL SERVICES

MSA's environmental scientists and technicians help communities identify and clean up contamination. We understand regulatory requirements and have built critical relationships with regulatory agencies.

- Phase I and II Environmental Site Assessments
- Wetland Design, Delineation, Restoration and Permitting
- Brownfield Site Development
- Asbestos, Lead and Mold Inspection/Remediation
- Spill Investigation and Remediation
- Solid and Hazardous Waste Management
- Permitting and Planning
- NPDES Compliance, Adaptive Management Plans, and Nutrient Trading

AWARDS

OVER 20 AWARD-WINNING PROJECTS AND COMMUNITIES SINCE 2010.

MSA's Planing + Design Studio has received awards on the local, regional, state and national levels for the work we do, the problems we solve, and the excellence for which we strive. As our client, you reap the benefits of our innovation-driven culture. It is our philosophy that these awards do not belong on our shelves; they belong in the hands and in the centers of the communities who are positively impacted.

Accolades Include:

ASLA WI Analysis & Planning

Clean Lakes Alliance

APA STaR Award National

MKE Daily Reporter - Top Project

APA STaR Award - Vernon Denines Merit Award

APA IA Daniel Burnhamn - Comprehensive Plan

ACEC IA Engineering Achievement Award

ACEC IA Engineering Achievement Award

ACEC WI Engineering Achievement Award

ACEC IA Award

APWA WI Public Works Project of the Year Award

APWA WI Small Cities Project of the Year

APWA WI Small Cities Project of the Year

SOBA - Small Access Award

ASCE Central IL - Outstanding Civil Engineering Achievement Award

APA IA - Innovation in Economic Planning & Development

APA IA - Planning

ACEC IA - Special Projects Category

ASCE Central IL - Outstanding Civil Engineering Achievement Award

ACEC WI Engineering Achievement Award

APA IA Urban Design Award

APA IA Grassroots Initiative Award

APWA WI Public Works Project of the Year Award

SOBA - Small Access Award

MN Concrete Council

Ellen Kort Peace Park

Warner Beach Design

La Crescent Downtown Vision & Strategic Plan

New Lisbon Prison Screening Station

Mullet River Corridor Study

City of Hiawatha 2036 Comprehensive Plan

Phase I & II Beaver Drive Overlay

Cascade WWTF Upgrade

Erb Park & Swimming Pool

Dubuque Green Alleys

State Street, Madison WI

Kronenwetter Stormwater & Groundwater Improvements

Arrowhead Industrial Park Redevelopment

Boyce Drive Boat Landing

Danvers Water System Improvements

Solon Iowa Comprehensive Plan

Story County C2C Plan

Elkader Riverfront Concept

Skyline Tower (519 E. Green)

Wautoma Sanitary Sewer Rehabilitation

Guthrie Center Downtown Revitalization Plan

Des Moines Redevelopment Plan for the Birdland Area

Revitalization of the City of Mauston's Riverside Park

Townline Boat Landing

City of Duluth East Interceptor SSO Facility @ Canal Park



Appleton, WI Ellen Kort Peace Park

2018 ASLA Wisconsin Award for Analysis and Planning



Sparta, WI South Pointe Business Park

2020 ACEC WI Engineering Excellence Award - State Finalist



Tomah, WI Downtown Master Plan

2019 APA Small Town and Rural Planning Division



Fitchburg, WI Forest Edge Elementary School

2020 Focus on Energy Electrical Engineering Award



Park Falls, WI STH 182 Bridge

2019 ACEC WI Engineering Excellence Award - Best of State



Cascade, IA WWTF Upgrade

2017 ACEC IA Engineering Achievement Award

La Crescent, MN Downtown Vision & Strategic Plan

2018 APA Small Town and Rural Planning Division



Plymouth, WI Mullet River Corridor Study

2017 APA Small Town and Rural Planning Division



Appleton, WI Erb Park & Pool

2017 ACEC WI Engineering Achievement Award



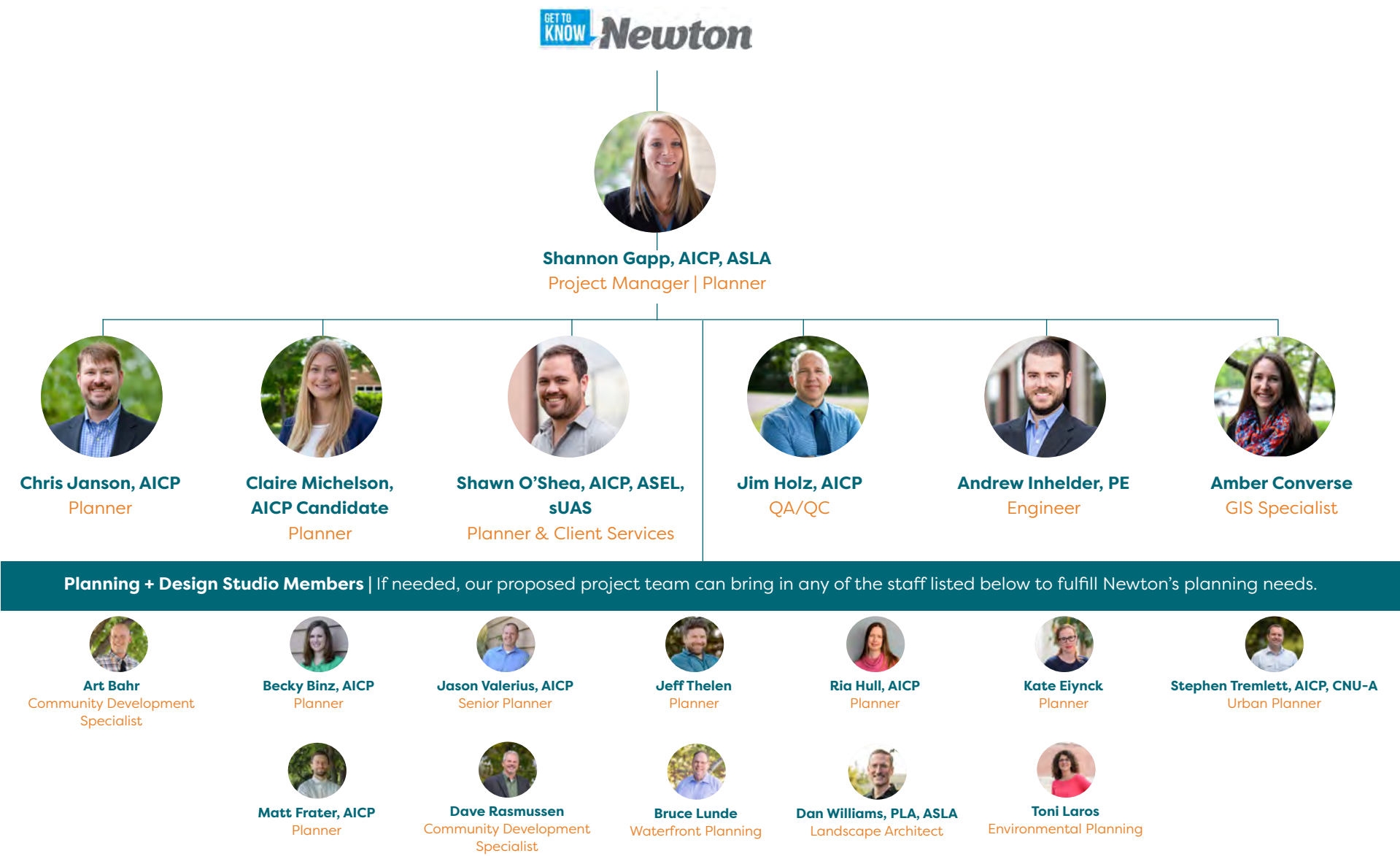
Hiawatha, IA 2036 Comprehensive Plan

2017 APA Iowa Daniel Burnhamn - Comprehensive Planning Award



ORGANIZATIONAL CHART

Our team is staffed to handle the needs of your projects. We are a group of experienced planners and landscape architects backed by more than 350 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **Specifically for this project, we have chosen a team that reflects the needs for this project, including familiarity with similar-sized projects, and the expertise to explore all viable alternatives.**



Shannon Gapp, AICP, ASLA

PROJECT MANAGER | PLANNER

Shannon will be responsible for the everyday coordination and communication with the City and residents. She will also be responsible for project coordination and project management of the Comprehensive Plan.

Shannon is dedicated to creating equitable, healthy, sustainable and resilient communities. As both a project planner and landscape designer, she understands how planning principles inform the built environment. This connection drives holistic solutions that, above all, improve the quality of life for residents. Shannon's strong work ethic, dedication, the ability to learn quickly, strong written and oral communication skills, effective planning and prioritization skills and commitment to teamwork make her an asset to project teams across MSA.

EDUCATION

MLA, Landscape Architecture
Iowa State University

B.S. Community and Regional
Planning
Iowa State University

CERTIFICATIONS

American Institute of Certified
Planners

AFFILIATIONS

American Society of Landscape
Architects

AREAS OF EXPERTISE

- Comprehensive Planning
- Parks & Recreation Planning
- Wayfinding
- Community Visioning
- Landscape Architecture
- GIS Analysis Mapping
- Plan Document Design
- Community Engagement

SELECTED PROJECT EXPERTISE

Norwalk Greenways Master Plan | Norwalk, IA*

Served as planner and landscape designer for the Norwalk Greenways Master Plan, which serves as a guiding document for connecting trails, sidewalks and greenways throughout the community. Tasks included data collection, community input, inventory mapping, needs assessment, recommendations, implementation planning, and overall planning materials including branding and document design.

Wayfinding Master Plan | Marshalltown, IA*

Served as planner and landscape designer for the Wayfinding Master Plan, by which the City of Marshalltown executed a planning process with the goal of improving wayfinding signage opportunities throughout the community. Tasks included project research and background, theme development, visual preference survey and wayfinding questionnaire, destination mapping, wayfinding signage design, costs summary, and signage location matrix.

Comprehensive Plan | Story County, IA | APA-IA Award Recipient*

Subconsultant on the MSA-led Cornerstone to Capstone (C2C) Plan. Tasks included the development of the land use chapter, preservation of parks and recreation chapter, public meeting materials, community engagement, and plan maps.

Gray's Lake Vision for the Future | Des Moines, IA | ASLA-IA Award Recipient*

Served as a planner and associate ASLA for the Gray's Lake Historical Review and Vision for the Future. Task included a summary of past Gray's Lake Plans, analysis of existing conditions, review of case studies, a multi-phase conceptual design study, PowerPoint presentations, design recommendations, and overall document creation and design.

*Denotes experience prior to MSA.



Chris Janson, AICP
Planner

Chris will oversee all aspects of the planning services provided to the City of Newton, including quality assurance and quality control review of processes and documents.

