



Newton City Council Agenda

August 21, 2023 - 6:00 PM

View the City Council Meeting:

In Person

City Hall - Council Chambers
101 W 4th St S, Newton, IA 50208

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Presentation

2. Project AWAKE Proposed Expansion
3. Newton Community School District Update - Tom Messinger, Superintendent

Citizen Participation

4. This is the time of the meeting that a citizen may address the Council. After being recognized by the presiding officer, each person will be given three (3) minutes to speak. Elected officials will take comments into consideration; however, this time is not intended for a discussion or entering into a dialogue. Elected officials and City staff will not answer questions or debate a citizen during the *Citizen Participation* portion of the meeting

Consent Agenda

5. August 07, 2023 Regular City Council Meeting Minutes
6. August 07, 2023 Workshop Minutes
7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-08)
8. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-07)
9. Resolution approving a letter of support for Newton Main Street's Challenge Grant application for 118 North 2nd Avenue East
10. Resolution setting a public hearing for the sale of City-owned property at 514 South 3rd Avenue East, City of Newton, Jasper County, Iowa
11. Resolution setting a public hearing for the sale of city-owned property, Parcel A of Lot 3, Block 'B', Guthrie's Subdivision, City of Newton, Jasper County, Iowa
12. Resolution accepting a fiber line easement across 1915 E 5th St S Newton, Iowa
13. Resolution awarding contract for the 2023 Water Service Project

Ordinance

14. Approve Bills
15. Third Consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
 - The proposed code amendments include general edits and updates to further clarify existing regulations found in the Zoning Code, in accordance with the recently adopted *Envision Newton 2042* Comprehensive Plan, and to align with current state and/or federal laws.
16. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title VII, Chapter 70, Section 70.15, Traffic and Parking Schedules Adopted by Reference" to Designate Free Municipal Parking Lots and Remove Parking Restrictions in the 100 Block of East Third Street South
 - After construction of a new City parking lot and downtown streetscape, City staff reviewed the parking ordinance and determined there was a need for revisions as follows:
 - Designate the location of all free municipal lots in City Code and add the location of the new parking lot in the 400 block of S 2nd Ave W for consistent use and enforcement.
 - Eliminate parking restrictions on the west side of E 3rd St S between 1st Ave and 2nd Ave to increase parking capacity in the downtown business district.

Resolution

17. Resolution Approving the Granting of a Downtown Improvement Grant for 309 1st Avenue West
 - The new owner proposes facade improvements and new signage for the building at 309 1st Avenue West.
 - Upon project completion, the building will serve as a live-work structure where the business owner will also reside in the upper level.
 - Downtown Grant Review Board reviewed the project at their meeting on August 17, 2023.
18. Resolution Approving the Granting of a Downtown Housing Grant for 309 1st Avenue West
 - Carl Hentsch proposes to establish 309 1st Avenue West as a live-work building. In order to re-establish a residence within the structure, interior renovations are necessary.
 - The Downtown Grant Review Board reviewed the proposal at their meeting on August 17th.
 - A grant of up to \$20,000 is recommended, with a 1:1 match provided by the applicant.

19. Resolution approving Public Professional And Maintenance Employees Local 2003 2024-2029 Collective Bargaining Agreement

- The Public Professional and Maintenance Employees Local 2003 collective bargaining agreement with the City of Newton expires on June 30, 2024. There is an agreement with the Public Professional and Maintenance Employees Local 2003 which was negotiated following the guidelines that the City Council had previously set.
- It is recommended that the new agreement with the Public Professional and Maintenance Employees Local 2003 for the period of July 1, 2024 through June 30, 2029 be approved pending union recertification.

Staff Report

20. Community Development Update - Erin Chambers, Community Development Director

Mayor/Council Comments

21. Mayor and Council Comments

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.

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
AUGUST 7, 2023, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro-Tem Ervin presided. Present Council Members: Hallam, Dalton (via telephone), George, Ervin, Trotter, Wade. Absent: None.

Presentation

2. Jasper County Museum Update - Ann Leonard, Jasper County Historical Museum

Ann Leonard presented on all of the museum collections, not only washer and dryers, but also the Victorian Room, the Rural School, the 1930s Room, Ag Equipment, Advertising history, and the Herman and Neal Deaton Art. She invited everyone to attend the Tree-Mendous Christmas Event in December.

Citizen Participation

3. Logan Shaver, 318 S 6th Ave W, spoke about the great things Newton has that can bring people to town.

Consent Agenda

Moved by Trotter, seconded by Hallam to approve consent agenda items 4-16. AYES: Six. NAYS: None. Consent Agenda was adopted.

4. July 24, 2023 Regular City Council Meeting Minutes

5. July 24, 2023 Workshop Minutes

6. Certify Police Officer Candidates List

7. Certify Fire Marshal Candidate List

8. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-07)
Resolution 2023-210 adopted.

9. Resolution authorizing payment to Northway Well Corporation for Jordan Well repair from lightning strike
Resolution 2023-211 adopted.

10. Resolution Approving a Funding and Partnership Agreement with Heart of Iowa Regional Transit Agency for Fiscal Year 2024
Resolution 2023-212 adopted.

11. Resolution approving emergency replacement of the irrigation water intake system at the Westwood Golf Course
Resolution 2023-213 adopted.

12. Resolution authorizing purchase of new sewer inspection camera equipment for the utilities department.
Resolution 2023-214 adopted.

13. Resolution awarding contract for the Southwest Building Roof Rehabilitation Project.
Resolution 2023-215 adopted.

14. Resolution approving a new 3-year agreement with Iworq work order and asset management for Utilities and Public Works
Resolution 2023-216 adopted.

15. Resolution Approving the Special Event Application for the Bowlful of Blues
Resolution 2023-217 adopted.

16. Approve Bills

Public Hearing

17. Public Hearing on Resolution Approving the Purchase Agreement for Real Property Located at 909 East 7th Street North, Newton, Jasper County, Iowa
Mayor Pro-Tem Ervin stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Trotter, seconded by Wade to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

18. Resolution Approving the Purchase Agreement for Real Property Located at 909 East 7th Street North, Newton, Jasper County, Iowa
Moved by Wade, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-218 adopted.

Ordinance

19. Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title VII, Chapter 70, Section 70.15, Traffic and Parking Schedules Adopted by Reference" to Designate Free Municipal Parking Lots and Remove Parking Restrictions in the 100 Block of East Third Street South
Moved by Trotter, seconded by George to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.
20. Second Consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning
Moved by George, seconded by Hallam to approve the second consideration of the Ordinance. AYES: Six. NAYS: None. Second Consideration of the Ordinance was approved.

Resolution

21. Resolution approving a Preliminary Design Services Agreement for the Downtown Spray Park & Gathering Space Project
Moved by George, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-219 adopted.
22. Resolution approving the submittal of an Iowa Economic Development Authority Community Attraction and Tourism (CAT) grant application for the Maytag Pool Play Feature Improvements and Downtown Spray Park & Gathering Space Projects
Moved by Hallam, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-220 adopted.
23. Resolution approving a letter of support for a Brownfields/Grayfields Redevelopment Tax Credit application by Christensen Development for the redevelopment project at Legacy Plaza
Moved by Dalton, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-221 adopted.
24. Resolution approving a step increase for the Water Pollution Control Superintendent
Moved by Wade, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-222 adopted.
25. Resolution to approve creating a temporary Firefighter/EMT/P position and eliminating an Administrative Assistant position (Ambulance Billing Specialist) in the Fire Department
Moved by Trotter, seconded by George to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2023-223 adopted.

Staff Report

26. Annual Library Report - Nicole Terry, Library Director
Terry presented the Annual Library Report indicating that 441 new library cards were issued between July 2022 and June 2023 with 11,025 registered library patrons. There was an increase of 11% in physical circulation from 85,675 to 95,505. There were 319 physical items going in and out of the library each day. The digital circulation went up 16% from 25,093 to 29,161. This accounts for 23% of total circulation. Library visits were up by 7% with 8712 internet station sessions and 225 meeting room uses. The State Library of Iowa reported that we are #1 in programming attendance geared towards adults and #2 in kids aged 6-11 program attendance. The Pet Photo Booth and the Mermaid Pool party were both huge successes.

Mayor/Council Comments

27. Mayor and Council Comments
Wade asked for an update on the property downtown that was damaged by Derecho 2020. Mike Heilman, City Attorney, stated that the case was filed back in 2021, but because of COVID, all 2020 cases were pushed to 2021 and thus the 2021 cases were then pushed forward, plus one of the defendants passed. All of this resulted in a continuance of the case. In the court system, you are looking at about a year from the date of the continuance for a new date. The city has been doing what they need to do to move it along. There have been multiple summary judgements submitted. Unfortunately, the judge declined to award summary judgement and set it for trial. It is scheduled for trial on October 3rd. Trotter announced that he would not be running for council in the upcoming election and offered any assistance to anyone in the 3rd Ward that may have any questions.

Adjourn

Moved by Trotter, seconded by Wade to adjourn the meeting at 6:55 P.M. Motion unanimously carried by voice vote.

NEWTON SPECIAL WORKSHOP CITY COUNCIL MEETING MINUTES
AUGUST 7, 2023, 7:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in regular session at 7:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Hansen presided. Present Council Members: Hallam, Dalton (via telephone), George, Ervin, Trotter, Wade. Absent: None.

Presentation

2. Historical Valuation Growth and Property Tax Uses - Lisa Frasier, Finance Officer, Michele Heisdorffer, Sr Financial Analyst & Candace Streeter, Financial Analyst
Lisa Frasier, Finance Officer, Michele Heisdorffer, Sr Financial Analyst, and Candace Streeter, Financial Analyst, presented historical valuation growth and property tax uses as it would apply to the current legislation and how growth would be reduced based on the percentage of valuation increases.

Mayor/Council Comments

3. Mayor and Council Comments
Discussion ensued.

Adjourn

Moved by Wade, seconded by Trotter to adjourn the meeting at 7:28 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Michael L. Hansen, Mayor

City of Newton Council Report

**Item:**

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 23-08)

Summary:

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

Financial Impact:

Cost Recovery: \$4,971.80

Report Number: 2023-947

Date:

August 21, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

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

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

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 23-08)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 23-08: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 23-08: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 23-08: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 23-08: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-08: 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
Joshua Gillespie	827477009	901 N 6th Ave E	Newton	\$30,020	\$60.00	\$75.00	\$135.00	LONG'S SD LOT 21	7/13/2023
Joleen Inman	827413006	802 E 8th St N	Newton	\$123,190	\$60.00	\$75.00	\$135.00	EDMUNDSON'S ADD LOT 7 BLK 18	7/13/2023
Jorge Sigala Jr	835402016	505 E 21st St S	Newton	\$106,000	\$715.00	\$75.00	\$790.00	AURORA HEIGHTS SD LOT 6 BLK E	7/11/2023
Sherry Stoner	833283010	623 S 4th Ave W	Newton	\$125,880	\$260.35	\$75.00	\$335.35	WEST NEWTON LOT G BLK D	7/6/2023
Charles Zahurones	834163007	400 W 2nd St S	Newton	\$94,240	\$120.00	\$75.00	\$195.00	ORIGINAL PLAT N1/2 LOT 18 OUTLOT 17	7/5/2023
Baxter Property Management LLC	835133030	1734 1st Ave E	Newton	\$131,650	\$90.00	\$75.00	\$165.00	PT LOT A NE NW EX E 8'	7/14/2023
Marvin Gragg	827453026	605 E 7 1/2 St N	Newton	\$69,590	\$392.47	\$75.00	\$467.47	GARRETT'S SD LOT 14	7/19/2023
Gary Herbrandt	835106011	1306 1st Ave E	Newton	\$86,860	\$90.00	\$75.00	\$165.00	BELMONT PARK LOT 11 BLK 4	7/18/2023
Integrity Property LLC	835102016	223 E 13th St N	Newton	\$84,710	\$60.00	\$75.00	\$135.00	BELMONT PARK LOT 3 BLK 5	7/14/2023
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$1,578.98	\$75.00	\$1,653.98	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	7/17/2023
Nichole O'Neal	833206003	1116 1st Ave W	Newton	\$87,080	\$120.00	\$75.00	\$195.00	EXLINE'S ADD E 50' LOT 3 BLK 5 EX HIGHWAY & EX PART SOLD TO STATE	7/18/2023
Solid Capital LLC	827152007	213 N 15th Ave W	Newton	\$185,590	\$60.00	\$75.00	\$135.00	AINSWORTH & WHEELER'S SD W 135' LOT J	7/20/2023
Jessica Springer	834231016	826 1st Ave E	Newton	\$82,070	\$60.00	\$75.00	\$135.00	EAST ADD LOT F & E 1.5' LOT H SD LOT 7	7/18/2023
Ian Westbrook	827304015	827 1st St N	Newton	\$153,440	\$120.00	\$75.00	\$195.00	AINSWORTH & WHEELER'S SD, LOT 2 OF LOT U EX W 180.5'	7/18/2023
Westward Tax Service	1303202004	619 S 13th Ave E	Newton	\$10,290	\$60.00	\$75.00	\$135.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	7/14/2023
Total							\$4,971.80		

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 23-07)

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.

Financial Impact:

Cost Recovery: \$2,893.62

Report Number: 2023-948

Date:

August 21, 2023

Lead Department:

Community Services

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$2,893.62. 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 23-07).

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 23-07)**

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. 23-07 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 23-07, 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 September 20, 2023, 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 August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 23-07: 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
John Wells	835102016	223 E 13th St N	Newton	\$84,710	\$150.00	\$75.00	\$225.00	BELMONT PARK LOT 3 BLK 5	6/8/2023
Sherry Stoner	833283010	623 S 4th Ave W	Newton	\$125,880	\$343.62	\$75.00	\$418.62	WEST NEWTON LOT G BLK D	6/8/2023
Michael Plumb	827152008	1409 W 2nd St N	Newton	\$111,990	\$90.00	\$75.00	\$165.00	CONN PLACE LOT 11	6/13/2023
Westward Tax Service	1303202004	619 S 13th Ave E	Newton	\$10,290	\$60.00	\$75.00	\$135.00	LISTER'S ACRES E 1/2 LOT 5 EX W 2' OF N 1/2 & E 2' OF S 1/2 OF W 1/2 LOT 5	6/15/2023
Baxter Property Management LLC	835133030	1734 1st Ave E	Newton	\$131,650	\$120.00	\$75.00	\$195.00	PT LOT A NE NW EX E 8'	6/16/2023
Home Key LC	827405017	1008 E 8th St N	Newton	\$0	\$60.00	\$75.00	\$135.00	EDMUNDSON'S ADD S 44' LOT 8 BLK 4 & W 1/2 N/S ALLEY ADJ ON EAST	6/16/2023
Jessica Springer	834231016	826 1st Ave E	Newton	\$82,070	\$90.00	\$75.00	\$165.00	EAST ADD LOT F & E 1.5' LOT H SD LOT 7	6/19/2023
Peter Murphy	834278010	220 E 10th St S	Newton	\$123,450	\$150.00	\$75.00	\$225.00	BENNETT'S SD LOT 7	6/21/2023
Donald Darrah	834277010	925 1st Ave E	Newton	\$78,770	\$60.00	\$75.00	\$135.00	ENGLE'S SD LOT 19	6/21/2023
William Nace	1303203012	1602 E 7th St S	Newton	\$128,070	\$450.00	\$75.00	\$525.00	LISTER'S ACRES LOT 49	6/22/2023
Randy Cline	835426029	701 E 24th St S	Newton	\$85,640	\$120.00	\$75.00	\$195.00	AURORA HEIGHTS SD LOT 14 BLK O	7/3/2023
Jonathan Gardner	826353006	702 E 13th St N	Newton	\$89,120	\$135.00	\$75.00	\$210.00	EMERSON HOUGH PLACE LOT 19 BLK C	7/3/2023
Manuel Hidanovic	834276022	306 E 8th St S	Newton	\$39,260	\$90.00	\$75.00	\$165.00	EASTSIDE SD W 111' 10" LOT 2	6/26/2023
Total							\$2,893.62		

City of Newton Council Report

**Item:**

Resolution approving a letter of support for Newton Main Street's Challenge Grant application for 118 North 2nd Avenue East

Summary:

A resolution and letter of support for the Challenge Grant application for 118 North 2nd Avenue East.

Report Number: 2023-921

Date:

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Financial Impact:

None.

Background:

The Main Street Iowa Challenge Grant is a grant program provided by Main Street Iowa (MSI) and the Iowa Economic Development Authority (IEDA) for brick-and-mortar building projects in designated Main Street districts. Local Main Street organizations are the eligible applicants for the highly competitive program. Grant awards range between \$25,000 and \$100,000.

Newton Main Street is submitting an application for a Challenge Grant for the significant rehabilitation and adaptive re-use project at 118 North 2nd Avenue East. The building owner intends a complete historic renovation of the building.

The project, upon its completion, will have a significant impact on the Main Street District/Newton's Downtown. The project, which seeks to serve residents and attract visitors, aligns with the City's adopted comprehensive plan.

The resolution of support and letter will be attached to the submitted application. There is no additional cost or matching requirement to the City.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

**RESOLUTION SUPPORTING THE NEWTON MAIN STREET
CHALLENGE GRANT FOR A REHABILITATION PROJECT AT 118
NORTH 2ND AVENUE EAST.**

WHEREAS, the Newton became a Main Street Community in 2014, and

WHEREAS, local Main Street Communities are eligible to apply for Challenge Grant Funds on the behalf of projects located within their district, and

WHEREAS, Newton Main Street is applying for a Challenge Grant for the rehabilitation of 118 North 2nd Avenue East in Newton and seeks City support of the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
The City of Newton is supportive of the Challenge Grant application for 118 North 2nd Avenue East and that the mayor is hereby authorized to sign a letter of support to the Iowa Economic Development Authority/Main Street Iowa.

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



August 21, 2023

Iowa Economic Development Authority
Main Street Iowa
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

To Whom It May Concern:

The City of Newton supports the Newton Main Street's application to the Iowa Economic Development Authority for a Main Street Challenge Grant for the rehabilitation and adaptive re-use of the historic building and property located at 118 North 2nd Avenue East. Located just off of the square, the former Montgomery Ward Department Store Building is a significantly large building that has remained under utilized, and most recently vacant, for the past 15 years. As downtown revitalization and place-making continues to be a priority for the City, as articulated by the adopted comprehensive plan, the rehabilitation and adaptive re-use of this building into a public market is a project that we are *very* excited about.

The City agrees that the rehabilitation should comply with the Secretary of Interior's Standards for historic property rehabilitation. The subject building is a contributing structure to the Newton Downtown Historic District.

Thank you for your consideration of the Newton Main Street's Challenge Grant application.

Sincerely,

Mayor Michael L. Hansen
City of Newton

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of City-owned property at 514 South 3rd Avenue East, City of Newton, Jasper County, Iowa

Summary:

Resolution setting the time and date for a public hearing to receive offers on D&D property.

Financial Impact:

None

Report Number: 2023-919**Date:**

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired 514 South 3rd Avenue East through the D&D program using State of Iowa Code Section 657A.10A.

There has been expressed interest in the property. In order to act upon any offer, the City Council must set a time and date for a public hearing in accordance with State of Iowa Code Requirements.

Offers shall be received by no later than 10 AM on September 8th to be considered at the September 18th City Council meeting.

Recommendation:

Staff recommends approval of the resolution setting the public hearing.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY AT 514 SOUTH 3RD AVENUE EAST, CITY OF NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located at 514 South 3rd Avenue East, legally described as: LOT 57 IN BLOCK “B” SOUTHEAST ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN IN PLAT BOOK B AT PAGE 234 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, EXCEPT THE NORTH 132 FEET THEREOF;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on September 18, 2023 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on September 18, 2023, 2023, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property at 514 South 3rd Avenue East, legally described as: LOT 57 IN BLOCK “B” SOUTHEAST ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN IN PLAT BOOK B AT PAGE 234 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, EXCEPT THE NORTH 132 FEET THEREOF. Offers shall be submitted by 10:00 a.m. on September 8, 2023, to the Newton Community Development Department; 403 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution setting a public hearing for the sale of city-owned property, Parcel A of Lot 3, Block 'B', Guthrie's Subdivision, City of Newton, Jasper County, Iowa

Summary:

The subject property is located in the 200 Block of South 16th Avenue West. In order to consider a sale of the property, a date and time of a public hearing must be set.

Financial Impact:

None.

Report Number: 2023-920

Date:

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The City acquired Parcel 'A' of Lot 3, Block 'B', Guthrie's Subdivision through the D&D program using State of Iowa Code Section 657A.10A.

There has been expressed interest in the parcel. In order to act upon any offer, the City Council must set a time and date for a public hearing in accordance with State of Iowa Code Requirements.

Offers shall be received by no later than 10 AM on September 8th to be considered at the September 18th City Council meeting.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF CITY-OWNED PROPERTY, PARCEL ‘A’ OF LOT 3, BLOCK ‘B’ GUTHRIE’S SUBDIVISION, CITY OF NEWTON, JASPER COUNTY, IOWA

WHEREAS, the City of Newton owns a property located in the 200 Block of South 16th Avenue West, legally described as: PARCEL A: A PARCEL OF LAND BEING THE WEST 56 FEET OF THE SOUTH HALF OF LOT 3, BLOCK ‘B’, GUTHRIE’S SUBDIVISION, CITY OF NEWTON, JASPER COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N00°11’01”W, 78.32 FEET ALONG THE WEST LINE THEREOF; THENCE S89°41’58”E, 56.00 FEET; THENCE S00°11’01”E, 78.15 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTH 16TH AVENUE WEST; THENCE N89°52’33”W, 56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on September 18, 2023 at 6:00 p.m., at Newton City Hall, 101 West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on September 18, 2023, at Newton City Hall, 101 West 4th Street South, regarding the sale of the following property located in the 200 Block of South 16th Avenue West, legally described as: PARCEL A: A PARCEL OF LAND BEING THE WEST 56 FEET OF THE SOUTH HALF OF LOT 3, BLOCK ‘B’, GUTHRIE’S SUBDIVISION, CITY OF NEWTON, JASPER COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N00°11’01”W, 78.32 FEET ALONG THE WEST LINE THEREOF; THENCE S89°41’58”E, 56.00 FEET; THENCE S00°11’01”E, 78.15 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTH 16TH AVENUE WEST; THENCE N89°52’33”W, 56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. Offers shall be submitted by 10:00 a.m. on September 8, 2023, to the Newton Community Development Department; 403 West 4th Street North, Suite 501, Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. At said Hearing, interested persons may be heard in support of or opposition to said option agreement.

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

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Location Map Parcel "A" (in red)



City of Newton Council Report

**Item:**

Resolution accepting a fiber line easement across 1915 E 5th St S Newton, Iowa

Summary:

Acceptance of an easement for the installation of a fiber optic line across the Waste Water Treatment Plant

Financial Impact:

None

Report Number: 2023-952**Date:**

August 21, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

To accommodate the extension of the City-wide Fiber network, underground utilities must be placed through the Waste Water Treatment Plant at 1915 E 5th St S. Mahaska Communication Group, LLC has requested an easement from the City to install the underground line on City property. A route was reviewed and established with input from the Utilities Director and staff.

The easement will run along the south property line of 1915 E 5th Street South and will have a minimal impact on daily operations. The easement is for and in consideration of the sum of One Dollar. Maps of easement locations are attached to the easement documents.

Recommendation:

City staff recommends that City Council accept and approve the easement noted above.

Matt Muckler, City Administrator

RESOLUTION 2023- _____

**RESOLUTION ACCEPTING FIBER LINE EASEMENTS FOR THE EXTENSION OF
THE FIBER NETWORK ACROSS 1915 E 5th ST S NEWTON, IOWA**

WHEREAS, to accommodate the extension of the City-wide Fiber network, underground utilities must be placed through the Waste Water Treatment Plant at 1915 E 5th St S; and

WHEREAS, Mahaska Communication Group, LLC has requested an easement from the City to install the underground line on City property; and

WHEREAS, the Utilities Director and staff have reviewed the plan and approved the route; and

WHEREAS, the easement is for and in consideration of the sum of One Dollar.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the easement executed by the utility owner subject to City Council approval and now on file with the City Clerk are hereby approved.

BE IT FURTHER RESOVLED, that the Mayor and City Clerk are authorized to execute the easement documents for the affected property.

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Prepared by & Return to: Julie B. Fisher, PO Box 808, Oskaloosa, IA 52577 (641) 673-2090

EASEMENT AGREEMENT

This easement agreement ("Easement") is made and entered into as of this ____ day of August 2023 by and between City of Newton (hereinafter, "Grantor") and Mahaska Communication Group, LLC, an Iowa limited liability company, its successors and assigns, (hereinafter, "Grantee"). Grantor and Grantee are collectively referred to herein as the Parties.

RECITALS

A. Grantor owns fee simple title to that tract of land described as follows, to wit:

[ADD LEGAL DESCRIPTION HERE]

(the "Property"), being the property at 1915 E 5th Street South, Newton, Iowa and identified as Parcel 1303177002 in the records of the Jasper County, Iowa Assessor.

B. Grantee desires to install and maintain fiber optic cable belonging to Grantee on or across the Property described above. The Parties wish to establish certain easement rights over a portion of the Property and other rights and obligations with respect to the Property.

NOW THEREFORE, in consideration of these Recitals and the mutual covenants and agreements set out below, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. Unless the context clearly indicates otherwise, the following capitalized words and phrases shall have the indicated meanings when used in this Easement:

"Easement" refers to this document as may be subsequently amended or restated.

"Easement Area" refers to the portion of the Property beginning at the Northeast corner of Lot 5 Subdivision of the SW ¼ of the NW ¼ as shown by plat recorded in Plat Book F Page 117 (parcel 1303152008), then traveling south and east within Sixty feet (60') of the property line, to the point where the property line turns southeasterly, then traveling parallel to the property line within Twenty-five feet (25') or less, to the east property line of the Property. The Easement Area includes an additional Ten feet (10') in width for access and runs over, under and across the

described area, within which the Grantor allows Grantee an easement as defined in this Agreement. See attached Exhibit A showing the approximate location of the fiber optic cable to be installed.