Chris serves as a senior project planner for MSA's Planning + Design Studio. In this role, he focuses on serving municipal clients in the areas of project management, comprehensive planning, zoning administration, development review, funding administration, GIS mapping, and plan implementation. Chris has more than 15 years of experience as a land use planner with planning offices in Iowa, Illinois, Nebraska and Minnesota.

Education

B.S., Community and Regional Planning | Iowa State University

Certifications

American Institute of Certified Planners
Chapter Development Co-Chair on the Iowa Chapter of the
American Planning Association Board of Directors

Selected Project Experience

Comprehensive Plan | Story County, IA | APA-IA Award Recipient 2016

Led the planning team and public engagement process for the Story County Cornerstone to Capstone Plan.

Hastings Comprehensive Plan | Hastings, MN

Managed the creation and all elements of the 2040 Hastings Comprehensive Plan.

Comprehensive Plan Update | Ellis County, KS

Assisting Keith Marvin of MPC with GIS mapping and public engagement for the update of the Ellis County Comprehensive Plan.

Future Land Use Plan Update | Somerset, WI

Updated the future land use plan and map for the Village of Somerset, WI.



Claire Michelson, AICP Candidate
Planner

Claire will assist with community engagement and plan deliverables.

Claire serves as a project planner for MSA's Planning + Design studio and has worked on a variety of engineering and planning-related projects. Claire has experience in facilitating public engagement activities, site development review, zoning review and administration, ordinance development, GIS map creation, and grant funding and writing. She assists with planning projects in a variety of capacities and is passionate about community engagement and the connections that she makes with communities, helping them become better places to live, work and play.

Education

B.S., Community and Regional Planning | Iowa State University

Certifications

American Institute of Certified Planners - Candidate

Selected Project Experience

Comprehensive Plan | Thomson, MN

Led the public engagement section of the plan. Kept communication with the client throughout the process to keep them up to date, and participated in community outreach, pop-up events and other meetings to engage the full spectrum of community members, summarizing feedback gathered into the plan.

Florence Township Zoning Assistance Administration | Florence Township, MN

Assisted the Township Board of Supervisors and the Planning and Zoning Commission with zoning reviews. Wrote and created new, user-friendly zoning applications.

Shafer Zoning Assistance and Administration | Shafer, MN

Assisted in reviewing zoning applications for the City and created user-friendly zoning process checklists for City staff and officials.

Zoning Assistance and Planning Services | Pine City, MN

Developed and wrote the Solar Ordinance for the City, and provides ongoing zoning review and services.



Shawn O'Shea, AICP, ASEL, sUAS
Planner

Shawn will assist with planning components, mapping, and imagery for the plan.

Shawn has been involved in an array of planning projects in Iowa and Illinois. His experience includes grant writing and administration, comprehensive planning, public engagement, community design, GIS analysis and mapping, and land use planning.

Education

MCRP - Community Regional Planning | Iowa State University
B.A., Political Science | University of Iowa

Certification

AICP (American Institute of Certified Planners)
Airplane Single Engine Land, ASEL
Small Unmanned Aircraft Systems, sUAS

Selected Project Experience

Comprehensive Plan | Story County, IA | APA-IA Award Recipient 2016

Created the document template and assisted with public engagement on the Cornerstone to Capstone (C2C) Plan.

Comprehensive Plan | Solon, IA | APA-IA Award Recipient 2016

Managed the creation of a comprehensive plan for the City of Solon.

Zoning and Subdivision Ordinance Updates | Baxter, IA

Worked with the City of Baxter to update their zoning code and subdivision regulations.

Washington County Regional Trails and Recreation Plan | Washington County, IA

Assisted with public engagement and provided aerial photography services for the planning process.

Comprehensive Plan Update | Hiawatha, IA | APA-IA Award Recipient 2018

Managed the creation of a comprehensive plan update for the City of Hiawatha.



Jim Holz, AICP
QA/QC

Jim will provide QA/QC for the Comprehensive Plan.

Jim has been involved in all aspects of community development projects, including the conception, financing and implementation of planning efforts. While at MSA, he has secured more than \$14 million in grant funding for our community clients.

Education

B.S., Geography/Land Use Planning
Northern Arizona University-Flagstaff, AZ

Certifications:

American Institute of Certified Planners (AICP)

Selected Project Experience

- Comprehensive Plan, Solon, IA *APA-IA Award Recipient 2016*
- Comprehensive Plan, Welton, IA
- Community-Wide Survey, Strawberry Point, IA
- Community Survey and Mapping, Oxford Junction, IA
- Comprehensive Plan, Keota, IA
- Community-Wide Survey, Wheatland, IA
- Comprehensive Plan, Elgin, IA
- Downtown Master Plan, Dubuque, IA
- Urban Renewal Plan, Donahue, IA
- Comprehensive Plan, Donahue, IA
- Urban Renewal Plan, Asbury, IA
- Strategic Planning, Albany, IL
- Strategic Planning, Grand Mound, IA
- Strategic Planning, Keithsburg, IL
- Comprehensive Plan, Central City, IA
- Neighborhood Stabilization Plan, Oelwein, IA
- Downtown Revitalization Program, Guthrie Center, IA



Andrew Inhelder, PE
Project Engineer

Andrew will assist in this planning effort as Project Engineer.

Andrew has been a project municipal engineer on a wide variety of municipal roadway construction and reconstruction projects. His expertise includes project planning and design, preparation of construction plans and drainage reports, construction phase services and coordination of municipal utilities. He has extensive experience with the design of street corridor sections, including roadway construction, reconstruction, traffic control and associated municipal utilities, including storm sewer, sanitary sewer and water main improvements.

Education

B.S., Civil Engineering | Iowa State University

Registration

Professional Engineer, IA

Selected Project Experience

Strategic Plan | Prairie City, IA

Worked with the City of Prairie City and residents to prepare a five-year strategic plan. Facilitated public outreach & City Council workshops to provide input and direction for the strategic plan for the City.

GIS/GPS Collection | Prairie City, IA

Project included collection of City owned infrastructure including: water distribution, storm sewer, and sanitary sewer. Assisted in the development & implementation of mobile & web GIS applications for the City.

Water System Study | Prairie City, IA

Project manager responsible for review and implementation of a water system study of the distribution system with the City. Project included modeling of the existing water system and identification of improvement projects.



Amber Converse
GIS Specialist

Amber will provide GIS, mapping and graphic services as needed.

Amber is a geographic information systems (GIS) professional with 11 years of experience. She is a member of MSA's water resources engineering team and integral to all our work on all stormwater modeling projects, utilizing GIS technologies for data handling in the development of modeling input and processing of output. Amber is formally educated as an environmental scientist and has used her training at MSA as the principal author of two large-scale watershed management plans. Additionally, she is skilled in the selection of sites and the installation and operation of rain gauging and flow monitoring equipment.

Education

M.S., Environmental Science, University of Virginia

B.S., Chemistry, Macalester College

Selected Project Experience

- Upper Cedar River WMA Watershed Plan Development, IA
- Neighborhood Drainage Improvement Plan, Alburnett, IA
- Althaus Channel Restoration Design, Asbury, IA
- Neighborhood Drainage Improvement Plans, Asbury, IA
- Catfish Creek Restoration Project, Dubuque, IA
- Stormwater Master Plan, Garnavillo, IA
- Bishop Street Drainage Improvement Design, LaPorte City, IA
- Royal Ridge Subdivision Drainage Investigation, Raymond, IA
- URRWMO Watershed Plan Development, Anoka County, MN



PLANNING EXPERIENCE

URBAN DESIGN | COMPREHENSIVE PLANNING | NEIGHBORHOOD PLANNING

MSA's Planning + Design Studio is an award-winning team with expertise in market analysis, stakeholder engagement and urban design. We help our clients identify opportunities and resolve barriers to positive change - this includes large to small communities and private developers.

ADDITIONAL RECENT PROJECT EXPERIENCE

COMPREHENSIVE PLANNING

- City of Central City, IA
- City of Hiawatha, IA
- City of Norwalk, IA
- City of Williamsburg, IA
- City of Burlington, IA
- Story County, IA
- City of Gilbert, MN
- City of Lexington, MN
- City of Oak Grove, MN
- City of Hastings, MN
- City of La Crescent, MN
- City of Dassel, MN
- City of David City, NE

HOUSING STUDIES AND PLANS

- City of Monticello, MN
- City of Marshfield, WI
- City of Stevens Point, WI
- City of Sheboygan, WI
- City of Green Bay, WI

NEIGHBORHOOD/CORRIDOR PLANNING

- City of Baraboo, WI
- City of Des Moines, IA
- City of Fitchburg, WI
- City of River Falls, WI
- City of Sun Prairie, WI
- City of Wilton, IA

AREA PLANS/CONCEPTS

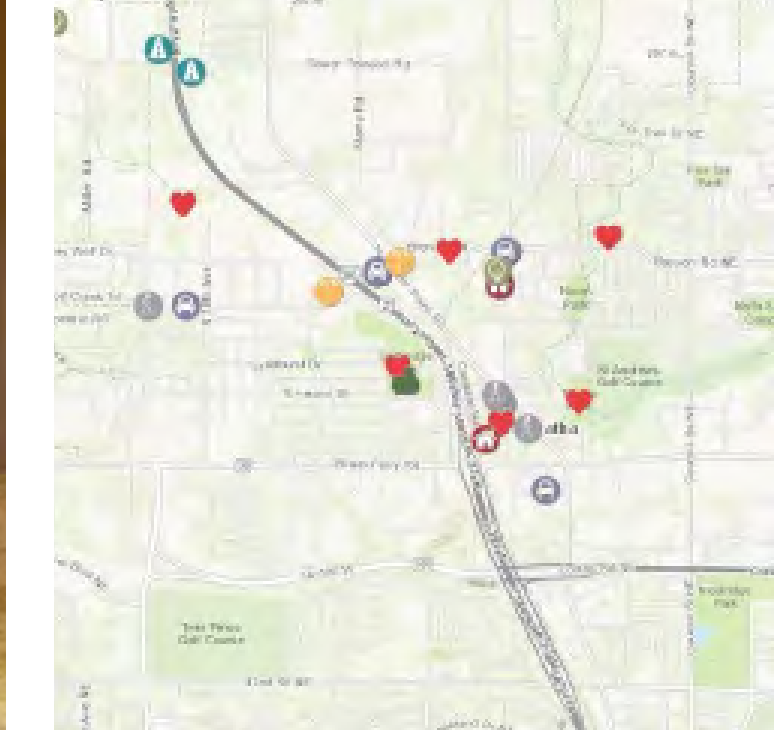
- City of Abbotsford, WI
- Village of Pardeeville, WI
- Village of Somerset, WI

ON-GOING PLANNING SERVICES

- City of Oak Grove, MN
- City of Lexington, MN
- Florence Township, MN
- City of Shafer, MN
- City Pine City, MN

DOWNTOWN PLANNING

- City of La Crescent, MN
- City of Clinton, IA
- City of Solon, IA
- City of Tomah, WI
- City of Tuscola, IL
- City of Verona, WI



Hiawatha Comprehensive Plan
PUBLIC SURVEY
& MAPPING TOOL
Hiawatha
2036

The Hiawatha Comprehensive Plan
Survey is available now until June 1st!
The survey can be taken at:
<https://www.surveymonkey.com/t/HiawathaPlan2036>
The mapping tool link can be found at www.hiawathaplan.com
or on the Hiawatha City Website at www.hiawatha-iowa.com
For more information on this process, project updates and a link to this survey or mapping tool
please visit the
Hiawatha Comprehensive Plan Website at:
www.hiawathaplan.com

MSA
Hiawatha!