"Emergency Repair" refers to a repair of the Property which is needed to prevent or stop imminent injury or imminent damage to persons or property or a material disruption of the business conducted on the Property.

"Maintenance Cure" is defined in *Section 3.2*.

"Maintenance Costs" means all reasonably necessary costs incurred in operating, maintaining, repairing, and replacing the Easement Area and any other portion of the Property impacted by Grantee's operation or use of the Easement Area. These costs may include, but shall not be limited to, (i) safeguarding, (ii) general repair, replacement and maintenance, and (iii) other customary maintenance and repairs of the Common Access Facilities required to keep same consistent with conditions existing at the time of the grant of this Easement and the general condition of Grantor's property.

"Maintenance Obligation" is defined in *Section 3.1*.

"Reimbursement Request" means a written request for reimbursement of Maintenance Costs.

2. **GRANT OF EASEMENT.** Grantor grants to Grantee, its successors and assigns, a perpetual, non-exclusive, appurtenant easement over, under and across the Easement Area for the purposes of:

- (i) **ingress, egress, and utilities, over, under and across the Easement Area**
- (ii) **constructing and installing the fiber optic cable, inspecting, replacing, repairing, and maintaining the Easement Area; including, but not limited to, making a Maintenance Cure or an Emergency Repair of the fiber optic cable.**

2.1 **Additional Easement Rights and Limitations.**

(a) The fiber optic cable and equipment located within Easement Area shall be constructed in accordance with prevailing practices for installation of fiber optic cable in Iowa.

(b) The construction and installation of the fiber optic cable and any subsequent inspection, repair, maintenance or replacement of the fiber optic cable shall not disrupt the normal operation of the Property by Owner or its Tenant including, without limitation, any utility services on the Property.

(c) Grantee shall complete the construction of the fiber optic cable and all subsequent inspections, repairs, maintenance and replacement of the fiber optic cable at its sole cost and expense.

(d) Grantee expects to complete the construction of the fiber optic cable within three (3) months. Any delays in construction exceeding 60 days must be approved by Grantor.

3. **MAINTENANCE OF EASEMENT AREA.** Grantee shall be responsible for operating, repairing and maintaining the Easement Area as follows:

3.1. Maintenance Obligation. Grantor shall maintain the Easement Area in such condition so as to permit Grantee the unobstructed access to the Easement Area. Grantee shall be responsible for maintaining, operating and repairing the fiber optic cable and equipment located within the Easement Area.

3.2. Maintenance Cure. If either party fails to timely perform its Maintenance Obligation, a written demand for performance of the Maintenance Obligation may be given by the other party. This notice shall specifically identify the repairs, corrective action, and/or maintenance demanded to be performed. If the party shall fail, within thirty (30) days of its receipt or deemed receipt of the notice, to commence and thereafter diligently pursue completion of the specified repairs, corrective action, and/or maintenance, the notifying party shall then be entitled to cure the failure (the "Maintenance Cure") and to charge the other party actual costs incurred by notifying party in performing the Maintenance Cure, plus a 10% administrative/overhead charge, which shall be paid upon demand.

3.3. Emergency Repairs. Notwithstanding *Section 3.2* to the contrary, if an Emergency Repair to the Easement Area is needed, Grantor, after making commercially reasonable efforts to notify the Grantee of the need to make that Emergency Repair and the Grantee's failure to promptly commence that Emergency Repair, may immediately make such Emergency Repair without giving Grantee further written demand or opportunity to perform. If the Grantor Owner makes an Emergency Repair, it shall be entitled to charge Grantee as provided above in **Section 3.2** for the Maintenance Costs incurred by the Grantor in performing that Emergency Repair(s). Grantor shall be entitled to reimbursement of such costs upon demand.

3.4 Performance of Maintenance. All work performed in connection with any Maintenance Obligation, Maintenance Cure or Emergency Repair shall be performed in a commercially reasonable manner, subject to all applicable plans, governmental regulations and ordinances (the "Standards"). Grantee may retain a third party entity for the purposes of providing the installation, repair or maintenance of the fiber optic cable and such third party(s) shall be entitled to, and are subject to the terms and conditions of this Easement applicable to Grantee.

4. INSURANCE/INDEMNIFICATION.

4.1. Required Insurance. Grantee shall keep and maintain all adequate insurance on the equipment located within the Easement Area.

4.2. Indemnification Obligation. Grantee shall indemnify Grantor (along with its officers, directors, managers, shareholders, members, and employees) and its successors and assigns from any and all liabilities, damages, and expenses (including reasonable attorneys' fees) with respect to claims arising out of or related to: (a) Grantee or its agent's, employee's, contractor's, or invitee's negligent use of the Easement Area; (b) the Grantee's breach or default in the performance of its obligations under this Easement; and (c) any damage caused to the Property as a result of Grantee's construction or operation of the fiber optic cable.

5. WARRANTIES OF TITLE. Grantor warrants that, as of the date of this Easement: (i) it has fee simple title to the Property (subject only to those matters of record); (ii) it has the right

to grant this Easement; and (iii) it will forever warrant and defend its title against the lawful claims of all persons whomsoever.

6. CONDITIONS. Notwithstanding anything in this instrument to the contrary, this Easement shall automatically expire as to any portions of the Easement Area which are required by any governmental authority to be dedicated. In that event, Grantee agrees to execute all necessary documents evidencing its joinder in any such dedication. Upon such dedication, the Maintenance Obligation shall terminate as those portions of the Easement Area which have been dedicated.

7. RUNNING OF BENEFITS AND BURDENS AND ASSIGNMENT. The rights and obligation under this Easement: (i) are intended to be and shall be appurtenant to and run with the Property, however further reconfigured or subdivided; and (ii) except as otherwise expressly provided in this Easement, all provisions of this instrument, including the benefits and burdens, are binding upon and inure to the benefit of the parties and their successors and assigns. Grantee may assign its rights and duties under this Agreement to a successor entity who shall assume all duties and obligations of the Grantee as provided herein following the assignment.

8. NOTICE. All notices and written consents required under the Easement shall be in writing and shall either be: (a) personally served; (b) delivered by a nationally recognized overnight express delivery service (deemed received the next business day); or (c) posted by certified United States mail, postage prepaid, return receipt requested (deemed received three (3) days after posting). Each notice shall be sent to the address listed for that Owner on the Wapello County tax records. Grantor and Grantee may, at any time by giving at least five (5) days prior notice thereof, change their respective addresses for the above purposes by sending a written notice to the other Parties stating the change and setting forth the new address.

9. MISCELLANEOUS. This Easement (together with any documents incorporated into this document) constitutes the entire agreement between the Parties on this subject matter and supersedes any and all prior agreements, arrangements, and understandings, whether written, oral, electronic, or otherwise, between the parties. No modification of this Easement shall be binding unless in writing and signed by the party against which it is sought to be enforced, or such party's predecessor in interest. The rights and remedies provided by this Easement are cumulative and are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise. The use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies and no waiver of any right or remedy shall be enforceable unless it is in writing and signed by all of the parties in interest that may be adversely affected by such waiver and, in any event, shall not operate as a waiver of any other right or remedy or of the same right or remedy, on a future occasion. This Easement shall be construed in accordance with the laws of Iowa, without giving effect to its conflict of laws principles; as having been drafted by both parties, jointly, and not in favor of or against one party or the other; and all words and phrases in this Easement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires. Each party will execute and deliver all additional documents and do all other acts as may be reasonably necessary to carry out the provisions and intent of this Easement. Nothing in this Easement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties. The covenants contained herein shall be enforceable by suit for specific performance and

injunctive relief, in addition to any other remedy provided by law or equity. In any action or proceeding brought to enforce any provision of this Easement, or where any provision of this Easement is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees from the unsuccessful party, in addition to any other available remedy. This Easement shall be deemed executed and completed in Iowa; the courts of Iowa shall have exclusive jurisdiction over any disputes as to the terms of this Easement.

City of Newton, Iowa, an Iowa Corporation

By: _____
_____, Mayor _____, City Clerk

STATE OF IOWA, JASPER COUNTY, ss:

This record was acknowledged before me on _____ by
_____, as Mayor, of City of Newton, Iowa.

Notary Public in and for said State.

MAHASKA COMMUNICATION GROUP, LLC.

By: _____
Christopher K. Hyland, Treasurer

STATE OF IOWA, COUNTY OF MAHASKA, ss:

On this ____ day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher K. Hyland, to me personally known, who, being by me duly sworn, did say that the person is the Treasurer of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and that Christopher K. Hyland acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by him and it voluntarily executed.

Notary Public in and for said State

Aerial Map

Proposed Road Alignment

100 ft

1303301003

1303177002

1303327002

E 5th St S

City of Newton Council Report

**Item:**

Resolution awarding contract for the 2023 Water Service Project

Summary:

Award contract to transfer existing water services.

Financial Impact:

\$66,289.02 from Water Revenue Funds.

Report Number: 2023-951

Date:

August 21, 2023

Lead Department:

Utilities

Recommendation:

Approve

Background:

The existing 4" water main was beyond its useful life and had become old and brittle, causing numerous water main breaks & repairs. A new 12" water main was previously installed to replace the 4" main by Newton Waterworks. Before abandoning the original 4" water main, individual service lines along the route need to be transferred to the new 12" Water Main.

This project includes moving 27 water services to the 12" water main with 980LF of 3/4" copper service lines, 3/4" curb stops and boxes, water main abandonment, tying in of existing water main, and PCC removal and replacement. The project has a substantial completion date of December 15, 2023. Quotes were received and opened on August 11, 2023, and the quotes are as follows:

Company	Quoted Price
JQ Construction LLC, Washburn, Iowa	\$66,289.02
Morris Enterprises, Le Grand, Iowa	\$72,033.00
On Track LLC, Nevada, IA	\$184,460.00
J&K Contracting, Urbandale, Iowa	\$192,500.00
CON- Struct, INC, Marshalltown, Iowa	\$221,900.00

The engineers' estimate for the project was \$70,215.70.

Recommendation:

Staff recommends awarding the project to the lowest responsive, responsible bidder, JQ Construction LLC, of Washburn, IA, based on the lowest responsive responsible bid received in the amount of \$66,289.02, utilizing water revenue funds for this project.

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

Matt Muckler, City Administrator

RESOLUTION NO. 2023-_____

**RESOLUTION AWARDING CONTRACT FOR THE
2023 WATER SERVICE PROJECT**

WHEREAS the Existing 4" water main was beyond its useful life and had become old and brittle, causing numerous water main breaks & repairs; and

WHEREAS A new 12" water main had been previously installed to replace the 4" Main by Newton Waterworks a few years ago; and

WHEREAS the old 4" water main continues to have failures; and

WHEREAS to be able to abandoned the original 4" water main, individual service lines along the route need to be transferred to the new 12" Water Main; and

WHEREAS, sealed bids were received and opened on August 11, 2023; and

WHEREAS, JQ Construction LLC. of Washburn, IA was the lowest responsive, responsible bidder for the 2023 Water service project in the amount of \$66,289.02.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the bid from JQ Construction LLC. of Washburn, IA, in the amount Sixty-Six thousand Two hundred and Eighty-Nine dollars and Two cents (\$66,289.02) for the 2023 Water Service Project, as described in the plans and specifications, is hereby accepted.

BE IT FURTHER RESOLVED, by the City Council of Newton, Iowa, that the Contract and Bond executed by JQ Construction LLC. of Washburn, IA for the 2023 Water service line project as described by the plans and specifications filed in the office of the City Clerk, be signed by the Mayor and City Clerk on behalf of the city.

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Vendor	Department	Description	Amount
Acco Unlimited Corp	Maytag Pool	Supplies	\$ 3,943.79
Acushnet Company	Golf	Merchandise	\$ 184.12
Ahlers & Cooney P C	Legal Services	Service	\$ 8,845.62
Airgas USA LLC	Fire	Supplies	\$ 70.82
Alliant Energy/IPL	All	Utilities	\$ 94,973.61
Amazon Capital Services	All	Supplies	\$ 1,394.44
Applied Industries Technologies	Water Pollution Control	Supplies	\$ 626.30
Axon Enterprise Inc	Police	Service	\$ 1,856.00
Baker Group	City Center	Service	\$ 614.50
Blackburn Mfg Co	Water Distribution	Supplies	\$ 501.45
Bolton & Menk Inc	All	Service	\$ 50,710.49
Bound Tree Medical LLC	Fire	Supplies	\$ 1,578.13
Bowen Construction Inc	Fire	Service	\$ 1,130.00
Brady, Austin	Fire	Reimbursement	\$ 29.50
Brick Gentry P.C.	Legal Services/Water Admin	Service	\$ 15,307.00
Bristow, Ian & Catina	Utility Billing	Refund	\$ 7.00
CDW Government Inc	Fire	Supplies	\$ 390.58
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 1,886.00
Chamber of Commerce	All	Service	\$ 450.00
Cintas	All	Service	\$ 593.31
Computer Resource Specialists	Administration/Water	Service	\$ 2,073.80
Daily Dispatch	Fire	Service	\$ 326.67
Darrell's Electric	City Center	Service	\$ 80.00
Des Moines Stamp Mfg	Finance/Police	Supplies	\$ 62.50
Diamond Vogel Inc	All	Supplies	\$ 526.99
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 1,908.46
Evoqua Water Technologies LLC	Water Pollution Control	Supplies	\$ 1,581.00
EZ Lease	Fire/WPC	Service	\$ 245.01
Fastenal	Water Distribution/WPC	Supplies	\$ 175.14
Forbes Office Solutions	All	Supplies	\$ 1,764.66
Galls LLC	Fire/Police	Supplies	\$ 238.24
Garcia, Jose	Police	Reimbursement	\$ 45.22
Gilbert Lawn Care and Snow Removal LLC	City Center/Library	Service	\$ 1,748.00
Gregg Young Auto Center	Police	Service	\$ 221.00
GrowyourCaptains.com LLC	Fire	Service	\$ 2,500.00
Gymer, Connie & Gordon	Utility Billing	Refund	\$ 3.78
Hach Co	Water Treatment Plant	Supplies	\$ 94.06
Harris Golf Cars	Golf	Service	\$ 1,470.00
Hartgers, Joe	Water Distribution	Reimbursement	\$ 295.32
Hawkins Water Treatment	Water Treatment Plant	Supplies	\$ 8,405.86
Heartland Door and Frame Inc	Water Treatment Plant	Services	\$ 7,888.00
Howe Excavating	Water Distribution	Service	\$ 3,850.00
Hy-Vee - Johnston	Police	Training	\$ 2,327.70
I & S Group Inc	WW Clubhouse RESO 2023-013	Service	\$ 12,242.26
IEMSA	Fire	Service	\$ 350.00
IMWCA	All	Service	\$ 4,498.94
Innova Disc Golf	Parks	Supplies	\$ 246.64
Iowa association of Water Agencies	Water Treatment Plant	Services	\$ 1,317.66
Iowa Chapter APWA	Snow Removal	Training	\$ 375.00
Iowa Dept of Natural Resources	Airport	Service	\$ 255.00
Iowa Law Enforcement Academy	Police	Service	\$ 150.00
Iowa League of Cities	Finance	Service	\$ 75.00
Iowa Park & Recreation Association	Maytag Pool	Training	\$ 325.00
Iowa Prison Industries	Cemetery	Service	\$ 1,595.75
James, Karenzya	Maytag Pool	Refund	\$ 10.00

Jasper Construction Services	Water Distribution/WPC	Supplies	\$ 380.55
JETCO Inc	Water Treatment Plant	Services	\$ 253.50
Johnson Aviation	Airport	Service	\$ 48.14
Joni's Creations	Police	Supplies	\$ 24.00
Keltek Incorporated	Police	Supplies	\$ 2,703.07
Key Cooperative	All	Supplies	\$ 14,741.85
Keystone Labs	All	Service	\$ 5,433.75
Kinetic Edge Physical Therapy	All	Service	\$ 264.00
Krivachek Janitorial Supply	Water Pollution Control	Supplies	\$ 150.00
Liberty Tire Services LLC	Landfill	Supplies	\$ 1,433.72
Linahon, Jacy	Maytag Pool	Training	\$ 100.00
Little Princess Parties	Parks	Service	\$ 320.00
Lyman, Rick	Police	Service	\$ 475.00
Magnum Automotive	Police	Service	\$ 222.93
Mahaska Bottling Co	Golf/Maytag Pool	Concessions	\$ 2,094.10
Manatts - D.M.	All	Service	\$ 9,818.61
Martin Marietta Materials	All	Supplies	\$ 1,470.71
Maxim Advertising	Administration	Service	\$ 55.00
Mcclurg, Hillary & Christopher	Utility Billing	Refund	\$ 2.94
Menards-Altoona	Cemetery/Parks	Supplies	\$ 7,388.77
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 838.29
MercyOne Occupational Health Clinic	Fire	Service	\$ 967.00
Metering and Technology Solutions	Water Distribution	Supplies	\$ 4,102.58
Miller Mechanical Specialties	Water Pollution Control	Supplies	\$ 266.49
Mississippi Lime Company	Water Treatment Plant	Supplies	\$ 14,082.04
MTI Distributing Inc	Golf/Parks	Supplies	\$ 200.64
Municipal Pipe Tool Co	Water Pollution Control	Supplies	\$ 1,346.13
Municipal Supply Inc	Water Distribution	Supplies	\$ 1,225.37
NAPA Auto Parts	All	Supplies	\$ 9,804.78
News Printing Company	All	Services	\$ 2,044.73
Nook, Lauren	Maytag Pool	Reimb	\$ 50.00
Office Depot	Golf/Parks	Supplies	\$ 126.54
O'Reilly Auto Parts	Parks	Supplies	\$ 15.99
Parkview Animal Hospital	Animal Control	Service	\$ 2,375.00
Per Mar Security Services	Police RESO 2023-158	Service	\$ 6,610.00
Petroleum Marketers Management Ins Co	Airport	Service	\$ 1,395.00
Phelps Uniform Specialists	All	Service	\$ 253.00
Premier Office Equipment	Police	Service	\$ 252.30
Quill Corporation	Fire	Supplies	\$ 97.54
RACOM Corporation	Police	Supplies	\$ 4,051.25
Randall, Alaina	Utility Billing	Refund	\$ 136.39
Ray, Randy	Police/SSMID	Services	\$ 2,585.00
Red Sun Yoga LLC	Parks	Service	\$ 390.00
Reilly Construction Co	Street RESO 2022-185	Service	\$ 81,743.91
Reserve Account	Finance	Service	\$ 3,000.00
Riggs Printing Inc	Utility Billing	Supplies	\$ 846.00
Rybo's Painting	Fire	Service	\$ 1,164.18
Schakel, Brandon	Engineering	Reimb	\$ 120.00
Schimberg Co	Water Treatment Plant	Supplies	\$ 167.00
Sign Pro	Parks	Service	\$ 959.00
Smith Quality Rental	Fire/WPC	Service	\$ 637.50
Spahn & Rose Lumber Co	All	Supplies	\$ 1,691.12
Springer Professional Home Services	Golf	Service	\$ 46.20
State Hygienic Laboratories	Water Distribution	Service	\$ 650.50
Sterling Fire & Safety Inc	Airport	Service	\$ 215.00
Subway-Hwy 14/S 12 Ave W	Police	Service	\$ 204.76
Superior Welding Supply	City Garage	Supplies	\$ 84.15
Terminal Supply Company	City Garage	Supplies	\$ 230.05
Theisen's	All	Supplies	\$ 2,162.03

TigerTough	Police	Supplies	\$ 796.00
Town & Country Sanitary Services	Airport	Service	\$ 480.00
Town & Country Wholesale Co	Golf	Concessions	\$ 887.93
Trending Media Inc	Community Marketing	Services	\$ 99.00
True Value Hardware	All	Supplies	\$ 965.53
Two Rivers Cooperative	All	Supplies	\$ 14,163.23
ULINE	Water Pollution Control	Supplies	\$ 278.28
United Public Safety	Police	Service	\$ 22.41
United States Cellular	All	Utilities	\$ 1,463.81
UnityPoint Clinic-Occupational	All	Service	\$ 210.00
USABlueBook	Water Pollution Control	Supplies	\$ 2,982.92
Utility Equipment Co	Storm Water/Water Distribution	Supplies	\$ 4,037.39
Van Maanen Electric Inc	Maytag Pool	Service	\$ 94.50
Van Wall Equipment	All	Supplies	\$ 1,638.67
Verizon Wireless	Disaster Services	Utilities	\$ 35.01
Warnick Mechanical	Airport	Service	\$ 178.00
Wellmark-Station 5E289	Fire	Refund	\$ 193.60
Wendling Quarries Inc	Golf	Supplies	\$ 183.83
Westrum Leak Detection/Troy Westrum Inc	Water Dist RESO 2022-338	Services	\$ 5,900.00
Wildlife Control Supplies	Police	Supplies	\$ 222.40
Windstream Communications, llc	All	Services	\$ 246.34
Woodruff Construction LLC	2021 Sewer Rev Bonds RESO 2022-285	Service	\$ 240,316.27
Ziegler Inc	Streets	Equipment	\$ 88,258.12
Zoll	Fire	Supplies	\$ 356.25

Grand Totals:

\$ 802,892.91

Pre-Authorized Payments

A&A Concrete LLC	P&Z RESO 2023-049	Service	\$ 2,297.58
AT & T Mobility	Landfill	Utility	\$ 137.06
Beverage Distributors of Iowa	Golf	Concessions	\$ 287.76
Doll Distributing LLC	Golf	Concessions	\$ 810.00
Iowa Beverage Systems	Golf	Concessions	\$ 610.60
Jet Drain Services	Storm Water RESO 2023-182	Service	\$ 1,774.99
Greg Jurgensen	D&D Demo Grant RESO 2023-126	Grant	\$ 16,775.00
Rozendaal Services LLC	Parks RESO 2023-186	Service	\$ 793.25
Windstream	All	Utility	\$ 2,770.02

Total:

\$ 26,256.26

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance Amending and Updating the Code of Ordinances, City of Newton, Iowa, Title XV: Land Usage, Ch. 158: Zoning

Summary:

The proposed code amendments include general edits and updates to further clarify existing regulations found in the Zoning Code, in accordance with the recently adopted *Envision Newton 2042* Comprehensive Plan, and to align with current state and/or federal laws

Financial Impact:

None.

Report Number: 2023-831**Date:**

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

To amend the City of Newton Zoning Code (Ch. 158) with general edits and updates to further clarify regulations found within the chapter, resolve identified errors/inconsistencies, and to align with the recently adopted *Envision Newton 2042* Comprehensive Plan and current state and/or federal laws. All proposed amendments should help lessen the number of administrative interpretations needed to be made by Community Development Department staff. The primary changes are summarized as follows:

- Adult Amusement or Entertainment– change Zoning definition to remove language that is in violation of federal laws.
 - City attorney Matt Brick has reviewed the current City ordinance and provided feedback stating that the city's current ordinance is out of compliance with federal free speech laws (on the matter of male and female impersonators).
 - By removing the reference to male and female impersonators, the City's zoning ordinance comes into compliance with current federal laws. It is noted that the change does not limit the City's ability to enforce adult uses but it does keep result in the removal of a code provision that actively violates current federal laws.
- Residential Zoning Districts – add or revise permitted uses to align with other residential districts and avoid future conflicts with existing uses.
- Commercial Zoning Districts – remove all references to C-SC district, add permitted uses to C-A, C-N, and C-T districts to avoid future conflicts with existing uses or current state law, and revise setback requirements in C-N district.
- Accessory Buildings – add language to clarify 15 foot maximum height and how it is measured.
- Bed and Breakfast Inns – add language to differentiate B & Bs from short term rentals.
- Fences – add clarifying language for side yard fencing and security fencing in commercial and industrial zones and for local utility infrastructure.
- Towers and Wireless Communication Facilities – add clarifying language for maximum height of private, non-commercial communication equipment.

Planning and Zoning Commission Review & Recommendation: The Planning and Zoning Commission reviewed the proposed Zoning Code text amendments in a public hearing held during

their July 11, 2023, meeting and unanimously approved a motion to recommend approval as presented.

Recommendation:

Staff recommends approval.

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

Matt Muckler, City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA, TITLE XV: LAND USAGE, CHAPTER 158: ZONING**

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

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

§ 158.003 DEFINITIONS.

ADULT AMUSEMENT OR ENTERTAINMENT. An amusement or entertainment which is distinguished or characterized by an emphasis on acts or material depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, including, but not limited to, topless or bottomless dancers, exotic dancers, or strippers male or female impersonators or similar entertainment which are not subject to state and/or local liquor laws or regulations.

§ 158.020 R-4: MULTI-FAMILY RESIDENTIAL.

- (6) Health and medical institutions, including convalescent, nursing and rest homes, hospitals and sanitariums; and
- (7) Public parks, open spaces and recreational facilities;
- (8) Educational and religious facilities;
- (9) Home occupations; and
- (7) (10) Agriculture.

§ 158.022 C-CBD: CENTRAL BUSINESS DISTRICT COMMERCIAL.

(B) Permitted uses. The following uses are permitted in the C-CBD: District:

- (1) Uses permitted in the C-SC C-A District;
- (2) One through Multiple-family dwellings;

...

- (6) Educational and religious facilities; and

§ 158.023 C-A: ARTERIAL COMMERCIAL.

...