HASTINGS, MN

COMPREHENSIVE PLAN UPDATE

DATES OF SERVICE

2018-2020

REFERENCE CONTACT

Justin Fortney | City Planner

City of Hastings | City Hall

101 4th Street East

Hastings, MN 55033

Direct: (651) 480-2381

Jfortney@hastingsmn.gov

The City of Hastings, Minnesota, (pop.22,700) is located in Dakota County, southeast of Saint Paul in the Minneapolis Saint Paul Metropolitan Statistical Area. The City is along the Mississippi River and a Metropolitan Council-designated emerging suburban edge community that provides convenience for residents to easily commute to Minneapolis and Saint Paul and enjoy the community feel in Hastings.

From 2000 to 2010, the City of Hastings population grew over nineteen percent. The area surrounding Hastings are mostly rural townships, which allows for opportunity for future growth, development and annexation for the City. Although the Metropolitan Council requires comprehensive plan updates due to the fast-changing metropolitan environment in the Twin Cities and surrounding areas, it was important to Hastings to update its comprehensive plan, which hadn't been updated since 2009/2010. In 2018, the City issued a Request for Proposals for planning services and MSA was selected over other qualified firms to assist the City with their comprehensive plan update.

Hastings officials had specific areas they wanted to focus on for the update of their plan with an emphasis on future development and growth. Through the planning process, MSA updated demographics and community stats, revised goals, created an implementation strategy, readdressed future land use and future growth areas, and assisted Hastings as they defined their community character and identified opportunities to thrive as a growing community.

The comprehensive plan process emphasized ten priority areas in which the community sought to focus future efforts: population and growth, transportation, housing, community design, economic competitiveness, public infrastructure and utilities, heritage preservation, parks, open space and trail, hazards and the Mississippi River Corridor critical area. Within these specific chapters are individual goals and strategies based on citizen feedback and existing conditions, for the City to focus on and implement. This project began in 2018 and was approved by the Metropolitan Council and adopted by the City of Hastings in December 2020.

HIAWATHA, IA

COMPREHENSIVE PLAN UPDATE

DATES OF SERVICE

March 2016 - December 2016



REFERENCE CONTACT

Patrick Parsley, CBO, Community

Development Director

101 Emmons Street

Hiawatha, IA 52233

(319) 393-1515

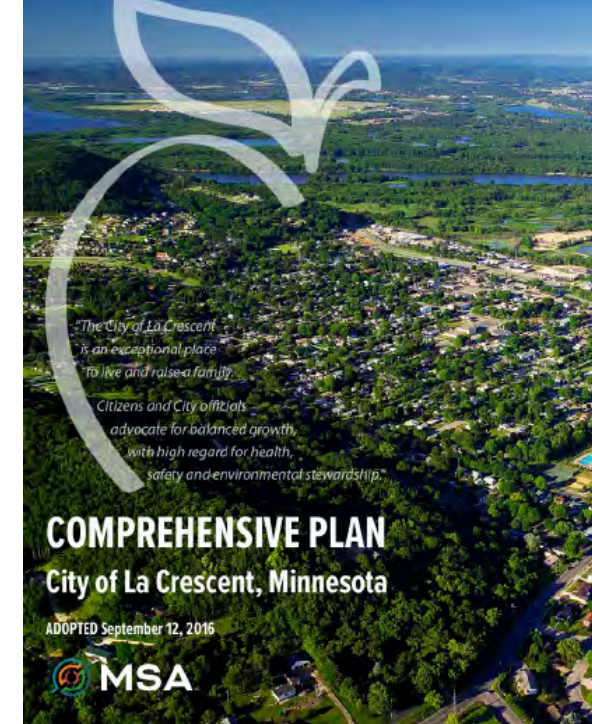
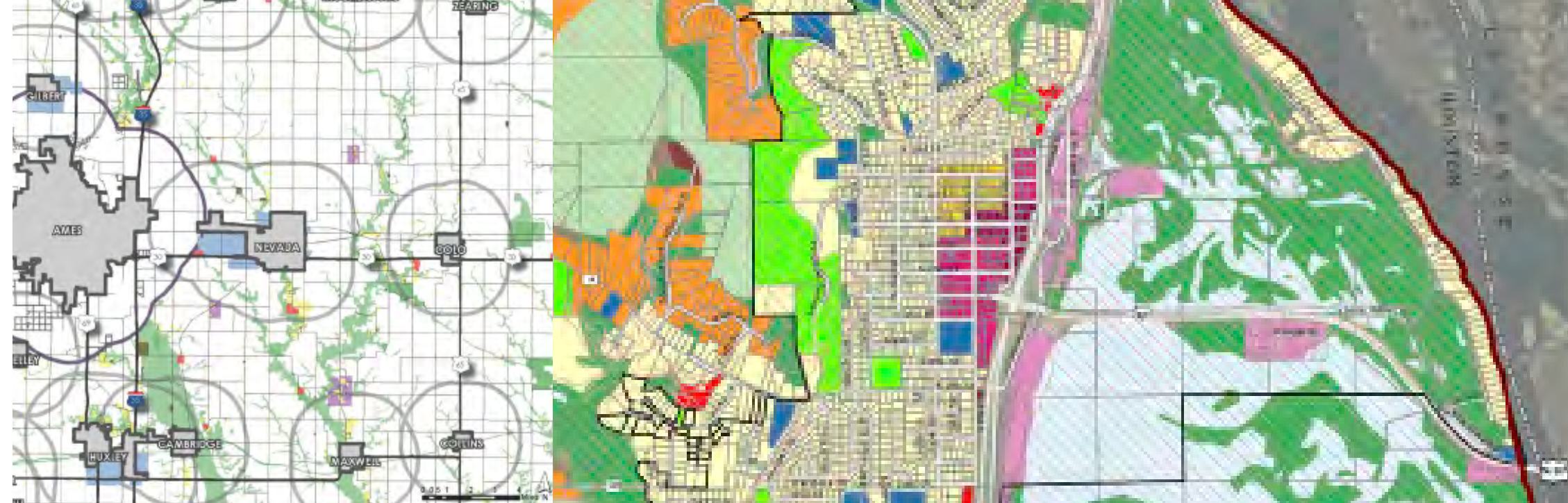
bldgofficial@hiawatha-iowa.com

The City of Hiawatha, Iowa, (pop. 7,024) is located in Linn County, north of Cedar Rapids in the Cedar Rapids metro. The city is adjacent to several other metropolitan communities allowing residents to live in Hiawatha and easily commute to work in the nearby larger towns.

From 2000 to 2010, the City of Hiawatha's population grew over eight percent. However, the City of Cedar Rapids and the City of Robbins had gathered up much of the land around Hiawatha, creating external pressures on future growth and annexation for the community. Because of the fast changing metropolitan environment in and around Hiawatha, the City needed to renew its comprehensive plan, which hadn't been updated since 2009/2010. In 2015, the City issued a Request for Proposals for planning services and MSA was selected to assist the City with their comprehensive plan update.

Hiawatha officials had specific areas they wanted to focus on with the update of their plan. Through the planning process, MSA updated demographics and community stats, revised goals, created an implementation strategy, addressed future land use and annexation areas, and assisted Hiawatha as they defined their community character and created a town center to thrive as the heart of their growing community.

The comprehensive plan process emphasized ten priority areas in which the community sought to focus future efforts: transportation, housing, community character, economic development, public infrastructure and utilities, agriculture and natural resources, community facilities, hazards, intergovernmental collaboration and quality of life. This project began in March 2016 and was adopted in December 2016.



STORY COUNTY, IA

CORNERSTONE TO CAPSTONE (C2C) COMPREHENSIVE PLAN

DATES OF SERVICE
2015



REFERENCE CONTACT
Jerry Moore, Planning and Development Director

Story County
900 6th Street
Nevada, IA 50201
(515) 382-7246
jmoore@storycountyiowa.gov

In 2015, Story County began the process of creating the County's first Comprehensive Plan. The plan, titled "The Cornerstone to Capstone Plan for 2036," was adopted in June 2016, on time and on budget. A consultant team led by MSA was selected to assist the County and worked with the Project Team, Citizen Task Force, Planning and Zoning (P&Z) Commission and Board of Supervisors to complete the plan.

The plan incorporates previous planning efforts completed recently by the County as well as Iowa Smart Planning Principles and includes chapters focused on Conservation of Natural Resources and Recreation, Land Use Planning, Economic Prosperity and Transportation for the unincorporated areas of Story County. A robust public engagement plan was completed with assistance from County staff. Highlights include Community Visioning Workshops at various locations across the County, three separate surveys focused on target audiences, a project website, County managed social media announcements, regular updates to P&Z and the Board of Supervisors, five open houses, an online open house, lively Citizen Task Force meetings and bi-monthly project team meetings. The plan focuses on providing the County with a solid framework for decision-making as growth continues throughout the next 20 years.