(9) Accessory outdoor displays and storage of the permitted sale of goods and services allowed or defined as permitted uses in this district and/or temporary seasonal displays such as lawn and garden or holidays, if identified on an approved site plan and if minimum parking requirements are met;

(9) (10) Travel related and hospitality related businesses, including the following: hotels, motels, tea room or tea houses or other similar businesses;

(10) (11) Restaurants and amusement establishments, including: bowling alleys, dance halls, pool halls, night clubs and lounges; provided, the use is located greater than 250 feet from a primary residential use;

(11) (12) Small animal veterinary clinics without boarding facilities;

(12) (13) Agriculture;

(13) (14) One- through multi-family dwellings up to 25 units per acre; and

(14) (15) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

§ 158.024 C-N: NEIGHBORHOOD COMMERCIAL.

...

(6) Restaurants, subject to site plan approval;

(6) (7) Bed and breakfast inn, subject to site plan approval; and

(7) (8) Tea room or tea house.

...

(E) Size regulations. The following minimum and maximum size regulations shall apply in the C-N: Neighborhood Commercial District:

- (1) Minimum lot size: 10,000 square feet;
- (2) Building setbacks:
 - (a) Front yard: 35 25 feet;

- (b) Rear yard: 35 25 feet; and
- (c) Side yard: 15 8 feet;

§ 158.026 C-T: TOURISM ORIENTED COMMERCIAL DISTRICT.

- (4) Restaurants;

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...

(11) Mixed-use buildings which may include professional offices, retail, and multi-family dwellings if the provisions of section (D) of this subchapter are met, and other commercial uses limited to the interior of a building that serve a regional purpose;

(11)-(12) Large, destination retail businesses having at least 75,000 square feet in floor area; and

(12)-(13) Camp grounds having no more than 100 camp sites.

(14) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

...

(C) Conditional uses. The following are conditional uses within the C-T District subject to a conditional use permit and site plan approval where the applicant must establish that the development is in harmony with the surrounding neighborhood:

...

(8) Fireworks sales with storage of fireworks in a space equal to or less than 20% of the sales floor area. The activity shall be located at least 150 feet from any residential dwelling, 150 feet from any fuel source, and 750 feet away from any other fireworks sales use.

2017 S-3

Zoning 247

SPECIFIC REGULATIONS

§ 158.110 ACCESSORY BUILDINGS.

(D) Height of accessory buildings or structures on residential lots. No detached accessory building or structure located on a residential lot shall exceed a height of 15 feet, as measured to the midpoint of the roof slope or the average height between the roof edge and highest portion or ridge of the roof.

§ 158.111 BED AND BREAKFAST INNS.

(F) Bed and Breakfast Inns differ from short-term rental properties in that a short-term rental property does not include a unit that is used for any retail, restaurant, banquet space, event center, or other similar use, as defined by Iowa State Code Ch. 414.1.

§ 158.115 FENCES.

(C) Fences in the side or rear yards may be closed-type fencing and may be no taller than seven feet tall.

...

(G) Security fences shall be permitted in the required front yard of industrial or commercial zoning districts or for local utility infrastructure in any zoning district; provided that, they do not encroach upon any required traffic visibility zone which must be approved by the Newton Public Works Department. Security fences shall be defined as a type of fencing that is no taller than 7 feet in total height that incorporates additional features such as barbed wire, alarm systems, camera systems, and/or motion sensors for the purpose of providing enhanced protection for assets inside the fenced area. Allowable materials include timber, welded wire mesh, metal railings, and chain link fencing.

§ 158.118 WIND ENERGY CONVERSION SYSTEMS.

- 2. Districts.

...

C. Dispersed wind energy conversion systems are conditional uses in the following commercial districts: C-A, C-SC, C-O, C-T; and the following industrial districts: I-RL, I-L, I-H; provided, the setback and height requirements can be met.

§ 158.120 TOWERS AND WIRELESS COMMUNICATION FACILITIES.

(a) Amateur radio, private, or other non-commercial communication equipment. This section shall not govern any tower, or the installation of any communication equipment that is under 75 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is exclusively for receive-only antennas. Such towers or equipment

shall meet the maximum height established by the zoning district in which it is located. However, any proposed tower, regardless of height, may be subject to applicable airport zoning regulations or other FAA restrictions as determined by a project-specific FAA determination.

SIGNS

§ 158.159 GENERAL REGULATIONS.

(G) (1) Total sign area as determined by § 158.162 of this chapter shall be allowed. In addition to the sign area determined as by § 158.162 of this chapter, the following additional square footage shall be added to the total sign area for free-standing signs allowed per multi-use facility:

For C-CBD	32 square feet (i.e., 20% of 160 square feet)
For C-N	20 square feet (i.e., 25% of 80 square feet)
For I-RL, I-L, I-H, C-A, C-SC, C-T and C-O	45 square feet (i.e., 15% of 300 square feet)

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

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

Section 4. Effective. This ordinance shall be effective on _____2023, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, Title VII, Chapter 70, Section 70.15, Traffic and Parking Schedules Adopted by Reference" to Designate Free Municipal Parking Lots and Remove Parking Restrictions in the 100 Block of East Third Street South

Summary:

After construction of a new City parking lot and downtown streetscape, City staff reviewed the parking ordinance and determined there was a need for revisions.

Financial Impact:

N/A

Report Number: 2023-784**Date:**

August 21, 2023

Lead Department:

Police

Recommendation:

Approve

Background:

City staff conducted a review of downtown parking ordinances due to some recent construction and found the need for City Code updates relating to those projects. In 2022, a new municipal parking lot was constructed on the southwest corner of the intersection located at S 2nd Ave / W 4th St. In order to keep consistent with parking codes in all City lots, it is recommended to add this lot to the list of designated "free municipal lots" in City Code. Additionally, City Code does not accurately reflect all of the designated free municipal lots in the City.

This proposed ordinance change would update the Code of Ordinances to accurately reflect the current list of designated free municipal lots: South Second Avenue East, 100 Block; South Second Avenue West, 200 Block; North Second Avenue West, 200 Block; West Second Street North, 200 Block; North Second Avenue West, 400 Block; North Third Avenue East, 100 Block, South Second Avenue West, 400 Block; West Second Street South, 200 Block.

In 2022, Public Works completed the streetscape project in the 100 block of E 3rd St S. After completing the project it was found that additional parking capacity was created as a result of that project. The current City Code restricts parking on the west side of E 3rd St S between 1st Ave and S 2nd Ave. City staff recommends eliminating this parking restriction so that additional on-street parking can be added along the west side of the street.

Recommendation:

Staff recommends approval of this ordinance.

Matt Muckler, City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO DESIGNATE FREE MUNICIPAL PARKING LOTS AND REMOVE PARKING RESTRICTIONS IN THE 100 BLOCK OF EAST THIRD STREET SOUTH

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

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

FREE MUNICIPAL PARKING LOTS DESIGNATED

Designated locations are hereby specified as free municipal parking lots to provide off-street parking in the congested area near the downtown business district in the city.

South Second Avenue East, 100 Block; South Second Avenue West, 200 Block; North Second Avenue West, 200 Block; West Second Street North, 200 Block; North Second Avenue West, 400 Block; North Third Avenue East, 100 Block, South Second Avenue West, 400 Block; West Second Street South, 200 Block.

STREETS, SOUTHEAST QUADRANT

East Third Street South. "No Parking Anytime".

East side from South Second Avenue East south to South Eighth Avenue East.

~~West side from First Avenue East south to South Second Avenue East.~~

West side from South Eighth Avenue East north eighty-four (84) feet.

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

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

Section 4. Effective. This ordinance shall be effective on _____, 2023, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2023 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2023.

Dated this ____ day of _____, 2023.

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution Approving the Granting of a Downtown Improvement Grant for 309 1st Avenue West

Summary:

The proposal is a new sign, repairs to the siding, and a new deck/entrance on the rear side. The proposed work aligns with the Newton Downtown Historic District Design Guidelines & the Program Requirements.

Financial Impact:

\$6,150.17 from bonded funds for Downtown Improvement Grants

Report Number: 2023-922

Date:

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant proposes a double-sided, non-illuminated custom aluminum projecting sign. Additionally, the applicant proposes siding repairs and a rear deck.

The building is considered a contributing resource to the Newton Downtown Historic District. The building is eligible under Criterion A in association with the history of Newton community planning and development, significant in its ability to contribute to our understanding of the evolution of the business district, specifically how the composition of the commercial area developed over time from one with a variety of property types represented to one dominated by commercial buildings.

The house was constructed between 1900 and 1906. The house was home to two of Newton's doctors, Dr. C.C. Smead in the 1910s, and Dr. Leslie L. Smead in the late 1930-1950s. For a brief period in the early 1930s, a business known as Bert Simmons Garage was listed on the property.

In 1988, Ben Clayton and Jim Cleverly obtained the house and remodeled it for their law office.

The proposed new business at the property will be Betty J's Mercantile and originates from Ottumwa, IA.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN IMPROVEMENT GRANT FOR 309 1ST AVENUE
WEST**

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, the Newton City Council has established the Downtown Improvement Grant Program; and

WHEREAS, Carl Hentsch, Betty J's Mercantile, submitted an application requesting grant funds for 309 1st Avenue West for assistance in the sign and façade rehabilitation program areas; and

WHEREAS, the Downtown Grant Review Board, reviewed the proposal at their meeting on August 17, 2023; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Carl Hentsch, for signage and façade rehabilitation, as a reimbursement grant, in an amount not to exceed a total amount of \$6,150.17, provided a 1:1 match is met;

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

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Carl Hentsch**

This Agreement made and entered into this _____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called "City" and Carl Hentsch hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds for property located at 309 1st AVE West; and

WHEREAS, the Downtown Grant Review Board and Newton City Council reviewed and approved the application;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$6,150.17** in grant funds for signage and façade improvements, provided a 1:1 match is met separately, for each program area and does not exceed the maximum allowed for each program area per the adopted program requirements.
- 2.) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts and proof of payment for the project(s), with a summary page of said expenses, shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
 - b. All proposed work shall comply with applicable City Codes, including but not limited to, zoning and building codes.

- c. All proposed work shall align with the approved Newton Downtown Historic District Design Guidelines.
- 3.) The applicant will match provide a 1:1 match to the grant funds for each specific program area.
- 4.) Required sign, building, plumbing, mechanical or other permits will be obtained and work will be completed by licensed contractors when required. Permit fees are not eligible costs for reimbursement.
- 5.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Carl Hentsch

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

**Item:**

Resolution Approving the Granting of a Downtown Housing Grant for 309 1st Avenue West

Summary:

The new property/business owner proposes a significant renovation to re-establish a residence in the property. The new property owner/business owner will live in the building and operate a commercial business in the first floor.

Financial Impact:

\$20,000 of bonded Downtown Housing funds

Report Number: 2023-923

Date:

August 21, 2023

Lead Department:

Community Development

Recommendation:

Approve

Background:

The applicant proposes a live-work retail arrangement, residing in the upper level and operating a mercantile in the lower level. In order to make the residential component a reality, a significant investment is necessary to provide a kitchen and laundry space. The building is considered a contributing resource to the Newton Downtown Historic District, eligible under Criterion A. Fire insurance maps indicate that the house at 309 1st Avenue West was constructed between 1900 and 1906. The house was home to two of Newton's doctors and for a brief period in the early- 1930's, a business known as Bert Simmons Garage was listed on the property. In 1988, the interior of the house was remodeled into a law office. Most recently the building was known as the Lemon Tree Tea House.

Total costs of the interior housing remodel add up to \$94,688.92. The Downtown Housing Grant program provides a 1:1 matching grant per residential unit up to a maximum of \$20,000.

Recommendation:

Staff recommends approval

Matt Muckler, City Administrator

RESOLUTION NO. 2023 – _____

**RESOLUTION APPROVING THE GRANTING OF A
DOWNTOWN HOUSING GRANT FOR 309 1ST AVENUE WEST**

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics as well as providing for a variety of housing options in the community; and

WHEREAS, the Newton City Council has established the Downtown Housing Grant Program; and

WHEREAS, Carl Hentsch, submitted an application requesting housing grant funds for assistance in establishing a residence in 309 1st Avenue West and creating a live-work building in the Newton Downtown; and

WHEREAS, the Downtown Grant Review Board, reviewed the proposal at their meeting on August 17, 2023; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Downtown Housing Grant Funds be provided to Carl Hentsch, as a reimbursement grant, in an amount not to exceed a total amount of \$20,000, provided a 1:1 match is met;

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

PASSED this _____ day of August, 2023.

APPROVED this _____ day of August, 2023.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Housing Grant Program Agreement
Between City of Newton and Carl Hentsch**

This Agreement made and entered into this _____ day of _____ 2023 by and between the City of Newton, Iowa, hereinafter called "City" and Carl Hentsch, owner, 306 1st Avenue West, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive a Downtown Housing Grant for the renovation of one unit at 309 1st Avenue West; and

WHEREAS, the submittal meets the established program requirements

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$20,000.00** in grant funds for the renovation to establish a residential unit at 309 1st Avenue West.
- 2.) The project shall be completed before August 21, 2024. If additional time is required, staff may authorize up to 6 months without additional City Council approval, provided progress in the project is demonstrated. Additional time in excess of 6 months may be requested by the applicant and would require additional City Council approval.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed work upon verification of completion of the unit and issuance of a Certificate of Occupancy.
 - a. Copies of all receipts shall be submitted to the City of Newton, Planning and Zoning Department, 403 W 4th ST N, Suite 501, Iowa 50208 for administrative verification of expenditures and applicant match.
 - b. An inspection by City Staff may be performed to verify completion of the project.

4.) The applicant will match provide a 1:1 match to the grant funds.

5.) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Carl Hentsch
Applicant/Owner

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING PUBLIC PROFESSIONAL
AND MAINTENANCE EMPLOYEES LOCAL 2003
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Public Professional and Maintenance Employees Local 2003 collective bargaining agreement with the City of Newton expires on June 30, 2024, and

WHEREAS, there is an agreement with the Public Professional and Maintenance Employees Local 2003 which was negotiated following the guidelines that the City Council had previously set;

NOW THEREFORE BE IT RESOLVED that the new agreement with the Public Professional and Maintenance Employees Local 2003 for the period of July 1, 2024 through June 30, 2029 be approved pending union recertification.

PASSED this _____ day of August, 2023

APPROVED this _____ day of August, 2023

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

**AGREEMENT
CITY OF NEWTON
AND
PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES
LOCAL 2003**



JULY 1, ~~2019~~2024 – JUNE 30, ~~2024~~2029

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PREAMBLE

THIS AGREEMENT is executed by the City of Newton, Iowa (hereinafter called "Employer") and Public Professional and Maintenance Employees Local Union 2003, IUPAT, (hereinafter called "Union").

ARTICLE 1

INTENT AND PURPOSE

Section 1. The Employer, the Union and the Employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Newton, Iowa.

Section 2. The Employer, the Union and the Employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government in the City of Newton.

Section 3. It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of a claimed grievance, and to prevent any strike, work stoppage or other interruption of work or interference with the Employer's operations.

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 536 as amended, to-wit:

All full-time and regular part-time employees in the classifications of police officers and community service officer, excluding the chief, lieutenants, sergeants, administrative assistants and all employees excluded by Section 4 of the Act, and all other employees of the City of Newton.

ARTICLE 3

DEFINITIONS

Section 1. A part-time employee is a person who is normally hired for at least twenty (20) hours per week but less than forty (40) hours per week. A part-time employee is included within this bargaining unit and is entitled to pro rata benefit of this Agreement. Part-time employees as of July 1, 2000, will be “grand fathered” and will not be affected by this section.

Section 2. A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

Section 3. A probationary employee is a certified police officer ~~or youth officer~~ who has not completed nine (9) months of continuous service with the Employer, or a non-certified police officer or youth officer who has not completed nine (9) months of continuous service with the Employer following successful completion of the Iowa Law Enforcement Academy. Community Service Officers are probationary employees if they have not completed six (6) months of continuous service with the Employer. During the probationary period, such employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off, or suspend such probationary employee for any reason with cause.

Section 4. A regular employee is an employee other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 5. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

Section 6. Act shall mean the Iowa Public Employment Relations Act, as it may be amended ~~form~~from time to time.

Section 7. An “emergency” shall be defined as any action that is unplanned, not usual or that does not occur with a degree of regularity.

ARTICLE 4

UNION RIGHTS

Section 1. The Union recognizes its responsibility as the exclusive bargaining agent for the employees described above, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost consistent with Fair Labor Standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees: (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees, (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and (c) that it will earnestly strive to improve and strengthen goodwill between and among the Employer and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the Employer's employees to refrain from becoming members of the Union. There shall be no discrimination by the Employer or by the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any activity, which will interrupt or interfere with the operations of the Employer.

Section 3. The Union and the Employer will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the Employer or the Union because of race, creed, color, national origin, sex, age, or disability.

Section 4. A duly authorized representative of the Union shall have access to Employer premises for purposes of investigating pending grievances. The Employer will cooperate to facilitate such visitation, and the Union will not interfere or interrupt the Employer's operations or the work of its employees.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by a constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

- a. The right to manage the Employer's operation and to direct the working force;
- b. The right to hire employees;
- c. The right to maintain order and efficiency;

- d. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- e. The right to assign work;
- f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g. The right to create, modify and terminate departments, job classifications and job duties;
- h. The right to transfer, promote and demote employees;
- i. The right to discipline, suspend or discharge employees for proper cause;
- j. The right to lay-off;
- k. The right to determine the number and starting time of shift, the numbers of hours and days in a work week and the hours of work;
- l. The number of persons to be employed by the Employer at any time;
- m. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth in Section 1 is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, powers and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved by it and shall remain within its exclusive control.

ARTICLE 6

WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 12 of the Act or a violation of Section 3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of Section 12 of the Act or a violation of Section of this Article, any and all legal censures provided by the Act will be applicable.

ARTICLE 7

VACATION

Section 1. Subject to and in accordance with the provisions of this Article, paid vacation will be granted to employees after continuous active service pursuant to the following schedule:

After one (1) year	1 week and 1 day
After two (2) years	2 weeks and 1 day
After five (5) years	3 weeks and 1 day
After eleven (11) years	4 weeks and 1 day
After nineteen (19) years	5 weeks and 1 day

Section 2. For purposes of this Article, a week as set forth in Section 1 above shall be defined as five (5) working days based on the current schedule.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from work and return refreshed. Accordingly:

- a. All vacations earned must be taken by employees so that at any one time employees will not have more than twice their annual accrual amount up to ten (10) years seniority. Beginning with ten (10) years seniority employees will not have more than three times their annual accrual amount.
- b. No employee shall be entitled to vacation pay in lieu of vacation, except that an employee that terminates employment, voluntarily or involuntarily, shall receive lump sum payment for any vacation earned.
- c. Vacation will be earned on a monthly basis, one-twelfth (1/12) of the vacation being earned each month, provided that no vacation may be earned on a pro rata basis until after the employee has worked his first full year.

Section 4. Vacations will, so far as possible, be granted at times most desired by employees, provided, however, the final right to determine vacation periods is reserved exclusively to the Employer.

Section 5. Vacation requests must be made in writing to the employee's designated supervisor. Those vacation requests made thirty (30) days in advance and of

one (1) week duration or more shall receive priority. Vacation requests made less than thirty (30) days in advance of the desired vacation time shall be treated on a staffing levels available basis. Vacation requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance.

Section 6. Vacation Procedures.

- a. Vacation time may be taken one (1) ~~day-hour~~ at a time if desired.
- b. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.
- c. No more than one (1) employee from each classification (police officer, investigator, community service officer) or shift, may select vacation at the same time during the annual vacation selection process, unless waived by written permission of the Chief of Police. For vacation requests made less than thirty (30) days in advance of the desired vacation time, multiple employees may take vacation if staffing levels allow for their absence.
- d. For purposes of vacation selection, those officers working "Power" shift shall select, by seniority, vacation with Second (2nd) shift.
- e. Employee's first pick of vacation will be void of any black-out days.

Section 7. The employer shall have the ability to offer an experienced certified officer or employee up to two (2) weeks and one (1) day of vacation at the time of hire and three (3) weeks and one (1) day of vacation after one (1) year of service.

ARTICLE 8

SICK LEAVE

Section 1. Sick leave may be used for doctor or dental appointments, personal illnesses and injury, and no other purpose except that an employee may use up to three (3) days a year for such leave for serious or chronic illness of a member of his immediate family. Immediate family is defined as spouse, children, or stepchildren living in the same household, parents or stepparents. In addition, an employee may use up to one (1) day of sick leave per occurrence to care for a child during the first day of the child's illness. It is understood that doctor or dental appointments will be approved by the supervisor in advance provided that adequate staffing is available. Sick leave for doctor or dental appointments will disqualify the individual for the quarterly sick leave bonus.

Section 2. For employees hired after July 1, 2019 Regular employees shall be granted one (1) working day of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred twenty (120) days

For employees hired before July 1, 2019 Regular employees shall be granted one and one-half (1 1/2) working days of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred fifty (150) days.

Section 3. The Employer reserves the right to require a physician's signature for any absence due to sickness.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. Except as noted below, no employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave.

Section 6. Sick leave shall be charged against scheduled working days only.

Section 7. Employees shall be eligible for sick leave on the following basis:

- a. Sick leave will be paid at 100 % of the employee's regular rate of pay.
- b. The City agrees to participate in a Post Employment Health Plan (PEHP) for eligible members of the bargaining unit in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. Nationwide Retirement Solutions is designated to act as the Plan Administrator for the PEHP Plan, or its successors appointed in accordance with the Plan & Trust documents. The City shall contribute to the PEHP Plan on behalf of eligible employees as set forth herein.

If there has been no sick leave used during each fiscal quarter, the employee will be awarded cash incentives that will be contributed into a PEHP plan at the rate of \$180

- c. At the time of sick leave bonus payment as outlined in subsection b above, if an employee has not worked at least one full day of a regular work schedule because of job-related injury absence, that employee will not be eligible for sick leave bonus for that quarter.
- d. Sick leave may be taken in one (1) hour increments.

Section 8. Sick leave may be used by ~~male~~-employees for absence necessitated by the desire to be with ~~his wife~~their spouse during childbirth and in caring for ~~his wife~~their spouse and child. Sick leave for ~~male-non-birth parent~~ employees for absence during labor shall be granted in accordance with Section 1 of this Article.

Additional sick leave for ~~male-non-birth parent~~ employees for absence following childbirth shall be granted for up to ten (10) consecutive calendar days immediately following the birth of a child. For any additional requested leave employees may use accrued unused vacation and/or other available leaves pursuant to FMLA Guidelines.

ARTICLE 9

MATERNITY LEAVE

Section 1. Eligible employees may receive maternity leave. Accumulated sick leave will be granted for the period of disability as determined by a physician. Additional leave may be granted pursuant to the FMLA. All employees requesting maternity leave shall do so in writing to the Chief of Police as far in advance of the requested leave as possible.

Section 3. Additional accumulated sick leave may be used for absences necessitated by disabilities associated with pregnancy by doctor's orders. When an employee has used all of her accumulated sick leave, she may elect to use her vacation time.

ARTICLE 10

FUNERAL LEAVE

Section 1. An employee will be granted funeral leave, with no loss of compensation, for up to three (3) consecutive calendar days immediately preceding and including the day of the funeral of an immediate family member. For purposes of this Article, immediate family shall mean the employee's spouse, children, or stepchildren, parents or stepparents, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, brother sister, or permanent member of the immediate household.

Section 2. An employee will be granted one (1) day funeral leave with no loss of compensation to attend the funeral of other relation who are not members of the immediate family as described in the Section 1 above.

Section 3. The above leave with pay is intended to cover travel but in special cases involving unusual travel or special circumstances, the Chief of Police may grant additional leave with pay not to exceed maximum of three (3) consecutive calendar days. Except as provided in Section 6 of this Article, the additional leave shall be charged as sick leave.

Section 4. Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

Section 5. In order to obtain funeral leave, the employee shall immediately notify the department of the death and request the leave.

Section 6. In the event of the death of a spouse, child, stepchild, or parent, the employee shall be granted an additional seven (7) consecutive calendar days with pay. The employee may return sooner upon the employee's request.

Section 7. An employee will be granted up to four (4) hours of funeral leave when serving as a pallbearer at a funeral.

ARTICLE 11

JURY DUTY

Section 1. Any full-time employee selected for jury duty, shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage and expenses.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

ARTICLE 12

HOLIDAYS

Section 1. July 1st of each year each employee assigned the Patrol Division shall be credited with eleven (11) additional days off. Such days may be used as follows:

- a. Up to five (5) days may be used in conjunction with vacation time, or,
- b. All eleven (11) days may be used as "casual" days and taken one (1) day at a time. Staffing levels availability will determine if a specific casual day off request is granted.
- c. Casual day time must be used in increments of 15 minutes or more. (From MOU October 2018)
- ~~e.d.~~ In the event that a holiday falls within an employee's casual time off, such day will not be counted as a day of casual time.

Section 2. July 1st each employee not assigned the Patrol Division (Community Service Officers and Investigators) shall be credited with six (6) additional days off. Such days may be used as follows:

- a. Up to five (5) days may be used in conjunction with vacation time, or

- b. All six (6) days may be used as “casual” days and taken one (1) day at a time. Staffing levels availability will determine if a specific causal day off request is granted.
- c. Casual day time must be used in increments of 15 minutes or more.

Section 3. Credited days off from Section 1 and 2 above may not be carried over into another fiscal year.

Section 4. Those employees whose assignment requires them to work any of the following designated holidays shall receive two (2) times their regular rate of pay for that day. Holiday pay is limited to two (2) times the employee’s regular hourly rate. There shall be no pyramiding of premium rates.

- | | |
|--------------------------------------|------------------------------|
| 1. New Year’s Day | 7. Veterans Day |
| 2. Good Friday (civilian personnel) | 8. Thanksgiving Day |
| 3. Easter Sunday (uniform personnel) | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year’s Eve |

Holidays shall begin with the morning shift on the day of the holiday and shall end twenty-four (24) hours later.

Section 5. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday, unless excused. No employee who is on lay-off or is under suspension will be eligible for holiday pay.

Section 6. Those employees assigned Monday through Friday work duties, shall take all of the above scheduled holidays off with pay. When one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as the holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 7. If an employee is regularly scheduled to work a holiday, a supervisor may not change the schedule for the apparent purpose of avoiding holiday pay, unless the employee agrees to such change.

ARTICLE 13

HOURS OF WORK

Section 1. This Article is intended to set forth the guidelines that shall govern the normal hours of work. The Employer agrees to meet with and confer with the Union regarding the work schedule, but it is understood and agreed that the Employer has the right to establish the work schedule. The Employer also has the right to change the work

schedules from time to time to meet the needs of the Employer. This section is not an attempt to interfere with the Employer's right to make individual job assignments.

Section 2. The normal work week for personnel assigned the Patrol Division is: Five (5) work days followed by four (4) days off; five (5) work days followed by four (4) days off; six (6) work days followed by four (4) days off. The normal workday shall be ten (10) hours. Patrol Division officers shall receive two (2) 16-1/2-minute paid breaks and one (1) 40-minute paid lunch period and shall be able to combine the two (2) 16-1/2-minute breaks, or one 16-1/2-minute break and the 40-minute lunch period into one time period.

Section 3. The normal workweek and workday for personnel assigned the Investigative Unit shall consist of forty (40) hours per workweek. The varied nature of investigative work dictates flexibility. Therefore, the following schedule may be altered from time to time, as need dictates. The work schedule shall consist of five (5) eight (8) hour workdays followed by two (2) days off. Investigative Unit officers shall receive two (2) 15-minute breaks and one (1) 30-minute lunch period and shall be able to combine breaks and lunch period into one time period.

Section 4. The normal workweek and workday for Community Service Officers shall consist of eight (8) hours per day, forty (40) hours per week. The normal work schedule shall be five (5) workdays, Monday through Friday, followed by two (2) days off. Community Service Officers shall receive two (2) 15-minute breaks and one (1) 30-minute paid lunch period and shall be able to combine the two breaks and meal period into one time period.

ARTICLE 14

OVERTIME

Section 1. Work in excess of an employee's normal workweek, or tour of duty, is overtime. The following activities do not constitute overtime work:

- a. Award Ceremonies
- b. Promotion Examinations
- c. Physical Examinations
- d. Disciplinary Hearings
- e. Traveling to and from schedule training outside of Jasper County

Section 2. Overtime will be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. An employee who elects cash compensation will receive such compensation on the paycheck which covers the pay period overtime is earned.

Section 3. The Employer has the right to order any employee to perform overtime duty when required. Overtime required by the Employer shall be distributed as equally as practicable among employees within the job classification who regularly

perform the class of work required in which the overtime is required. An overtime call list shall be maintained by the Department for this purpose. In the unlikely event, however, that the Employer shall be unable to secure sufficient staffing levels on a voluntary basis, the Department shall keep an involuntary recall list starting the least senior employee to be required to work the first involuntary recall. Thereafter, the involuntary recall will rotate up the seniority list. Any employee volunteering for overtime hours will have their name rotated to the bottom of the involuntary recall list (by a supervisor), the same as if the assignment was involuntary. This rotation occurs at the time the officer volunteers for the overtime assignment. Scheduling of overtime assignments shall not be used as a disciplinary tool either to punish or reward employees.

Section 4. Employees may be allowed to trade time with other employees within the same classification with the approval of the Employer. The Employer shall adopt guidelines for trading time but under no circumstances shall the Employer be required to pay overtime because of employees' trading time.

Section 5. The Employer shall maintain records of overtime for each employee. Such records shall be available for inspection by the employee upon reasonable request time.

Section 6. In the event an employee is required to work more than twelve (12) hours in a twenty-four (24) hour period, the employee will receive double his/her normal hourly rate of pay.

Section 7. Police Officers who do not receive eight (8) consecutive hours off duty in a twenty-four (24) hour period shall be recalled last. Every attempt will be made not to recall such officer, unless it is absolutely necessary. This will not apply to officers with court obligations.

ARTICLE 15

COURT APPEARANCE AND CALLBACK

Section 1. An employee who appears in Court pursuant to a subpoena or order from the Chief of Police in pursuance of the employee's duties as a police officer or as a result thereof shall receive a minimum amount of compensation of two (2) hours pay at the rate of time and one-half (1 ½) for any time spent thereat when the employee is not actually on a regular tour of duty. This shall apply per subpoena as long as the Court appearances are scheduled for two (2) hours or more apart. Employees shall receive a minimum of one (1) hour pay at the overtime rate for telephone subpoenas.

Section 2. In the event that the case for which the off-duty employee has been notified and called to testify is cancelled, the Employer or court officer shall notify the employee as soon as possible not to appear. Notification shall be deemed made if a completed call or message for the employee is left at the residence. If said notification is

not made eight (8) hours prior to schedule appearance time, the employee shall receive compensation of two (2) hours at the rate of time and one-half (1 ½).

Section 3. If the employee in fact spends in excess of two (2) hours at such appearance as specified in Section 1, said employee shall be compensated for the full amount of time actually spent at the overtime rate, provided the employee was off-duty.

Section 4. An employee scheduled for court appearance during scheduled vacation, including days off preceding and following vacation, shall receive one (1) additional day of vacation unless a continuance is granted. Employees receiving benefits under this section shall not be eligible for benefits under Section 1.

Section 5. An off-duty employee who is recalled shall receive a minimum of two (2) hours compensation at the overtime rate whether placed on actual duty or not.

Section 6. Any witness fees collected by the employee shall be turned over to the Employer. Mileage fees collected shall also be turned over to the Employer, if the employee used a City-owned vehicle for transportation.

Section 7. Employees on a full casual or vacation day shall be recalled last.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1. Definition General Rules:

- a. The word “grievance” wherever used in this Agreement shall mean any difference between the Employer and any employee covered by this Agreement over to the interpretation, application, or alleged violation of any of the terms and provisions of this Agreement.
- b. An employee shall use this grievance procedure, exclusively for the resolution and determination of disputes which arise under the terms and conditions of this Agreement, except for matters under the jurisdiction of the Civil Service Commission as set out in Chapter 400 of the Iowa Code.
- c. Unless a grievance is appealed as hereinafter provided, it shall have no further validity or effect. Unless a grievance is received within the time limitation hereinafter provided, the grievance will be considered abandoned.
- d. Unless otherwise specifically agreed by the Union and the Employer, each grievance will be separately heard and determined.

Section 2. Procedure – A grievance that may arise shall be processed and settled in the following manner:

- a. Step 1: The grievance shall be discussed informally between the employee involved and the employee’s immediate supervisor within seven (7) calendar days

after knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved employee within seven (7) calendar days after such discussion. The failure of the supervisor to reply within said seven (7) day period, shall be deemed a denial of the grievance and may be appealed to the next step.

- b. Step 2: If such grievance is not resolved by Step 1, the aggrieved employee may appeal. The employee shall within seven (7) calendar days following completion of Step 1, present the grievance in writing to the Chief or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Chief or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of ten (10) working days. The failure of the Chief or his designated representative to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance and may be appealed to the next step.
- c. Step 3: A grievance not settled in Step 2 may be appealed. The employee and/or his steward shall, within five (5) calendar days of receipt of the decision specified in Step 2, or, if not written decision specified in Step 2 was made, then within five (5) calendar days after such decision could have been issued, present the grievance in writing to the City Administrator. A meeting concerning the grievance shall be held within ten (10) calendar days unless the time is extended by mutual agreement. This meeting shall be closed to the public. The City Administrator shall investigate the grievance and issue a decision in writing with five (5) calendar days. The failure of the City Administrator to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance, which may then be appealed to the next step.
- d. Step 4: If the grievance is not settled in Step 3, it may be appealed to arbitration by the employee with consent of the Union by written notice of a request for arbitration, submitted to the Council and Mayor within five (5) working days after completion of Step 3. Said written notice shall be signed by the Union. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer' receipt of the arbitration notice, the parties shall request to the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

Section 3. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision

of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee.

Section 4. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and travel expenses for the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

Section 5. The arbitrator shall not have power to accept or to decide any grievance, which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, Code of Iowa 1975).

ARTICLE 17

INSURANCE

Section 1. The Employer shall maintain a health and accident insurance policy, regardless of the plan which is selected by the employee. The Employer will pay the administration cost to implement and maintain each plan. The Employer will provide three (3) options for insurance that are identified as Alliance Select 1500/3000 PPO Deductible Plan and HDHP/H.S.A. Plan, with the third option being an “opt out” of coverage provision. There will be no change in the benefit levels during the term of the Agreement, unless mutually agreed upon by the Union and the City.

Alliance Select 1500/3000 PPO Deductible Plan. For Employees who select the Alliance Select 1500/3000 PPO plan, effective January 1, 2020, the Employer shall contribute an amount equal to the monthly premium and contribution amount provided to employees electing the HDHP/HSA. The Employee will cover the remaining premium via payroll deduction.

HDHP/H.S.A. Plan. The Employer will cover the monthly premium for a \$3000/\$6000 deductible HDHP. Employees selecting the HDHP/H.S.A. Plan shall have the appropriate amount deposited in a Health Savings Account (H.S.A.), on a monthly basis by the Employer. The amount the City shall contribute to the HDHP/HSA will be as follows:

<u>Jan. 1, 2020</u>	<u>— \$165 for Employee only; \$330 for Employee plus dependents.</u>
<u>Jan. 1, 2021</u>	<u>— \$165 for Employee only; \$330 for Employee plus dependents.</u>
<u>Jan. 1, 2022</u>	<u>— \$145 for Employee only; \$290 for Employee plus dependents.</u>
<u>Jan. 1, 2023</u>	<u>— \$135 for Employee only; \$270 for Employee plus dependents.</u>

Opt-Out Option. The Opt out option may be selected only if the employee provides acceptable proof of reasonable medical coverage via a spouse or other means. Employees selecting this plan shall receive 50% (½) of the premium for employee only coverage under the PPO plan. The employee would receive this amount on a monthly basis via their paycheck.

Section 2. The Employer shall provide for single coverage or family coverage for a dental insurance policy with the policy providing coverage comparable to the policy in existence. (From the MOU April 2017)

Section 3. The Employer shall provide for a policy insuring the life of said employee in an amount of \$20,000. Employees shall also be eligible to purchase

additional amounts of insurance at their own expense in accordance with rules and regulations set forth by the insuring company. (From the MOU April 2017)

Section 4. It is the intent of the Employer to maintain the same insurance carrier throughout the term of the contract, unless the cost of such insurance shall increase to such an extent that the Employer or Union feels the need for change is probable. In that event, joint studies will be made and any change shall be a joint decision between the Union and the Employer. However, this shall not be interpreted to limit the recommendations of the insurance committee referred to below in Section 6.

Section 5. Employees desiring to participate in family coverage must enroll at the time the group enrolls, at the original institution of the plan. Those employees failing to do so at that time will be permitted to enroll only in accordance with the underwriting rules of the insurance company in effect at that time, and with no additional cost to the Employer.

Section 6. Insurance Committee. The Employer and the Union agree to participate in a facilitated citywide insurance committee during the term of this contract. The committee will use consensus decision-making to evaluate health/dental/drug insurance coverage and make recommendations to the bargaining unit.

Section 7. The City shall implement medical reimbursement and dependent care reimbursement accounts. The City shall pay the monthly fee for those who sign up for each pre-tax option account with a minimum of \$25.00 per month for each account. Rebate account balances to the employee at the end of the year, if possible.

Section 8. The City shall establish a committee to promote wellness.

ARTICLE 18

UNIFORM AND CLOTHING ALLOWANCE

Section 1. All employees shall receive a clothing allowance, based upon the following schedule, with one-half (1/2) to be paid on September 1, and one-half (1/2) to be paid on March 1, of each contract year.

Officers	\$700 <u>\$1000</u>
Community Service Officers	\$615

Section 2. All employees covered in Section 1 shall be responsible for having sufficient items of clothing to comply with the uniform requirements of the Employer.

Section 3. Each employee shall receive replacement for those items of clothing and equipment carried on the officer's duty belt including belts that have been destroyed through performance duty. The term destroyed shall include damaged to the

extent that wearing of such item would not comply with the uniform requirements of the Employer.

Section 4. Personal property required to be carried on duty, such as watches, shall be replaced or repaired at a reasonable price not to exceed \$75.00 as determined by the Chief of Police, in the event of destruction or damage through performance of duty. Glasses shall be replaced or repaired at as reasonable price as determined by the Chief of Police in the event of destruction or damage through performance of duty. However, the City shall not be responsible for the cost of an eye examination.

Section 5. At the time of clothing allowance payment as outlined in the Sections above, if an employee has not worked at least one full day during the six (6) month period preceding September 1, or March 1, that employee will not eligible for that clothing allowance payment.

ARTICLE 19

PERSONNEL TRANSACTION – RULES

Section 1. An employee shall be given copies of all documents placed in his/her personnel file within ten (10) days of the time any document is placed therein.

Section 2. Each employee shall be entitled to review his personnel file upon request to the Chief of Police.

Section 3. The Employer will promulgate departmental rules and regulations and provide each officer with a copy thereof. Upon promulgation of said rules and regulations, all prior rules, regulations, directives, and general orders, except as specifically noted in writing, will be cancelled.

Section 4. Minor infractions shall be removed from an officer's file within a period of two (2) years and thereafter shall not be considered for any purpose whatsoever.

“Minor infractions” shall mean action taken, which resulted in punishment of less than a suspension of one (1) day without pay.

ARTICLE 20

HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

Section 3. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle to the shift commander.

Section 4. Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated. Clothing will be exempt if employee has completed one (1) year of employment.

Section 5. The Employer shall schedule and pay for a physical examination for each employee during each three (3) year period. Bargaining Unit employees shall be divided into three (3) groups so 1/3 of the physical examinations are conducted each year.

Section 6. The employee shall report for physical examination when scheduled. Employees shall comply with any recommendation of ~~they~~the physician resulting from said physical examination. They physician shall be chosen by the Employer and the employee agrees to submit to the physician a patient's waiver so that a complete physical report can be made to the Employer. The Employer agrees to pay for any additional tests requested by the examining physician upon finding something unusual in the regular physical.

Section 7. A hearing test will be given as part of the physical examination. The Employer will send individuals to a hearing specialist upon recommendation from the examining physician.

Section 8. The Employer has the right to establish minimum physical standards. Said standards shall be distributed to each bargaining unit employee. The Employer will work with each employee to meet these standards. Standards will be reviewed periodically and may be changed. Any changes will be made available to all employees. Changes shall not take effect until thirty (30) days after said notice. Failure to make continuing progress towards meeting minimum physical standards may result in disciplinary action, including discharge.

a. The City agrees to pay a physical bonus up to \$120.00 per fiscal year (July 1 to June 30) per employee, upon verification that the individual completed an annual physical.

This benefit is being provided as part of the City of Newton's overall commitment to employee health and wellness with the objectives of enhancing employee productivity and minimizing the City's health insurance

expenses. Employees interested in receiving this benefit should provide their Department Director or designee with a confirmation of their completed physical, which will be approved by the supervisor and submitted to Payroll.

- a.b. Physical standard tests shall be conducted prior to July 1, and January 1, of each fiscal year to determine employees' meeting of minimum physical standards. Eligible bargaining unit employees who meet minimum physical standards shall be eligible for one (1) day off or one (1) day's pay, at the employee's option, during each six (6) month period. Said day off may not be carried over or accumulated and must be used during the July 1st to December 31st or January 1st to June 30th periods after successful completion of the minimum physical standards test.

ARTICLE 21

SENIORITY AND SHIFTS

Section 1. Seniority is the length of continuous service with the Police Department from the employee's last date of hire or the start date within the employee's current classification of Police Officer or Community Service Officer, whichever is later. The Employer agrees to post on the Union Bulletin Board a list indicating the seniority of all members of the bargaining unit.

Section 2. Seniority shall, subject to the terms of this agreement, be considered for shift selection, on duty-time slots and vacation leave selection.

Section 3. All members of the bargaining unit assigned to the Patrol Division and Community Service Officers shall have the opportunity of making shift bid thirty (30) days prior to the start of the calendar year. Bidding shall be done on the basis of seniority for the following shifts:

1st Shift 0715 – 1715

2nd Shift 1700 - 0300

Power Shift 1130 - 2130

3rd Shift 2130 - 0730

CSO A Shift 0730 – 1530

CSO B Shift 0930 - 1730

CSO C Shift 0830 – 1630

Section 4. If vacancies occur during the calendar year, individuals may submit written requests to transfer to fill the vacancy. However, the Chief of Police shall have discretion as to assignment to fill mid-year vacancies.

ARTICLE 22

COMPENSATION

Section 1. The regular rates of pay for each classification of employees are set out in Appendix A, which is attached hereto and by this reference made a part thereof.

Section 2. Any employee or his/her representative shall have the right to examine the time sheets and other records pertaining to the computation of pay or benefits of that employee at reasonable times.

Section 3. Distribution of all quarterly, semi-annual and annual allowances is based upon an employee's continued employment through the end of the fiscal year. Notwithstanding any other references in this contract, upon termination from employment for any reason, all employee cash benefits or benefits that can be converted to cash including fitness membership and casual days shall be pro-rated to the date of termination.

Section 4. The employer shall have the ability to start an officer or employee at the starting wage through year 4 of the wage schedule based upon his/her previous experience and training.

Section 5. The employer may determine a ~~first-year salary~~ one-time hiring incentive pay, up to ~~\$2500~~ an amount approved by City Council, for new hires and/or experienced certified officers. ~~who complete Newton's field training program. (From the MOU October 2018)~~

ARTICLE 23

COLLEGE CREDIT PAY INCENTIVE

Section 1. To stimulate employee development, an officer may receive education incentive pay for college credit. Each employee shall receive \$1.00 per semester credit hour per month up to a maximum of \$60.00 per month. A semester course rated by quarter hours will be given 2/3 a semester hour credit.

Section 2. In order for a course to be eligible for education incentive pay, it must meet the following requirements:

- a. The courses must be taken at schools accredited by the North Central Association of Colleges and Secondary Schools and must be part of a curriculum leading to a certificate or an associate degree, in political science, law enforcement, criminology or similar work related fields, or a bachelor's degree from an accredited College or University.
- b. A minimum cumulative grade point of 2.0 must be maintained on courses turned in for receipt of pay, and no incentive pay will be paid for any course in which the employee received a failing mark.
- c. Any course taken following a person's employment shall be in law enforcement related fields and the course first approved by the Chief of Police.

Section 3. In no case is education incentive pay to be granted for completion of course work at the Iowa Law Enforcement Academy or similar institutions. This program is for college level work towards an appropriate degree or certificate.

Section 4. No probationary employee shall be eligible for education incentive pay.

Section 5. Any courses taken pursuant to this program shall be taken on the employee's own time.

ARTICLE 24

WHOLE AGREEMENT

Section 1. The Union and the Employer acknowledges that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining and that the whole understanding arrived at after the negotiations is set forth in this Agreement and those attachments or appendices referenced in the body of the Agreement.

ARTICLE 25

GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa.

Section 2. Whenever the context of this Agreement permits, the masculine includes the feminine or masculine, the singular number includes the plural, and references to any party includes its agents, officials and employees.

Section 3. In the event any provisions of this Agreement is held invalid by any court of competent jurisdiction or by virtue of the enactment or promulgation of any legislative authority which has application to this Agreement, the said provisions shall be

considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement. In the event of any such occurrence and notwithstanding anything to the contrary herein, the Parties agree that the subject covered of any invalid provision shall be opened for renegotiation within a period of thirty (30) days following the occurrence of such event.

Section 4. Whenever reference is made in this agreement to the approval of the Chief of Police, such term shall also include the designated representative of the Chief of Police.

Section 5. The Employer will establish an approved savings deduction program and United States Savings Bond Program and upon written authorization from the employee will deduct such amounts from the first paycheck of each month, as the employee shall direct.

ARTICLE 26

EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, ~~2019~~2024, and shall remain in full force and effect until June 30, ~~2024~~2029. Wages and insurance shall be open for negotiations effective 07/01/2027 and 07/01/2028.

ARTICLE 27

LEAVE OF ABSENCE

Section 1. Family and Medical Leave Act of 1993.

1. The City shall comply with the Family and Medical Leave Act of 1993.
2. In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain forty (40) hours of vacation and/or forty (40) hours of sick leave, whichever is applicable.
3. For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling twelve (12) month period of time measured backward from the first day of the leave.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this ____ day of _____, 20~~19~~23.

CITY OF NEWTON, IOWA

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES, LOCAL
2003, IUPAT

BY: _____
Michael L. Hansen, Mayor

BY: _____
President Randy Oldfield

BY: _____
Matt Muckler, City Administrator

BY: _____
Committee Member: Nathan Popenhagen

Attest:

BY: _____
Committee Member: Ashlyn Breckenridge

Katrina Davis, City Clerk

BY: _____
Union Representative

APPENDIX A

WAGE SCHEDULE - MONTHLY

EFFECTIVE JULY 1, 2024

Annual	-	-
-	POLICE OFFICERS	Community Service Officers
-	-	-

	6%	3%
<u>START</u>	<u>\$62,557</u>	<u>\$54,125</u>
<u>1 YEAR</u>	<u>\$66,234</u>	<u>\$57,326</u>
<u>2 YEARS</u>	<u>\$69,884</u>	<u>\$60,416</u>
<u>3 YEARS</u>	<u>\$72,644</u>	<u>\$62,863</u>
<u>4 YEARS</u>	<u>\$74,998</u>	<u>\$64,866</u>
<u>5 YEARS</u>	<u>\$77,287</u>	<u>\$66,831</u>
<u>6 YEARS</u>	<u>\$80,900</u>	
<u>7 YEARS</u>	<u>\$82,518</u>	
	<u>2% on step 7</u>	

EFFECTIVE JULY 1, 2025

-	-	-
-	POLICE OFFICERS	Community Service Officers
-	-	-

	5%	3%
<u>START</u>	<u>\$65,685</u>	<u>\$55,749</u>
<u>1 YEAR</u>	<u>\$69,546</u>	<u>\$59,046</u>
<u>2 YEARS</u>	<u>\$73,379</u>	<u>\$62,229</u>
<u>3 YEARS</u>	<u>\$76,277</u>	<u>\$64,749</u>
<u>4 YEARS</u>	<u>\$78,748</u>	<u>\$66,812</u>
<u>5 YEARS</u>	<u>\$81,152</u>	<u>\$68,836</u>
<u>6 YEARS</u>	<u>\$84,945</u>	
<u>7 YEARS</u>	<u>\$88,377</u>	
	<u>2% on step 7</u>	

EFFECTIVE JULY 1, 2026

-	-	-
-	<u>POLICE OFFICERS</u>	<u>Community Service Officers</u>
-	-	-

	<u>4%</u>	<u>3%</u>
<u>START</u>	<u>\$68,313</u>	<u>\$57,422</u>
<u>1 YEAR</u>	<u>\$72,328</u>	<u>\$60,818</u>
<u>2 YEARS</u>	<u>\$76,315</u>	<u>\$64,096</u>
<u>3 YEARS</u>	<u>\$79,329</u>	<u>\$66,692</u>
<u>4 YEARS</u>	<u>\$81,898</u>	<u>\$68,817</u>
<u>5 YEARS</u>	<u>\$84,399</u>	<u>\$70,902</u>
<u>6 YEARS</u>	<u>\$88,343</u>	
<u>7 YEARS</u>	<u>\$92,832</u>	
	<u>1% on step 7</u>	

LONGEVITY SCHEDULE - MONTHLY

For Police Officers, and Community Service Officers

6 Years	\$15.00 <u>20.00</u>
8 Years	25.00 <u>30.00</u>
10 Years	35.00 <u>40.00</u>
12 Years	45.00 <u>50.00</u>
14 Years	55.00 <u>60.00</u>
16 Years	65.00 <u>70.00</u>
18 Years	75.00 <u>80.00</u>
20 Years	85.00 <u>90.00</u>
22 Years	95.00 <u>100.00</u>
24 Years	105.00 <u>110.00</u>
26 Years	115.00 <u>120.00</u>
28 Years	125.00 <u>130.00</u>
30 Years	135.00 <u>140.00</u>

SHIFT DIFFERENTIAL SCHEDULE

For All Bargaining Unit Personnel

When an employee bids on a shift at the beginning of the year, the employee will keep the shift differential applicable to the bid shift throughout the year, regardless of shift worked, unless the employee experiences a permanent shift change, in which case the employee will receive the differential applicable to the new permanent shift.
~~Second shift (1700-0300) will include the second shift Records Clerk.~~

<u>SHIFT</u>	<u>RATE PER HOUR</u>
1700 hrs - 0300 hrs	<u>.45</u>
2130 hrs - 0730 hrs	<u>.55</u>

PAY DIFFERENTIAL

Those Police Officers assigned the following duties shall receive, in addition to their regular pay, \$160.00 per month for the performance of those duties. Officers whose duties are split between two areas of responsibility shall receive only one pay differential.

- a. Investigator
- b. Field Training Officer (when training)
- c. School Resource Officer

d. Community Engagement Officer

e. Other area of responsibility approved by the Police Chief

In the event a Police Officer is acting shift supervisor, the employee will receive \$1.75 per hour in addition to his/her regular hourly rate of pay for each hour worked in that capacity provided the employee works at least half the shift in the acting capacity.

The Canine Officer shall be compensated at the rate of seven and one-half (7 ½) hours per month at the overtime rate for off duty time spent feeding and caring for the dog and routine maintenance of the canine unit.

Police Officers, certified under standards established by the Chief of Police, who perform translation services for the Employer will receive \$50 per month. The bilingual program includes Spanish and sign language for the deaf. Police Officers who are fluent in more than 2 languages shall only receive one pay differential for a maximum of \$50 per month.