LA CRESCENT, MN

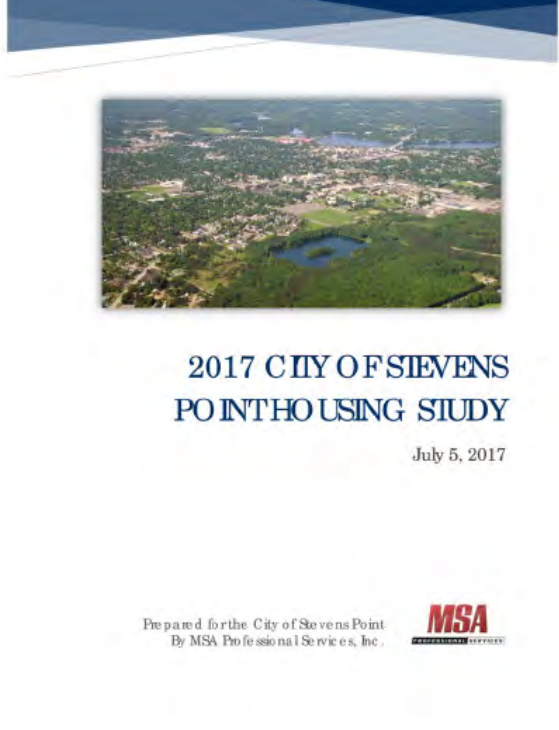
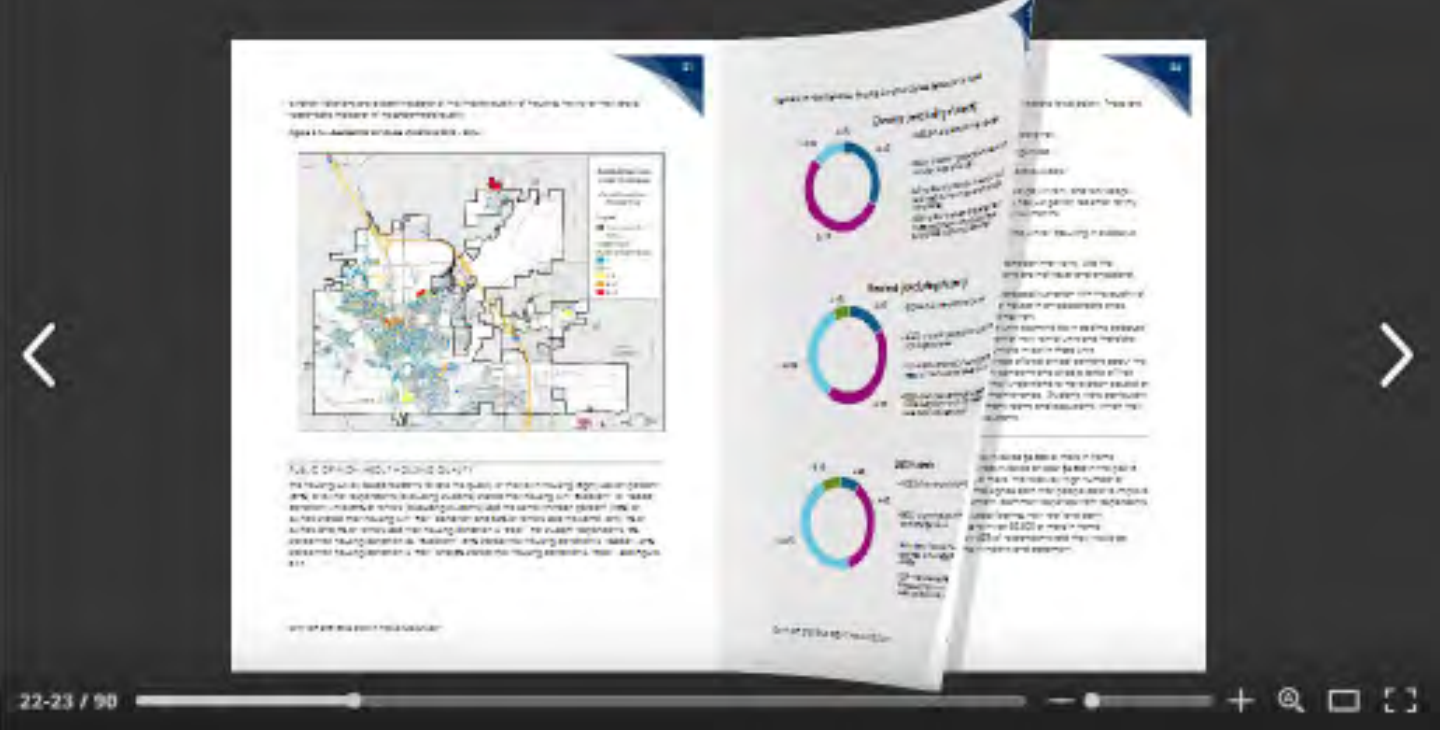
COMPREHENSIVE PLAN

DATES OF SERVICE
2015-2016

REFERENCE CONTACT
Donald Smith, Former Planning Commission Chair
City of La Crescent
315 Main Street
La Crescent, MN 55947
(608) 792-9897
prodonald@aol.com

MSA led the creation of a comprehensive plan update for the City of La Crescent, its first in nearly 20 years. La Crescent is one of several municipalities in the La Crosse Metro area that is seeing growth and infill development opportunities as a result of a strong regional employment market. The planning process was unique - we helped form and facilitate a series of seven different study groups, one for each of the core policy chapters of the plan. After a city-wide kickoff visioning event, we worked with each of the individual committees to craft vision statements, goals, objectives and actions specific to each topic. We then wove those pieces into a coherent whole, including efforts to show the relationship among the topics. The resulting plan, adopted in 2016, clarified a community priority on family housing, infill development, downtown revitalization, and outdoor recreation investments.

We also facilitated work sessions with the City's Ad-Hoc GreenStep Committee, a group of staff and citizens that selected and prioritized best practices for local implementation, from the hundreds identified in the GreenStep program. Many of those selections were policies that were integrated into the Comprehensive Plan.



STEVENS POINT, WI HOUSING STUDY

DATES OF SERVICE

2016-2017

REFERENCE CONTACT

Michael Ostrowski, CECD, AICP
Director of Community Development /
Redevelopment Authority

City of Stevens Point
Stevens Point City Hall
1515 Strongs Avenue
Stevens Point, WI 54481
(715) 346-1567
mostrowski@stevenspoint.com

The City of Stevens Point has several enviable community strengths, including a stable and growing employment base and a University of Wisconsin campus. Despite these strengths, then City has been struggling to attract investment in new and existing housing units, while that investment lands in surrounding jurisdictions. The City is willing to invest resources to guide and encourage development, but wanted guidance on how best to do that.

In 2017 MSA conducted an holistic study of the local and regional housing market, evaluating the dynamics of these markets through a synthesis of Census data, parcel data, home sales data, a community survey, and interviews with local experts in various aspects of the market. Through this process we identified several critical factors inhibiting investment, including a lack of available land for growth, regulatory hurdles to multifamily development (especially in existing neighborhoods), and an overabundance of low-quality homes that owners aren't improving and buyers are avoiding. We also affirmed the value of some current practices and policies to regulate student rental housing units.

The study identifies a series of gaps in the housing market and offers strategies to close those gaps, including regulatory adjustments, neighborhood planning efforts, public infrastructure investments, and a menu of potential incentive programs.

See this Housing Study at: https://issuu.com/msaprofessionalservices/docs/10616010_stevens_point_housing_stud

HIAWATHA, IA COMPREHENSIVE PARK AND RECREATION PLAN

DATES OF SERVICE

2010

REFERENCE CONTACT

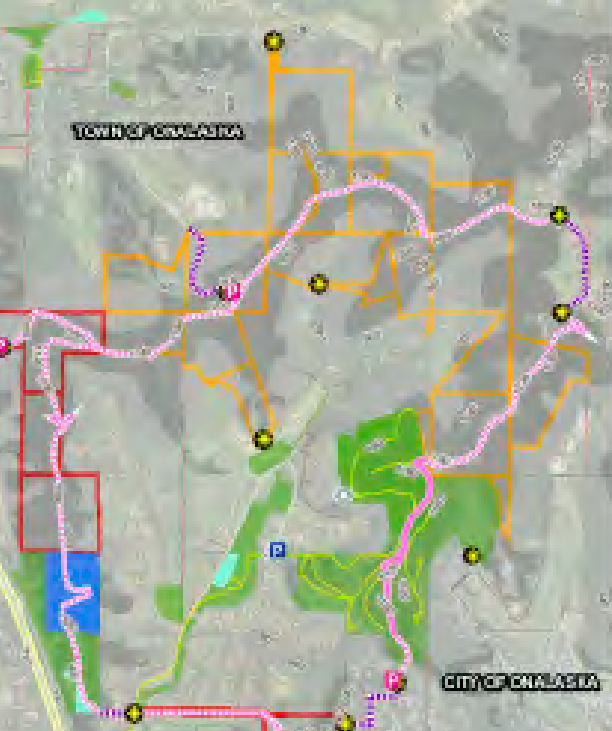
Patrick Parsley, CBO, Community
Development Director
101 Emmons Street
Hiawatha, IA 52233
(319) 393-1515
bldgofficial@hiawatha-iowa.com

In 2010, the City's Parks Department had a number of challenges to address. The City's population had increased by 3.2% since 2000, and growth was expected to continue. In 2009, the City completed a voluntary annexation of 350 acres, in hopes of developing the area primarily as residential neighborhoods. To supplement these newly planned residential areas and to satisfy current residents, the City needed to plan and develop new parks and recreation areas.

The City's Parks Department knew the community was interested in new facilities, including a recreation center, community pool, dog park or skate park. A recent community survey indicated strong satisfaction with local parks, but there was disagreement about the priorities for the development of new facilities. Adding to these challenges was the fact that the previous Parks Master Plan was outdated. The City adopted the previous plan, which served as the primary guiding directive governing park development, in 1998. While had served the community well, a new plan was necessary to address current and future challenges and opportunities.

The City hired MSA to develop a new Comprehensive Park and Recreation Plan. MSA's planning team facilitated several meetings with the City's Parks Department to analyze and discuss park and recreation needs. Additionally, MSA facilitated a community open house to obtain public feedback from City residents concerning desired park and recreation improvements. Using this feedback, MSA created a new 10-year Park and Recreation Plan that includes:

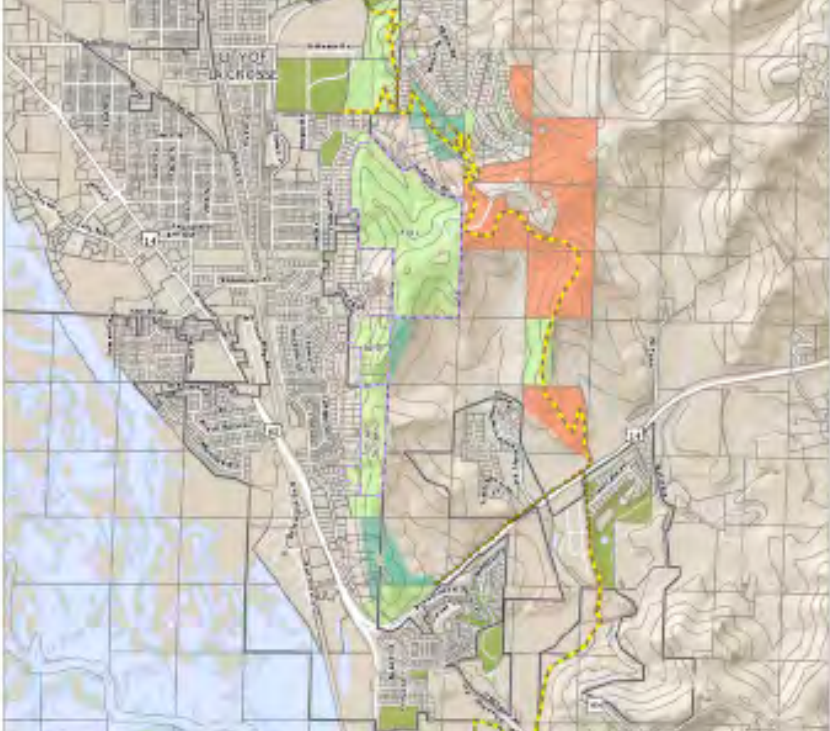
- An inventory of existing park facilities, recreational programs and community natural resources
- An analysis of park needs and demands using National Recreation and Park Association standards
- Identification of goals and policies for park and recreational planning
- Recommendations for existing and planned park and recreational facilities



LA CROSSE, WI
THE BLUFFLANDS

DATES OF SERVICE
2015-2016

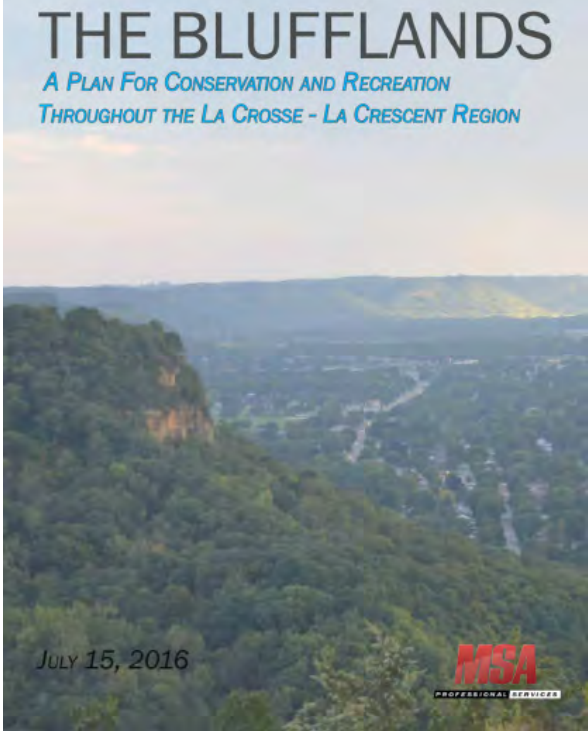
REFERENCE CONTACT
Charlie Handy, Planner
La Crosse Area Planning Committee
400 North Fourth Street, Room 230
La Crosse, WI 54601
(608) 785-5919
chandy@lacrossecounty.org



This plan was an initiative of the La Crosse Area Planning Committee (LAPC) to organize a regional approach to the conservation and recreational use of the region’s blufflands. The plan sought to build upon the existing network of public lands throughout the driftless area bluffs overlooking the Mississippi River to connect those holdings and improve public access throughout the region.

The LAPC assembled for the planning effort was a steering committee representing key City, County and Town communities, plus the Seven Rivers Regions Outdoor Recreation Alliance and Mississippi Valley Conservancy. They hired the MSA team to lead the effort due to our experience and strengths in multijurisdictional planning and recreation planning and design.

The plan, completed in July 2016, will be used by public and private stakeholders throughout the region to guide the acquisition of conservation land and easements, coordinate restoration activities and recreation access improvements such as trailheads and trails, and establish an organizational structure for continued regional coordination and action.



WHAT OUR CLIENTS ARE SAYING | REFERENCES

Below is contact information for three clients who have worked with members on this project team on similar projects. We encourage you reach out to them directly for more information about the services we provide and their experience working with our proposed project team – the same team we offer to assist the City of Newton.

STORY COUNTY COMPREHENSIVE PLAN
STORY COUNTY, IA
Leanne Harter | County Outreach and Special Projects Manager
900 6th Street
Nevada, IA 50201
(515) 382-7247
lharter@storycountyiowa.gov

DOWNTOWN MASTER PLAN
CLINTON, IA
Karen Rowell | Director
611 South 3rd Street
Clinton, IA 52732
(563) 321-2165
downtownclintonia@gmail.com

COMPREHENSIVE PLAN AND PARK COMPREHENSIVE PARK
AND RECREATION PLAN
HIAWATHA, IA
Patrick Parsley, CBO | Community Development Director
101 Emmons Street
Hiawatha, IA 52233
(319) 393-1515
bldgofficial@hiawatha-iowa.com



APPROACH TO PLANNING

Our approach to planning is rooted in creative placemaking, community involvement, and open conversations. MSA is committed to being mindful of diversity, equity, and inclusion, and has specialists in all areas of community planning, urban design and economic development. Our award-winning planners work to understand the challenges our clients face and help them develop user-friendly, sustainable, and highly implementable plans.

GENERAL APPROACH

We provide a team-based approach to planning that sustains excellence by subscribing to a holistically collaborative process. By applying a diverse set of experts and creative talents, we channel the energy and imagination of clients, staff, and stakeholders to create a meaningful plan. Planning requires foresight and intuition to capture the distinctive spirit and evolution of Newton. Using those skills, coupled with specific market expertise, our planners and engineers provide thoughtful solutions. Our approach pursues the effective use of space, user well-being, and functionality while applying a strong understanding of the trends and quality that lead to comprehensive and complementary environments. Our design solutions are both strategic and physical, and emerge from the underlying patterns and traditions of a place.

The goal of our work is to provide community-based plans that meet or exceed expectations. How do you meet or exceed expectations? By improving the public realm, access and connectivity; creating engaging, healthy, and sustainable outdoor spaces that respect the natural world, while enhancing the quality of life. We proudly offer the distinction of having experience that blends architecture, landscape architecture, planning and engineering and the realm of public policy, which uniquely enables our team to effectively and sustainability create stronger communities.

VISUALIZATION TECHNIQUES

Renderings, videos and 3D models help generate excitement, assist in educating the public on new infrastructure, and display design alternatives in an approachable way. And, MSA can take your community into the virtual world to help sway even your toughest critics, providing visual proof to help showcase the need and desired outcome of a project to obtain full support.

PUBLIC ENGAGEMENT & COMMUNITY OUTREACH

At MSA, we believe that when planning a public project it must be done with the public's advice and input. We are committed to helping governments and organizations understand the diverse needs and concerns of the public, non-profit organizations, business interests and local governments. Aside from community support, this process also lends itself to ensuring the final project reflects the community's ethos and vision for its future. We specialize in hearing the voices of many citizens through the process of public engagement. Engagement can and should be accomplished by tapping into a variety of sources, including community and non-profit organizations, public officials, youth, disabled individuals, mature citizens, and those that have been traditionally underserved. Within MSA's toolbox, there are a number that aid in gathering quality public feedback, including but not limited to:

- Interactive Websites
- Social Media Communication
- Engaging Crowdsourcing Mapping using GIS
- Planning Commission, Council and Steering Committee Meetings
- Interactive Community Surveys
- Traditional Flyers and Public Notices
- Pop-Up Meetings
- Interviews and Focus Groups

ADAPTATION TO COVID-19

As planners, public engagement is central to our work, and the need for effective engagement continues even with COVID-19 social distancing practices in effect. We have current planning projects where we have successfully made adjustments to comply with public health restrictions on face-to-face meetings, and we have found that those projects have had equally robust engagement digitally as we often see in-person.





WORK PLAN AND METHODOLOGY

STEP 1 - COMMUNITY ENGAGEMENT

A transparent public participation process is the foundation to a successful plan. We will approach this work with diligence, creativity, open-mindedness and respect for the input of all participants. We believe that our role as your consultant is to work hard, introduce fresh ideas, listen carefully and deliver a plan that accurately represents the consensus of City officials, staff, employers, business owners, property owners and residents.

We understand the importance of a genuine, multi-faceted approach to engage stakeholders in this important planning process. MSA will facilitate a thorough, inclusive and effective community engagement process that will both improve the plan and build support for adoption and implementation. An effective community engagement strategy will help residents envision and understand a good balance of physical, social, economic and aesthetic values. Our proposed approach includes the following elements:

Project Website

MSA will develop a customized project website for the updates to the Comprehensive Plan and Zoning Ordinance. The project website will be used to post the overall project schedule, share draft materials and solicit comments throughout the planning process. This aspect of the community engagement strategy is important for transparency, and for sharing information with stakeholders who are unable to attend meetings.

Steering Committee Meetings

A Comprehensive Plan Steering Committee will be the primary review body throughout the planning process. We propose scheduling six Plan Steering Committee meetings

during the planning process. After edits are received from the Steering Committee at their final meeting, edits will be made and the final Draft Plan will be sent by the Steering Committee to the Planning & Zoning Commission and then the City Council for review and adoption. We will also facilitate a public hearing with the Planning Commission and City Council during the adoption process.

Flyers, Public Notices and Social Media Postings

MSA will utilize flyers, public notices and social media postings to make stakeholders aware of the process and direct them to the project website for more information. We will send out two project update flyers to residents throughout the duration of the project and provide all information on the project website. Examples include designing meeting flyers, providing the text for published notices of public meetings and working with the community's existing social media accounts to notify stakeholders about upcoming planning activities.

Community Surveys

MSA will lead, with assistance from City staff and the Plan Steering Committee, the development of two community surveys. An online survey will be distributed via Survey 123. Paper copies will also be available for those who would prefer to complete a printed survey. A second survey will be mailed citywide. We will summarize the results of both surveys for the planning process and incorporate trends into the vision, goals and strategies of the Comprehensive Plan. Complete results of both surveys will be included in the plan document as an appendix.

The Steering Committee and Stakeholders will serve as the “Sounding Board” to guide the planning process.

Crowdsource Mapping

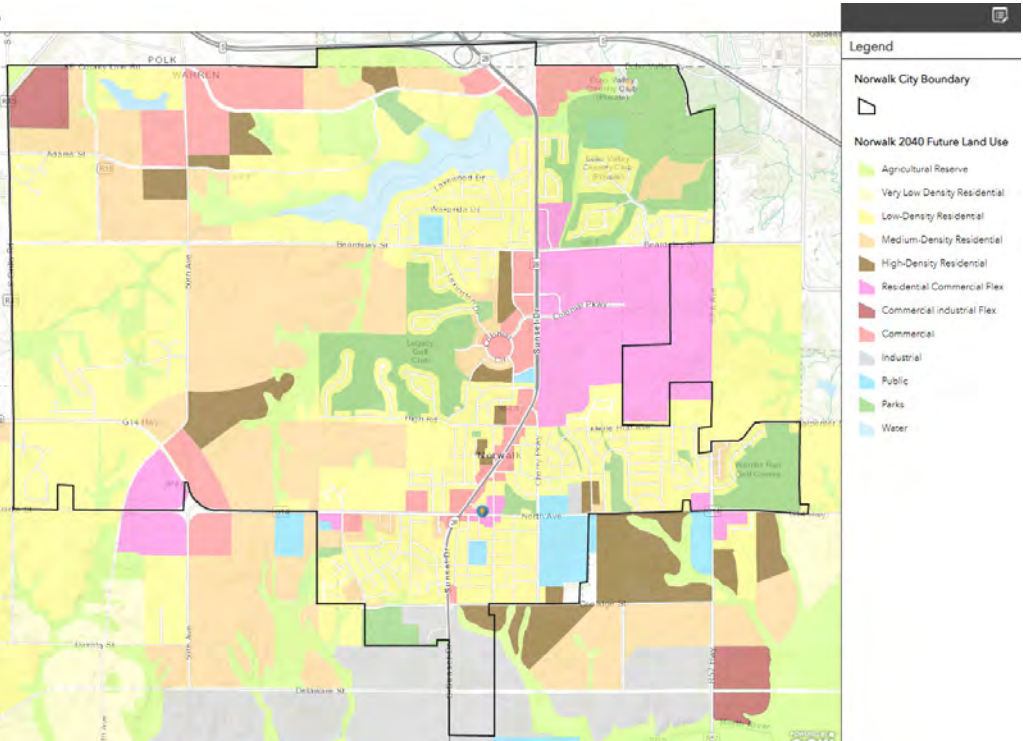
Our project website will feature a scalable ArcGIS Online map of Newton and the surrounding region that can be used by the public to identify opportunities or areas of concern related to future land use and development. Users can contribute to the community map using a computer or mobile device, adding descriptions and photos to further explain their thoughts. Crowdsourcing mapping is a great visual way to get citizens involved with the planning process and address their concerns and opportunities for the community.

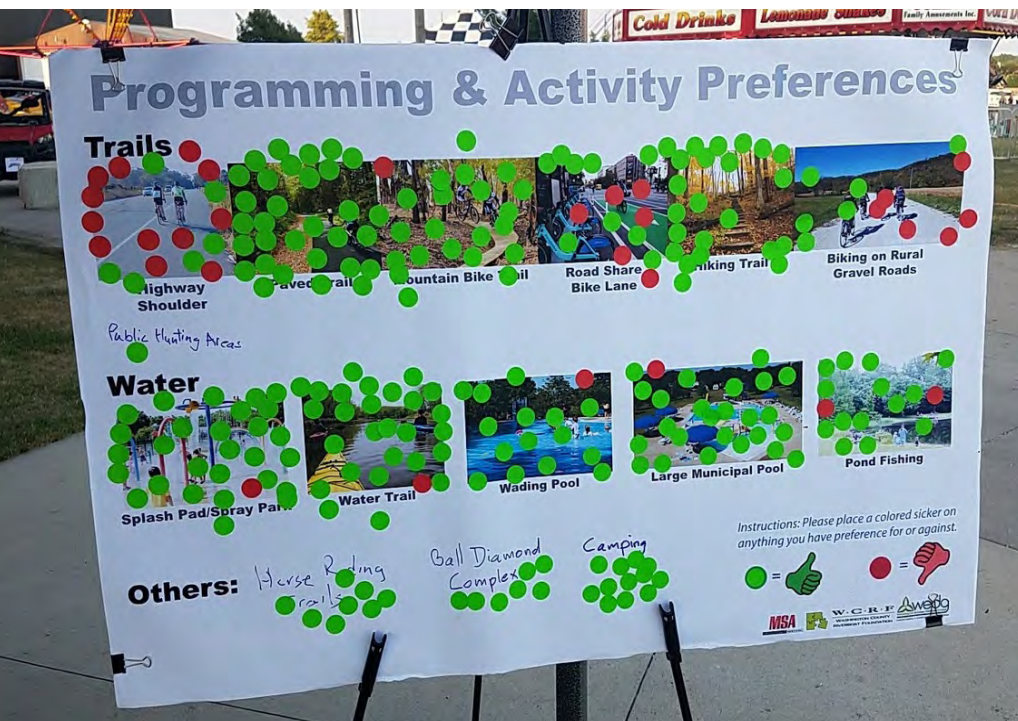
Stakeholder Interviews and Focus Groups

Our team proposes to facilitate 25-minute online or phone interviews with stakeholders and focus groups near the beginning of the planning process. We are primarily interested in speaking with officials, City staff, community leaders, members of community organizations, business leaders and other stakeholders or small groups from across the community – especially influencers not involved as members of the Plan Steering Committee. MSA will consult with City staff and the Plan Steering Committee to identify interviewees and focus groups. With email addresses provided by City staff and the Steering Committee, we'll use Calendly.com+Zoom to schedule the interviews. The objective of the interviews will be to gain a better understanding of the growth plans and preferences of the community's departments, institutions, organizations and businesses. We always gain valuable insight into communities through these interviews, information we can't get through a survey, in a public setting, or from census data.

Pop-Up Meeting

An exciting method of public engagement that reaches people not likely to attend traditional meetings is for our team to facilitate a Pop-Up Meeting during the planning process to solicit public input at a planned community event. We have found that many individuals and families who may be too busy to attend a traditional evening meeting have a great opportunity to participate in the planning process by providing input by visiting with us at a Pop-Up Meeting. We will set up a booth at a community event and people can stop by the booth at their convenience. They can browse draft materials and we will engage them in the process at any level they feel comfortable without taking up an evening of their time.





Our goal is to make this planning process inclusive, interactive, engaging, and action-oriented.

Public Meetings

Public meetings are an important component of planning processes. To bring the plan to the community and to make the best use of both time and resources, we propose holding two public meetings as part of the planning process. Given the timeline of this planning process and the current COVID-19 pandemic, we would plan to hold these meetings online, hosted by MSA using Zoom if desired. MSA has held many meetings of this type via Zoom and is well practiced and prepared to hold these meetings as hybrid meetings, with both an in-person and online options available.

Community Workshop

The first public meeting is a Community Workshop to identify, confirm and build on key issues, priorities, and land preferences that may have been identified in past planning processes. The workshop will include a brief discussion of planning basics, an overview of the existing conditions, and a SWOT (strengths, weaknesses, opportunities and threats) analysis activity. We will record the presentation and post materials on the project website so those who are unable to attend can contribute for a period after the workshop.

Draft Plan Open House

The second public meeting will be a Draft Plan Open House to review the plan near the end of the planning process. The Draft Plan Open House will begin with a presentation of the updated plan facilitated by MSA. The presentation will be followed by open discussion, exhibit review and surveys. We will record the presentation and post materials on the project website so those who are unable to attend can contribute for a period after open house.

We will work with the City to ensure that clear communication is an integral part of the planning process.

STEP 2 – COMMUNITY PROFILE, VISION, AND FRAMEWORK

This step will establish an overall “vision” for Newton that will provide focus and direction for the creation of the Comprehensive Plan document and subsequent implementation activities. Based on the desired vision and previous steps in the planning process, preliminary goals and objectives will be prepared.

The majority of the information required to develop materials for Step 2 will be gathered by MSA from a thorough existing conditions analysis and feedback from the meeting activities outlined in Step 1 of the planning process. Step 2 will include updating the Community Inventory/Profile and development of this information into Appendix A.

After MSA has completed the Community Profile section, we will work with the Plan Steering Committee to review that material and then move into creating the plan document, Step 3.

Community priorities and values will serve as the backbone and foundation of the plan.

STEP 3 - THE COMPREHENSIVE PLAN

MSA will lead the creation of the Comprehensive Plan update for the City of Newton. The created plan document will serve as a road map, guiding future development across the community.

The plan and process will incorporate all of the elements and requirements outlined in the City’s RFP.

We propose the following to be included in the plan, **prioritized in an order that aligns with the values and desires of the community:**

- Plan Introduction and Vision
 - Demographic information and trends, including projections to 2040
 - Iowa Smart Planning Principles and Guidelines, Background and History Report
- Economic Development
- Identity & Marketing
- Community Aesthetics
- Sustainability
- Health
- Education
- Housing
 - Existing Land Uses, Future Land
 - Uses, & Growth Management
- Natural Resources and Agriculture



- Transportation
- Hazard Mitigation
- Government
- Implementation

Housing Assessment

MSA has several experts in Housing and is well versed in the Rural Housing Readiness Assessment (RHRA) program. We have the ability to provide a separate invoice for the housing assessment.

PROPOSED TIMELINE

MSA anticipates the following estimated project schedule:



KEY
Engagement Activities Guide
Public Engagement Activity

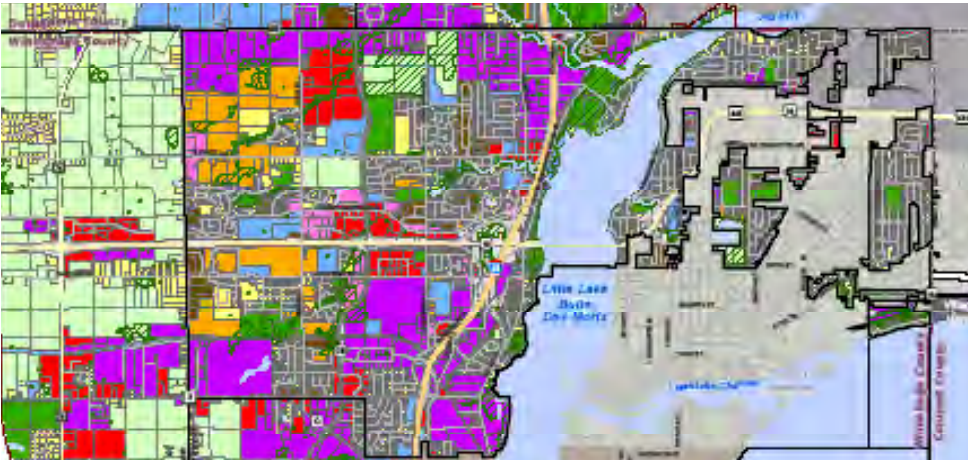
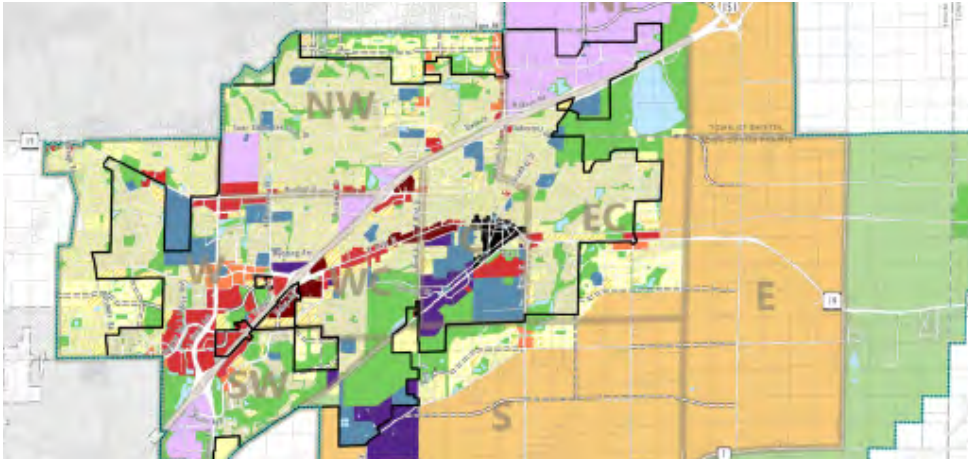
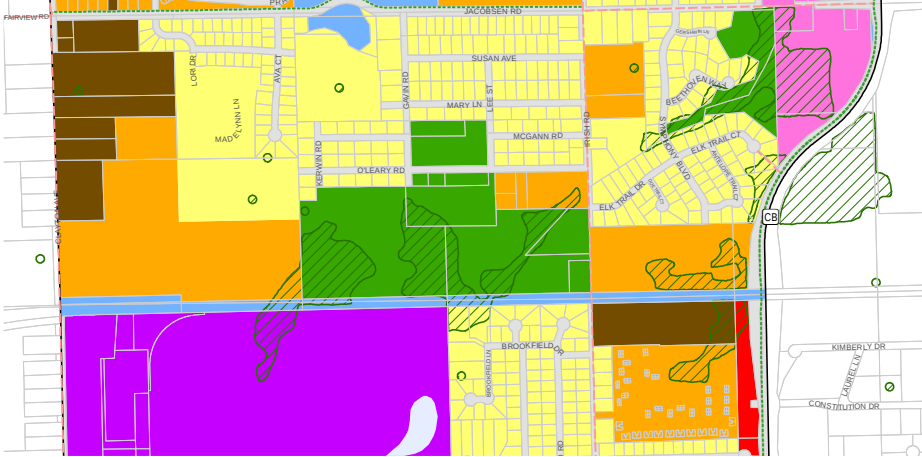
COMPREHENSIVE PLANNING EXPERIENCE

The Comprehensive Plan is the cornerstone of local planning efforts.

It establishes a shared vision for the future of a community and provides a framework for policy and action on many topics, typically with land use and growth policies at the core. MSA can help craft a process that fits the needs of your community, either for a completely new plan or an incremental update. We recognize the importance of effective public engagement to ensure that a plan has legitimacy and is a good fit to the needs and wants of residents and other community stakeholders.

MSA's planners have helped hundreds of communities develop or update comprehensive plans. Below is an abbreviated list of some of our recent projects.

LOCATION	CONTACT NAME
City of Sun Prairie, Wisconsin	Scott Kugler
Village of Fox Crossing, Wisconsin	George Dearborn
City of Brodhead, Wisconsin	Teresa Withee
City of Hiawatha, Iowa	Kim Downs
Village of Waunakee, Wisconsin	Kevin Even
Village of Holmen, Wisconsin	Scott Heinig
City of La Crescent, Minnesota	Donald Smith
City of Le Roy, Illinois	Dave Jenkins
City of Sparta, Wisconsin	Todd Fahning
Story County, Iowa	Leanne Harter
City of Tuscola, Illinois	Drew Hoel
City of Williamsburg, Iowa	Shelley Annis
City of Monticello, Illinois	Callie Jo McFarland
City of Solon, Iowa	Cami Rasmussen
City of Eureka, Illinois	Melissa Brown
City of Tomah, Wisconsin	Roger Gorius
City of Burlington, Iowa	Eric Tysland



HOUSING EXPERIENCE

MSA's professional housing planners are experienced in identifying market gaps and leading discussions about how to close those gaps.

Every municipality is different. We start every housing plan or study with a blend of detailed market data analysis and interviews with key local experts, then we tailor our approach to meet your need and your concerns. Are you lacking housing to meet the recruiting needs of a growing employer? Are you struggling to get people to invest in aging homes? Are you wrestling with public anxiety about new rental housing? Is something discouraging the development of new homes? We respond to the specific issues you want to address.

Housing Studies, Assessments and Plans

Most communities consider housing as part of a Comprehensive Plan, but rarely to a level of detail that gives elected officials and residents confidence to pursue specific housing strategies. Local governments are increasingly utilizing stand-alone plans or studies focused on housing to get detailed analyses and options for action.

We complete assessments and studies when clients just want data and ideas to better understand the local market but aren't ready to adopt an official housing plan. Alternatively, some communities desire a housing plan that is officially adopted as policy by elected officials. In those cases, we typically do more public engagement in the community to facilitate discussion and share knowledge about potential policies, working with residents on both data and strategy.

Rural Housing Readiness Assessment (RHRA)s Program

MSA has gained practical experience with the Iowa Economic Development Authority (IEDA) and Empower Rural Iowa grant program. Members of our team are currently working with Iowa State Extension on two Housing Assessments utilizing the Empower Rural Iowa - (RHRA) in the City of Springville, Iowa and Central City, Iowa.

As a result, our planning team fully understands the scope, process, technical needs, and associated program requirements. This process guides communities in considering options that ensure existing and potential residents can find safe, secure, and quality housing that meets their needs and fits within their budgets. As an action-oriented program, the assessment checklists aid in the creation of local housing policy that is appropriate for the needs and desires of the City of Newton.

Affordability

Many communities are currently talking about housing affordability, especially for households earning 60% to 100% of the area median income. Affordability is a factor in a community's economic development strategy, as the community's housing stock can be an asset or a road block to employee recruitment and retention, either helping or harming business growth. Ensuring a supply of acceptable housing options affordable below the area median income often requires some sort of funding subsidy, though this is not always the case and shouldn't be the only approach to managing housing costs.

CAPITAL IMPROVEMENT AND STRATEGIC PLANNING

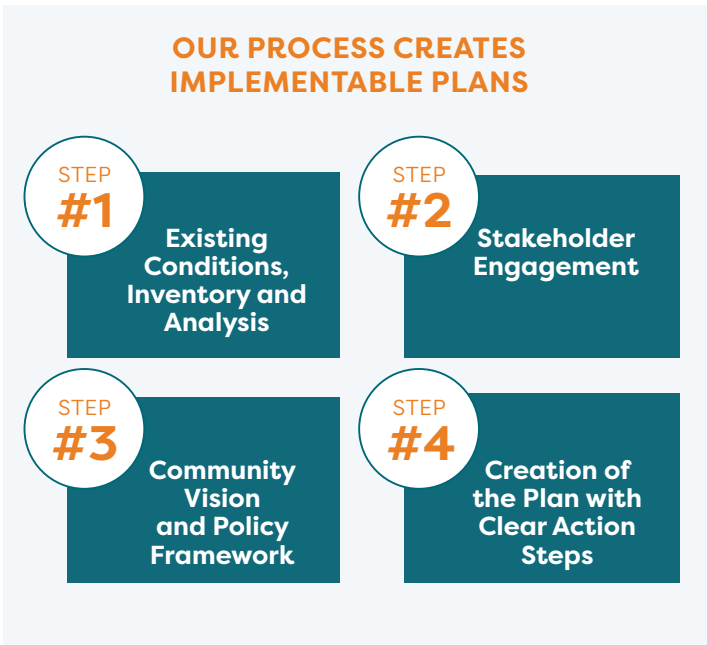
If you feel like you’re in constant “response” mode, you’re not alone.

You may have placed your strategic visioning activities on hold as you focus on near-term cash and resource management. Now is the time to take stock: what did you plan to do this year, and what have you already completed? What is preventing you from operating most effectively? And most importantly: what is your vision for the remainder of 2020 and beyond?

A **capital improvement plan** (CIP) serves as a road map for planning for and funding capital investments like infrastructure and public facilities. By forecasting impacts on current and future budgets, your CIP becomes a powerful tool for effectively allocating your limited resources, improves local ability to use state and federal grant-in-aid programs, and helps funding agencies see the bigger picture when it comes to supporting capital investments in your community.

A well-developed CIP also improves communication and cooperation among various interests in your community. Creating buy-in during the CIP process builds awareness and support while demonstrating transparency in how financial decisions are made.

Similarly, a **strategic plan** leverages the same key principles—effective resource allocation, stakeholder engagement and transparency in decision-making—to align a community’s mission, vision and values with its key outcomes, like economic health, culture and recreation, environmental health and neighborhood livability. The result is a clear, actionable framework that highlights community priorities and helps streamline the annual budgeting process.



“Our partnership with MSA has been a great experience. Through the projects we have already made, we are seeing great things for our community and even better improvement projects coming soon. Thank you for all that you have done for our City Staff and Community.”

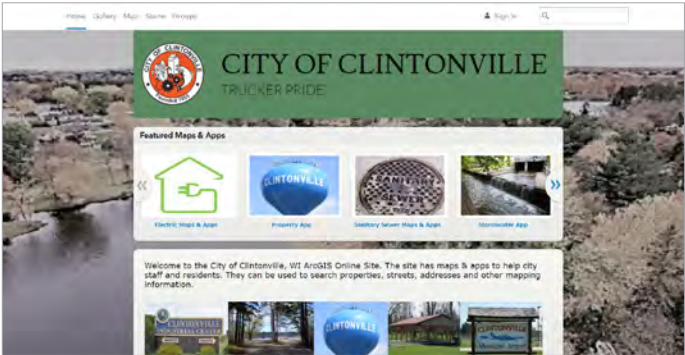
- Joe Bartello, City of Prairie City, IA

GIS SERVICES

Our GIS team implements full-scale, customized ArcGIS Online (AGO) solutions for nearly 50 communities across the Midwest. Listed below are several examples and demonstrations of AGO solutions built by our team that can match your community’s goals.

ArcGIS Home Page

An example of a customized AGO community home page.



Clintonville, WI | Click [here](#) for more information.

Promoting Economic Development

An AGO Story Map, a customized guided tour, uses real-time data to illustrate the viability of potential economical developments.

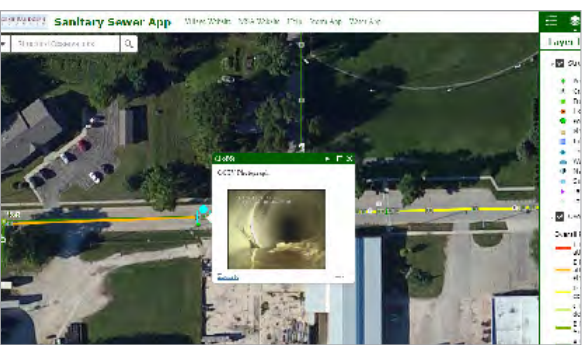


Sparta Business Park, WI | Click [here](#) for more information.

GIS Utilities and Asset Management

Commonly provided mobile and web applications with an AGO implementation include:

- Water Distribution Editor
- Water Distribution Inspections and Maintenance
- Sanitary Sewer Editor
- Sanitary Sewer Inspections and Maintenance
- Stormwater System Editor
- Stormwater System Inspections and Maintenance
- Hydrant Flushing and Maintenance
- Parcel Finder, Zoning Editor and Public Use Map



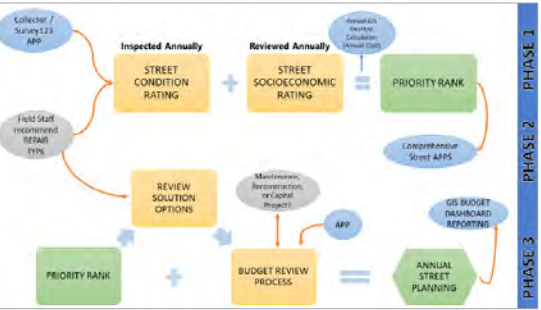
Randolph, WI | Sanitary Sewer Web Application for storing and analyzing sewer main inspections, editing features and exporting records.

Work Order Management

Video demonstration of a customized Work Order Management solution using AGO which comes free with a subscription to AGO.

Pavement Management

A closer look at an extensive pavement management GIS system, completely housed within GIS, using custom algorithms to perform field street inspections on mobile devices with the Pavement Surface Evaluation and Rating (PASER) method. PASER condition ratings are combined with street socioeconomic factors to determine an overall prioritization of maintenance and capital planning projects.



Utility Locator

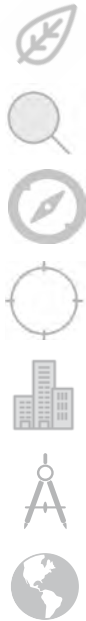
Utility Locator Web Application for displaying all current utilities and their GPS collection method.



AERIAL SOLUTIONS

The MSA Aerial Solutions team is comprised of MSA staff who serve as pilots, surveyors, video editors and marketers to provide drone-based imagery and acquire topographic data. MSA Aerial Solutions offers affordable project understanding and analysis to assist with decision-making and project promotion.

APPLICATIONS



AGRICULTURE

Many agriculture applications exist for this aerial platform. From simple crop scouting and irrigation inspection to mapping of individual fields or field segments, the sUAS (small unmanned aircraft systems) platform provides the ability to identify and analyze vast areas, often with limited access, in an effective and efficient manner.

INSPECTIONS

Tasks such as identification, detection and analysis of infrastructure can be carried out more easily, safely and economically than inspection methods of the past. The aerial platform is capable of viewing and analyzing infrastructure in real time or recorded for assessment. Any issues can be addressed quickly, resulting in an efficient and cost-effective maintenance operation.

MAPPING

This powerful tool can be paired with photogrammetry (the science of making measurements from photos) to turn a site into digital maps, orthomosaics and 3D models. Photogrammetry outputs a map, 2D rendering or 3D model of a real-world object.

MARKETING

Aerial photos have been available for decades, but sUAS allows them to be used for projects of all sizes, not just high-budget endeavors. Images and video from sUAS further promote understanding of community projects and gain community buy-in.

DOWNTOWN & COMMUNITY DEVELOPMENT

The sUAS platform offers affordable project understanding, analysis and visioning that can assist with decision-making and project promotion. Potential developers are able to easily view available sites and understand the benefits of each location. We can say, "Here's what your project looks like now—and this is what it could look like." With the use of the sUAS platform, it's possible to obtain aerial photos and videos that enhance communication and create visions for your community.

SURVEYING

Using sUAS technology for topographic survey reduces field time required to collect the data necessary for projects, which translates to quicker turnaround. Some of this work can be done remotely as well, enabling safer working conditions. The use of coordinate-correct photography allows all stakeholders to see the site with up-to-date and high-quality photography. To further use the sUAS, photographs can be processed using photogrammetry software to render a 3D model of the site. This model can be exchanged as a point cloud to various CAD platforms.

MODELING

With the help of 3D modeling, you will get a glimpse of different scenarios and truly bring your future projects to life. Public engagement and planning rise to a new level, whether attendees were physically at a session or viewing potential plans at home.



PARKS AND RECREATION

How residents perceive the quality of life within their community can be attributed to the quality of parks and recreational facilities available to them. As new sports emerge, and the population and age of Americans continues to diversify, the demand for both traditional and non-traditional recreational facilities surges. In addition, recreational-based tourism continues to proliferate as an important component of local and state economies.

In short, whether fueled by a love of the great outdoors or determination to choose a healthier lifestyle, more Americans are utilizing a wider variety of park and recreational resources. MSA has helped numerous Minnesota clients meet this growing demand through the planning, development and revitalization of recreational amenities, including parks, waterfront developments, multi-use paths and campgrounds.

Our parks and recreation experts have worked alongside a number of equipment providers on an array of project types. Our engineers collaborate with these vendors early on in the design phase to ensure that all decisions reflect our clients' best interests.

HOW WE HELP

- ADA Audits for Park and Recreational Facilities
- Aerial Solutions (Mapping, Modeling, Marketing, Surveying, etc.)
- Aquatic Facilities (Indoor and Outdoor) and Splash Pads
- Architectural Design (Shelters, Restrooms, etc.)
- Asset Management
- Athletic Facilities (Indoor and Outdoor)
- Campground Development and Infrastructure Design
- Community/Recreational Centers
- Comprehensive Park and Recreation Plans (Municipal, County, Regional)
- Conceptual Site Plans, 3D Renderings and Virtual Reality
- Educational Programming
- Infrastructure Survey and Design (Parking, Stormwater, Sewer, Water, etc.)
- Landscape Design
- Lighting Design
- Multimedia (360° Video, Esri Story Maps, etc.)
- Park and Recreational Grant and Funding Administration
- Park Planning and Design
- Playground Safety Audits
- Professional Fundraising (Public, Private)
- Public Engagement (Public Input, Opinion Surveys, Visioning, etc.)
- Recreational Trails, Bridges and Boardwalks
- Skate Parks
- Tree Inventories and Assessments
- Waterfront Improvements (Boat Launches, Piers, Riverwalks, etc.)
- Wayfinding (Interpretive Signage, Interactive Kiosks, etc.)



EXAMPLE PLAN DOCUMENTS

Please feel free to review the following selected planning documents that MSA has worked on:



FOND DU LAC, WI

Fond Du Lac Loop Landscape Master Plan
ISSUU link: https://issuu.com/msaprofessionalservices/docs/fond_du_lac_loop_master_plan



MONTICELLO, MN

2020 Housing Needs and Market Demand
ISSUU link: https://issuu.com/msaprofessionalservices/docs/housing_20study_monticello_mn



ROCK ISLAND, IL

Arsenal Gateway Revitalization Plan
ISSUU link: https://issuu.com/msaprofessionalservices/docs/ri_arsenal_gateway_revitalization_p



HIAWATHA, IA

Comprehensive Outdoor Parks and Recreation Plan
ISSUU link: https://issuu.com/msaprofessionalservices/docs/hiawatha_parks_and_recreation_vision_2029_final_ve



LA CRESCENT, MN

Downtown La Crescent Vision and Strategic Plan
ISSUU link: https://issuu.com/msaprofessionalservices/docs/12759002_downtownvision_adopted_201



RIVERDALE, IA

Riverdale Parks and Trails Assessment
ISSUU link: https://issuu.com/msaprofessionalservices/docs/riverdale_parks_and_trails_assessment_adopted_04.1

COST ANALYSIS & BUDGET FOR PRIMARY SERVICES

MSA is very excited about the opportunity to work with the City of Newton on your Comprehensive Plan update! We know we can provide the update you need and the public engagement that you desire within your budget. We look forward to working with you on developing a final scope of work, prior to contracting, that aligns our experience and efforts with your needs and desires. MSA estimates that we will be able to provide the scope of work outlined at a lump sum cost of \$48,000. A breakdown of project costs by phase is provided below.

Expenses have been included in each of the phases.

COMPREHENSIVE PLAN STEPS	ESTIMATED FEE
Step 1: Interactive Community Engagement	\$18,000
Step 2: Community Profile, Vision & Framework	\$6,000
Step 3: The Comprehensive Plan	\$20,000
Step 4: QA/QC & Deliverables	\$4,000
Total	\$48,000

SUBCONTRACT BUDGET FOR HOUSING ASSESSMENT

MSA's cost to provide the housing services described in the project approach is \$8,000 lump sum. This fee includes all travel time and reimbursable expenses. A breakdown of project costs by phase is provided below.

Expenses have been included in each of the phases.

HOUSING ASSESSMENT STEPS	ESTIMATED FEE
Step 1: Community Assessment & Engagement	\$3,000
Step 2: Housing Assessment Report	\$4,000
Step 3: QA/QC & Deliverables	\$1,000
Total	\$8,000

RATE SCHEDULE

During the course of the project, should the City of Newton request additional work not included in our contracted scope of work, our team is open to discussing contract amendments for additional services. Our standard rate schedule for both hourly (labor) and reimbursable expenses has been included to serve as a guide for cost estimating. MSA prefers that any scope adjustments increasing the amount of work on this project be negotiated as lump sum adjustments.

CLASSIFICATION	LABOR RATE
Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	\$30/hour
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.
PROPOSAL FOR COMPREHENSIVE PLAN UPDATE | NEWTON, IA | JUNE 4, 2021

City of Newton Council Report

Item: Resolution authorizing a payment of \$1,000.00 to Newton Main Street to assist with the Downtown Electric Panel Project.

Summary: Newton Main Street is coordinating the installation of an electric panel for downtown events.

Financial Impact: \$1,000 from Executive General Fund Budget



Report Number: 21-172

Date: June 21, 2021

Lead Department:
Community Development

Recommendation:
Approval

Newton Main Street is pursuing the installation of an electric panel for downtown events. Newton Main Street will oversee the project.

Newton Main Street has approached the Jasper County Board of Supervisors regarding the placement.

This resolution provides some additional funding of \$1,000 to assist Newton Main Street with this project.

Recommendation: Staff recommends approval of the Resolution.

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 AUTHORIZING A PAYMENT OF \$1,000.00 TO
NEWTON MAIN STREET TO ASSIST WITH THE DOWNTOWN
ELECTRIC PANEL PROJECT**

WHEREAS, Newton Main Street is pursuing a downtown special event electric panel project;

WHEREAS, Newton Main Street will oversee the project including engaging contractors, seeking property owner approval(s), and paying for the costs of said project, and

WHEREAS, *Newton's Future*, the comprehensive plan for the City, encourages more downtown events, and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that \$1,000 from the Executive General Fund Budget be provided to Newton Main Street for the purpose of supporting the downtown special event electric panel project.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk