

Agenda: Newton City Council

City Council Meeting

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

December 06, 2021 6:00 p.m.
Newton, Iowa 50208

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment), submitting via email to cityofnewton@newtongov.org before 4:30 PM the day of the meeting.

- | | |
|------------------------------|---|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentation | 2. Pyrotechnics Guild International (PGI) 2022 Convention - Tyler Clement, Director of Operations, Iowa Speedway and Member of the PGI Steering Committee |
| | 3. Newton Main Street District Boundary – Erin Yeager, Newton Main Street Executive Director and Tanya Michener, Newton Main Street President |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City polices or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. November 15, 2021 Regular City Council Meeting Minutes |
| | 6. November 15, 2021 Budget Workshop Minutes |
| | 7. Approve Liquor Licenses for the following: Sombrero, 1130 1 st Ave. E., Class C Liquor License, Outdoor Service, Sunday Sales; Hy-Vee, Inc., 1501 1 st Ave. E., Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales |
| | 8. Approve FY21 Annual Financial Report |
| | 9. Resolution Appointing Jeffery Holschuh to the City of Newton Planning and Zoning Commission for a term ending December 31, 2023. (No Council Report) |
| | 10. Resolution Appointing Dana VanGilder to the City of Newton Planning and Zoning Commission for an unexpired term ending December 31, 2024. (No Council Report) |
| | 11. Resolution Appointing Noreen Otto to the Newton Zoning Board of Adjustment for a term ending December 31, 2026. (No Council Report) |

12. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-09). (Council Report 21-304)
13. Resolution revising the purchase of a parks mower for the Community Services Department. (Council Report 21-305)
14. Resolution approving a pre-season sale on 2022 season pool passes. (Council Report 21-306)
15. Resolution setting a public hearing and inviting proposals for the sale of property at 410 S. 6th Ave. W. in Newton. (Council Report 21-307)
16. Resolution setting a public hearing to consider an ordinance adopting changes in the Ward and Precinct boundaries based on the 2020 Census information. (Council Report 21-308)

Public Hearing

17. Approve Bills
18. Public Hearing on an ordinance amending the City of Newton Official Zoning Map for property located at 1404 1st Avenue West (Parcel 0833126048) from C-A: Arterial Commercial to R-2: One- and Two-Family Residential. (Council Report 21-309)
 - 2B Constructed Inc. has requested a rezoning of the property that they own at 1404 1st Ave. W. to accommodate future development of single-family residential dwellings.
 - At their meeting on November 2, 2021, the Planning and Zoning Commission recommended approval of the rezoning.
19. First Consideration of an ordinance amending the City of Newton Official Zoning Map for property located at 1404 1st Avenue West (Parcel 0833126048) from C-A: Arterial Commercial to R-2: One- and Two-Family Residential. (Council Report 21-309)
20. Public Hearing on Resolution amending the East Mart Urban Renewal Area. (Council Report 21-310)
 - The City Council of the City of Newton, Iowa has created the East-Mart Urban Renewal Area and has approved an urban renewal plan for the Area. Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project within an urban renewal area, a city must amend the existing Urban Renewal Plan to describe that new project.
 - An amendment to the Plan has been prepared which consists of an economic development grant and property tax rebates to the Theisen Real Estate, LLC redevelopment project. This resolution approves updates to the current Urban Renewal Plan.
21. Resolution amending the East Mart Urban Renewal Area. (Council Report 21-310)
22. Public Hearing on Resolution approving Development Agreement with Theisen Real Estate L.L.C., authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the Agreement. (Council Report 21-311)
 - Theisen Real Estate, LLC has purchased 3021 1st Ave. E. with the intention of renovating the building into a new retail sales location and seeks

assistance from the City in the form of a tax rebate and curb appeal reimbursement grant.

- Under the development agreement, Theisen Real Estate, LLC would agree to a minimum assessment of \$1,500,000 in exchange for a \$50,000 economic development grant and a five-year TIF rebate that would rebate 100% of the increment that could be legally rebated in the first three years, 65% in year four and 60% in year five.

23. Resolution approving Development Agreement with Theisen Real Estate L.L.C., authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the Agreement. (Council Report 21-311)

Motion to Reconsider

24. First Consideration of an Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "Peddlers, Solicitors and Transient Merchants." (Council Report 21-312)

- The proposed ordinance amendments provide regulations specifically for food trucks in the City of Newton.
- The ordinance specifies an application process, a requirement for inspection by Newton Fire Department, and some locational criteria for parking mobile food trucks in the City of Newton.

Ordinances

25. Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blk. of S 6th Ave E. (Council Report 21-303)

- The City received safety concerns regarding street parking in the 1200-1400 blk. of S 6th Ave E. This street is 25ft wide and is not wide enough to safely accommodate parking on both sides of the street.
- The Traffic Safety Committee reviewed the situation and recommends restricting parking on the south side of the street. Surveys were sent to adjacent property owners with 6 residents being in favor of the proposed changes and 6 opposed.

26. First Consideration of an Ordinance, amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 72, Section 72.12, "Parking Rules," to make changes to parking in the free municipal lots. (Council Report 21-313)

- The City received a request to review the head-in only parking designation in free municipal lots.
- The Traffic Safety Committee completed a review and recommends removing the head-in only parking designation and restricting trailer parking.

27. First Consideration of an Ordinance, amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference," to make changes to street parking in the 300-400 blocks of East Four and One-Half Street South. (Council Report 21-314)

- The City received safety concerns regarding parking in the 300-400 blocks of E. 4 ½ St. S. The section of roadway is 25-feet wide, which is not wide enough to safely accommodate parking on both sides as well as free passage of emergency vehicles.

- The Traffic Safety Committee completed a review and recommends restricting parking on the west side of E. 4 ½ St. S. in the 300-400 blocks.
- Surveys were sent to adjoining properties with two residents in favor of the proposed changes and one resident in favor of parking restrictions on the east side instead of the proposed west side.

Resolutions

28. Resolution approving the Main Street Iowa Program Agreement for January 1, 2022 through December 31, 2023. (Council Report 21-315)
 - The agreement is substantially similar, with only dates changing, to previous program agreements between the City of Newton, the State of Iowa, and Newton Main Street.
 - The three-way agreement formalizes the local and state government's commitment to the local Main Street program.
29. Resolution approving performance agreements for the 2022 Summer Concert Series at the Maytag Bowl. (Council Report 21-316).
 - Dates have been set for the 2022 Summer Concert Series at the Maytag Bowl. Concerts will be held on Thursday evenings from May 26, 2022 through July 28, 2022, with no concert scheduled for July 7, 2022.
 - Community Services staff reviewed the popularity of previous years' acts and prepared a proposed schedule based on performer availability.
30. Resolution authorizing the submission of a pre-application for federal airport improvement program (AIP) funding and certifying eligibility requirements. (Council Report 21-317).
 - The Federal Aviation Administration (FAA) requires airports to submit an annual Airport Improvement Program (AIP) pre-application for upcoming airport capital improvement projects, which enables the FAA to plan for future project funding.
 - This pre-application does not commit the City to fund or complete any of the listed projects. Rather, approval of the resolution simply authorizes submission of an AIP pre-application to the FAA.
31. Resolution Amending the City of Newton Public Works and Community Services Fee Schedule. (Council Report 21-318).
 - The various fees charged for rentals and passes at Westwood Golf Course, Maytag Pool, and other City Park facilities are reviewed each year.
 - City staff is proposing minor revisions and additions to the 2022 Park Fee Schedule, mainly related to potential new offerings and programs.
 - No revisions are proposed in this resolution for fees at the Newton Municipal Airport, cemeteries, Westwood Golf Course, or other Public Works sections included in this fee schedule.
32. Resolution of support for the donor recognition plan for the proposed downtown splash pad. (Council Report 21-319).
 - On April 19, 2021, City Council approved Resolution 2021-110, which supported the potential future use of the City-owned lot at 224 W. 3rd St. N. for the proposed downtown splash pad project.
 - The Splash Pad Committee recently shared a donor recognition plan with the Newton Park Board on November 17, 2021, which included five proposed investor levels.

- As with the previously-approved resolution, City Council approval of this resolution does not obligate the City to fund, operate, and/or allow construction of the project at 224 W. 3rd. St. N. Rather, this resolution is intended to assist the Splash Pad Committee in gaining traction with their fundraising efforts.

33. Resolution amending the development agreement with Circle Development, LLC. (Council Report 21-320).

- On October 7, 2019 and December 21, 2020, the City Council approved a development agreement with The Circle Development, LLC regarding the Project Fast Pitch development. The amended agreement included a date of January 1, 2022 as the date the minimum assessment is recorded on the tax rolls.
- As construction has not yet started, it is necessary to change the minimum assessment dates to January 1, 2023. The dates of the project rebates have also been pushed back one year to align with the new minimum assessment date. No changes to any financial aspects of the agreement are being proposed.

34. Resolution Approving a Contract with Regal Clean, LLC for the Janitorial Services at the City Hall and Police Facility. (Council Report 21-321).

- City staff published notice in the Newton Daily News on November 2, 2021 requesting bids for the janitorial services at the City Hall and Police Facility.
- Regal Clean, LLC has submitted bid in the amount of \$2,725 per month and has agreed to the job duties and terms of the contract.

Staff Reports

35. Community Redistricting and Comprehensive Plan, Community Development Director Erin Chambers

36. 2021 Reorganization Proposal, Community Services Director Brian Laube, Fire Chief Jarrod Wellik, and City Administrator Matt Muckler

Mayor/Council Comments

37.

Closed Session

38. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2021

Return to Open Session

39.

Adjourn

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

REGULAR CITY COUNCIL MEETING MINUTES
NOVEMBER 15, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

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

There was no citizen participation.

Moved by Trotter, seconded by Hallam to approve consent agenda items 3-12.

3. November 1, 2021 Regular City Council Meeting Minutes
4. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-09). Resolution 2021-287 adopted
5. Resolution approving the purchase and installation of a new dump box. Resolution 2021-288 adopted
6. Resolution Claiming Less than the Maximum Allowable Revenue from the Maytag Plant 2 Tax Increment Financing District for Fiscal Year 2022-2023. Resolution 2021-289 adopted
7. Resolution Approving a Property Tax Rebate for the McCann Housing Associates, LP Property Located Within the McCann Urban Renewal Area. Resolution 2021-290 adopted
8. Resolution approving the purchase of ballistic vests from Galls, LLC for \$16,275. Resolution 2021-291 adopted
9. Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Theisen Real Estate L.L.C., Including Annual Appropriation Tax Increment Payments. Resolution 2021-292 adopted
10. Resolution Authorizing the City of Newton dba Newton Fire Department to enter into an Intergovernmental Transfer Agreement for the Ground Emergency Medical Transport (GEMT) Supplemental Reimbursement program with the Iowa Department of Human Services. Resolution 2021-293 adopted
11. Approve Bills

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

Moved by Trotter, seconded by Hallam to approve the Third Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 94: Public Nuisances, Revisions and/or additions related to outside parking and storage of vehicles and trailers on residential property. AYES: Four. NAYS: George, Mullan. Third consideration was approved. Moved by Hallam, seconded by Ervin to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2401 adopted.

Moved by Hallam, seconded by George to approve the Second Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blk. of S 6th Ave E. AYES: Five. NAYS: Trotter. Second consideration was approved.

Moved by George, seconded by Stonner to approve the First Consideration of an Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "Peddlers, Solicitors and Transient Merchants." Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "Peddlers, Solicitors and Transient Merchants." Kim Didier Executive Director DMACC Business Resources, spoke on the importance of supporting small business owners which includes the food truck vendors and consider the possible barriers this might create. She also asked to consider a lower fee. Also, how this would affect the businesses in Legacy Plaza that rely on the food trucks. Julia Prendergast, taxpayer, small business owner, VP downtown Destination, echoed Kim's comments and asked that council not make this difficult. Marty Duffy, Cellar Peanut Pub owner, stated they own two businesses that this will affect. He indicated that Pella's ordinance is too stiff and food trucks won't come to his establishment there. Fire Chief Wellik would accept inspections from other Fire Departments depending on certain factors. Moved by Trotter, seconded by Ervin to amend the ordinance by eliminating the paragraph that specifies feet from any brick and mortar restaurant unless they have the owner consent. AYES: Two. NAYS: Stonner, George, Mullan. Abstained: Hallam due to not having enough information on the impact to brick and mortar restaurants. Amendment failed. AYES: Three. NAYS: Hallam, Ervin, Trotter. Ordinance Fails.

Moved by George, seconded by Hallam to adopt the Resolution Approving the Annual Urban Renewal Report for Fiscal Year 2020-2021. AYES: Six. NAYS: None. Resolution 2021-294 adopted.

Moved by Hallam, seconded by Ervin to adopt the Resolution Authorizing Urban Renewal Area activities to be Certified and Decertified as TIF Indebtedness. AYES: Six. NAYS: None. Resolution 2021-295 adopted.

Jody Rhone, Public Works Director, provided an overview of the downtown snow removal process and discussed parking. The number for the snow line is 641-792-0411.

There were no Mayor/Council comments.

It was moved by Ervin, seconded by Mullan to adjourn the meeting at 7:14 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP MEETING MINUTES
NOVEMBER 15, 2021, IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING @ 7:20
P.M. CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in special session at 7:20 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

Lisa Frasier, Finance Officer and Michele Heisdorffer, Financial Analyst, presented the proposed budget schedule and the employee compensation costs.

Moved by Stonner, seconded by Trotter to adjourn the meeting at 7:32 PM.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

STATE OF IOWA 2021 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2021 CITY OF NEWTON, IOWA DUE: December 1, 2021		16205000800000 CITY OF NEWTON 101 W 4th Street South NEWTON IA 50208 POPULATION: 15760		
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.				
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	8,120,617		8,120,617	8,101,958
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	8,120,617		8,120,617	8,101,958
Delinquent Property Taxes	0		0	0
TIF Revenues	2,318,075		2,318,075	2,204,178
Other City Taxes	2,374,775	0	2,374,775	2,141,480
Licenses and Permits	283,923	0	283,923	308,125
Use of Money and Property	129,814	104,125	233,939	290,370
Intergovernmental	5,515,932	1,102	5,517,034	5,806,673
Charges for Fees and Service	2,272,486	9,493,906	11,766,392	10,988,520
Special Assessments	6,952	0	6,952	21,500
Miscellaneous	1,009,008	266,782	1,275,790	504,654
Other Financing Sources	13,424,246	5,068,765	18,493,011	11,179,400
Transfers In	3,951,665	3,850,114	7,801,779	7,829,758
Total Revenues and Other Sources	39,407,493	18,784,794	58,192,287	49,376,616
Expenditures and Other Financing Uses				
Public Safety	7,717,578		7,717,578	7,756,698
Public Works	3,409,349		3,409,349	3,915,529
Health and Social Services	0		0	0
Culture and Recreation	2,225,438		2,225,438	2,713,814
Community and Economic Development	1,077,703		1,077,703	1,242,026
General Government	1,403,878		1,403,878	1,658,638
Debt Service	11,191,515		11,191,515	11,346,340
Capital Projects	6,720,473		6,720,473	7,240,500
Total Governmental Activities Expenditures	33,745,934	0	33,745,934	35,873,545
BUSINESS TYPE ACTIVITIES		6,963,227	6,963,227	7,662,985
Total All Expenditures	33,745,934	6,963,227	40,709,161	43,536,530
Other Financing Uses	0	0	0	
Transfers Out	3,652,115	4,149,664	7,801,779	7,829,758
Total All Expenditures/and Other Financing Uses	37,398,049	11,112,891	48,510,940	51,366,288
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	2,009,444	7,671,903	9,681,347	-1,989,672
Beginning Fund Balance July 1, 2020	9,065,811	11,264,669	20,330,480	19,467,632
Ending Fund Balance June 30, 2021	11,075,255	18,936,572	30,011,827	17,477,960
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:				
Non-budgeted Internal Service Funds		Pension Trust Funds		
Private Purpose Trust Funds		Agency Funds		
Indebtedness at June 30, 2021	Amount	Indebtedness at June 30, 2021	Amount	
General Obligation Debt	31,466,220	Other Long-Term Debt	0	
Revenue Debt	8,312,000	Short-Term Debt	0	
TIF Revenue Debt	0	General Obligation Debt Limit	45,967,721	
CERTIFICATION The forgoing report is correct to the best of my knowledge and belief				
Signature of Preparer Printed name of Preparer Lisa Frasier			Publication 11/23/2021	
			Phone Number 641-791-0808	
Signature of Mayor or other City official (Name and Title)			Date Signed	
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REVENUE P2
CITY OF NEWTON
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1									1
Taxes levied on property	2	4,102,786	2,817,369	1,200,462			8,120,617		8,120,617	2
Less: Uncollected Property Taxes - Levy Year	3						0		0	3
Net Current Property Taxes	4	4,102,786	2,817,369	1,200,462	0	0	8,120,617		8,120,617	4
Delinquent Property Taxes	5						0		0	5
Total Property Tax	6	4,102,786	2,817,369	1,200,462	0	0	8,120,617		8,120,617	6
TIF Revenues	7		2,318,075				2,318,075		2,318,075	7
Other City Taxes										
Utility Tax Replacement Excise Taxes	8	92,862	63,537	23,352			179,751		179,751	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9						0		0	9
Parimutuel Wager Tax	10						0		0	10
Gaming Wager Tax	11						0		0	11
Mobile Home Tax	12						0		0	12
Hotel / Motel Tax	13	226,983					226,983		226,983	13
Other Local Option Taxes	14		1,968,041				1,968,041		1,968,041	14
Total Other City Taxes	15	319,845	2,031,578	23,352	0	0	2,374,775	0	2,374,775	15
Section B - Licenses and Permits	16	283,923					283,923		283,923	16
Section C - Use of Money and Property	17									17
Interest	18	32,378	1,078	2,602	23,296		64,375	72,765	137,140	18
Rents and Royalties	19	65,439					65,439	31,360	96,799	19
Other Miscellaneous Use of Money and Property	20						0	0	0	20
	21						0		0	21
Total Use of Money and Property	22	97,817	1,078	2,602	23,296	0	129,814	104,125	233,939	22
Section D - Intergovernmental	24									24
Federal Grants and Reimbursements	26									26
Federal Grants	27	825,253	13,751		502,288		1,341,292		1,341,292	27
Community Development Block Grants	28						0		0	28
Housing and Urban Development	29						0		0	29
Public Assistance Grants	30						0		0	30
Payment in Lieu of Taxes	31						0		0	31
	32						0		0	32
Total Federal Grants and Reimbursements	33	825,253	13,751	0	502,288	0	1,341,292	0	1,341,292	33

REVENUE P3
CITY OF NEWTON
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	2,282,948					2,282,948		2,282,948 44
Other state grants and reimbursements	48								48
State grants	49	13,401					13,401		13,401 49
Iowa Department of Transportation	50				905,920		905,920		905,920 50
Iowa Department of Natural Resources	51						0		0 51
Iowa Economic Development Authority	52						0		0 52
CEBA grants	53						0		0 53
Commercial & Industrial Replacement Claim	54	110,464	77,005	31,073			271,806		271,806 54
	55						0		0 55
	56						0		0 56
	57						0		0 57
	58						0		0 58
	59						0		0 59
Total State	60	123,865	2,359,953	31,073	905,920	0	3,474,075	0	3,474,075 60
Local Grants and Reimbursements									
County Contributions	63	43,908					43,908		43,908 63
Library Service	64						0		0 64
Township Contributions	65	133,086					133,086		133,086 65
Fire/EMT Service	66						0		0 66
IA Speedway Contributions	67						348,500		348,500 67
Newton Schools / School Resource Officers	68	121,869					121,869		121,869 68
Other Misc	69	40,454		12,748			53,202	1,102	54,304 69
Total Local Grants and Reimbursements	70	339,317	0	12,748	0	0	700,565	1,102	701,667 70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	1,288,435	2,373,704	43,821	1,408,208	0	5,515,932	1,102	5,517,034 71
Section E -Charges for Fees and Service	72								72
Water	73						0	3,707,888	3,707,888 73
Sewer	74						0	2,964,956	2,964,956 74
Electric	75						0		0 75
Gas	76						0		0 76
Parking	77						0		0 77
Airport	78	11,968					11,968		11,968 78
Landfill/garbage	79	978,025					978,025	2,211,262	3,189,287 79
Hospital	80						0		0 80

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued	81								81
Transit	82						0		0 82
Cable TV	83						0		0 83
Internet	84						0		0 84
Telephone	85						0		0 85
Housing Authority	86						0		0 86
Storm Water	87						0	229,887	229,887 87
Other:	88								88
Nursing Home	89						0		0 89
Police Service Fees	90	7,319					7,319		7,319 90
Prisoner Care	91						0		0 91
Fire Service Charges	92	14,895					14,895		14,895 92
Ambulance Charges	93	1,049,952					1,049,952		1,049,952 93
Sidewalk Street Repair Charges	94						0		0 94
Housing and Urban Renewal Charges	95						0		0 95
River Port and Terminal Fees	96						0		0 96
Public Scales	97						0		0 97
Cemetery Charges	98	87,290					87,290		87,290 98
Library Charges	99	2,805					2,805		2,805 99
Park, Recreation, and Cultural Charges	100	64,935					64,935	379,913	444,848 100
Animal Control Charges	101						0		0 101
	102						0		0 102
Hazmat/Admin Misc/City Garage	103	55,297					55,297		55,297 103
Total Charges for Service	104	2,272,486	0	0	0	0	2,272,486	9,493,906	11,766,392 104
Section F - Special Assessments	106	6,952					6,952		6,952 106
Section G - Miscellaneous	107								107
Contributions	108	59,966	126,447				186,413	38,711	225,124 108
Deposits and Sales/Fuel Tax Refunds	109	12,811					12,811	1,562	14,373 109
Sale of Property and Merchandise	110	20,433					20,433	184,901	205,334 110
Fines	111	80,545					80,545		80,545 111
Internal Service Charges	112						0		0 112
	113	462,027	25,000		221,779		708,806	41,608	750,414 113
	114						0		0 114
	115						0		0 115
	116						0		0 116
	117						0		0 117
	118						0		0 118
	119						0		0 119
Total Miscellaneous	120	635,782	151,447	0	221,779	0	1,009,008	266,782	1,275,790 120

REVENUE P5
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h) (i)
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121 9,008,026	7,375,176	2,724,860	1,270,237	1,653,283	0	22,031,582	9,865,915	31,897,497
Section H - Other Financing Sources	123								123
Proceeds of capital asset sales	124 62,091	175,000	337,500			11,010	585,601	23,000	608,601
Proceeds of long-term debt (Excluding TIF internal borrowing)	125	2,053,512		7,244,402	3,540,731		12,838,645	5,045,765	17,884,410
Proceeds of anticipatory warrants or other short-term debt	126						0		0
Regular transfers in and interfund loans	127 470,599	726,997		111,150			1,308,746	3,850,114	5,158,860
Internal TIF loans and transfers in	128 155,735			2,487,184			2,642,919		2,642,919
	129						0	0	0
	130						0		0
Total Other Financing Sources	131 688,425	2,955,509	337,500	9,842,736	3,540,731	11,010	17,375,911	8,918,879	26,294,790
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 9,696,451	10,330,685	3,062,360	11,112,973	5,194,014	11,010	39,407,493	18,784,794	58,192,287
Beginning Fund Balance July 1, 2020	134 2,811,471	1,153,480	-174,769	126,170	4,566,385	583,074	9,065,811	11,264,669	20,330,480
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 12,507,922	11,484,165	2,887,591	11,239,143	9,760,399	594,084	48,473,304	30,049,463	78,522,767

EXPENDITURES P6
CITY OF NEWTON
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2021
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	2,254,000	1,762,710					4,016,710		4,016,710	2
Jail	3							0	0	0	3
Emergency Management	4							0	0	0	4
Flood control	5							0	0	0	5
Fire Department	6	1,869,969	1,692,200					3,562,169		3,562,169	6
Ambulance	7							0	0	0	7
Building Inspections	8	89,243	25,721					114,964		114,964	8
Miscellaneous Protective Services	9							0	0	0	9
Animal Control	10	21,340						21,340		21,340	10
Other Public Safety	11							0	0	0	11
Disaster Services	12	2,395						2,395		2,395	12
	13							0	0	0	13
Total Public Safety	14	4,236,947	3,480,631		0	0	0	7,717,578		7,717,578	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	42,789	1,110,777					1,153,566		1,153,566	16
Parking Meter and Off-Street	17							0	0	0	17
Street Lighting	18		230,205					230,205		230,205	18
Traffic Control Safety	19		57,992					57,992		57,992	19
Snow Removal	20		420,929					420,929		420,929	20
Highway Engineering	21	151,677	83,695					235,372		235,372	21
Street Cleaning	22		51,484					51,484		51,484	22
Airport (if not an enterprise)	23	99,458						99,458		99,458	23
Garbage (if not an enterprise)	24	983,132						983,132		983,132	24
Other Public Works	25							0	0	0	25
Administration	26	30,761	140,018					170,779		170,779	26
City Garage	27	6,432						6,432		6,432	27
Total Public Works	28	1,314,249	2,095,100		0	0	0	3,409,349		3,409,349	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0	0	0	30
City Hospital	31							0	0	0	31
Payments to Private Hospitals	32							0	0	0	32
Health Regulation and Inspections	33							0	0	0	33
Water, Air, and Mosquito Control	34							0	0	0	34
Community Mental Health	35							0	0	0	35
Other Health and Social Services	36							0	0	0	36
	37							0	0	0	37
	38							0	0	0	38
Total Health and Social Services	39	0	0		0	0	0	0	0	0	39
Section D - Culture and Recreation	40										40
Library Services	41	489,044	410,699					899,743		899,743	41
Museum, Band, Theater	42							0	0	0	42
Parks	43	525,511	378,266					903,777		903,777	43
Recreation	44	153,152	11,615					164,767		164,767	44
Cemetery	45	150,326	56,325					206,651		206,651	45
Community Center, Zoo, Marina, and Auditorium	46		18,000					18,000		18,000	46
Other Culture and Recreation	47							0	0	0	47
RSVP/United Way	48		32,500					32,500		32,500	48
	49							0	0	0	49
Total Culture and Recreation	50	1,318,033	907,405		0	0	0	2,225,438		2,225,438	50

EXPENDITURES P7

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52		45,078					45,078		45,078	52
Economic development	53	81,879	24,892					106,771		106,771	53
Housing and urban renewal	54		112,518					112,518		112,518	54
Planning and zoning	55	225,037	74,640					299,677		299,677	55
Other community and economic development	56	146,490	32,293					178,783		178,783	56
TIF Rebates	57			144,840				144,840		144,840	57
Marketing	58	190,036						190,036		190,036	58
Total Community and Economic Development	59	643,442	289,421	144,840	0	0	0	1,077,703		1,077,703	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	183,283	55,305					238,588		238,588	61
Clerk, Treasurer, Financial Administration	62	442,903	119,336					562,239		562,239	62
Elections	63							0		0	63
Legal Services and City Attorney	64	92,727						92,727		92,727	64
City Hall and General Buildings	65	146,690						146,690		146,690	65
Tort Liability	66	363,634						363,634		363,634	66
Other General Government	67							0		0	67
	68							0		0	68
	69							0		0	69
Total General Government	70	1,229,237	174,641		0	0	0	1,403,878		1,403,878	70
Section G - Debt Service	71				11,191,515			11,191,515		11,191,515	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	11,191,515	0	0	11,191,515		11,191,515	74
Section H - Regular Capital Projects - Specify	75										75
	76					6,720,473		6,720,473		6,720,473	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	6,720,473	0	6,720,473		6,720,473	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	6,720,473	0	6,720,473		6,720,473	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 70, 74, 83)	84	8,741,908	6,947,198	144,840	11,191,515	6,720,473	0	33,745,934		33,745,934	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the
Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								3,320,627	3,320,627	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								2,253,365	2,253,365	91
Capital Outlay	92									0	92
Debt Service	93									0	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								965,876	965,876	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								6,523	6,523	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								416,836	416,836	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								6,963,227	6,963,227	129

EXPENDITURES P9

CITY OF NEWTON

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2021 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	8,741,908	6,947,198	144,840	11,191,515	6,720,473	0	33,745,934	6,963,227	40,709,161	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	219,600	789,596					1,009,196	4,149,664	5,158,860	132
Internal TIF loans/repayments and transfers out	133			2,642,919				2,642,919		2,642,919	133
	134							0		0	134
Total Other Financing Uses	135	219,600	789,596	2,642,919	0	0	0	3,652,115	4,149,664	7,801,779	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	8,961,508	7,736,794	2,787,759	11,191,515	6,720,473	0	37,398,049	11,112,891	48,510,940	136
Ending fund balance June 30, :	137										137
Governmental:	138										138
	139										139
Nondisposable	140						594,084	594,084		594,084	140
Restricted	141		3,747,371	99,832	47,628	3,039,926		6,934,757		6,934,757	141
Committed	142	630,384						630,384		630,384	142
Assigned	143							0		0	143
Unassigned	144	2,916,030						2,916,030		2,916,030	144
Total Governmental	145	3,546,414	3,747,371	99,832	47,628	3,039,926	594,084	11,075,255		11,075,255	145
Proprietary	146								18,936,572	18,936,572	146
Total Ending Fund Balance June 30,	147	3,546,414	3,747,371	99,832	47,628	3,039,926	594,084	11,075,255	18,936,572	30,011,827	147
Total Requirements (Sum of lines 136 and 147)	148	12,507,922	11,484,165	2,887,591	11,239,143	9,760,399	594,084	48,473,304	30,049,463	78,522,767	148

Part III Intergovernmental Expenditures									
Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.									
Purpose	Amount paid to other local governments	Purpose	Amount paid to State						
			Highways	All other					
Correction									
Health									
Highways									
Transit Subsidies									
Libraries									
Police protection									
Sewerage									
Sanitation									
All other									
Part IV									
Wages & Salaries									
Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.									
YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID									
Total Salaries and Wages Paid									
Part V Debt Outstanding, Issued, and Retired									
Transit subsidies									
A. Long-Term Debt									
Debt During the Fiscal Year									
Purpose	Line	Debt Outstanding JULY 1, 2020	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	1,784,000	4,840,000	302,000			6,322,000		31,220
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.		1,990,000				1,990,000		
GO	10.	31,126,474	10,445,000	10,105,254	31,466,220				790,236
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		32,910,474	17,275,000	10,407,254	31,466,220	0	8,312,000	0	821,456
B. Short-Term Debt Amount									
Outstanding as of July 1, 2020									
Outstanding as of JUNE 30, 2021									
DEBT LIMITATION FOR GENERAL OBLIGATIONS									
Part VI									
Actual valuation -- January 1, 2019									
Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2021									
Type of asset									
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits.									
Amount									
Bond and									
Bond construction									
Pension/retirement									
Total									

RESOLUTION NO. 2021- _____

**RESOLUTION APPOINTING JEFFERY HOLSCHUH TO THE
CITY OF NEWTON PLANNING AND ZONING COMMISSION
FOR A TERM ENDING DECEMBER 31, 2023**

WHEREAS, Garfield Berndt III, has resigned from the Newton Planning & Zoning Commission before the completion of his term; and

WHEREAS, Jeffery Holschuh, 1409 West 3rd Street Place North, Newton, has expressed an interest in serving on the Planning & Zoning Commission and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Jeffery Holschuh is hereby appointed to the Planning & Zoning Commission for an unexpired term ending December 31, 2023.

PASSED this _____ day of December, 2021

APPROVED this _____ day of December, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2021- _____

**RESOLUTION APPOINTING DANA VAN GILDER TO THE
CITY OF NEWTON PLANNING AND ZONING COMMISSION
FOR AN UNEXPIRED TERM ENDING DECEMBER 31, 2024**

WHEREAS, Dana Van Gilder, 1010 North 4th Avenue East, Newton, has expressed interest in serving on the Planning and Zoning Commission and is qualified to do so;

WHEREAS, Jeremy Berndt, no longer serves on the Newton Planning & Zoning Commission, and his unexpired term ends on December 31, 2024;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Dana Van Gilder is hereby appointed to the Planning & Zoning Commission for an unexpired term ending on December 31, 2024.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2021 – _____

**RESOLUTION APPOINTING NOREEN OTTO TO THE
NEWTON ZONING BOARD OF ADJUSTMENT FOR A TERM
ENDING DECEMBER 31, 2026.**

WHEREAS, the term for Newton Zoning Board of Adjustment Member Tom Hollander ends on December 31, 2021, and he has expressed a desire to no longer serve on the board, and,

WHEREAS, Noreen Otto, 1110 South 6th Avenue West, in Newton, has expressed an interest in serving on the Newton Zoning Board of Adjustment and is qualified to serve.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Noreen Otto is hereby appointed to the Newton Zoning Board of Adjustment for the term beginning January 1, 2022 and ending December 31, 2026.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-09).

Report Number: 21-304

Date:

December 6, 2021

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$1,601.83

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$1,601.83. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-09).

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 21-09)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner's failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 21-09 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 21-09, 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 January 5, 2022, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-09: 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
Manual Vasquez	835102005	224 E 12th St N	Newton	\$55,220	\$60.00	\$75.00	\$135.00	MEEK'S SD LOT 3	9/21/2021
Matthew Thongvanh	835226018	229 E 24th St N	Newton	\$152,440	\$90.00	\$0.00	\$90.00	FAIRMEADOWS ADD PHASE 5, LOT 120	10/5/2021
Matthew Thongvanh	835226018	229 E 24th St N	Newton	\$152,440	\$210.90	\$75.00	\$285.90	FAIRMEADOWS ADD PHASE 5, LOT 120	10/1/2021
Carol Morley	833429005	516 W 5th St S	Newton	\$81,250	\$188.78	\$75.00	\$263.78	COLLEGE ADD LOT 3 BLK 4	9/22/2021
Amrich Co LLC	828454001	549 W 10th St N	Newton	\$44,460	\$752.15	\$75.00	\$827.15	GREENCASTLE PLACE LOT 14 BLK E	9/23/2021
Total							\$1,601.83		

City of Newton Council Report

Item: Resolution revising the purchase of a parks mower for the Community Services Department.

Summary: The approved purchase of a 72" zero-turn Toro mower is being changed to another similar mower due to the factory being unable to produce the originally-approved mower anymore.

Financial Impact: This change results in an increase of \$1,500 for the purchase of the available parks mower, with the \$16,259 purchase to be paid from the FY-22 Parks General Fund Budget.



Report Number: 21-305

Date: December 6, 2021

Lead Department:
Community Services

Recommendation:
Approve

Background:

The Community Services Department is charged with the maintenance of athletic fields, parks, cemeteries, golf course, and various city owned properties. Numerous mowers and tractors are required to successfully complete these tasks.

The purchase of four pieces of equipment was approved on May 17, 2021 by Council Resolution 2021-128. One of those four pieces of equipment, the Parks 72" Zero-turn (Toro 72274), is no longer being produced by Toro due to supply issues affecting most manufacturers. Because of this, the vendor can no longer sell this model leaving staff searching for something that is available.

Staff sought out new bids to replace the Toro zero-turn mower that could not be delivered, and found it very difficult to find similar mowers that are both available and also meet the department's specifications. With many companies struggling with delivery issues, as well as increasing their prices, the following two reasonable bids were secured:

Equipment	Company	Bid Price
72" Ex-Marc Mower	Farver True Value - Newton	\$16,259.00 (State Bid Price)
72" Scag Mower	Prairie Ag Supply – Prairie City	\$16,975.00

\$20,000 was included in the FY-22 Parks General Fund Budget for the purchase of the 72" zero-turn mower, so adequate funds are available to cover the \$1,500 increase in the purchase price.

With approval of this resolution, the \$16,259.00 purchase of the 72" Ex-Marc Mower is approved, and the previous approval to purchase the Toro 72274 mower per Resolution 2021-128 is rescinded.

Recommendations:

City Staff recommends authorizing the Community Services Director to purchase the 72" Ex-Marc Mower from Farver True Value of Newton for the state bid price of \$16,259.00; with said purchase to be paid from the FY-22 Parks General Fund Budget.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

RESOLUTION REVISING THE PURCHASE OF A PARKS MOWER FOR THE COMMUNITY SERVICES DEPARTMENT

WHEREAS, the Community Services Department is charged with the maintenance of athletic fields, parks, cemeteries, golf course, and various city owned properties; and

WHEREAS, numerous mowers and tractors are required to successfully complete these tasks; and

WHEREAS, the purchase of four pieces of equipment was approved on May 17, 2021 by Council Resolution 2021-128; and

WHEREAS, one of those four pieces of equipment, the Parks 72” Zero-turn (Toro 72274), is no longer being produced by Toro due to supply issues affecting most manufacturers; and

WHEREAS, staff sought out new bids for comparable and available equipment to replace the Toro zero-turn mower that could not be delivered, and secured the following bids:

Equipment	Company	Bid Price
72” Ex-Marc Mower	Farver True Value - Newton	\$16,259.00 (State Bid Price)
72” Scag Mower	Prairie Ag Supply – Prairie City	\$16,975.00

; and

WHEREAS, \$20,000 was included in the FY-22 Parks General Fund Budget for the purchase of the 72” zero-turn mower, so adequate funds are available to cover the \$1,500 increase in the purchase price.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Community Services Director is authorized to purchase the 72” Ex-Marc Mower from Farver True Value of Newton for the state bid price of \$16,259.00; with said purchase to be paid from the FY-22 Parks General Fund Budget.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the previous approval to purchase the Toro 72274 mower per Resolution 2021-128 is rescinded.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution approving a temporary 10% reduction to the price of 2022 season passes for Maytag Pool.

Report Number: 21-306

Date:

December 6, 2021

Summary:

In attempt to increase the numbers of pool users, this resolution authorizes a 10% off pre-season sale beginning immediately, and continuing through April 15, 2022 for the purchase of 2022 season pool passes.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Negative financial impacts are not anticipated. The upfront loss of the early season discounts is estimated to be recouped by an increase in concession sales and the number of season passes sold.

Background:

The numbers of season pool passes sold at Maytag Pool have fluctuated over the last couple of years, particularly in 2020 and 2021 due to Covid-19. In an effort to increase these numbers, staff is proposing a pre-season sale of said season passes for the upcoming 2022 pool season.

A 10% off sale on all 2022 season pool passes is proposed beginning immediately, and continuing through Friday, April 15, 2022. This temporary fee reduction would not apply to any daily fees, punch passes, rental fees, or swim lessons. The normal \$50 cost of a single season pass would be reduced to \$45 during this promotion.

The upfront losses of the early season discounts are estimated to be offset by an increase in concession sales and the overall number of season passes sold. Promotion of this sale using social media efforts is proposed to help increase the numbers of season passes sold in 2022.

Recommendation:

City Staff recommends acceptance of this resolution authorizing the Community Services Division to offer the above noted temporary pre-season price reductions for 2022 season pool passes.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION APPROVING A TEMPORARY 10% REDUCTION TO THE
PRICE OF 2022 SEASON PASSES FOR MAYTAG POOL**

WHEREAS, the numbers of season pool passes sold at Maytag Pool have fluctuated over the last couple of years, particularly in 2020 and 2021 due to Covid-19; and

WHEREAS, in an effort to increase these numbers, staff is proposing a pre-season sale of said season passes for the upcoming 2022 pool season; and

WHEREAS, a 10% off sale on all 2022 season pool passes is proposed beginning immediately, and continuing through Friday, April 15, 2022; and

WHEREAS, said temporary fee reduction, amounting to \$5.00 per season pass, would not apply to any daily fees, punch passes, rental fees, or swim lessons; and

WHEREAS, the upfront losses of the early season discounts are estimated to be offset by an increase in concession sales and the overall number of season passes sold.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is hereby approved authorizing the Community Services Department to offer the above noted pre-season price reduction for 2022 season pool passes through April 15, 2022.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution setting a public hearing and inviting proposals for the sale of property at 410 South 6th Avenue West in Newton

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

Financial Impact: No cost.



Report Number: 21-307

Date: December 6, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City acquired 410 South 6th Avenue West through the D&D program. There has been expressed interest in this property. The subject property is 25 x 70 feet (1752 square feet).

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

The attached Resolution sets a public hearing for the regular Council meeting on January 17, 2022. Proposals will be accepted until 10:00 am on January 10, 2022.

Recommendation:

City Staff recommends approval.

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

Matt Muckler
City Administrator

**RESOLUTION SETTING A PUBLIC HEARING AND INVITING
PROPOSALS FOR THE SALE OF PROPERTY AT 410 SOUTH
6TH AVENUE WEST IN NEWTON**

WHEREAS, the City of Newton owns property located at:

410 South 6th Avenue West, legally described as: THE WEST 25 FEET OF LOT 8, BLOCK 4,
COLLEGE ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA.

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

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

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

Section 1: That the Public Notice in substantially the following form shall be given that a
Public Hearing be held at 6:00 pm on January 17, 2022, in the City Council Chambers
of City Hall, 101 West 4th Street South, and/or via Zoom to consider the sale of the
above noted property:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on January 17, 2022, at City
Hall, 101 West 4th Street South, and/or via Zoom to consider proposals for purchase of the property
located at 410 South 6th Avenue West, Newton, IA. The property is legally described as: THE WEST 25
FEET OF LOT 8, BLOCK 4, COLLEGE ADDITION TO THE CITY OF NEWTON, JASPER COUNTY,
IOWA.. Proposals shall be submitted by 10:00 a.m., January 10, 2022, to the Newton Community
Department; 403 West 4th Street North, Suite 501; Newton, Iowa 50208. Additional information about the
property and the process for submitting a proposal is available at the Community Development
Department, (641)-792-6622. The City Council will consider all proposals received, but reserves the right
to reject any or all proposals received or to accept any proposal it deems in the best public interest. At
said Hearing, interested persons may be heard in support of or opposition to said sale or the price or
terms of a proposed agreement.

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

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution setting a public hearing to consider an ordinance adopting changes in the ward and precinct boundaries based on the 2020 Census Information.

Summary: Every 10 years, the City of Newton must review and adopt new ward/precinct maps based on the new census information. Before doing so, the Council must first set a time for a public hearing.

Financial Impact: No cost.



Report Number: 21-308

Date: December 6, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: State of Iowa Code requires that the population of each of Newton's four wards be approximately equal. Based on the 2020 Census count of 15,760, the ideal population for each ward is approximately 3,940 persons. The maximum allowable variation for each ward is 10%, or 394 persons.

Using GIS and 2020 Census Data, new ward/precinct boundaries will be presented to Newton City Council for action. No significant changes to the maps are anticipated. The GIS software will prepare a new Ward/Precinct Map which accomplishes the following:

- Impacts or makes changes for the fewest number of properties.
- Each precinct population does not exceed 3,500
- Each precinct must lie within one (state) legislative district
- Each precinct/ward must be composed of contiguous territory and in a single county
- Precinct/wards must follow census block boundaries.
- Precinct/wards must consider voter convenience and electoral efficiency
- Precinct/wards must include newly annexed territory

The new boundaries must be adopted by ordinance.

Timeline for Adoption: State code stipulates that City Councils must complete any changes in precinct and ward boundaries no later than 60 days after legislative districts have become law or by September 1st. Because census data was released *significantly* later than ever before, the September 1st deadline has long passed. GIS information only became available through the Secretary of State's website portal in November.

City staff has been in communication with the Secretary of State's office as well as the Jasper County Auditor's office. Both offices have asked for cooperation to adopt the new boundaries as soon as possible. Following the public hearing and first reading of the ordinance on December 20th, it has been requested that City Council consider waiving the second and third reading.

Recommendation:

City Staff recommends approval of the resolution setting a public hearing for December 20, 2021 to consider an ordinance adopting changes to the ward and precinct boundaries.

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

Matt Muckler
City Administrator

**RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER
AN ORDINANCE ADOPTING CHANGES IN THE WARD AND
PRECINCT BOUNDARIES BASED ON THE 2020 CENSUS
INFORMATION**

WHEREAS, the US Census Bureau conducted a decennial census in 2020; and

WHEREAS, the population distribution within the City of Newton has shifted; and

WHEREAS, it is necessary to consider changes to the voting ward and precinct boundaries so as to provide equal representation to all Newton citizens;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, a public hearing to consider changes to the ward and precinct boundaries based on the 2020 Census information be held on December 20, 2021 in the Council Chamber at Newton City Hall, 101 West 4th Street South, Newton, Iowa.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 12-07-21

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 132.30
Advantage Archives	Library	Subscription	\$ 1,350.00
Airgas USA LLC	Fire	Supplies	\$ 111.57
Alliant Energy/IPL	All	Utilities	\$ 6,540.29
Amazon Capital Services	All	Supplies	\$ 3,558.68
American Business Phones	Police/PW Admin	Service	\$ 110.00
Arrowhead Forensics	Police	Supplies	\$ 312.65
Baker & Taylor	Library	Supplies	\$ 2,580.49
Baker & Taylor Entertainment	Library	Supplies	\$ 129.69
BARCO Municipal Product	Traffic Control	Supplies	\$ 313.75
Bituminous Materials & Supply	Street	Supplies	\$ 637.18
Black Clover Enterprises LLC	Golf	Merchandise	\$ 58.90
Black Hills Energy	All	Utilities	\$ 576.92
Blackburn Mfg Co	Traffic Control	Supplies	\$ 385.88
Blackstone Publishing	Library	Supplies	\$ 344.49
Bound Tree Medical LLC	Fire	Supplies	\$ 1,572.25
Browning, Mike	Fire	Reimbursement	\$ 128.00
Capital One	All	Supplies	\$ 1,907.78
Carl's Window Service	Library	Service	\$ 90.00
Cengage Learning	Library	Supplies	\$ 243.12
Center Point Large Print	Library	Supplies	\$ 160.05
Central Salt	Snow Removal	Supplies	\$ 1,628.08
Chamber of Commerce	Administration	Supplies	\$ 1,092.00
Church, Mitchell	Fire	Reimbursement	\$ 104.99
Cintas	All	Service	\$ 686.33
Clapsaddle-Garber Assoc	Airport	Service	\$ 9,118.65
Clear Gov Inc	Executive	Service	\$ 5,500.00
Continental Research	City Garage	Supplies	\$ 258.69
Daigle Law Group LLC	Police	Training	\$ 1,245.00
Dell Marketing L.P.	City Garage	Supplies	\$ 1,062.32
Des Moines Register	City Center	Subscription	\$ 310.03
Des Moines Stamp Mfg	Finance	Supplies	\$ 29.15
Diamond Products Co	Fire	Supplies	\$ 18.80
Diamond Traffic Products	Engineering	Supplies	\$ 888.00
Digium Cloud Services LLC	Admin/Executive/Finance	Utilities	\$ 402.00
Dinges Fire Company	Fire	Supplies	\$ 2,910.60
DMAcc - Ankeny Campus	CD/CS/PW	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 63,436.22
Dorsey & Whitney LLP	All	Service	\$ 26,247.00
EZ Lease	Water Pollution Control	Service	\$ 102.00
FBG Service Corporation	Library	Supplies	\$ 1,694.36
Forbes Office Solutions	All	Supplies	\$ 172.98
Galls LLC	Fire	Supplies	\$ 706.60
General Traffic Controls Inc	Traffic Control	Supplies	\$ 1,219.20
Gralnek-Dunitz	City Garage	Supplies	\$ 97.50
Gregg Young Auto Center	Police	Service	\$ 1,155.73
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 8,750.00

Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,730.60
Henderson Products Inc	Snow Removal/Storm Water	Supplies	\$ 1,122.98
Home Depot Pro	Landfill	Supplies	\$ 93.28
Housby Heavy Equipment LLC	Landfill	Supplies	\$ 1,821.16
Image Trend Inc	Fire	Service	\$ 752.00
IMWCA	All	Insurance	\$ 683.24
In-Roads LLC	RUT 2021 Revenue Bonds	Service	\$ 25,814.32
International Code Council	Building Inspections	Dues	\$ 145.00
Iowa Emergency Vehicle Installs	Police	Service	\$ 225.00
Iowa One Call	Engineering/WPC	Service	\$ 365.80
Iowa Pump Works	Water Pollution Control	Supplies	\$ 9,993.94
Iowa Stormwater Education Partnership	Storm Water	Membership	\$ 680.00
Isolved Benefit Services	Finance	Service	\$ 116.87
Jasper County Extension	Parks	Training	\$ 175.00
Jasper County Recorder	D&D Program/N Central TIF	Service	\$ 126.00
Jerico Services Inc	Snow Removal	Supplies	\$ 1,170.00
JETCO Inc	Water Pollution Control	Service	\$ 1,000.00
Johnson Aviation	Airport	Service	\$ 3,129.89
Keystone Labs	Water Pollution Control	Service	\$ 3,494.19
Kinetic Edge Physical Therapy	All	Service	\$ 1,180.00
Lauterbach Buick GMC	Landfill	Service	\$ 259.09
Liberty Tire Services LLC	Landfill	Supplies	\$ 135.00
Liebl Marketing Group	All	Service	\$ 7,950.00
Logan Contractors Supply	City Garage	Supplies	\$ 780.66
Lyman, Rick	Parks	Service	\$ 60.00
Magnum Automotive	Building Inspect/Fire/Police	Service	\$ 748.94
Manatts - D.M.	All	Supplies	\$ 3,549.72
Maxim Advertising	Police	Service	\$ 17.00
McCall Monument	Cemetery	Supplies	\$ 450.00
MG Laundry Corporation	City Center/Fire	Service	\$ 113.20
Mid Country Machinery	Landfill	Supplies	\$ 3,484.56
Mid-American Research Chemical	Water Pollution Control	Supplies	\$ 461.75
Minitex	Library	Service	\$ 1,685.00
Municipal Supply Inc	Landfill	Supplies	\$ 60.00
NAPA Auto Parts	All	Supplies	\$ 1,673.37
News Printing Company	All	Service	\$ 167.87
Newton Clinic	Fire	Service	\$ 72.00
NFPA	Fire	Service	\$ 175.00
Northwestern University	Police	Training	\$ 1,000.00
Office Depot	All	Supplies	\$ 116.30
O'Halloran International	City Garage	Supplies	\$ 180.00
O'Reilly Auto Parts	City Garage/Parks	Supplies	\$ 60.11
PCM Explorer	Library	Subscription	\$ 52.00
Pioneer Supply Company	Storm Water	Supplies	\$ 179.00
Pipe Pros Plumbing	Water Pollution Control	Service	\$ 105.00
Pitney Bowes Global Financial Services	All	Service	\$ 173.82
Preferred Pest Control Inc	Fire/Library	Service	\$ 650.00
Premier Office Equipment	Executive	Service	\$ 90.06
Quill Corporation	All	Supplies	\$ 181.40
Reliant Fire Apparatus Inc	Fire	Service	\$ 3,985.05

Riggs Printing Inc	Fire	Supplies	\$ 286.00
Sadler Power Train Truck Parts & Service	All	Supplies	\$ 2,390.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 930.00
Sign Pro	Building Inspections	Supplies	\$ 75.00
Smith Quality Rental	Parks	Supplies	\$ 120.00
Spahn & Rose Lumber Co	All	Supplies	\$ 760.51
Stacy's Sweetstuff	Fire	Supplies	\$ 50.00
Star Equipment	City Garage	Supplies	\$ 1,353.46
Strauss Security Solutions	Police	Service	\$ 302.00
Stryker Sales Corporation	Fire	Service	\$ 310.00
Superior Welding Supply	City Garage	Supplies	\$ 270.00
Target Solutions Learning LLC	All	Service	\$ 5,125.18
Terminal Supply Company	City Garage	Supplies	\$ 217.32
Theisen's	All	Supplies	\$ 856.94
Theisen's Marshalltown	Street/WPC	Supplies	\$ 329.28
Tompkins Industries Inc	Water Pollution Control	Supplies	\$ 291.99
Trenary Tree Care LLC	Parks	Service	\$ 9,348.00
Truck Center Companies	Airport	Supplies	\$ 158.45
Truck Equipment	Parks	Supplies	\$ 1,465.30
True Value Hardware	All	Supplies	\$ 172.54
Trusted Media Brands Inc	Library	Supplies	\$ 10.00
Two Rivers Cooperative	Airport	Supplies	\$ 1,532.06
Unique Management Services	Library	Service	\$ 79.60
United Public Safety	Police	Service	\$ 14.98
UnityPoint Clinic-Occupational	Landfill/Street/WPC	Service	\$ 126.00
Van Maanen Electric Inc	Airport/Landfill/N Central TIF	Service	\$ 33,949.34
Van Meter Inc	Street Lighting	Supplies	\$ 151.15
Van Wall Equipment	Landfill	Supplies	\$ 51.52
Warnick & Reeves Mechanical	City Center	Service	\$ 2,389.06
Water Department	All	Utilities	\$ 92.88
Windstream	Airport/City Center	Utilities	\$ 104.86
WTS Media	Library	Supplies	\$ 174.22
Zimco Supply Company	Golf	Supplies	\$ 1,095.40
Zoll	Fire	Supplies	\$ 225.50
Total			\$ 299,219.68

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 24,536.70
Annee, Stephanie - Reso 2020-165	North Central TIF	Grant	\$ 303.32
AT & T Mobility	Landfill	Utilities	\$ 110.06
Black Hills Energy	All	Utilities	\$ 1,694.15
Cladwell Brierly & Chalupa Trust-Reso 2021-211	Housing Demolitions	Acquisition	\$ 4,890.01
DISH Network	Airport	Utilities	\$ 137.07
McCann Housing Associates - Reso 2021-290	McCann Urban Renewal Area	Rebate	\$ 30,662.38
Mediacom	Administration/Golf	Utilities	\$ 524.30
United States Cellular	All	Utilities	\$ 638.12
Verizon Wireless	Police	Utilities	\$ 50.03
Water Department	All	Utilities	\$ 296.65
Windstream	All	Utilities	\$ 1,464.81

Total **\$ 65,307.60**

City of Newton Council Report

Item: An ordinance amending the City of Newton Official Zoning Map for property located at 1404 1st Avenue West (Parcel 0833126048) from C-A: Arterial Commercial to R-2: One- and Two-Family Residential.

Summary: 2B Constructed Inc. has requested a rezoning of the subject property to accommodate future development of single-family residential dwellings.

Financial Impact: None.



Report Number: 21-309

Date: December 6, 2021

Lead Department: Community Development Department

Recommendation:
Approve

The property included in the rezoning is currently within the C-A: Arterial Commercial zoning district. Immediately to the north and to the west, the land is zoned R-2: One- and Two-Family Residential. Immediately to the east and south, the land is zoned C-A: Arterial Commercial. While a residential use is already listed as permitted within the C-A district, the intention behind this rezoning is to better accommodate the development of single-family homes in the future.

Newton's Future, the comprehensive plan, includes a Land Use Concept Plan found within the Land Use Chapter. The area in question is shown as the dividing line between "general commercial" (red) and "low density residential" (yellow). See the concept plan map attached with the subject area of rezoning outlined in red. Keep in mind that the boundaries of the different uses on the concept plan were drawn in a soft, bubble-like manner to allow for some flexibility in the ability to consider individual circumstances when setting specific district boundaries. Generally speaking, the commercial designation lines the majority of the 1st Avenue corridor, but the comprehensive plan specifically recognizes the benefit of residential uses in this area.

A listed goal found in Ch. 9: Land Use states, "Encourage infill development on vacant underutilized parcels..." and work to "Create a pleasing community "entry" at Highway 14 and 1st Avenue W." Additionally, Ch. 8 Housing recognizes that "In focusing on drawing young families to Newton, it would likely be beneficial to see housing development toward the western side of Newton to accommodate easy access to I-80 and Des Moines." Staff finds that the proposed rezoning is supported by the comprehensive plan and would appropriately accommodate immediate development of the property.

At their meeting on November 2, 2021, the Planning and Zoning Commission unanimously approved a motion recommending approval of the rezoning of the subject property.

Notice of the Public Hearing: Notice of the public hearing for this item was sent to surrounding property owners (postcard mailing) and published in the *Newton Daily News*. No concerns or objections have been received from neighbors to date.

Recommendation:

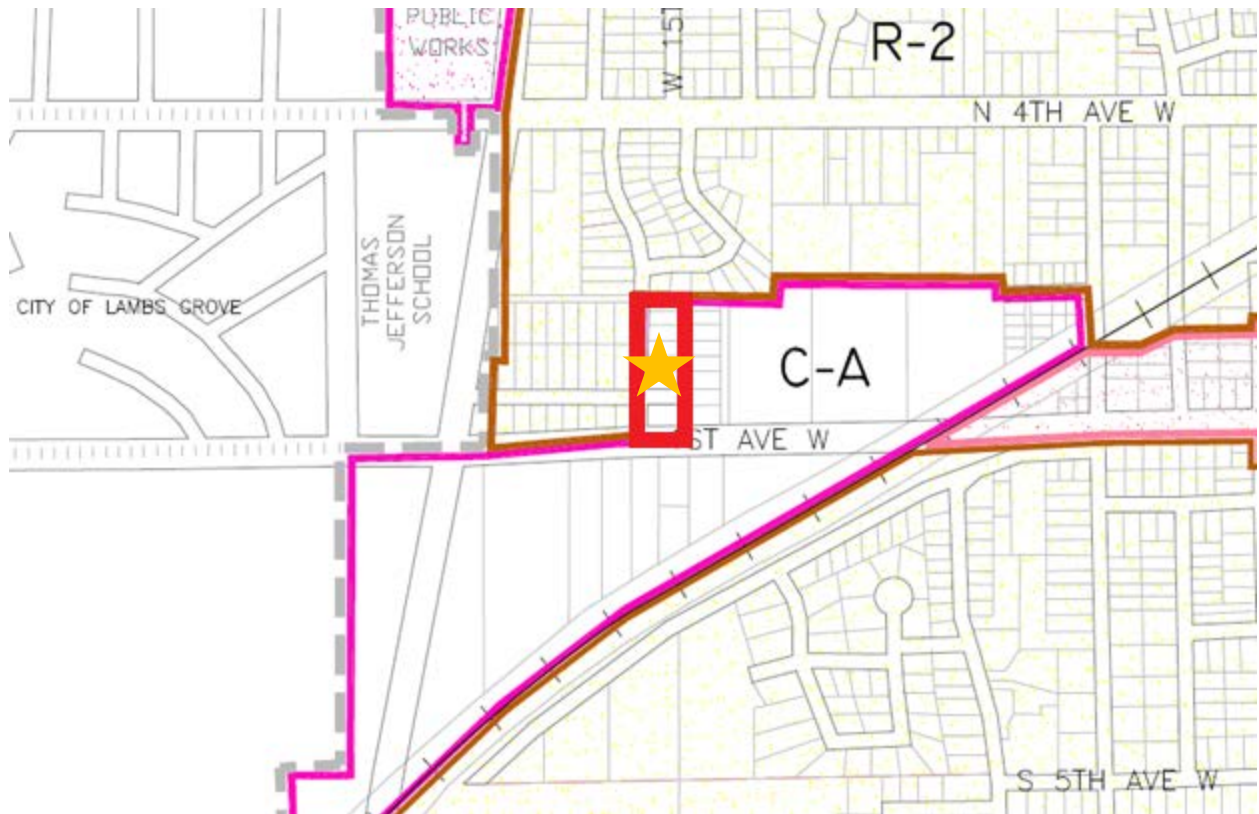
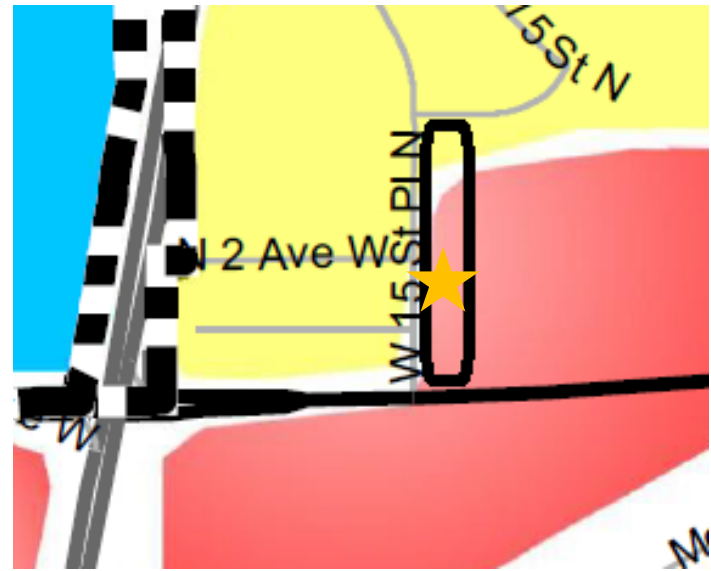
Staff recommends approval of the ordinance.

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

Matt Muckler
City Administrator



★ = subject property



ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY OF NEWTON OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT 1404 1ST AVENUE WEST FROM C-A: ARTERIAL COMMERCIAL TO R-2: ONE- AND TWO-FAMILY RESIDENTIAL

WHEREAS, the Planning and Zoning Commission reviewed the zoning map amendment at their November 2, 2021, regular meeting and unanimously recommend approval; and

WHEREAS, the rezoning of property located at 1404 1st Avenue West does not constitute spot zoning; and

WHEREAS, said rezoning is supported by *Newton's Future: A Comprehensive Plan*.

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

Section 1. Zoning Classification. The zoning classification of the following described property lying, being and situated in the City of Newton, County of Jasper and State of Iowa to wit:

LOTS TWO, THREE AND SIX IN BLOCK ONE AND LOTS TWO, THREE, SIX AND SEVEN IN BLOCK FOUR OF LEEPER'S HIGHLAND ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AND THE TWELVE FOOT EAST/WEST ALLEY LYING NORTH OF BLOCK ONE OF LEEPER'S HIGHLAND ADDITION THAT LIES WEST OF A LINE EXTENDED NORTH FROM THE NORTHWEST CORNER OF LOT ONE OF SAID LEEPER'S HIGHLAND ADDITION, AND THE SIXTEEN FOOT NORTH/SOUTH ALLEY LYING EAST OF AND ADJACENT TO LOTS TWO, THREE AND SIX BLOCK ONE AND LOTS TWO, THREE, SIX AND SEVEN IN BLOCK FOUR IN SAID LEEPER'S HIGHLAND ADDITION, AND THE VACATED NORTH SECOND STREET LYING BETWEEN BLOCKS ONE AND FOUR IN SAID LEEPER'S HIGHLAND ADDITION THAT LIES WEST OF A LINE EXTENDED FROM THE SOUTHWEST CORNER OF LOT FIVE, BLOCK ONE TO THE NORTHWEST CORNER OF LOT ONE IN BLOCK FOUR OF SAID LEEPER'S HIGHLAND ADDITION;

is hereby established to be zoned R-2: One- and Two-Family Residential.

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

PASSED this ____ day of _____ 2021.

APPROVED this ____ day of _____ 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution To Approve Urban Renewal Plan Amendment for the East-Mart Economic Development Area

Summary: Approval of a Plan Amendment for the East-Mart Urban Renewal Area

Financial Impact: No Financial Impact, Amends to Urban Renewal Plan for future projects and expenditures



Report Number: 21-310

Date: December 6, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

The City Council of the City of Newton Iowa has created the East-Mart Urban Renewal Area and has approved an urban renewal plan for the Area. Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project within an urban renewal area, a city must amend the existing Urban Renewal Plan to describe that new project.

An amendment to the Plan has been prepared which consists of an economic development grant and property tax rebates to the Theisen Real Estate, LLC redevelopment project. This resolution approves updates to the current Urban Renewal Plan.

Recommendation:

Staff recommends approval of the Resolution to amend the East-Mart Urban Renewal Plan.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

Resolution to Approve Urban Renewal Plan Amendment for the East-Mart
Economic Development Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Newton, Iowa (the “City”), by prior resolution established the East-Mart Economic Development Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking a new urban renewal project (the “Project”) in the Urban Renewal Area consisting of providing tax increment financing support to Theisen Real Estate, L.L.C. in connection with the redevelopment of an existing building for use in the business operations of a retail store; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on December 6, 2021; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Jasper County and the Newton Community School District; the consultation meeting was held on the ____ day of _____, 2021; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved December 6, 2021.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
EAST-MART ECONOMIC DEVELOPMENT AREA

December, 2021

The Urban Renewal Plan (the “Plan”) for the East-Mart Economic Development Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:
48

Name of Project: Theisen Real Estate L.L.C. Redevelopment Project

Name of Urban Renewal Area: East-Mart Economic Development Area

Date of Council Approval of Project: December 6, 2021

Description of the Project: Theisen Real Estate L.L.C. (the “Company”) has undertaken the redevelopment of an existing building (the “Project”) on certain real property situated at 3021 First Avenue East in the Urban Renewal Area (the “Redevelopment Property”) for use in the business operations of a retail store.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development grant (the “Grant”) to the Company thereunder.

The Payments, in an amount not to exceed \$210,000, will be funded with incremental property tax revenues to be derived from the Redevelopment Property.

The Grant, in an amount not to exceed \$50,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City's obligations (the "Obligations") entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area.

It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Project, including the Payments, the Grant, and the Admin Fees will not exceed \$268,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Grant.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$45,967,721</u>
Outstanding general obligation debt of the City:	<u>\$31,466,200</u>
Proposed maximum indebtedness to be incurred in connection with this December, 2021 Amendment:	<u>\$ 268,000*</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

Item: Resolution Approving Development Agreement with Theisen Real Estate L.L.C., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Summary: Theisen Real Estate L.L.C plans significant investment to 3021 1st AVE E, resulting in a new building valuation of \$1.5 million.

Financial Impact: \$50,000 Reimbursement Curb Appeal Grant and tax rebates not to exceed \$210,000.



Report Number: 21-311

Date: December 6,, 2021

Lead Department: Community Development

Recommendation: Approval

Background:

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

Theisen's Real Estate, L.L.C has purchased the empty building at 3021 1st Avenue East. They intend to upgrade the building and relocate the Newton store. The development agreement includes a minimum assessment required of \$1,500,000 for the property (currently assessed at \$771,160). The agreement provides a tax rebate schedule over 5 years with a total not to exceed amount of \$210,000.00. It also provides for a reimbursement of \$50,000 for curb appeal improvements, with a 1:1 match required.

Recommendation: Staff recommends approval.

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

Matt Muckler
City Administrator

RESOLUTION NO 2021-_____

Resolution Approving Development Agreement with Theisen Real Estate L.L.C.,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Theisen Real Estate L.L.C. (the “Company”) has been prepared, pursuant to which the Company would undertake the redevelopment of an existing building on certain real property situated in the Urban Renewal Area for use in the business operations of a retail store (the “Project”); and

WHEREAS, under the Agreement, the City would provide certain financial incentives to the Company including (1) annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$210,000; and (2) an economic development grant (the “Grant”) in an amount not to exceed \$50,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 6, 2021, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Newton and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments and the Grant.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations to make the Payments under the Agreement shall be payable solely from a subfund (the "Theisen Real Estate L.L.C. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Newton, Jasper County, State of Iowa bearing Jasper County Property Tax Parcel Identification Number 0836152010.

Section 5. The City hereby pledges to the payment of the Agreement the Theisen Real Estate L.L.C. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Theisen Real Estate L.L.C. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Jasper County, Iowa to evidence the continuing pledging of the Theisen Real Estate L.L.C. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved December 6, 2021.

Mayor

Attest:

City Clerk

• • • • •

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the “City”) and Theisen Real Estate L.L.C. (the “Company”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the City has established the East-Mart Economic Development Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Company has proposed to undertake the renovation of an existing building on the Property (“the Project”) for use in the business operations of a Theisen’s retail store; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) and incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project. The Company agrees to undertake the Project on the Property. The Company agrees that the Project will minimally include the improvements (the “Required Improvements”) as set forth on Exhibit B hereto. The Company agrees to construct the Project, including the Required Improvements, in substantial conformance with the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to substantially complete such construction by no later than December 31, 2022.

The Company agrees to use the completed Project in the business operations of a Theisen’s retail store throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

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

2. **Ownership of Property; Use of Project; Company's Annual Report.** The Company agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 15th during the Term (as hereinafter defined) commencing October 15, 2023, demonstrating that (i) the Business Operations Requirement is being met; and (ii) the Company owns the Property, including the Project. The Company agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

3. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the improvements to be constructed thereon, at not less than One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Minimum Assessed Valuation") as of January 1, 2023 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

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

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

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth Payment Year	65%
Fifth Payment Year	60%

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D.

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

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

7. Grant Disbursement Request. Upon completion of the Required Improvements, the Company agrees to submit a grant disbursement request (the “Grant Disbursement Request”) to the City. The Grant Disbursement Request shall be accompanied by documentation (the “Costs Documentation”) detailing the costs (the “Improvement Costs”) incurred in completion of the Required Improvements, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Improvement Costs detailed in the Costs Documentation were in fact incurred in the construction of the Required Improvements and that such Improvement Costs are of an amount reasonably to have been expected with respect to such Required Improvements. The Grant Disbursement Request submitted under this Section A.7 shall be in the form attached hereto as Exhibit E.

8. Insurance.

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

- (i) Builder’s risk insurance, written on the so-called “Builder’s Risk—Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called “all risk” form of policy.

- (ii) Comprehensive general liability insurance (including operations, contingent liability, completed operations when substantially completed and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
- (iii) Workers compensation insurance, with statutory coverage limited to employees of the Company.

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

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

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

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

10. Default Provisions.

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

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

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

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

11. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Economic Development Grant. Within thirty (30) days of receipt by the City from the Company of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Grant to the Company in an amount equal to the lesser of (a) the actual Improvement Costs reflected in the Grant Disbursement Request or (b) \$50,000.

2. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$210,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

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

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2023. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2025 and continuing to, and including, June 1, 2029, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

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

Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2029.

4. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2024, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2023) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

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

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2029 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THEISEN REAL ESTATE L.L.C.

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa bearing Jasper County Property Tax Parcel Identification Number 0836152010.

EXHIBIT B
REQUIRED IMPROVEMENTS

- Interior remodel,
- Conversion of lighting to LED whenever possible
- Curb appeal renovations (totaling approximately \$147,000): upgraded exterior electrical package including wall packs, signage, under-canopy lighting, road sign, parking lot light poles; Building tuck-pointing; cleaning or sandblasting east wall and painting all four exterior walls; parking lot repairs; parking lot striping and crack fill; and tree trimming.

EXHIBIT C
MINIMUM ASSESSMENT AGREEMENT

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

Preparer Information: (name, address and phone number)

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

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

Theisen Real Estate L.L.C.

Legal Description:

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2021, by and among the City of Newton, Iowa (the “City”), Theisen Real Estate L.L.C. (the “Property Owner”), and the County Assessor of Jasper County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the East-Mart Economic Development Area in the City; and

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

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2023, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

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

1. Effective January 1, 2023, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be One Million Five Hundred Thousand Dollars (\$1,500,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2023, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review

of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THEISEN REAL ESTATE L.L.C.

By: _____

STATE OF IOWA)
)
JASPER COUNTY) SS:

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

Notary Public

STATE OF IOWA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021 by _____ the _____ of Theisen Real
Estate L.L.C., an Iowa limited liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than One Million Five Hundred Thousand Dollars (\$1,500,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

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

Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

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

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2022):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Third Payment Years	100%
Fourth Payment Year	65%
Fifth Payment Year	60%

EXHIBIT E
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Grant Amount Requested \$_____

Index of Invoices/Statements Attached to substantive request:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Required Improvements.

THEISEN REAL ESTATE L.L.C.

By: _____

Title: _____

Reviewed and accepted by the City of Newton, Iowa this _____ day of _____, 2021.

By: _____
City Administrator

City of Newton Council Report

Item: Ordinance amending and updating the Code of Ordinances, City of Newton, Iowa, Title XI: Business Regulations, Chapter 111, "Peddlers, Solicitors and Transient Merchants."

Summary: Amending Peddlers, Solicitors, & Transient Merchant Code to include Mobile Food Unit (Food Truck) requirements

Financial Impact: None.



Report Number: 21-312

Date: December 06, 2021

Lead Department:
Community Development

Recommendation:
Approval

Proposal: To amend Newton City Code Chapter 111: Peddlers, Solicitors, and Transient Merchants by adding mobile food unit requirements in the City of Newton.

Background: With their growing popularity and presence, the Newton Planning and Zoning Commission was asked to review the regulation of food trucks and make a recommendation to City Council on the matter. Although Chapter 111 of the Newton City Code is not part of the zoning ordinance, food trucks do have an impact at the neighborhood level.

Mobile food units are not specifically regulated by the City of Newton, but they are regulated by the State of Iowa. To remain consistent with state code regulations, the proposed changes and additions to Chapter 111 of the Newton City Code align with the Iowa Code.

Specifically, the proposed ordinance requires the following:

- An application submitted no less than 10 days before event. The application asks for information such as contact info, a plot plan, duration of service, and vehicle info.
- An inspection by the Newton Fire Department.
- That certain locational criteria are met:
 - o Cannot impede access to and from ADA parking stalls.
 - o Not located on residential property, unless part of a City approved special event.
 - o Not located on City of Newton owned property or right-of way, unless part of a City approved special event.
 - o Minimum parking requirements, for the host site and food truck, together, are met.
 - o No more than 3 consecutive days per week at the same location.
 - o No obstruction to City right-of-way, including where a customer queue would be.
 - o Cannot create a safety hazard (such as blocking a fire hydrant).
 - o No free-standing or off-premise signs (signs mounted to the unit allowed).
 - o No discharge of anything into sanitary or storm sewer.
 - o The unit meets National Fire Protection Association (NFPA) guidelines and Iowa Department of Inspections and Appeals requirements.

- o Must be 200 feet away from brick and mortar restaurant, unless written permission is received.

License Fee: The ordinance does not specify an application or license fee. As normal course of business, application fees are not included within adopted ordinances, but rather are adopted by council through resolution. A resolution stipulating a license fee will be placed on the December 20, 2021 council agenda, aligning with the third reading of the ordinance. A suggested annual license fee of \$100.00 would be consistent, but on the low side, with other similar metro communities.

Public Notice of Proposal: In advance of both the Planning and Zoning Commission meeting and the November 15th City Council meeting, public notices were published in the Newton Daily News.

In addition to publication of notice, the following webpage was created: www.newtongov.org/foodtruckinfo. This website featured a webinar, draft ordinance, NFPA guidelines for food trucks, and an embedded form to ask questions.

As of November 9th, the following analytics provide information on the public's interaction with the food truck webpage:

- According to Google Analytics, from November 1 – November 8 the landing page has had over 170 page views and the average time on the page is 3 minutes and 7 seconds.
- The YouTube video has been watched 55 times; 47 of those have been unique viewers and four have watched more than once.
- On November 4, an email went out to 847 recipients. According to MailChimp Analytics, 455 opened the email and 129 clicked links in email.

Community Marketing also pushed out an additional News Flash on Tuesday, November 9th.

Planning and Zoning Recommendation: At their meeting on March 16th, the Planning and Zoning Commission recommended approval of the ordinance amendment, with the guidance that future adoption be delayed until after the 2021 food truck season, so as not to create confusion. That time has come, and the schedule, should council approve all three readings, would result in adoption by January 1, 2022.

Recommendation: Staff recommends approval of the ordinance.



Matt Muckler
City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING AND UPDATING THE CODE OF ORDINANCES,
CITY OF NEWTON, IOWA, TITLE XI: BUSINESS REGULATIONS, CHAPTER
111, "PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS"**

WHEREAS, the established purpose of Chapter 111 is to protect the residents of the city by requiring the registration and licensing of any person engaging in peddling, soliciting or in the business of a transient merchant in the city;

WHEREAS, the city has a vested interest in ensuring safe operations of mobile food units and in confirming compliance with all applicable local, county, state, and federal regulations for health inspections, licensing, safety, and fire code requirements;

WHEREAS, the Planning & Zoning Commission, at their meeting on March 16, 2021, reviewed the amendments to Chapter 111 and unanimously recommended approval of the text amendments with a vote of 6-0;

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 XI: BUSINESS REGULATIONS, Chapter 111 "PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS" is hereby amended by adding or ~~deleting~~ the following:

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Attachment A.

CHAPTER 111: PEDDLERS, SOLICITORS, ~~AND~~ TRANSIENT MERCHANTS, AND MOBILE FOOD UNITS

Section

- 111.01 Purpose
- 111.02 Definitions
- 111.03 License required
- 111.04 License exemptions
- 111.05 License application
- 111.06 Mobile food unit inspection
- 111.07 Mobile food unit standards
- ~~111.06.08~~ Bond required
- ~~111.07.09~~ License fees
- ~~111.08.10~~ License issuance
- ~~111.09.11~~ License display
- ~~111.10.12~~ License not transferable
- ~~111.11.13~~ Time restriction
- ~~111.12.14~~ Unlawful acts and suspension or revocation of license
- ~~111.13.15~~ Notice
- ~~111.14.16~~ Record and determination
- ~~111.15.17~~ Appeal
- ~~111.16.18~~ Effect of revocation
- ~~111.17.19~~ Rebates
- ~~111.18.20~~ Charitable and nonprofit organizations
- ~~111.19.21~~ Pedestrian use of the roadway for the purpose of soliciting charitable contributions or donations

§ 111.01 PURPOSE.

The purpose of this chapter is to protect the residents of the city against fraud and ensure their safety by registering and licensing peddlers, solicitors, transient merchants, and mobile food units. (2011 Code, § 40.0101)

§ 111.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MOBILE FOOD UNIT. Any type of annually licensed food or beverage establishment that is readily movable, which either operates up to three consecutive days at one location or returns to a home base of operation at the end of each day, as defined by Iowa Code Ch. 137F. A mobile food unit VENDOR is a person engaged in the business of selling food or beverages from a mobile food unit.

PEDDLER. Any person carrying goods or merchandise, or offering services, who sells or offers for sale for immediate delivery such goods, services or merchandise from house-to-house, business-to-business, office-to-office or upon the public street.

PUSHCART. A non-self-propelled vehicle food establishment limited to serving non-potentially hazardous foods or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters, as defined by Iowa Code Ch. 137F.

SOLICITOR. Any person who solicits or attempts to solicit from house-to-house, business-to-business, office-to-office, by telephone from a location within the city limits, or upon the public street an order for goods, services, subscriptions or merchandise to be delivered at a future date.

TRANSIENT MERCHANT. Except as provided below, any person, firm or corporation who engages in a temporary or itinerant merchandising business in person or by telephone and, in the course of such a business, hires, leases or occupies any permanent building or permanent structure or part thereof, including a motel or hotel room, within the city limits, for any period of less than 60 days. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as part of or in the name of any local merchant, dealer, trader or auctioneer, shall not exempt any person, firm or corporation from being considered a TRANSIENT MERCHANT. The following

persons are not TRANSIENT MERCHANTS: all persons, firms or corporations who engage in such temporary or itinerant merchandising businesses:

- (1) Outside any permanent building or permanent structure on private or government property with the property owner's written consent;
- (2) Within the common area of any commercial mall with the written consent of the manager of such commercial mall; or
- (3) Within any permanent building or permanent structure owned, leased or controlled by any civic, service, charitable, benevolent or religious organization with the written consent of said organization.

(2011 Code, § 40.0102) (Ord. 2334, passed 5-21-2018)

§ 111.03 LICENSE REQUIRED.

Any person engaging in peddling, soliciting, ~~or~~ in the business of a transient merchant, or in the sale of food or beverage to the public from a temporary or mobile facility in the city without first obtaining a license as herein provided shall be in violation of this chapter. All such activity shall comply with all other local, county, state, or federal regulations, permits, and requirements. Although certain activities may be exempt from the licensing requirements of this chapter, any activity including food service to the public is expected to comply with all other local, county, and state requirements for health inspections, licensing, safety and fire code requirements.

(2011 Code, § 40.0103) (Ord. 2334, passed 5-21-2018) Penalty, see § 10.99

§ 111.04 LICENSE EXEMPTIONS.

The following are excluded from the application of this chapter:

- (A) Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers;
- (B) Route sales. Persons who make regularly scheduled route deliveries;
- (C) Resale or institutional use. Persons customarily calling on businesses or institutions for the purpose of selling products for resale or institutional use;
- (D) Nonprofit organizations. Members of local Boy Scout, Girl Scout, Campfire, 4-H clubs, Future Farmers of America and similar nationally recognized nonprofit organizations, if the sales are to benefit the organization in its recognized operation and programs;
- (E) Door-to-door sales; community improvement or benefit. Persons making door-to-door sales for the purpose of a community improvement or benefit approved by the City Council on behalf of nonprofit, tax-exempt corporations;
- (F) Students. Students representing local schools conducting projects sponsored by organizations recognized by the schools;
- (G) Youth sports organizations. City youth sports associations;
- (H) Religious organizations. Representatives of religious organizations; and
- (I) Political candidates and organizations. Political candidates and representatives of political organizations.
- (J) Catering businesses: "catering" defined by IAC 481-30 as, "the preparation of food for distribution to an individual, business or organization for exclusive service to the individual's, businesses or organization's nonpaying guests, employees or members."
- (K) Pushcarts; with appropriate approval from the Iowa Department of Inspection and Appeals and submittal of emergency contact information. A minimum forty-eight inch (48") open and direct walkway must be maintained for passing pedestrians at all times if the pushcart is located on a public sidewalk.
- (L) Grilling and food preparation activities of brick-and-mortar establishments on the establishments' premises for immediate consumption by patrons or employees.
- (M) Concession stands associated with sports or recreational venues that have been approved as part of a site plan.
- (N) Community events approved by the City.

(2011 Code, § 40.0104) (Ord. 2334, passed 5-21-2018)

§ 111.05 LICENSE APPLICATION.

- (A) PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS: An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall consist of a photocopy of the

applicant's current state sales tax permit and a complete list of the names, permanent home and business addresses, and a copy of a government issued identification card and background check conducted by the Iowa Division of Criminal Investigation for each person or persons engaged in peddling, soliciting or transient merchandising. If the applicant claims to be an entity exempt from collecting state sales tax, but not otherwise exempt under the provisions of this chapter, the application shall consist of a form to be supplied by the City Clerk containing all of the information required on an application for a state sales tax permit and a complete list of the names, permanent home and business addresses, and a copy of a government issued identification card and background check conducted by the Iowa Division of Criminal Investigation for each person or persons engaged in peddling, soliciting or transient merchandising.

- (B) MOBILE FOOD UNITS: A mobile food unit license is an annual license that expires one year from the date of approval and must be renewed prior to the first event after that date. Applications shall be filed with the City Clerk on the form provided by the City. No application request shall be accepted unless it conforms to the requirements of this chapter. This includes a complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fee(s).

Application(s) shall be submitted not less than 10 business days prior to the proposed start date of mobile food unit sales. The City reserves the right to reject any application that is not submitted in a timely manner. The City Clerk, or designee, shall have the discretionary right to accept an application made less than 10 business days prior to the desired start date. Such application shall include the following:

- (1) Full name of the applicant and applicant's contact information including mailing address, phone number, and e-mail address.
- (2) State health inspection certificate including the classification level of the state license.
- (3) Basic plot plan of the proposed location of the mobile food unit.
- (4) Expressed written consent from the property owner to use the property on which the mobile food unit is proposed to operate including access to restrooms. The written consent must be kept in the unit at all times the unit is on a given property.
- (5) Duration of the operation (specific date(s) for the proposed operation)
- (6) Details about the vehicle:
 - a. Make, model, and year of vehicle to be used,
 - b. Overall size of the vehicle; length and width,
 - c. County, state, and license plate number,
 - d. Photograph(s) of the mobile food unit,
 - e. Description of the kitchen and/or cooking facilities, preparation area, and safety features (suppression system, etc.) of the mobile food unit.
- (7) Fire Department signature on application confirming an approved inspection.
- (8) Completed application and appropriate fee(s).

(2011 Code, § 40.0105) (Ord. 2334, passed 5-21-2018)

§ 111.06 MOBILE FOOD UNIT INSPECTION.

Mobile food units may be inspected by the Newton Fire Department prior to operations within the City of Newton. All Class III and IV mobile food units, as classified by the Iowa Department of Inspections and Appeals, shall have an acceptable fire suppression system, as determined by the Newton Fire Department.

- (A) Inspections are required annually and prior to the sale of food or beverages to the public. It shall be the obligation of the mobile food unit vendor or designee to schedule the inspection with the Newton Fire Department and the request shall be submitted at least 48 hours prior to any planned operations.
- (B) The mobile food unit shall be established and ready to serve patrons at the time of inspection.
- (C) Upon completion of the annual inspection, if the Newton Fire Department determines that the mobile food unit passed the inspection, the Fire Chief or designee shall sign the mobile food unit license application and identify any conditions for operation as deemed appropriate as a result of said inspection.
- (D) At its discretion, the Newton Fire Department may accept an inspection report of the mobile food unit from another city's fire inspector to satisfy the annual inspection requirement. Applicant is obligated to contact the Newton Fire Department to verify whether or not another

community's inspection is adequate to fulfill the city of Newton's inspection requirements, to confirm the mobile food unit is compliant with all other applicable requirements, and/or to provide other documents as needed.

§ 111.07 MOBILE FOOD UNIT STANDARDS.

Mobile food units shall follow the Operation Guide established by the Iowa Department of Inspections and Appeals (DIA), as well as the standards outlined by the Food Truck Safety Fact Sheet provided by the National Fire Protection Association (NFPA) before operations may begin.

No mobile food unit may be operated on public property or encroach onto public rights-of-way except as part of a special event approved or authorized by the City of Newton (e.g., ice cream vendors, Farmers' Market, etc.). By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the performance standards listed below, the safety of pedestrians, and access of emergency vehicles to and around the site are maintained.

- (A) All mobile food units must be parked on an off-street, all-weather surface.
 - (1) No mobile food unit shall be parked in or otherwise impede access to and from ADA parking spaces.
 - (2) No mobile food unit shall be allowed to operate on residential properties, except for a special event reviewed and authorized by the City Clerk, or designee.
 - (3) Minimum parking requirements and site circulation shall not be obstructed by the location of mobile food unit(s).
 - (4) No mobile food unit shall be left unattended on any site overnight, unless that property is under the ownership of the operator or the property owner provides written consent for the unit and it is in compliance with all other City code requirements.
 - (5) A mobile food unit shall conduct operations at one location a maximum of three consecutive days per week. Mobile food unit(s) shall return to their home base of operation a minimum of once every three days for thorough cleaning and sanitizing of the facility, disposal of waste water, and general maintenance of the unit.
 - (6) Mobile food unit(s) shall maintain a minimum distance of separation from any structure and any other mobile food unit as established by the National Fire Protection Association and Iowa Department of Inspection of Appeals. The distance shall be measured to the closest building or structure including awnings or canopies, tents, or membrane structures.
 - (7) The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause an obstruction in the public right-of-way including public sidewalks, vehicle travel lanes, parking lot drive aisles, or any other related situation that may create a potential safety hazard.
 - (8) Mobile food unit(s) shall maintain at least two hundred (200) feet of separation from any brick-and-mortar restaurant within the corporate limits of Newton, unless expressed written consent from the owner of said restaurant is submitted accepting closer proximity.
 - (9) All mobile food units shall be located in such a manner so as to not create a safety hazard, such as: restricting emergency access or ingress/egress routes, blocking public sidewalks, obstructing access to fire hydrants or connections, creating a visual impediment for the general public at drive entrances, intersections, pedestrian crossings, etc.
- (B) Signs are limited to those that are attached to the exterior of the mobile food unit and must be mounted flat against the unit and not project more than six (6) inches from the exterior of the unit. No freestanding signs, banners, flags, etc. are allowed. Off-premises signs directing patrons to the mobile food unit are prohibited.
- (C) Mobile food units shall serve patrons who are on foot only; drive-up service to the mobile food unit is prohibited.
- (D) During hours of operation, the mobile food unit vendor shall provide a trash receptacle for use by patrons and shall keep the area around the unit clear of litter and debris at all times.
- (E) All food service operations must be conducted within the mobile food unit. One table and one tent are allowed per mobile food unit if utilized within immediate proximity of the mobile food unit.
- (F) Mobile food units are prohibited from dumping or discharging anything into storm and sanitary sewers. No mobile food unit shall connect to city-owned electrical or water sources without expressed written approval from the City of Newton Public Works Director, or designee.

§ 111.08 BOND REQUIRED.

Before a license under this chapter is issued to a transient merchant, an application shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Iowa Code Ch. 9C.

(Ord. 2334, passed 5-21-2018)

§ 111.07 .09 LICENSE FEES.

Licenses shall be issued with a fee, which is established by resolution.

(2011 Code, § 40.0106) (Ord. 2334, passed 5-21-2018)

§ 111.08 .10 LICENSE ISSUANCE, SURRENDER, WITHDRAWAL, OR MODIFICATION.

If the Clerk finds the application is completed in conformance with § 111.05 of this chapter, a license shall be issued immediately. Any licensee who surrenders his or her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee. Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, or if the applicant has not communicated in writing with the City and made reasonable progress within 30 days from the last written notification from the City to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fee(s) to begin a new review and approval process. A new application and inspection shall be required if a mobile food unit vendor changes the food or beverage being offered during the term of an issued license that would modify the designation of the mobile food unit to a higher state licensing level classification.

(2011 Code, § 40.0107) (Ord. 2334, passed 5-21-2018)

§ 111.09 .11 LICENSE DISPLAY.

Each solicitor or peddler shall, at all times while doing business in the city, keep in his or her possession the license provided for in § 111.08 of this chapter and shall, upon the request of prospective customers, exhibit the license as evidence that he or she has complied with all requirements of this chapter. Each transient merchant shall display publicly his or her license in his or her place of business. Each mobile food unit shall display publicly the license in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart.

(2011 Code, § 40.0108) (Ord. 2334, passed 5-21-2018)

§ 111.10 .12 LICENSE NOT TRANSFERABLE.

Licenses issued under the provisions of this chapter are not transferable in any situation and are to be licensed separately and individually. ~~applicable to the person filing the application.~~

(2011 Code, § 40.0109) (Ord. 2334, passed 5-21-2018)

§ 111.11 .13 TIME RESTRICTION.

All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and between 9:00 a.m. and 1:00 p.m. on Saturday. Sunday sales are prohibited. Mobile food units that operate on any property that is abutting a residential zoning district shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m., unless authorized by the City Clerk's office.

(Ord. 2334, passed 5-21-2018)

§ 111.12 .14 UNLAWFUL ACTS AND SUSPENSION OR REVOCATION OF LICENSE.

(A) Unlawful acts.

(1) Fraudulent representation/harassment. No licensee shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce or threaten any individual to induce a sale.

(2) Prohibited soliciting. No solicitor shall do business or attempt to do business upon any property on which is posted notice that peddling and/or soliciting is prohibited.

(3) Soliciting without a license. Except as otherwise provided, it shall be unlawful to solicit as defined in this chapter without a valid license or permit.

(4) Supervisor or employer. No person supervising or employing another to solicit or conduct transient merchandising or from a mobile food unit as defined in this chapter shall knowingly allow a person under his or her supervision or employment to engage in an unlawful act as defined in this section. Each unlawful act by each employee or supervised person may be charged as a separate offense. There shall be a rebuttable presumption that the supervisor or employer has knowledge of the unlawful acts if a police officer or employee of the City Clerk's office gives notice to the supervisor or employer of the unlawful acts and, subsequently, further unlawful acts are committed by the employee or person supervised.

(B) Suspension or revocation of license. For any of the reasons set both below in this section, the Clerk may suspend any license issued under this chapter:

(1) Fraudulent statements. The licensee has made fraudulent statements in his or her application for the license or in the conduct of the business;

(2) Violation of law. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his or her business in an unlawful manner;

(3) Endangered public welfare, health or safety. The licensee has conducted the business in a manner as to endanger the public welfare, safety order or morals; or

(4) Multiple complaints. The Clerk has received and investigated three or more founded written complaints during the licensed period from residents of the city who are dissatisfied with the manner in which the licensee is conducting business.

(Ord. 2334, passed 5-21-2018)

~~§ 111.13~~ § 111.15 NOTICE.

The Clerk shall immediately serve notice to the licensee either in person or by regular mail to the licensee's local address of the license suspension and of the hearing of the possible revocation of license, as set forth in § 111.15. The notice shall contain particulars of the complaints against the licensee, the ordinance provisions or state statutes allegedly violated, and the date, time and place for the hearing on the matter.

(Ord. 2334, passed 5-21-2018)

~~§ 111.14~~ § 111.16 RECORD AND DETERMINATION.

The Police Chief or designee shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Police Chief finds clear and convincing evidence of substantial violation of this chapter or state law.

(Ord. 2334, passed 5-21-2018)

~~§ 111.15~~ § 111.17 APPEAL.

(A) If the Police Chief or designee revokes or refuses to issue a license, the Police Chief or designee shall make a part of the record the reasons therefor.

(B) The licensee, or the applicant, shall have a right to a hearing before the City Administrator.

(C) The City Administrator may reverse, modify or affirm the decision of the Police Chief and the Police Chief shall carry out the decision of the City Administrator.

(Ord. 2334, passed 5-21-2018)

~~§ 111.16~~ § 111.18 EFFECT OF REVOCATION.

Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

(Ord. 2334, passed 5-21-2018)

~~§ 111.17~~ § 111.19 REBATES.

No rebates of fees paid shall be given.

(Ord. 2334, passed 5-21-2018)

~~§ 111.18~~ § 111.20 CHARITABLE AND NONPROFIT ORGANIZATIONS.

(A) Authorized representatives of charitable organizations exempt from federal taxation and/or nonprofit organizations, including those organizations operating under the provisions of Iowa Code Ch. 504 and/or are exempt from taxation under § 501 (c)(3) of the United States Internal Revenue Code,

shall be subject to the requirements of this chapter except that they shall not be required to submit permit fees, nor provide a bond, nor shall they be required to submit an application under § 111.05. In lieu of this application, all organizations shall be ~~required~~ required to submit in writing to the City Clerk the following information:

- (1) Name of organization;
- (2) Federal identification number;
- (3) A description of the proposed activity, including use for any money solicited;
- (4) Period during which activities will take place;
- (5) Whether any commissions, fees or wages are to be charged by the solicitor for his or her efforts and the amount thereof;
- (6) Names and addresses of officers and directors of the organization; and
- (7) Names and addresses of all people who will be soliciting or distributing in the name of the organization.

(B) If the Clerk finds the organization is a bona fide charity or nonprofit organization entitled to an exemption under this section and if the Clerk finds that all ~~required~~ required information has been submitted in writing, then the Clerk shall issue a license free of charge. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the City Administrator, as provided in § 111.15.

(Ord. 2334, passed 5-21-2018)

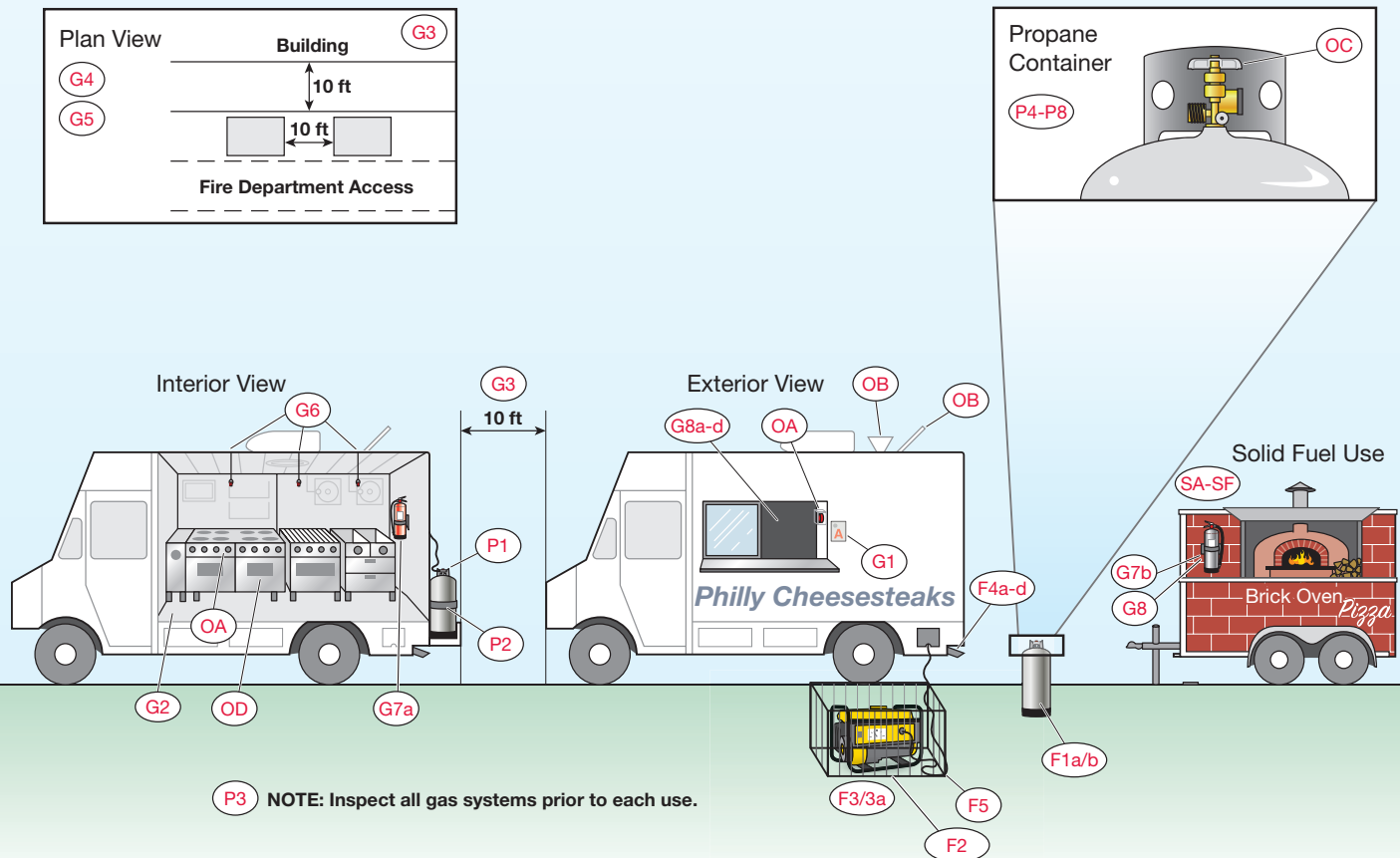
~~§ 111.19~~ § 111.21 PEDESTRIAN USE OF THE ROADWAY FOR THE PURPOSE OF SOLICITING CHARITABLE CONTRIBUTIONS OR DONATIONS.

No person shall stand in a roadway, including the roadway medians, curbs, traffic islands, shoulders and crosswalks, for the purpose of soliciting charitable contributions or donations from the driver or occupant(s) of any vehicle, without first receiving permission from the City Council and meeting the administrative guidelines specified and available upon request from the City Clerk.

(Ord. 2334, passed 5-21-2018)



FOOD TRUCK SAFETY



NFPA code references are provided at the end of each item. The red keys correspond to the NFPA food truck safety diagram. For more detailed information, see NFPA 1 and Annex B in NFPA 96.

General Safety Checklist

- ☐ Obtain license or permits from the local authorities. [1:1.12.8(a)] **G1**
- ☐ Ensure there is no public seating within the mobile food truck. [1:50.7.1.6.3] **G2**
- ☐ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials. [96:7.8.2; 96:7.8.3 for carnivals only] **G3**
- ☐ Verify fire department vehicular access is provided for fire lanes and access roads. [1:18.2.4] **G4**
- ☐ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. [1:13.1.3; 1:13.1.4; 1:13.1.5] **G5**
- ☐ Check that appliances using combustible media are protected by an approved fire extinguishing system. [96:10.1.2] **G6**
- ☐ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9.3] **G7a**
- ☐ Where solid fuel cooking appliance produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:14.7.1] **G7b**
- ☐ Ensure that workers are trained in the following: [96:B.15.1] **G8**
 - ☐ Proper use of portable fire extinguishers and extinguishing systems [10:1.2] **G8a**
 - ☐ Proper method of shutting off fuel sources [96:10.4.1] **G8b**
 - ☐ Proper procedure for notifying the local fire department [1:10.14.9 for carnivals only] **G8c**
 - ☐ Proper procedure for how to perform simple leak test on gas connections [58:6.16, 58:6.17] **G8d**



FOOD TRUCK SAFETY *CONTINUED*

Fuel & Power Sources Checklist

- ❑ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [1:10.14.10.1 for carnivals only] **F1a**
- ❑ Ensure that refueling is conducted only during non-operating hours. [96:B.18.3] **F1b**
- ❑ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:B.16.2.2] **F2**
- ❑ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. [1:11.7.2.1.2] **F3**
- ❑ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. **F3a**
- ❑ Make sure that exhaust from engine-driven source of power complies with the following: **F4**
 - ❑ At least 10 ft in all directions from openings and air intakes [96:B.13] **F4a**
 - ❑ At least 10 ft from every means of egress [96:B.13] **F4b**
 - ❑ Directed away from all buildings [1:11.7.2.2] **F4c**
 - ❑ Directed away from all other cooking vehicles and operations [1:11.7.2.2] **F4d**
- ❑ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70® [96:B.18] **F5**

Propane System Integrity Checklist

- ❑ Check that the main shutoff valve on all gas containers is readily accessible. [58:6.26.4.1(3)] **P1**
- ❑ Ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4] **P2**
- ❑ Inspect gas systems prior to each use. [96:B.19.2.3] **P3**
- ❑ Perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17] **P4**
- ❑ Perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17] **P5**
- ❑ Document leak testing and make documentation available for review by the authorized official. [58:6.26.5.1(M)] **P6**
- ❑ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)] **P7**
- ❑ Where a gas detection system is installed, ensure that it has been tested in accordance with the manufacturer's instructions. [96:B.19.2.1] **P8**

Operational Safety Checklist

- ❑ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) **OA**
- ❑ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. [96:14.2.2; 96:14.2.3] **OB**
- ❑ Close gas supply piping valves and gas container valves when equipment is not in use. [58:6.26.8.3] **OC**
- ❑ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:11.4] **OD**

Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)

- ❑ Fuel is not stored above any heat-producing appliance or vent. [96:14.9.2.2] **SA**
- ❑ Fuel is not stored closer than 3 ft to any cooking appliance. [96:14.9.2.2] **SB**
- ❑ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:14.9.2.7] **SC**
- ❑ Fuel is not stored in the path of the ash removal or near removed ashes. [96:14.9.2.4] **SD**
- ❑ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:14.9.3.6.1] **SE**
- ❑ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container located at least 3 ft from any cooking appliance. [96:14.9.3.8] **SF**

NFPA RESOURCES

NFPA 1, *Fire Code*, 2018 Edition

NFPA 1 *Fire Code Handbook*, 2018 Edition

NFPA 58, *Liquefied Petroleum Gas Code*, 2017 Edition

LP-Gas Code Handbook, 2017 Edition

NFPA 70®, *National Electrical Code*®, 2017 Edition

National Electrical Code® *Handbook*, 2017 Edition

NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2017 Edition

NFPA 96: *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook*, 2017 Edition

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NOTE: This information is provided to help advance safety of mobile and temporary cooking operations. It is not intended to be a comprehensive list of requirements for mobile and temporary cooking operations. Check with the local jurisdiction for specific requirements. This safety sheet does not represent the official position of the NFPA or its Technical Committees. The NFPA disclaims liability for any personal injury, property, or other damages of any nature whatsoever resulting from the use of this information. For more information, go to nfpa.org/foodtrucksafety.

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DRAFT AMENDMENTS TO MOBILE FOOD UNIT ORDINANCE

To amend the proposed Mobile Food Unit Code Language for Chapter 111 of Newton City Code as follows:

- 1.) Striking all proposed language in 111.04(N):

~~(N) Community events approved by the City.~~

- 2.) Replacing all references to “10 business days” with “5 business days” in Section 111.06 (B).

- 3.) Striking proposed language in Section 111.05(B)(3) and (4) and (5) and renumbering the sections that immediately following:

~~(3) Basic plot plan of the proposed location of the mobile food unit.~~

~~(4) Expressed written consent from the property owner to use the property on which the mobile food unit is proposed to operate including access to restrooms. The written consent must be kept in the unit at all times the unit is on a given property.~~

~~(5) Duration of the operation (specific date(s) for the proposed operation)~~

- 4.) Adding the word “license” to 111.05(B) as follows:

111.05(B) MOBILE FOOD UNIT LICENSE.

- 5.) Adding new language to Section 111.05 as follows:

111.05(C) MOBILE FOOD UNIT PREMISE PERMIT. A premise permit held by a property owner of commercially or industrially zoned property to host a mobile food vendor expires one year from the date of approval and must be renewed prior to the first event at the host site after that expiration date. Applications shall be made no less than 5 business days prior to desired start date. A premise permit application shall include the following:

(1) Property Owner/Leaseholder Name.

(2) Property Owner/Leaseholder mailing address, phone number, and email address.

(3) Location map of designated parking area for mobile food vendor vehicles and temporary accessory uses such as signage, picnic tables, and the like. The designated location shall comply with requirements found in Section 111.07(A) of this Chapter.

6.) Amend 111.07(A)(4) and (5) as follows:

Striking 111.07(A)(4) in its entirety and renumbering sections that follow:

~~(4) No mobile food unit shall be left unattended on any site overnight, unless that property is under ownership of the operator or the property owner provides written consent for the unit and it is in compliance with all other City Code requirements.~~

AND

~~(5) A mobile food unit shall conduct operations at one location a maximum of three consecutive days per week. Mobile food unit(s) shall return to their home base of operation a minimum of once every three days for thorough cleaning and sanitizing of the facility, disposal of waste water, and general maintenance of the unit.~~

7.) Striking all proposed language in Section 111.07(A)(8):

~~Mobile food unit(s) shall maintain at least two hundred (200) feet of separation from any brick and mortar restaurant within the corporate limits of Newton, unless expressed written consent from the owner of said restaurant is submitted accepting closer proximity.~~

AND

Replacing Section 111.07(A)(8) as follows:

Mobile food unit(s) shall operate in the location designated by the current Premise Permit obtained by the property owner from the City of Newton.

8.) Amend 111.07(B) as follows (strikethrough to delete and underline as new language):

11.07(B) Signs are limited ~~to~~ as follows:

(1) One free standing, portable sign not exceeding 15 square feet in size per each side provided that it remains located on the premise that the food truck is operating and does not create a safety hazard or block ADA accessibility, and

(2) Those that are attached to the exterior of the mobile food unit and must be mounted flat against the unit and not project more than six (6) inches from the exterior of the unit.

(3) No additional freestanding signs, banners, flags, inflatables, or other similar free-standing obstructions etc. are allowed.

CHAPTER 111: PEDDLERS, SOLICITORS, ~~AND~~ TRANSIENT MERCHANTS, AND MOBILE FOOD UNITS

Section

- 111.01 Purpose
- 111.02 Definitions
- 111.03 License required
- 111.04 License exemptions
- 111.05 License application
- 111.06 Mobile food unit inspection
- 111.07 Mobile food unit standards
- ~~111.06.08~~ Bond required
- ~~111.07.09~~ License fees
- ~~111.08.10~~ License issuance
- ~~111.09.11~~ License display
- ~~111.10.12~~ License not transferable
- ~~111.11.13~~ Time restriction
- ~~111.12.14~~ Unlawful acts and suspension or revocation of license
- ~~111.13.15~~ Notice
- ~~111.14.16~~ Record and determination
- ~~111.15.17~~ Appeal
- ~~111.16.18~~ Effect of revocation
- ~~111.17.19~~ Rebates
- ~~111.18.20~~ Charitable and nonprofit organizations
- ~~111.19.21~~ Pedestrian use of the roadway for the purpose of soliciting charitable contributions or donations

§ 111.01 PURPOSE.

The purpose of this chapter is to protect the residents of the city against fraud and ensure their safety by registering and licensing peddlers, solicitors, transient merchants, and mobile food units. (2011 Code, § 40.0101)

§ 111.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MOBILE FOOD UNIT. Any type of annually licensed food or beverage establishment that is readily movable, which either operates up to three consecutive days at one location or returns to a home base of operation at the end of each day, as defined by Iowa Code Ch. 137F. A mobile food unit VENDOR is a person engaged in the business of selling food or beverages from a mobile food unit.

PEDDLER. Any person carrying goods or merchandise, or offering services, who sells or offers for sale for immediate delivery such goods, services or merchandise from house-to-house, business-to-business, office-to-office or upon the public street.

PUSHCART. A non-self-propelled vehicle food establishment limited to serving non-potentially hazardous foods or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters, as defined by Iowa Code Ch. 137F.

SOLICITOR. Any person who solicits or attempts to solicit from house-to-house, business-to-business, office-to-office, by telephone from a location within the city limits, or upon the public street an order for goods, services, subscriptions or merchandise to be delivered at a future date.

TRANSIENT MERCHANT. Except as provided below, any person, firm or corporation who engages in a temporary or itinerant merchandising business in person or by telephone and, in the course of such a business, hires, leases or occupies any permanent building or permanent structure or part thereof, including a motel or hotel room, within the city limits, for any period of less than 60 days. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as part of or in the name of any local merchant, dealer, trader or auctioneer, shall not exempt any person, firm or corporation from being considered a TRANSIENT MERCHANT. The following persons are not TRANSIENT MERCHANTS: all persons, firms or corporations who engage in such temporary or itinerant merchandising businesses:

(1) Outside any permanent building or permanent structure on private or government property with the property owner's written consent;

(2) Within the common area of any commercial mall with the written consent of the manager of such commercial mall; or

(3) Within any permanent building or permanent structure owned, leased or controlled by any civic, service, charitable, benevolent or religious organization with the written consent of said organization.

(2011 Code, § 40.0102) (Ord. 2334, passed 5-21-2018)

§ 111.03 LICENSE REQUIRED.

Any person engaging in peddling, soliciting, ~~or~~ in the business of a transient merchant, or in the sale of food or beverage to the public from a temporary or mobile facility in the city without first obtaining a license as herein provided shall be in violation of this chapter. All such activity shall comply with all other local, county, state, or federal regulations, permits, and requirements. Although certain activities may be exempt from the licensing requirements of this chapter, any activity including food service to the public is expected to comply with all other local, county, and state requirements for health inspections, licensing, safety and fire code requirements.

(2011 Code, § 40.0103) (Ord. 2334, passed 5-21-2018) Penalty, see § 10.99

§ 111.04 LICENSE EXEMPTIONS.

The following are excluded from the application of this chapter:

(A) Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers;

(B) Route sales. Persons who make regularly scheduled route deliveries;

(C) Resale or institutional use. Persons customarily calling on businesses or institutions for the purpose of selling products for resale or institutional use;

(D) Nonprofit organizations. Members of local Boy Scout, Girl Scout, Campfire, 4-H clubs, Future Farmers of America and similar nationally recognized nonprofit organizations, if the sales are to benefit the organization in its recognized operation and programs;

(E) Door-to-door sales; community improvement or benefit. Persons making door-to-door sales for the purpose of a community improvement or benefit approved by the City Council on behalf of nonprofit, tax-exempt corporations;

(F) Students. Students representing local schools conducting projects sponsored by organizations recognized by the schools;

(G) Youth sports organizations. City youth sports associations;

(H) Religious organizations. Representatives of religious organizations; and

(I) Political candidates and organizations. Political candidates and representatives of political organizations.

(J) Catering businesses: "catering" defined by IAC 481-30 as, "the preparation of food for distribution to an individual, business or organization for exclusive service to the individual's, businesses or organization's nonpaying guests, employees or members."

(K) Pushcarts; with appropriate approval from the Iowa Department of Inspection and Appeals and submittal of emergency contact information. A minimum forty-eight inch (48") open and direct walkway must be maintained for passing pedestrians at all times if the pushcart is located on a public sidewalk.

(L) Grilling and food preparation activities of brick-and-mortar establishments on the establishments' premises for immediate consumption by patrons or employees.

(M) Concession stands associated with sports or recreational venues that have been approved as part of a site plan.

(2011 Code, § 40.0104) (Ord. 2334, passed 5-21-2018)

§ 111.05 LICENSE APPLICATION.

(A) PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS: An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall consist of a photocopy of the applicant's current state sales tax permit and a complete list of the names, permanent home and business addresses, and a copy of a government issued identification card and background check conducted by the Iowa Division of Criminal Investigation for each person or persons engaged in

peddling, soliciting or transient merchandising. If the applicant claims to be an entity exempt from collecting state sales tax, but not otherwise exempt under the provisions of this chapter, the application shall consist of a form to be supplied by the City Clerk containing all of the information required on an application for a state sales tax permit and a complete list of the names, permanent home and business addresses, and a copy of a government issued identification card and background check conducted by the Iowa Division of Criminal Investigation for each person or persons engaged in peddling, soliciting or transient merchandising.

- (B) MOBILE FOOD UNIT LICENSE: A mobile food unit license is an annual license that expires one year from the date of approval and must be renewed prior to the first event after that date. Applications shall be filed with the City Clerk on the form provided by the City. No application request shall be accepted unless it conforms to the requirements of this chapter. This includes a complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fee(s).

Application(s) shall be submitted not less than 5 business days prior to the proposed start date of mobile food unit sales. The City reserves the right to reject any application that is not submitted in a timely manner. The City Clerk, or designee, shall have the discretionary right to accept an application made less than 5 business days prior to the desired start date. Such application shall include the following:

- (1) Full name of the applicant and applicant's contact information including mailing address, phone number, and e-mail address.
- (2) State health inspection certificate including the classification level of the state license.
- (3) Details about the vehicle:
 - a. Make, model, and year of vehicle to be used,
 - b. Overall size of the vehicle; length and width,
 - c. County, state, and license plate number,
 - d. Photograph(s) of the mobile food unit,
 - e. Description of the kitchen and/or cooking facilities, preparation area, and safety features (suppression system, etc.) of the mobile food unit.
- (4) Fire Department signature on application confirming an approved inspection.
- (5) Completed application and appropriate fee(s).

- (C) 111.05(C) MOBILE FOOD UNIT PREMISE PERMIT. A premise permit held by a property owner of commercially or industrially zoned property to host a mobile food vendor expires one year from the date of approval and must be renewed prior to the first event at the host site after that expiration date. Applications shall be made no less than 5 business days prior to desired start date. A premise permit application shall include the following:

- (1) Property Owner/Leaseholder Name.
- (2) Property Owner/Leaseholder mailing address, phone number, and email address.
- (3) Location map of designated parking area for mobile food vendor vehicles and temporary accessory uses such as signage, picnic tables, and the like. The designated location shall comply with requirements found in Section 111.07(A) of this Chapter.

(2011 Code, § 40.0105) (Ord. 2334, passed 5-21-2018)

§ 111.06 MOBILE FOOD UNIT INSPECTION.

Mobile food units may be inspected by the Newton Fire Department prior to operations within the City of Newton. All Class III and IV mobile food units, as classified by the Iowa Department of Inspections and Appeals, shall have an acceptable fire suppression system, as determined by the Newton Fire Department.

- (A) Inspections are required annually and prior to the sale of food or beverages to the public. It shall be the obligation of the mobile food unit vendor or designee to schedule the inspection with the Newton Fire Department and the request shall be submitted at least 48 hours prior to any planned operations.
- (B) The mobile food unit shall be established and ready to serve patrons at the time of inspection.
- (C) Upon completion of the annual inspection, if the Newton Fire Department determines that the mobile food unit passed the inspection, the Fire Chief or designee shall sign the mobile food unit

license application and identify any conditions for operation as deemed appropriate as a result of said inspection.

- (D) At its discretion, the Newton Fire Department may accept an inspection report of the mobile food unit from another city's fire inspector to satisfy the annual inspection requirement. Applicant is obligated to contact the Newton Fire Department to verify whether or not another community's inspection is adequate to fulfill the city of Newton's inspection requirements, to confirm the mobile food unit is compliant with all other applicable requirements, and/or to provide other documents as needed.

§ 111.07 MOBILE FOOD UNIT STANDARDS.

Mobile food units shall follow the Operation Guide established by the Iowa Department of Inspections and Appeals (DIA), as well as the standards outlined by the Food Truck Safety Fact Sheet provided by the National Fire Protection Association (NFPA) before operations may begin.

No mobile food unit may be operated on public property or encroach onto public rights-of-way except as part of a special event approved or authorized by the City of Newton (e.g., ice cream vendors, Farmers' Market, etc.). By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the performance standards listed below, the safety of pedestrians, and access of emergency vehicles to and around the site are maintained.

- (A) All mobile food units must be parked on an off-street, all-weather surface.
- (1) No mobile food unit shall be parked in or otherwise impede access to and from ADA parking spaces.
 - (2) No mobile food unit shall be allowed to operate on residential properties, except for a special event reviewed and authorized by the City Clerk, or designee.
 - (3) Minimum parking requirements and site circulation shall not be obstructed by the location of mobile food unit(s).
 - (4) A mobile food unit shall conduct operations at one location a maximum of three consecutive days per week.
 - (5) Mobile food unit(s) shall maintain a minimum distance of separation from any structure and any other mobile food unit as established by the National Fire Protection Association and Iowa Department of Inspection of Appeals. The distance shall be measured to the closest building or structure including awnings or canopies, tents, or membrane structures.
 - (6) The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause an obstruction in the public right-of-way including public sidewalks, vehicle travel lanes, parking lot drive aisles, or any other related situation that may create a potential safety hazard.
 - (7) Mobile food unit(s) shall maintain at least two hundred (200) feet of separation from any brick-and-mortar restaurant within the corporate limits of Newton, unless expressed written consent from the owner of said restaurant is submitted accepting closer proximity.
 - (8) Mobile food unit(s) shall operate in the location designated by the current Premise Permit obtained by the property owner from the City of Newton.
- (B) Signs are limited as follows:
- (1) One free standing, portable sign not exceeding 15 square feet in size per each side provided that it remains located on the premise that the food truck is operating and does not create a safety hazard or block ADA accessibility.
 - (2) Those that are attached to the exterior of the mobile food unit and must be mounted flat against the unit and not project more than six (6) inches from the exterior of the unit.
 - (3) No additional freestanding banners, flags, inflatables, or other similar free-standing obstructions are allowed.
- (C) Mobile food units shall serve patrons who are on foot only; drive-up service to the mobile food unit is prohibited.
- (D) During hours of operation, the mobile food unit vendor shall provide a trash receptacle for use by patrons and shall keep the area around the unit clear of litter and debris at all times.

- (E) All food service operations must be conducted within the mobile food unit. One table and one tent are allowed per mobile food unit if utilized within immediate proximity of the mobile food unit.
- (F) Mobile food units are prohibited from dumping or discharging anything into storm and sanitary sewers. No mobile food unit shall connect to city-owned electrical or water sources without expressed written approval from the City of Newton Public Works Director, or designee.

§ 111.08 BOND REQUIRED.

Before a license under this chapter is issued to a transient merchant, an application shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Iowa Code Ch. 9C.

(Ord. 2334, passed 5-21-2018)

§ 111.07 .09 LICENSE FEES.

Licenses shall be issued with a fee, which is established by resolution.

(2011 Code, § 40.0106) (Ord. 2334, passed 5-21-2018)

§ 111.08 .10 LICENSE ISSUANCE, SURRENDER, WITHDRAWAL, OR MODIFICATION.

If the Clerk finds the application is completed in conformance with § 111.05 of this chapter, a license shall be issued immediately. Any licensee who surrenders his or her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee. Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, or if the applicant has not communicated in writing with the City and made reasonable progress within 30 days from the last written notification from the City to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fee(s) to begin a new review and approval process. A new application and inspection shall be required if a mobile food unit vendor changes the food or beverage being offered during the term of an issued license that would modify the designation of the mobile food unit to a higher state licensing level classification.

(2011 Code, § 40.0107) (Ord. 2334, passed 5-21-2018)

§ 111.09 .11 LICENSE DISPLAY.

Each solicitor or peddler shall, at all times while doing business in the city, keep in his or her possession the license provided for in § 111.08 of this chapter and shall, upon the request of prospective customers, exhibit the license as evidence that he or she has complied with all requirements of this chapter. Each transient merchant shall display publicly his or her license in his or her place of business. Each mobile food unit shall display publicly the license in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart.

(2011 Code, § 40.0108) (Ord. 2334, passed 5-21-2018)

§ 111.10 .12 LICENSE NOT TRANSFERABLE.

Licenses issued under the provisions of this chapter are not transferable in any situation and are to be licensed separately and individually. applicable to the person filing the application.

(2011 Code, § 40.0109) (Ord. 2334, passed 5-21-2018)

§ 111.11 .13 TIME RESTRICTION.

All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and between 9:00 a.m. and 1:00 p.m. on Saturday. Sunday sales are prohibited. Mobile food units that operate on any property that is abutting a residential zoning district shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m., unless authorized by the City Clerk's office.

(Ord. 2334, passed 5-21-2018)

§ 111.12 .14 UNLAWFUL ACTS AND SUSPENSION OR REVOCATION OF LICENSE.

(A) Unlawful acts.

(1) Fraudulent representation/harassment. No licensee shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any

unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce or threaten any individual to induce a sale.

(2) Prohibited soliciting. No solicitor shall do business or attempt to do business upon any property on which is posted notice that peddling and/or soliciting is prohibited.

(3) Soliciting without a license. Except as otherwise provided, it shall be unlawful to solicit as defined in this chapter without a valid license or permit.

(4) Supervisor or employer. No person supervising or employing another to solicit or conduct transient merchandising or from a mobile food unit as defined in this chapter shall knowingly allow a person under his or her supervision or employment to engage in an unlawful act as defined in this section. Each unlawful act by each employee or supervised person may be charged as a separate offense. There shall be a rebuttable presumption that the supervisor or employer has knowledge of the unlawful acts if a police officer or employee of the City Clerk's office gives notice to the supervisor or employer of the unlawful acts and, subsequently, further unlawful acts are committed by the employee or person supervised.

(B) Suspension or revocation of license. For any of the reasons set both below in this section, the Clerk may suspend any license issued under this chapter:

(1) Fraudulent statements. The licensee has made fraudulent statements in his or her application for the license or in the conduct of the business;

(2) Violation of law. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his or her business in an unlawful manner;

(3) Endangered public welfare, health or safety. The licensee has conducted the business in a manner as to endanger the public welfare, safety order or morals; or

(4) Multiple complaints. The Clerk has received and investigated three or more founded written complaints during the licensed period from residents of the city who are dissatisfied with the manner in which the licensee is conducting business.

(Ord. 2334, passed 5-21-2018)

~~§ 111.13~~ .15 NOTICE.

The Clerk shall immediately serve notice to the licensee either in person or by regular mail to the licensee's local address of the license suspension and of the hearing of the possible revocation of license, as set forth in § 111.15. The notice shall contain particulars of the complaints against the licensee, the ordinance provisions or state statutes allegedly violated, and the date, time and place for the hearing on the matter.

(Ord. 2334, passed 5-21-2018)

~~§ 111.14~~ .16 RECORD AND DETERMINATION.

The Police Chief or designee shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Police Chief finds clear and convincing evidence of substantial violation of this chapter or state law.

(Ord. 2334, passed 5-21-2018)

~~§ 111.15~~ .17 APPEAL.

(A) If the Police Chief or designee revokes or refuses to issue a license, the Police Chief or designee shall make a part of the record the reasons therefor.

(B) The licensee, or the applicant, shall have a right to a hearing before the City Administrator.

(C) The City Administrator may reverse, modify or affirm the decision of the Police Chief and the Police Chief shall carry out the decision of the City Administrator.

(Ord. 2334, passed 5-21-2018)

~~§ 111.16~~ .18 EFFECT OF REVOCATION.

Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

(Ord. 2334, passed 5-21-2018)

~~§ 111.17~~ .19 REBATES.

No rebates of fees paid shall be given.

(Ord. 2334, passed 5-21-2018)

§ 111.~~18~~ 20 CHARITABLE AND NONPROFIT ORGANIZATIONS.

(A) Authorized representatives of charitable organizations exempt from federal taxation and/or nonprofit organizations, including those organizations operating under the provisions of Iowa Code Ch. 504 and/or are exempt from taxation under § 501 (c)(3) of the United States Internal Revenue Code, shall be subject to the requirements of this chapter except that they shall not be required to submit permit fees, nor provide a bond, nor shall they be required to submit an application under § 111.05. In lieu of this application, all organizations shall be ~~required~~ required to submit in writing to the City Clerk the following information:

- (1) Name of organization;
- (2) Federal identification number;
- (3) A description of the proposed activity, including use for any money solicited;
- (4) Period during which activities will take place;
- (5) Whether any commissions, fees or wages are to be charged by the solicitor for his or her efforts and the amount thereof;
- (6) Names and addresses of officers and directors of the organization; and
- (7) Names and addresses of all people who will be soliciting or distributing in the name of the organization.

(B) If the Clerk finds the organization is a bona fide charity or nonprofit organization entitled to an exemption under this section and if the Clerk finds that all ~~required~~ required information has been submitted in writing, then the Clerk shall issue a license free of charge. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the City Administrator, as provided in § 111.15.

(Ord. 2334, passed 5-21-2018)

§ 111.~~19~~ 21 PEDESTRIAN USE OF THE ROADWAY FOR THE PURPOSE OF SOLICITING CHARITABLE CONTRIBUTIONS OR DONATIONS.

No person shall stand in a roadway, including the roadway medians, curbs, traffic islands, shoulders and crosswalks, for the purpose of soliciting charitable contributions or donations from the driver or occupant(s) of any vehicle, without first receiving permission from the City Council and meeting the administrative guidelines specified and available upon request from the City Clerk.

(Ord. 2334, passed 5-21-2018)



MOBILE FOOD UNIT LICENSE APPLICATION

Application Fee: _____

_____ **NEW APPLICATION**

_____ **RENEWAL APPLICATION**

Mobile Food Unit Name: _____

Description of Items to be Sold:

Description of the Mobile Food Unit:

	Vehicle Make/Model/Year:
	Length & Width of Vehicle:
	County, State, License Plate Number:

Owner/Operator Name: _____

Owner/Operator Mailing Address: _____

City: _____ State: _____ Zip: _____

Owner/Operator Email: _____

Owner/Operator Phone: _____

REQUIRED ATTACHMENTS:

- Photograph of the mobile food unit
- Copy of State of Iowa Mobile Food Unit License from the Department of Inspections & Appeals

PLEASE READ AND INITIAL EACH OF THE FOLLOWING STATEMENTS:

_____ I understand all applicable health standards and licensing as required by the State, County or Local Municipality should be met. Copies of all licenses should be provided as part of the application.

_____ I understand that I can only park at a property with an active premise permit issued by the City of Newton.

_____ I understand that all mobile food units must be parked on an off-street, all-weather surface and the mobile food unit should not impede access to and from ADA parking spaces.

_____ I understand that the mobile food unit must not create a safety hazard; it should be not block drive approaches or fire lanes, public sidewalks, fire hydrants or cause obstruction in the public right-of-way.

_____ I understand that I am allowed one sign, and it must be located on premise. Off premise directional signage to the mobile food unit is not allowed.

_____ I understand that the mobile food unit can only conduct operations at one location for a maximum of three consecutive days per week.

_____ I understand that it is my responsibility to contact the Newton Fire Department to schedule an inspection as a requirement to obtain a Mobile Food Unit License. Newton Fire Department can be contacted at: 641-792-3347.

I hereby acknowledge that I have read this application and state the above information is correct and accurate and agree to comply with all City Ordinances and State Laws regulating this activity.

Printed Name: _____

Applicant Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

City Clerk
Approved/Denied: _____ Date: _____ Staff: _____

Fire Department
Approved/Denied: _____ Date: _____ Staff: _____

RECEIPT INFORMATION

Date	Receipt #	Amount Received	Cash/Check/Charge
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PREMISE PERMIT
APPLICATION TO HOST A TRANSIENT
MERCHANT/MOBILE VENDOR

Application Fee: _____

_____ **NEW APPLICATION**

_____ **RENEWAL APPLICATION**

Property Owner/Leaseholder Name: _____

Property Owner/Leaseholder **Mailing Address:** _____

City: _____ State: _____ Zip: _____

Email: _____

Property Owner/Lease Holder Daytime Phone Number: _____

Property Address Where **Vendor Will Locate:** _____

City: _____ State: _____ Zip: _____

Preferred Location on Property/Parcel Where Vendor Will Locate:

PLEASE ATTACH A MAP OF THE PROPERTY SHOWING WHERE VENDORS WILL BE SET UP.

PLEASE READ AND INITIAL EACH OF THE FOLLOWING STATEMENTS:

_____ I understand that the Vendor must always set up in the designated location(s) on my property.

_____ I understand that the Vendor must locate on a paved surface and be accessed by a paved driveway from a public right-of-way.

_____ I understand that the Vendor must locate outside of drive approaches or fire lanes.

_____ I understand that I may only allow Vendors who have a valid Mobile Food Vendor License issued by the City to sell on the premises.

_____ I understand that I may not allow the Vendor to operate in a manner that violates the Noise Control Ordinance.

_____ I understand that it is my responsibility to reapply prior to the expiration of my current permit.

I hereby certify that I am the Owner/Leaseholder of the property identified above, and I agree to allow use of a portion of my property by a Transient Merchant/Mobile Food Vendor for display/sales stand for retail merchandise or food sales. All necessary licenses and permits will be obtained by the Transient Merchants/Mobile Vendors from the proper local authorities. I hereby certify that the above statements are true and correct, to the best of my knowledge.

Printed Name: _____

Applicant Signature: _____ Date: _____

FOR OFFICE USE ONLY

City Clerk
Approved/Denied: _____ Date: _____ Staff: _____

Fire Department
Approved/Denied: _____ Date: _____ Staff: _____

Community
Development
Approved/Denied: _____ Date: _____ Staff: _____

Zoning Designation of Parcel: _____ Site Plan Attached: _____

RECEIPT INFORMATION

Date	Receipt #	Amount Received	Cash/Check/Charge
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City of Newton
101 W 4th Street South
Newton, IA 50208
Phone – 641-792-2787
Website – www.newtongov.org

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 1200-1400 blocks of S 6th Ave E

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

Financial Impact: None

Report Number: 21-252

Date: September 20, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

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

The 1200-1400 blocks of S 6th Ave E is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on south side from E 12th St S – E 15th St S.

Surveys describing the recommended changes were sent to the adjacent property owners along S 6th Ave E. Surveys were returned with six (6) residents agreeing with the recommended changes and six (6) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the south side of the 1200-1400 blocks of S 6th Ave E.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 1200-1400 BLOCKS OF SOUTH SIXTH AVENUE EAST.

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

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

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

AVENUES, SOUTHEAST QUADRANT

South Sixth Avenue East.

"No Parking Anytime".

South side from East Fourth Street South east to East Fifth Street South.

South side from East Twelfth Street South east to East Fifteenth Street South.

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

S 6th Ave E

ing to the City of Newton's
the south side of S 6th
to the City of Newton

nges

es

sident at



Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

I propose NO PARKING ON

NORTH SIDE OR

Comments from Resident at

ALTERNATE SIDE

PARKING:

MWF S-South

TTH Sa-NORTH

1311 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

1210 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☐

I oppose the proposed parking changes ☒

Comments from Resident at

There is more cars parked on the
North Side of the Street VS. the South

1220 S 6th Ave E

Rob Burdess

From: Janet Cox
Sent: Monday, August 9, 2021 9:32 AM
To: Amy Baldus
Cc: Rob Burdess
Subject: PARKING LETTERS

Randy Simpson at 1303 S 6th Ave E called regarding parking letter and said to leave it as is

Thanks

Janet R Cox

Administrative Assistant
Newton Police Department
101 W 4th St S
Newton, IA 50208
641-791-0850 Ext 2105
janetc@newtongov.org | www.newtongov.org



Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Please put up signs as well. Thank you.

1409 E 6th Ave S

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1410 S 6th Ave *E*

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1218 S 6th Ave *E*

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

1314 S 6th Ave E

Parking Survey—S 6th Ave E

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the south side of S 6th Ave E in the 1200-1400 blk and return to the City of Newton Police Department by August, 23, 2021

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

Too many cars parked on both sides.

1408 S 6th Ave E

GET TO KNOW **Newton**

August 3, 2021

Newton Resident
1200-1400 blk. S 6th Ave E
600-700 blk. E 15th St S
600-700 blk. E 14th St S
Newton, Iowa 50208

Joyce Guthrie
1225 S. 6th Ave. E.
Newton, IA 50208

RE: **Proposed change in Parking Status:**

1. **No Parking allowed on the south side of S 6th Ave E in the 1200-1400 blk**
2. **No Parking allowed on the west side of E 15th St S in the 600-700 blk**
3. **No Parking allowed on the east side of E 14th St S in the 600-700 blk**

Dear Resident:

The City of Newton received safety concerns from citizens regarding street parking along the section of street described above. This is caused by vehicles being parked on both sides of 25-foot-wide streets, which are not wide enough to safely accommodate parking on both sides of the street and allow for free and safe passage of emergency vehicles, commercial vehicles and other vehicles in the neighborhood.

The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking, as proposed above, in the interest of public safety. As part of the City's assessment of this area, we would like to have input from the neighborhood as it relates to the traffic pattern and the parking concerns outlined above.

We would appreciate your feedback by August 23, 2021. After receipt and consideration of citizen feedback the issue may be brought to the Newton City Council for consideration.

City of Newton
Traffic Safety Committee
101 W 4th St S
Newton, IA 50208
641-791-0850

City of Newton

18 August 2021

Traffic Safety Committee

101 W 4th St S

Newton, IA 50208

RECEIVED

AUG 23 2021

TIME: 10:05 AM
BY: Shawnda *ni*

To whom it may concern:

I live at 1233 S 6th Ave E and I have indeed observed cars parked on both sides of the street making the street only wide enough for a car to pass through, let alone a larger vehicle as a fire truck or ambulance. I agree that there should only be parking on one side of the street for S 6th Ave E and I would support the no parking on the south side of the street.

I also have a neighbor, that lives at 1218 S 6th Ave E, across the street from myself and they always park on the street directly across from the end of my driveway making it very difficult for me to back out of my own driveway. In fact in February 2021 I backed out of my driveway and ran into their car, causing me to make a report to my car insurance company with a \$3K damage to their vehicle.

Could the no parking be on the north side of the street on S 6th Ave E so the above incident won't happen again?

Or may I suggest that if there is to be no parking on the south side of the street, I would like to have a no parking yellow stripe painted on the north side curb directly across from my driveway to prevent any parking at the end of my driveway and any future incidents.

Thank you

Maureen Wilkins

Maureen Wilkins

1233 S 6th Ave E

Newton, IA 50208



South 5th Ave E

South 5th Ave E South 5th Ave E

East 12th St S

East 12th St S

S 6th Ave E

S 6th Ave E

S 6th Ave E

S 6th Ave E

S 6th Ave E

S 6th Ave E

S 6th Ave E

E 14th St S

E 15th St S

E 16th St S

502

516

1200

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1301

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1308

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1314

1402

1404

1406

1408

1410

1500

600

602

604

606

604

600

1217

1225

1233

1303

1311

1319

605

604

605

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 72, Section 72.12, "Parking Rules", to make changes to parking in the free municipal lots.

Summary: Make changes to parking ordinance to allow for head in or back in parking and prohibit trailer parking in free municipal lots.

Financial Impact: None

Report Number: 21-313

Date: December 6, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

The City received a request to review the head in only parking designation in the free municipal lots located in the downtown business district. The City had permit parking and metered parking in the municipal lots up until 2016. The presence of permits and meters made head in parking the safest and easiest for code enforcement staff to complete. The City Council voted to remove parking meters and permit parking in all of the downtown municipal lots in 2016, thus opening up the opportunity to review the parking configuration.

Traffic engineers consistently agree that backing into a parking stall is safer than head in parking. Based on the current design of the City's municipal lots there is a potential for long trucks or truck with hitches to partially block sidewalks if they park in outside row and back all the way to the parking lot curb line. The City does have an ordinance that would allow for enforcement of this violation if it is observed.

The head in only parking designation has traditionally prohibited trailers from being parked in the free municipal lots because it's not possible to park a trailer in those lots in a head in configuration. Removing the head in only designation would potentially open up the opportunity for trailers to park in the lots. These lots are not made for trailers and there are travel lane and turning radius restrictions as well as safety issues present if trailer parking was allowed.

The Traffic Safety Committee reviewed the situation and recommends allowing both head in and back in parking and restricting parking for trailers within the free municipal lots.

The proposed ordinance also includes clean up language adding code enforcement officers to the violation reporting and enforcement section as well as removing "Clean Up Time" from the ordinance title.

City staff did communicate the proposed changes to Newton Main Street, Newton Area Chamber of Commerce and DDNA. Those groups provided favorable feedback regarding the proposal.

Recommendation:

Staff recommends approval of the ordinance amendment to remove the "head in only" designation and restrict trailer parking in the free municipal lots.

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

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 72, SECTION 72.12, "PARKING RULES", TO MAKE CHANGES TO PARKING IN THE FREE MUNICIPAL LOTS

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 72, Section 72.12, "Parking Rules" is hereby amended by adding or ~~deleting~~ the following:

§ 72.12 FREE MUNICIPAL PARKING LOTS; ~~CLEANUP TIME.~~

(A) *Free municipal parking lots.* 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.

(B) *Individual parking spaces.*

(1) The Public Works Director is hereby authorized and directed to designate and mark off individual parking spaces on the free municipal parking lot to provide for the proper parking of vehicles thereon.

(2) At each place where individual parking spaces are so marked off, each vehicle shall park ~~head-in only~~ and entirely within an individual parking space.

(C) *Free lots; 72-hour limit.* Parking in all free municipal lots shall be limited to 72 consecutive hours.

(D) *Free lots; vehicles prohibited.* No disused automobiles, trailers or automobiles which are being advertised or offered for sale shall be permitted to be parked or left standing upon a free municipal lot.

(E) *Reports of violations.* It shall be the duty of the police officers or designated code enforcement personnel of the city, acting in accordance with instructions issued by the Chief of Police, to report:

(1) *License number.* The license number of any vehicle parked on the free municipal lot in violation of any of the provisions of this section;

(2) *Time of violation.* The time during which such vehicle is parked in violation of any of the provisions of this section; and

(3) *Other facts.* Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(F) *Parking tickets to be issued.* Each police officer or code enforcement personnel reporting a violation of the section shall also attach to the vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of this section, instructing such owner or operator to report at the police station of the city on regard to such violation.

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report



Item: Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic and Parking Schedules Adopted by Reference", to make changes to street parking in the 300-400 blocks of East Four and One-Half Street South.

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

Financial Impact: None

Report Number: 21-314

Date: December 6, 2021

Lead Department: Police Department

Recommendation: Approve

Background:

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

The 300-400 block of E 4 ½ St S is 25 feet wide and is not wide enough to safely accommodate parking on both sides of the street. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on the west side of E 4 ½ St S in the 300-400 block.

Seventeen (17) surveys describing the recommended changes were sent to the adjacent property owners along E 4 ½ St S. Three (3) surveys were returned with two (2) residents agreeing with the recommended changes and one (1) supporting parking restrictions on the east side instead of the proposed west side.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking on the west side of E 4 ½ St S in the 300-400 block.

Matt Muckler
City Administrator

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII,
CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO
MAKE CHANGES TO STREET PARKING IN THE 300-400 BLOCKS OF EAST FOUR AND ONE-HALF
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:

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

STREETS, SOUTHEAST QUADRANT

East Four and One-Half Street South.

"No Parking Anytime".

West side from South ~~Fifth~~ Third Avenue East south to South Eighth Avenue East.

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

Parking Survey—E 4 ½ St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side in the 300-400 block of E 4 ½ St S and return to the City of Newton Police Department by November, 8, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

But then they block me in my Driveway

411 S 3rd Ave E

Make it east side

Parking Survey—E 4 ½ St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side in the 300-400 block of E 4 ½ St S and return to the City of Newton Police Department by November, 8, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

423 E 4 ½ St S

DES MOINES IA 500

Parking Survey—E 4 ½ St S

Please complete the survey responding to the City of Newton's recommendation to restrict parking on the west side in the 300-400 block of E 4 ½ St S and return to the City of Newton Police Department by November, 8, 2021.

I agree with the proposed parking changes ☒

I oppose the proposed parking changes ☐

Comments from Resident at

314 E 4th St S

We would support no street parking on E 4 ½ St S.

City of Newton Council Report

Item: A resolution approving the Main Street Iowa Program Agreement for January 1, 2022 through December 31, 2023

Summary: This agreement formalizes both Newton and the State's commitment to our local Main Street program.

Financial Impact: Dollar amount determined through budgeting, agreement requires financial assistance



Report Number: 21-315

Date: November 15, 2021

Lead Department:
Community Development

Recommendation: Approval

Summary: In order to maintain Newton's status as a Main Street Community, the City must enter into the Main Street Iowa Program agreement with Iowa Economic Development Authority (IEDA). Since 2014, the City of Newton has entered into substantially similar agreements.

The Main Street Iowa Program Agreement establishes the expectations for the Local Main Street Program, the City of Newton, and the IEDA.

In the agreement, the City agrees to:

- 1.) Support and partner with the local main street program on the revitalization of the district.
- 2.) Invest financially in the program
- 3.) Pass a resolution of support for the program, stipulating sources of funding for the program, commitment to appoint a city official on the governing board of directors.
- 4.) Create tools and resources that support district investment.

Approval of the program agreement does not establish the funding level at this time. The City addresses that matter through the budgeting process.

In addition, the City will also act upon a resolution that articulates support of the program and selects a representative to serve on the governing board of directors. This later resolution typically appears on a council agenda at the start of the calendar year. Most recently, Council member Dean Stonner has served on the Main Street board on behalf of the City.

The Newton Downtown Grant programs and the investment of City staff within the district fulfill the first and the fourth requirements of the program agreement.

The agreement is signed by the Newton Mayor, President of the Newton Main Street Board of Directors, and the Director of the Iowa Economic Development Authority.

Recommendation: Staff recommends approval of the resolution approving the Main Street Iowa Program Agreement.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 - _____

**RESOLUTION APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT
FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

WHEREAS, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial “Main Street” districts;

WHEREAS, the Iowa Economic Development Authority selected Newton as a Main Street Community in February 2014;

WHEREAS, *Newton’s Future: A Comprehensive Plan* was adopted in October 2012, most recently confirmed in 2020, and recommends that the City of Newton should be a Main Street Iowa community;

WHEREAS, the City of Newton is requested to participate in the Main Street Iowa Program Agreement (Agreement # G300-MSI-41) between the Iowa Economic Development Authority, The City of Newton, and Newton Main Street for the purpose of continuing the Main Street Iowa Program in Newton, Iowa;

WHEREAS, the City Council of Newton, Iowa endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach TM as developed by Main Street America and espoused by Main Street Iowa;

WHEREAS, the agreement states that City of Newton hereby agrees to support the work of the Newton Main Street Board financially and philosophically, designates the Main Street Board to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street board;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the Main Street Iowa Program Agreement for January 1, 2021 through December 31, 2023 is hereby approved.

PASSED this 15th day of November, 2021.

APPROVED this _____ day of _____, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of Newton (the "City"), and Newton Main Street (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 2014 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
 - a. Maintain Main Street America National Accreditation.
 - b. Maintain a "Main Street America Member Community" membership with Main Street America.
 - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
 - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
 - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
 - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
 - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
 - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
 - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

10. Main Street Re-Designation:

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
 - i. Document local revitalization impacts through its partnership with Main Street Iowa;
 - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
 - iii. Identify specific plans for future downtown/Main Street district revitalization;
 - iv. Set out future Main Street Iowa technical assistance needs; and
 - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ <i>Mayor Signature</i> _____ <i>Mayor Printed Name</i>	_____ Date <u>Newton, IA</u> City
BY: _____ Board President <i>Signature</i> _____ Board President <i>Printed Name</i>	_____ Date <u>Newton Main Street</u> Local Main Street Program
BY: _____ Deborah V. Durham, Director Iowa Economic Development Authority	_____ Date

City of Newton Council Report



Item:

Resolution approving performance agreements for the 2022 Summer Concert Series at the Maytag Bowl.

Report Number: 21-316

Date:

December 6, 2021

Summary:

Approval of this resolution authorizes the Community Services Department to enter into performance agreements for eight music performances for the Summer Concert Series.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

\$7,750.00 from the Summer Concert Series budget.

Background:

Dates have been set for the 2022 Summer Concert Series at the Maytag Bowl. The concerts will be held on Thursdays running from May 26, 2022 through July 28, 2022; with no concert scheduled for Thursday, July 7th. With Newton Fest possibly using Maytag Bowl on Thursday, June 9th, this leaves open eight dates to book acts for.

Community Services staff reviewed the popularity of previous year's acts, and prepared a proposed schedule based on availability of the performers. Returning performers include the City Band (June 2nd, June 16th, & June 30th), Slipstream (May 26th), and The Boys (July 28th). Other acts include Dueling Pianos (June 23rd), Hard Left Turn (July 14th), and Get off My Lawn (July 21st).

The total cost of the eight performances included in this resolution is \$7,750.00. This cost will be paid from the Summer Concert Series budget.

Recommendation:

City Staff recommends approval of this resolution authorizing the Community Services Department to enter into performance agreements for eight music performances for the 2022 Summer Concert Series.

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

Matt Muckler
City Administrator

RESOLUTION 2021- _____

RESOLUTION APPROVING PERFORMANCE AGREEMENTS FOR THE 2022
SUMMER CONCERT SERIES AT THE MAYTAG BOWL.

WHEREAS, the 2022 Summer Concert Series at the Maytag Bowl will be held on Thursdays running from May 26, 2022 through July 28, 2022; excluding Thursday, July 7th; and

WHEREAS, with Newton Fest possibly using Maytag Bowl on Thursday, June 9th, this leaves open eight dates to book acts for; and

WHEREAS, Community Services staff reviewed the popularity of previous year's acts, and prepared a proposed schedule based on availability of the performers; and

WHEREAS, said agreements include:

<u>Concert Date</u>	<u>Performer</u>	<u>Cost</u>	<u>Check Payable to:</u>
May 26, 2022	Slipstream	\$800	Dave Heck
June 2, 2022	Newton City Band	\$600	Newton Municipal Band
June 16, 2022	Newton City Band	\$600	Newton Municipal Band
June 23, 2022	Dueling Pianos	\$2,500	Dueling Musicians LLC
June 30, 2022	Newton City Band	\$600	Newton Municipal Band
July 14, 2022	Hard Left Turn	\$800	Chris Determan
July 21, 2022	Get Off My Lawn	\$850	Mike Condon (\$425) & Steve Mathews (\$425)
July 28, 2022	The Boys	\$1,000	Adam Klett
; and			

WHEREAS, the total cost of the eight performances included in this resolution is \$7,750; with this cost to be paid from the Summer Concert Series budget.

WHEREAS, City Staff recommends approval of this resolution authorizing the Community Services Department to enter into performance agreements for eight scheduled dates of the 2022 Summer Concert Series.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that this resolution is approved authorizing the Community Services Director to execute the said performance agreements, with the respective payment amounts be made by checks payable to the names listed above.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution authorizing the submission of a pre-application for federal airport improvement program funding and certifying eligibility requirements.

Report Number: 21-317

Date:

December 6, 2021

Summary:

To be considered for future airport improvement grants, the City needs to submit a 5-year airport improvement plan annually.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact: None at this time

Background:

The Federal Aviation Administration (FAA) requires airports to submit an Airport Improvement Program (AIP) pre-application for upcoming airport capital improvement projects, which enables the FAA to plan for future project funding. The pre-application includes anticipated projects during the next five Federal fiscal years. The pre-application does not commit the City to fund or complete any of the listed projects. A specific project application will be required to obtain federal funds for each project. The following projects have been included as part of the 5-year capital improvement program in the pre-application submittal:

- Rehabilitate Runway - Crack Sealing
- Rehabilitate Taxiway - Crack Sealing
- Apron Pavement Maintenance - Joint Sealing
- Environmental Documentation for Runway Extension Project
- Apron Expansion
- Four Stall Hangar & Approach

Federal funds generally pay up to 90% of the cost of the above projects after the project specific applications are submitted and approved at a later date. Recently completed projects utilizing City entitlement funds include expanding of the existing apron space. Contracted work of the current FAA-funded project to relocate the north taxiway will begin in the spring of 2022.

Recommendation:

City Staff recommends approval of the attached resolution accepting and authorizing submission of an Airport Improvement Program pre-application to the FAA.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION AUTHORIZING THE SUBMISSION OF A PRE-APPLICATION FOR
FEDERAL AIRPORT IMPROVEMENT PROGRAM FUNDING AND CERTIFYING
ELIGIBILITY REQUIREMENTS.**

WHEREAS, the Federal Aviation Administration (FAA) requires airports to submit an Airport Improvement Program (AIP) pre-application for upcoming airport capital improvement projects, which enables the FAA to plan for future project funding; and

WHEREAS, the pre-application submittal includes anticipated projects during the next five Federal fiscal years, but does not commit the City to fund or complete any of the listed projects; and

WHEREAS, the following projects have been included as part of the 5-year capital improvement program in the pre-application submittal:

- Rehabilitate Runway - Crack Sealing
- Rehabilitate Taxiway - Crack Sealing
- Apron Pavement Maintenance - Joint Sealing
- Environmental Documentation for Runway Extension Project
- Apron Expansion
- Four Stall Hangar & Approach; and

WHEREAS, Federal funds generally pay up to 90% of the cost of the above projects after the project specific applications are submitted and approved at a later date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby endorses the Pre-Application for FAA funding for said improvement projects, and that the Mayor is hereby authorized to sign and submit the Pre-Application.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION CHECKLIST

Please attach the following documents with your application.

- ☒ Sponsor Identification Sheet for the Airport
- ☒ Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- ☒ Five-Year CIP
- ☒ Long-Range Needs Assessment
- ☒ Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- ☒ Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- ☐ Verification of completed land acquisition or signed purchase agreement
- ☒ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- ☐ If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- ☐ If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- ☐ If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- ☐ For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
 - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
 - 3) Justification for the project.
- ☒ System for Award Management (SAM) registration is up to date (www.sam.gov)

Please e-mail this form with supporting documents identified in the checklist to shane.wright@iowadot.us.

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail: shane.wright@iowadot.us
FAX: 515-233-7983
Phone: 515-239-1048

AIRPORT SPONSOR IDENTIFICATION SHEET

***** PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. *****

Airport Name: Newton Municipal

Airport sponsor(s) Name: City of Newton, Iowa

Contact Person: Brian Laube

Title: Community Services Director

Email Address: brianl@newtongov.org

Physical Mailing Address: 403 W. 4th Street N. - Suite 501

P.O. Box (if applicable): _____

City: Newton

State: IA

ZIP Code: 50208-1926

Phone: (641) 792-6622, Ext 2302

U.S. Congressional District Number: IA-2

Tax Identification Number: 42-6005040

Dun and Bradstreet Number (DUNS): 833259856

You **must** have a current System for Award Management (SAM) registration to receive a grant.

Register at: <https://www.sam.gov>.

Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at jeff.deitering@faa.gov.

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport name, LOCID, city, state Newton Municipal - TNU, Newton, IA

Prepared by Clapsaddle Garber Associates Sponsor's email brianl@newtongov.org

Date prepared 11-29-2021 Sponsor's signature _____

Sponsor's phone (641) 641-792-6622 Ext 2302 Printed name Michael Hansen

FY	Detailed project/scope description	Funding source	Total estimated cost
2024	Rehabilitate Runway - Crack Sealing	Federal \$ State \$ Local \$ Total \$	283,500 31,500 315,000
2024	Rehabilitate Taxiway - Crack Sealing	Federal \$ State \$ Local \$ Total \$	162,000 18,000 180,000
2026	Apron Pavement Maintenance - Joint Sealing	Federal \$ State \$ Local \$ Total \$	225,000 25,000 250,000
2027	Environmental Documentation for Runway 32 Extension and Runway 14 Threshold Relocation	Federal \$ State \$ Local \$ Total \$	90,000 10,000 100,000
		Federal \$ State \$ Local \$ Total \$	

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport name, LOCID, city, state Newton Municipal - TNU, Newton, IA

Prepared by Clapsaddle Garber Associates Sponsor's email brianl@newtongov.org

Date prepared 11-29-2021 Sponsor's signature _____

Sponsor's phone (641) 792-6622, Ext 2302 Printed name Michael Hansen

FY	Detailed project/scope description	Funding source	Total estimated cost
2026	Apron Expansion	Federal \$ State \$320,000 Local \$80,000 Total \$400,000	
2026	Four Stall Hangar	Federal \$ State \$150,000 Local \$225,000 Total \$375,000	
2026	Four Stall Hangar Approach	Federal \$ State \$106,250 Local \$18,750 Total \$125,000	
		Federal \$ State \$ Local \$ Total \$	
		Federal \$ State \$ Local \$ Total \$	

LONG-RANGE NEEDS ASSESSMENT YEARS SIX TO 20

Attach additional sheets if necessary.

Airport name Newton Municipal

Estimated FY	Description of project	Funding source	Total estimated cost
2028	Land Acquisition for Runway 32 Extension	Federal \$ State \$ Local \$ Total \$	1,890,000 210,000 2,100,000
2029	Master Plan Update and AGIS Survey for Approach Procedure Development	Federal \$ State \$ Local \$ Total \$	135,000 15,000 150,000
2030	Extend Runway 32 and Relocate Runway End 14 Threshold, including Overlay of Existing Runway - Design	Federal \$ State \$ Local \$ Total \$	225,000 25,000 250,000
2031	Extend Runway 32 and Relocate Runway End 14 Threshold, including Overlay of Existing Runway - Construction	Federal \$ State \$ Local \$ Total \$	7,965,000 885,000 8,850,000
	Construct 12 Stall T-Hangar and Connecting Taxiway	Federal \$ State \$ Local \$ Total \$	747,000 83,000 830,000
	Acquire Snow Removal Equipment	Federal \$ State \$ Local \$ Total \$	270,000 30,000 300,000

FEDERAL AVIATION ADMINISTRATION**CIP DATA SHEET**

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

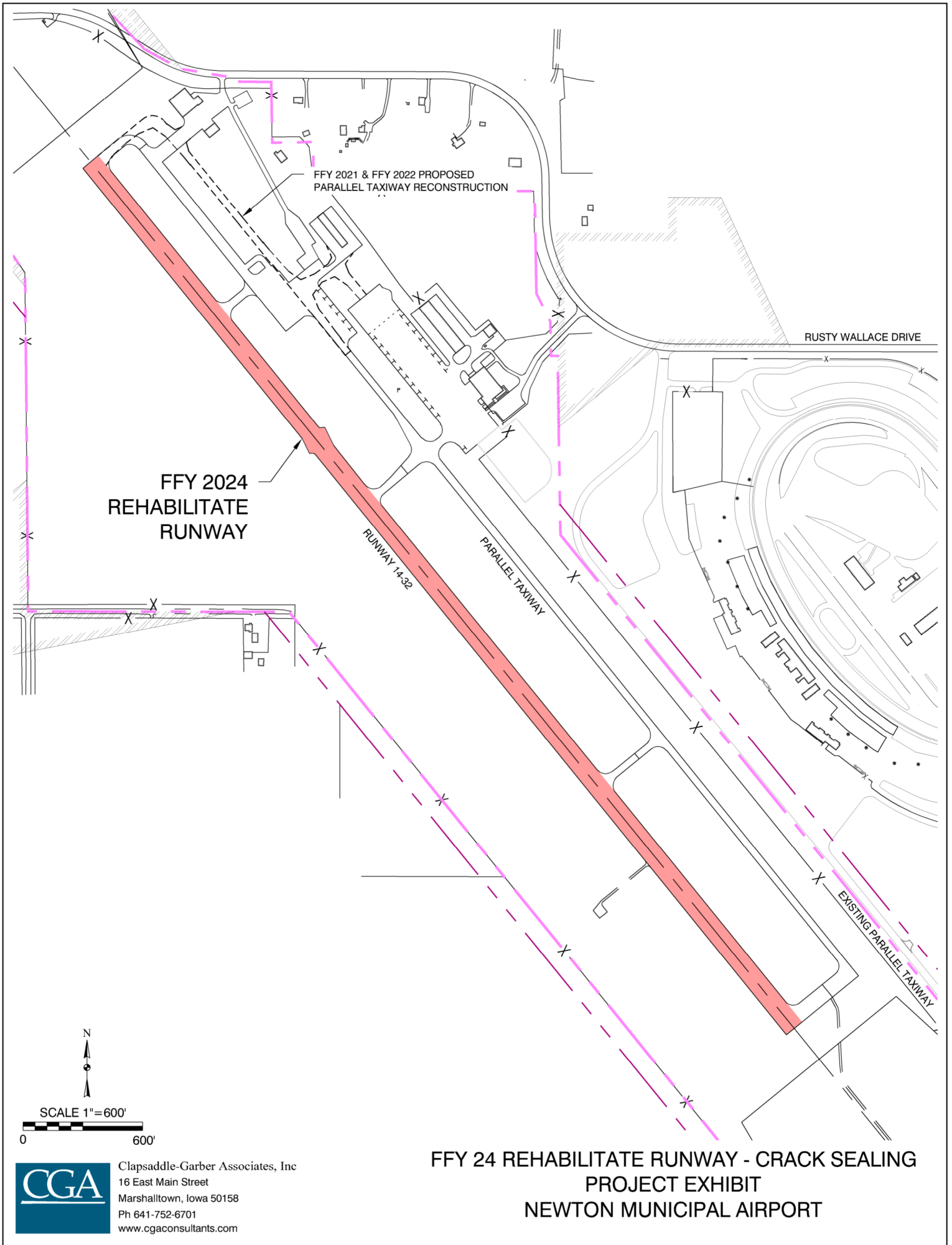
SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Newton Municipal, TNU, Newton, IA		
AIP Project Type:	Rehabilitate Runway – Crack Sealing		
Local Priority:	1 - Very High	Federal Share:	\$ 283,500
FFY Requested:	FFY 2024	State Share:	\$ 0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$ 31,500
		Total Project Cost:	\$ 315,000
Project Description and Justification: (include dimensions, PCI scores) This project will rehabilitate the runway, including partial depth patching and crack sealing. The 2018 PCI for the runway ranged from 71 to 75. The projected PCI for 2023 is 62 to 66. The inspection found longitudinal cracking, transversal cracking and weathering. This project will prolong the pavement and provide safe operations. ALP Date: 7/8/2019 NEPA Categorical Exclusion or Date of FAA determination: Order 1050.1F Categorical Exclusion # 5-6.4e Approaches are clear according the 150/5300-13 Airport Design and Order 8260.3 TERPS. Approaches are clear. Pavement Program: The most recent Iowa DOT pavement management inspection and report was performed in 2018. The airport does routine inspections and has performed routine maintenance. Land ownership: The current Exhibit A dated 9/4/2018 shows that land impacted by project is controlled by sponsor.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Michael Hansen	Title:	Mayor
Phone Number:	<u>641-752-6622</u>	Email:	BrianL@newtongov.org

OPINION OF PROBABLE COSTS
PROPOSED CAPITAL IMPROVEMENTS
NEWTON MUNICIPAL AIRPORT

Rehabilitate Runway - Crack Sealing

FY24 - Federal Fiscal Year Starting October 1, 2023

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Safety Plan, Traffic Control and Mobilization	1	LS	\$17,000.00	\$17,000.00
2.	Class III Crack HMA Patching	2,000	SY	\$70.00	\$140,000.00
3.	Class I & II Crack Filling	1	LS	\$25,000.00	\$25,000.00
4.	Pavement Marking, White	45,000	SF	\$1.00	\$45,000.00
5.	Seeding and Fertilizing	1	LS	\$3,000.00	\$3,000.00
6.	Miscellaneous Construction	10%		\$23,000.00	\$23,000.00
7.	Engineering and Administration	25%		\$62,000.00	\$62,000.00
TOTAL PROJECT =					\$315,000.00
FAA Share @ 90% =					\$283,500.00
Local Share @ 10% =					\$31,500.00



FEDERAL AVIATION ADMINISTRATION**CIP DATA SHEET**

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

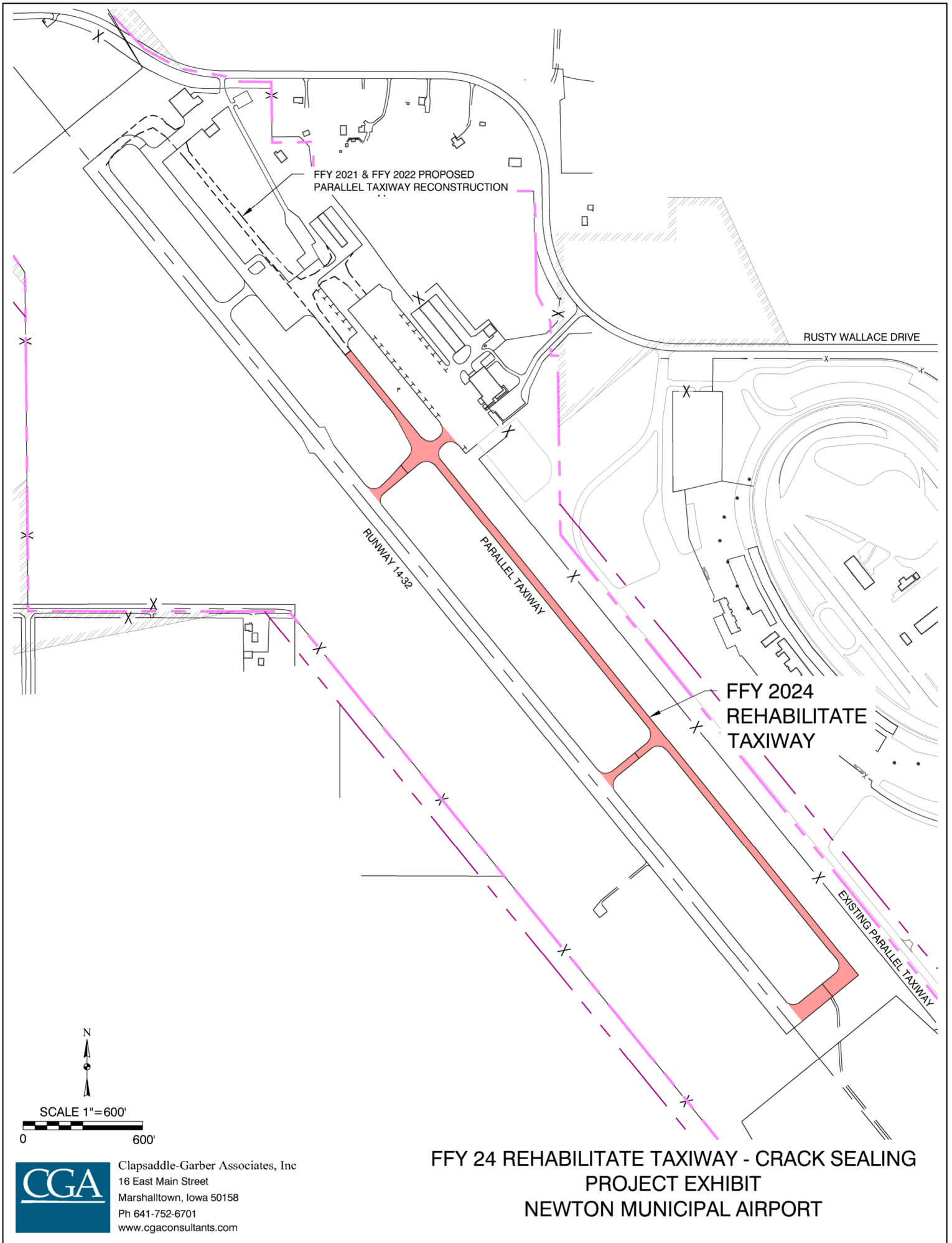
SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Newton Municipal, TNU, Newton, Iowa		
AIP Project Type:	Rehabilitate Taxiway – Crack Sealing		
Local Priority:	1 - Very High	Federal Share:	\$ 162,000
FFY Requested:	FFY 2024	State Share:	\$ 0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$ 18,000
		Total Project Cost:	\$ 180,000
Project Description and Justification: (include dimensions, PCI scores) This project will rehabilitate the runway, including partial depth patching and crack sealing. The 2018 PCI for the taxiway was 82, with the projected PCI for 2023 is 70. The inspection found longitudinal cracking, transversal cracking, alligator cracking and weathering. These values represent pavement in good condition with rehabilitation needs categorized as preventative maintenance. This project will prolong the pavement and provide safe operations. ALP Date: 7/8/2019 NEPA Categorical Exclusion or Date of FAA determination: Order 1050.1F Categorical Exclusion # 5-6.4e Pavement Program: The most recent Iowa DOT pavement management inspection and report was performed in 2018. Approaches are clear according the 150/5300-13 Airport Design and Order 8260.3 TERPS. Approaches are clear. FAA equipment impacted by project: None impacted. Land ownership: The current Exhibit A dated 9/4/2018 shows that land impacted by project is controlled by sponsor.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Michael Hansen	Title:	Mayor
Phone Number:	641-792-6622	Email:	BrianL@newtongov.org

OPINION OF PROBABLE COSTS
PROPOSED CAPITAL IMPROVEMENTS
NEWTON MUNICIPAL AIRPORT

Rehabilitate Taxiway - Crack Sealing

FY24 - Federal Fiscal Year Starting October 1, 2023

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Safety Plan, Traffic Control and Mobilization	1	LS	\$12,000.00	\$12,000.00
2.	Class III Crack HMA Patching	1,000	SY	\$70.00	\$70,000.00
3.	Class I & II Crack Filling	1	LS	\$25,000.00	\$25,000.00
4.	Pavement Marking, White	1	LS	\$20,000.00	\$20,000.00
5.	Seeding and Fertilizing	1	LS	\$3,000.00	\$3,000.00
6.	Miscellaneous Construction	10%		\$13,000.00	\$13,000.00
7.	Engineering and Administration	25%		\$37,000.00	\$37,000.00
TOTAL PROJECT =					\$180,000.00
FAA Share @ 90% =					\$162,000.00
Local Share @ 10% =					\$18,000.00



FEDERAL AVIATION ADMINISTRATION**CIP DATA SHEET**

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Newton Municipal, TNU, Newton, IA		
AIP Project Type:	Rehabilitate Apron – Joint Sealing		
Local Priority:	1 - Very High	Federal Share:	\$ 225,000
FFY Requested:	FFY 2026	State Share:	\$ 0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$ 25,000
		Total Project Cost:	\$ 250,000
Project Description and Justification: (include dimensions, PCI scores) This project will rehabilitate the apron, including crack cleaning and joint sealing. The 2018 PCI for the apron was 91-93, with the projected PCI for 2023 is 89. The inspection found crack seal damage. These values represent pavement in good condition with rehabilitation needs categorized as preventative maintenance. This project will prolong the pavement and provide safe operations. ALP Date: 7/8/2019 NEPA Categorical Exclusion or Date of FAA determination: Order 1050.1F Categorical Exclusion # 5-6.4e Approaches are clear according the 150/5300-13 Airport Design and Order 8260.3 TERPS. Approaches are clear. Pavement Program: The most recent Iowa DOT pavement management inspection and report was performed in 2018. The airport does routine inspections and has performed routine maintenance. Land ownership: The current Exhibit A dated 9/4/2018 shows that land impacted by project is controlled by sponsor.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Michael Hansen	Title:	Mayor
Phone Number:	<u>641-792-6622</u>	Email:	BrianL@newtongov.org

OPINION OF PROBABLE COSTS
PROPOSED CAPITAL IMPROVEMENTS
NEWTON MUNICIPAL AIRPORT

Rehabilitate Apron - Crack Sealing

FY26 - Federal Fiscal Year Starting October 1, 2025

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Safety Plan, Traffic Control and Mobilization	1	LS	\$15,000.00	\$15,000.00
2.	Crack Sealing	250	LF	\$4.00	\$1,000.00
3.	Joint Sealing	25,000	LF	\$2.50	\$62,500.00
4.	Full Depth Patch	750	SY	\$110.00	\$82,500.00
5.	Pavement Markings, Yellow	1	LS	\$3,000.00	\$3,000.00
6.	Miscellaneous Construction	10%		\$16,000.00	\$16,000.00
7.	Engineering and Administration	35%		\$70,000.00	\$70,000.00
TOTAL PROJECT =					\$250,000.00
FAA Share @ 90% =					\$225,000.00
Local Share @ 10% =					\$25,000.00

FFY 2021 & FFY 2022 PROPOSED
PARALLEL TAXIWAY RECONSTRUCTION

FFY 2019 APRON EXPANSION

PARALLEL TAXIWAY

TERMINAL
BUILDING

FFY 2026 APRON
PAVEMENT MAINTENANCE



SCALE 1"=200'



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

FFY 26 APRON PAVEMENT MAINTENANCE -
JOINT SEALING
PROJECT EXHIBIT
NEWTON MUNICIPAL AIRPORT

City of Newton Council Report

**Item:**

Resolution Amending the City of Newton Public Works and Community Services Fee Schedule.

Report Number: 21-318

Date:

December 6, 2021

Summary:

This resolution makes revisions and additions to the Park Fee Schedule section only.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Minimal impact expected.

Background:

The various fees charged for rentals and passes at Westwood Golf Course, Maytag Pool, and other Park facilities and offerings are reviewed each year. Staff proposes the following revisions and additions for the 2022 Park Fee Schedule:

Athletic Fields

- Revised the registration cost for adult sports leagues as a clarification, with the proposed change not increasing the cost per team from current fees.

Maytag Pool

- Added pool inflatables as an add-on option to those renting the pool for parties. Inflatables may not be available for the 2022 season.
- Added/revised some other small admission fees for existing and proposed programs or events.

Other Park and Sports Fees (added new section)

- With the plan to add additional recreation programs and offerings in 2022, the various fees shown on the resolution will be charged should staff offer or promote these opportunities and events.

All other fees included in the latest revision of said fee schedule will remain unchanged.

Recommendation:

City Staff recommends approval of this resolution amending the City of Newton Public Works and Community Services Fee Schedule.

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

RESOLUTION AMENDING THE CITY OF NEWTON PUBLIC WORKS
AND COMMUNITY SERVICES FEE SCHEDULE

WHEREAS, the City of Newton charges fees for certain services provided by the City; and

WHEREAS, these fees are reviewed annually by the City as part of the budget preparation process; and

WHEREAS, minor revisions and additions are proposed to the Park Fee Schedule; and

WHEREAS, the following fee schedules will be effective on January 1, 2022:

Westwood Golf Course Fee Schedule

Golf Green Fees	2022 Fee
18 Holes Weekday	\$16.00
18 Holes Weekend (Saturday or Sunday)	\$21.00
9 Hole Weekday	\$12.00
9 Holes Weekend (Saturday or Sunday)	\$14.00
Twilight Rate (after 3:00 p.m.) and Spring/Fall Rate	\$12.00
10 Punch Pass-18 holes	\$128.00*
10 Punch Pass-9 holes	\$96.00*
extra holes	\$5.00

Golf Cart Fees	2022 Fee
Cart 18 holes	\$14.00
Cart 9 holes	\$8.00
Annual Cart Rental - Single	\$495.00
Annual Cart Rental - Family	\$595.00
10 Punch Pass - 18 holes	\$112.00*
10 Punch Pass - 9 holes	\$64.00*
Daily Trail Fee	\$12.00
Annual Trail Fee	\$240.00
Gas Cart Storage	\$200.00
Electric Cart Storage	\$215.00

Golf Season Passes	2022 Fee
Youth (ages 21 and younger as of Jan 1st)	\$169.00*
Young Adult Couple (ages 22 - 35 as of Jan 1st)	\$589.00*
Young Adult Single (ages 22 - 35 as of Jan 1st)	\$389.00*
Adult Couple (ages 36 - 64 as of Jan 1st)	\$779.00*
Adult Single (ages 36 - 64 as of Jan 1st)	\$539.00*
Senior Couple (ages 65 and older as of Jan 1st)	\$749.00*
Senior Single (ages 65 and older as of Jan 1st)	\$499.00*

Golf Range Fees	2022 Fee
One Time (Large)	\$7.00
One Time (Small)	\$3.50
Season Pass	\$110.00

NOTE - On all above Westwood Golf fees followed by an asterisk (*), City of Newton residents shall qualify for an additional 5% off the base fee shown.

Park Fee Schedule

Rentals (7 am - 3:30 pm or 4 pm - 10:30 pm)	2022 Fee
Aurora Park Shelter	\$35.00
Sunset Park Shelter	\$30.00
Woodland Park Shelter	\$40.00
Log Cabin at Maytag Park	\$30.00
South Shelter at Maytag Park	\$35.00
West Shelter at Maytag Park	\$40.00
Pool Pavilion at Maytag Park (does not include pool)	\$45.00
• add Large Event fee to shelter (per area) *	\$50.00
• add Water Surcharge to shelter (if available) *	\$25.00
Maytag Bowl	\$300.00

* Large Event fee applies to groups wanting to reserve an additional area of the park adjacent to the shelter they are renting for the purposes of accommodating groups of 100+ people and/or space for extra activities for their gathering.

* Water Surcharge for groups needing water connections, if available, for group's activities.

Athletic Fields	2022 Fee
Adult Softball Sports Leagues (per team/season session game)	\$40160.00
Athletic Field Rental (all day)	\$50.00
Athletic Field Rental (per hour)	\$5.00
Disc Golf Event Fee (per day)	\$50.00
Softball Complex Field Lights (per day) **	\$40.00
Woodland Field Lights (per day) **	\$40.00
Softball/Baseball Field Marking - chalked lines (per field) **	\$50.00
Soccer Field Marking - painted lines (per field) **	\$200.00

** Fee for lights and marking of fields are in addition to field rental fee, and are shown per field.

Maytag Park Pool	2022 Fee
Daily fee	\$5.00
Daily fee - after 5 p.m.	\$2.50
Lap Swim (Monday-Saturday noon to 1:00 pm) ***	\$2.50
Toddler Swim (M-W-F from 11:00 am to 1:00 pm) ***	\$2.50
Single Season Pass (per person over 3 years old)	\$50.00
Evening Pool Party (2 hours)	\$250.00
Morning Pool Party (2 hours)	\$250.00
• add Waterslides to pool party	\$25.00
• add Diving Boards to pool party	\$25.00
• pool party with greater than 150 guests	\$25.00
• pool inflatables	\$50.00
Replacement Pool Pass	\$5.00
Swim Lessons	\$30.00
Adult Only or Teen Only Pool Nights (per event)	\$4.00
Dog Swim (per dog)	\$5.00
Water Aerobics (per session per day)	\$4.00
Water Walking (per session per day)	\$2.50

***Season Passes can be used for lap swim & water walking sessions.

Other Park and Sports Fees	Fee
Youth or Adult Camp, Class, or Program (per week) *	\$25.00
Youth Camp, Class, or Program (per day) *	\$6.00
Adult Class or Program (per day) *	\$6.00
Disc Golf Tournament (per event)	\$10.00
Sand Volleyball Tournament (per team)	\$25.00
Minor Equipment Rental (per day) **	\$4.00
5K Run/Walk or Cycling Event (per event)	\$15.00

*non-pool offerings

**may include ice skates, snowshoes, or other small equipment

CEMETERY FEE SCHEDULE

Union Cemetery and Memorial Park Cemetery

<u>Sale of Sections</u>	<u>Fee</u>
Adult	\$850
Baby (spaces in Babyland only)	\$425
Veteran in Veteran's Section (resident) ¹	\$0
Veteran in Veteran's Section (non-resident) ¹	\$750
Veteran's Spouse	\$750
<u>Columbarium</u>	
Niche ⁵	\$1,400
Double Niche ⁵	\$2,800
<u>Opening & Closing Graves</u>	
Adult-Weekdays ²	\$850
Baby-Weekdays ²	\$425
Cremation-Weekdays ^{2, 3}	\$550
<u>Disinterment</u>	
Adult (casket) ⁴	\$1,500
Baby (casket/cremation) ⁴	\$750
Adult Cremation (cremation) ⁴	\$750
Columbarium Niche (cremation)	\$150
<u>Setting of Stones & Misc. Charges</u>	
Veteran in Veteran's Section	\$100
Veteran not in Veteran's Section	\$125
Lot Location & Inspection Fee for Foundations	\$25
Fee for copy of Certificate of Interment Rights	\$20
Lot or Niche Transfer Fee	\$30

1. To qualify for the resident rate, a driver's license, recent utility bill or voter registration must be provided that shows the deceased lived within Newton city limits within 90 days of death.
2. Any weekday closing of graves that begin after 2:30 pm will incur an additional \$100 fee; Saturdays additional \$200.00; Sundays/Holidays additional \$250.00.
3. \$50.00 for each additional cremation opening & closing in same section/niche and on same day.
4. City is not liable for damages that occur to the vault or urn.
5. Niche purchases include bronze name plaque and opening/closing to place urn.

SOLID WASTE/RECYCLING COLLECTION FEE

Residential Solid Waste/Recycling collection fee FYE 21	\$14.00/unit/month
Residential Solid Waste/Recycling collection fee FYE 22	\$14.28/unit/month
Residential Solid Waste/Recycling collection fee FYE 23	\$14.57/unit/month
Residential Solid Waste/Recycling collection fee FYE 24	\$14.86/unit/month
Residential Solid Waste/Recycling collection fee FYE 25	\$15.16/unit/month

NEWTON MUNICIPAL AIRPORT FEE SCHEDULE

Annual Fees for Aeronautical Activities shall be:

1. Charter Operations	\$350.00
2. Aircraft Maintenance	\$350.00
3. Flight Instruction	\$350.00
4. Aircraft Sales	\$150.00
5. Aircraft Storage	\$150.00
6. Aircraft Rental	\$150.00
7. Sales of Fuel & Oil	\$350.00
8. Aerial Application-Site Based Providers	\$500.00
9. Aerial Application-Mobile Providers	\$500.00
10. Aerial Tour Operations	\$150.00

NUISANCE ABATEMENT FEE SCHEDULE

Abatement and administrative fees for nuisance abatements completed under Section 94.25 - *Abatement of Nuisance by Written Notice* of City Code Chapter 94 - *Public Nuisances* shall be:

1. Hourly Rate - Contracted Work	\$60
2. Landfill or Disposal Fees	(actual cost)
3. Administrative Fee - 1 st Occurrence	\$75 per occurrence
4. Administrative Fee - additional occurrences of the same violation abated in the same calendar year.	\$100 per occurrence

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the above 2022 Fee Schedule be adopted.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution of support for the donor recognition plan for the proposed downtown splash pad project.

Report Number: 21-319

Date:

December 6, 2021

Summary:

To assist the private fundraising efforts by the splash pad committee, this resolution approves in concept a donor recognition plan for the proposed downtown splash pad project should it be constructed.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

None

Background:

In late 2020 a group of private citizens (the committee) presented the idea of a downtown splash pad to City Council and the Newton Park Board. Construction of the committee's proposed project, which would turn the vacant City-owned lot at 224 W 3rd St N into a City splash pad and park, would be funded mainly by private donations.

On April 19, 2021 City Council approved Resolution 2021-110, which supported the use of the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project. Approval of that resolution did not obligate the City to fund, operate, and/or allow construction of the project on the City-owned lot at 224 W 3rd St N or any other City-owned location. Future council action would be required to allow the project to move forward including authorizing any City funds for design or construction purposes, and acceptance of any private funds raised for the construction of the proposed improvements. That initial resolution of support on April 19, 2021 simply reserved the lot at 224 W 3rd St N for said project, allowing for the committee to continue raising funds for its construction. In doing so, the City agreed to hold off on approving any other uses for this lot for the foreseeable future such as private redevelopment or additional parking lot construction. Per the wording of said resolution, the City still retains an out should Council decide for any reason that they do not want the proposed splash pad constructed at this location. That resolution was requested by the committee as they kicked off their fundraising efforts.

To gain further traction with their fund raising efforts, the committee recently shared a donor recognition plan with the Newton Park Board on November 17, 2021. This plan, which includes

five levels of support for the project, would provide donor's recognition in some way should the project be constructed. Since donor recognition on public improvements or facilities requires City Council approval, the plan was first brought to the Park Board for their consideration before presenting it to Council. The Park Board, at their last meeting, voted 4-0 to support the proposed donor recognition plan prepared by the committee.

The proposed five levels of recognition, including the main benefit that comes with each level, are as follows:

- a. Splash Investor: \$1,000 to \$1,999 donation (small logo or name on investor board)
- b. Waterfall Investor: \$2,000 to \$4,999 donation (med. logo or name on investor board)
- c. Tidal Investor: \$5,000 to \$9,999 donation (large logo or name on investor board)
- d. Hurricane Investor (7 available): \$10,000 to \$19,999 donation (name on small water feature)
- e. Tsunami Investor (3 available): \$20,000 plus donation (name on large water feature)

As with the earlier approved Resolution 2021-110; City Council's approval of this resolution does not obligate the City to fund, operate, and/or allow construction of the project on the City-owned lot at 224 W 3rd St N or any other City-owned location. Council would also retain the right to approve the size, type, content, or placement of all proposed donor recognition plaques, boards, or other means of recognition should the project be constructed. Said final approval would be submitted for City Council approval at a later date, but before final completion of the project.

Recommendation:

City Staff recommends approval of the resolution supporting the committee's proposed donor recognition plan to assist with fundraising efforts for the proposed downtown splash pad project.



Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION OF SUPPORT FOR THE DONOR RECOGNITION PLAN FOR THE
PROPOSED DOWNTOWN SPLASH PAD PROJECT.**

WHEREAS, in late 2020 a group of private citizens (the committee) presented the idea of a downtown splash pad to City Council and the Newton Park Board; and

WHEREAS, construction of the committee's proposed project, which would turn the vacant City-owned lot at 224 W 3rd St N into a City splash pad and park, would be funded mainly by private donations; and

WHEREAS, on April 19, 2021 City Council approved Resolution 2021-110, which supported the use of the City-owned lot at 224 W 3rd St N for the proposed downtown splash pad project; and

WHEREAS, approval of said resolution did not obligate the City to fund, operate, and/or allow construction of the project on the City-owned lot at 224 W 3rd St N or any other City-owned location; and

WHEREAS, to gain further traction with their fund raising efforts, the committee recently shared a donor recognition plan with the Newton Park Board on November 17, 2021; and

WHEREAS, the proposed five-level donor recognition plan included the following:

- a. Splash Investor: \$1,000 to \$1,999 donation (small logo or name on investor board)
- b. Waterfall Investor: \$2,000 to \$4,999 donation (med. logo or name on investor board)
- c. Tidal Investor: \$5,000 to \$9,999 donation (large logo or name on investor board)
- d. Hurricane Investor: \$10,000 to \$19,999 donation (name on small water feature)
- e. Tsunami Investor: \$20,000 plus donation (name on large water feature); and

WHEREAS, the Park Board, at their November 17, 2021 meeting, voted 4-0 to support the said donor recognition plan prepared by the committee; and

WHEREAS, City Council's approval of this resolution does not obligate the City to fund, operate, and/or allow construction of the project on the City-owned lot at 224 W 3rd St N or any other City-owned location; and

WHEREAS, City Council would also retain the right to approve the size, type, content, and placement of all proposed donor recognition plaques, boards, or other means of recognition should the project be constructed; and

WHEREAS, said final approval would be submitted for City Council approval at a later date, but before final completion of the project if constructed; and

WHEREAS, City Staff recommends approval of the resolution supporting the committee's proposed donor recognition plan to assist with fundraising efforts for the proposed downtown splash pad project.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City supports the splash pad committee's proposed donor recognition plan for their use in fundraising efforts for the proposed downtown splash pad project.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that City Council retains the right of final approval on the size, type, content, and placement of all proposed donor recognition plaques, boards, or other means of recognition should the project be constructed.

PASSED this _____ day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Invest in the Future of Newton Downtown Splash Pad!

Investor Levels

Please Select the Level You'd Like to Invest at:

- ☐ **\$1K - \$1,999 SPLASH INVESTOR**
- Small logo or name listed on investor board displayed at splash pad
- ☐ **\$2K- \$4,999 WATERFALL INVESTOR**
- Medium logo or name listed on investor board displayed at splash pad
- ☐ **\$5K- \$9,999 TIDAL INVESTOR**
- Large logo or name listed on investor board displayed at splash pad
 - Recognition on social media
- ☐ **\$10K- \$19,999 HURRICANE INVESTOR**
(limit of 7)
- Everything from Tidal Investor plus:
 - Name on small water feature
 - Recognition in Newton Daily News and on social media with large check photo opp.
 - Recognized at ribbon cutting
- ☐ **\$20K+ TSUNAMI INVESTOR**
(limit of 3)
- Everything from Tidal Investor plus:
 - Name on large water feature
 - Recognition in Newton Daily News and on social media with large check photo opp.
 - Recognized at ribbon cutting
- ☐ **\$_____ OTHER**

INVESTMENT INFORMATION

YES, I would like to support the Newton Downtown Splash Pad at the investor level I indicated in the "Investor Levels" section of this form.

I would like to make an investment in the name of:

INVESTOR INFORMATION

Name:

Business/ Organization:

Phone Number:

E-Mail:

Mailing Address:

PAYMENT INFORMATION

Please Select One of the Following:

- ☐ Enclosed is a check for my investment of \$_____
- ☐ Enclosed is a check for my investment of \$_____ and I pledge an additional donation of \$_____ in 2022
- ☐ Mail invoice of \$_____ to investor address listed in investor information section

**PLEASE COMPLETE
FORM AND RETURN TO:**

NEWTON MAIN STREET

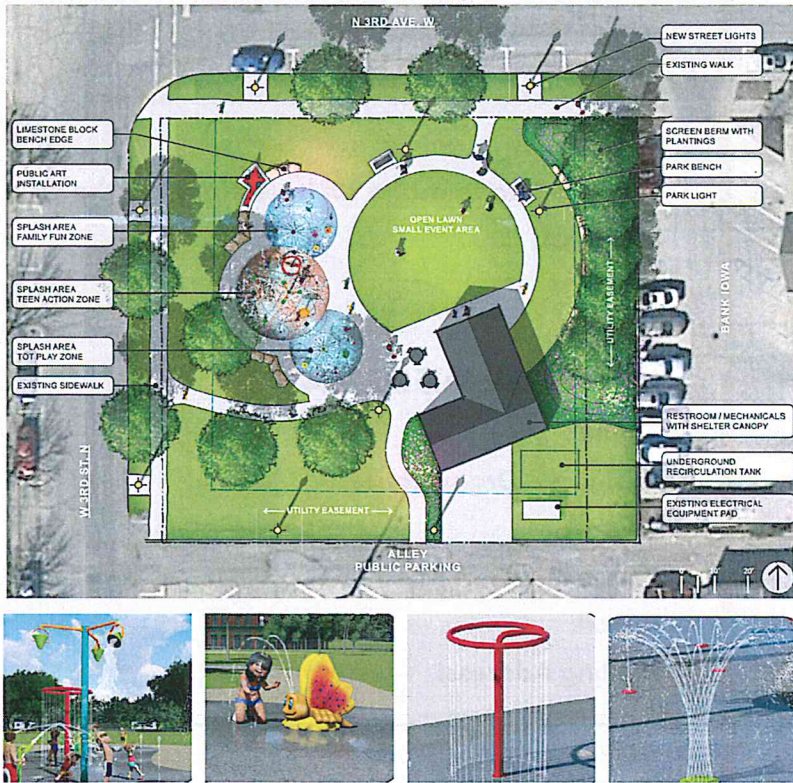
122 1ST ST N

NEWTON, IOWA 50208

Make checks payable to: Newton Main Street

Invest in the Future of Newton Downtown Splash Pad!

PROPOSED SPLASH PAD



Bridging the Gap



PROPOSED LOCATION
Between Main Street
District and Legacy
Plaza at the corner of N
3rd Ave & W 3rd St N



SPLASH PAD BENEFITS THE COMMUNITY

Supports Local Businesses
Family Recreation
Drives Economic Vitality
Creates Foot Traffic
Gathering Place
Attraction for Young Families

We need the community help to bring it to life

\$600k = \$400k + \$200k

Total Fundraising Goal

**Asking Community and
Local Business Support**

Angel Donor Match

City of Newton Council Report



Item: Resolution Approving Amended
Development Agreement with The Circle
Development, LLC

Summary: Approval of an Amended
Development Agreement with The Circle
Development, LLC

Financial Impact:
No Financial impact, action only changes the
minimum assessment date

Report Number: 21-320

Date: December 6, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

On October 7, 2019 the City Council approved a development agreement with The Circle Development, LLC regarding the Project Fast Pitch development. This agreement was amended on December 21, 2020 to amend the minimum assessment amount from \$16,771.290 to \$25,000,000 beginning January 1, 2022.

As construction has not started to date, it is necessary to change the date the minimum assessment is recorded on the tax rolls from January 1, 2022 to January 1, 2023. The first year of rebate will be in fiscal year 2025.

Recommendation:

Staff recommends approval of the Resolution.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021-_____

Resolution Approving Amended Development Agreement with The Circle Development, LLC

WHEREAS, the City of Newton, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with The Circle Development, LLC (the “Company”) in connection with the development, construction and operation of a sports, recreation, entertainment and hospitality complex by the Company in the Urban Renewal Area (the “Project”); and

WHEREAS, the City and the Company now propose to amend the Original Agreement in order to (1) update the provisions related to a certain Assessment Agreement (as defined in the Original Agreement); (2) adjust the time period during which the City will make incremental property tax payments to the Company; and (3) make other related changes; and

WHEREAS, an amended agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the City and the Company, and it is now necessary to make provision for its approval; and

WHEREAS, a certain amended Assessment Agreement (the “Amended Assessment Agreement”) has been prepared as an accompaniment to the Amended Agreement, and it is now necessary to make provision for its approval; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Newton and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed Payments.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing incremental property tax payments to the Company.

Section 3. The Amended Agreement and the Amended Assessment Agreement are hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement and the Amended Assessment Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement and the Amended Assessment Agreement have been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement and the Amended Assessment Agreement.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on December 6, 2021.

Mayor

Attest:

City Clerk

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between the City of Newton, Iowa (the “City”) and The Circle Development, LLC (the “Company”) as of _____, 2021 (the “Commencement Date”).

WHEREAS, the City has established the 2019 Sports Entertainment Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Company has proposed to undertake the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property (“the Project”); and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the “Base Valuation”) of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; and

WHEREAS, the City and the Company entered into a Development Agreement (the “Original Agreement”) dated December 23, 2020; and

WHEREAS, it is now necessary to amend the Original Agreement to (1) update the provisions related to the Assessment Agreement (as hereinafter defined); (2) adjust the time period during which the City will make incremental property tax payments to the Company; and (3) make other related changes; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Original Agreement; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. **Project Construction.** The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term (as hereinafter defined). Furthermore, the Company agrees to invest not less than \$32,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company submitted to the City a detailed preliminary site plan (the "Site Plan") on September 16, 2019 for the development of the Project, which is set forth as Exhibit B hereto. The Company agrees to construct the Project in substantial conformance with the Site Plan and to substantially complete such construction by no later than December 31, 2022.

2. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Twenty-Five Million Dollars (\$25,000,000) (the "Minimum Assessed Valuation") as of January 1, 2023 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Jasper County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

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

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

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth	72.3646%

Payment Year	
--------------	--

The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Insurance.

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

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

- (iii) Workers compensation insurance, with statutory coverage limited to employees of the Company.

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

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

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

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

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

- a) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.

- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold the Payments provided for under Section B.1 below.

9. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of the Original Agreement and this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$15,000 or (2) the Actual Admin Costs on a one-time basis from the initial Payment, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Company during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$13,525,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding the initial Payment under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with

respect to the Property during the twelve (12) months immediately preceding each Payment date factored by the Annual Percentage.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2023. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2025 and continuing to, and including, June 1, 2044, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2044.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2025, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2023) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Jasper County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2044 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa more particularly described as follows:

Parcel 1, 2, & 3:

Parcel ID: 1301100004, 1301300001, 1301300002

Legal: All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

Parcel 4:

Parcel ID: 1301300011

Legal: Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

Parcel 5:

Parcel ID: 1301300012

Legal: Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

EXHIBIT B

SITE PLAN

EXHIBIT C

FORM OF ASSESSMENT AGREEMENT

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

Preparer Information: (name, address and phone number)

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

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

The Circle Development, LLC

Legal Description: See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the 2019 Sports Entertainment Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the development, construction and operation of a sports, recreation, entertainment and hospitality complex on the Property; and

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2023, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

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

1. Effective January 1, 2023, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Twenty-Five Million Dollars (\$25,000,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2023, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be

taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

THE CIRCLE DEVELOPMENT, LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

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

Notary Public

STATE OF IOWA)
)
COUNTY OF POLK) SS:

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

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

All that part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, now located inside the corporate limits of Newton, Iowa, lying South of Interstate Highway 80; and, Commencing at the Northwest Corner of the North one-half of the southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and running thence South along the west line of said Section, a distance of 46 rods, thence East to a point 34 rods and 13 feet East of the West line of said Section, thence North 46 rods, and thence West 34 rods and 13 feet to the point of beginning, subject to that certain Roadway Acquisition and Easement for the Construction and Maintenance of Sanitary Sewer Facility dated 8/11/83 and appearing of record in Book 849 at Page 370 in the office of the Recorder of Jasper County, Iowa, and further subject to easements, restrictions, reservations and roadways of record or in obvious use, if any.

AND

Parcel B located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County; EXCEPT That part conveyed to the City of Newton, Iowa by Warranty Deed recorded at Document No. 2009-5719 in the office of the Recorder of said county.

AND

Parcel A located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 1, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded in Book A, Page 541, in the office of the Recorder of said County.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Twenty-Five Million Dollars (\$25,000,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

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

Notary Public

LIENHOLDER'S CONSENT, IF ANY

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

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF JASPER)

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

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2022):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Tenth Payment Year	100%
Eleventh through Twentieth Payment Year	72.3646%

City of Newton Council Report

Item: Resolution Approving a Contract with Regal Clean, LLC for the Janitorial Services at the City Hall and Police Facility

Summary: Approval of Janitorial Services at City Hall and Police Department

Financial Impact: Approximately \$300 per Month Additional for Janitorial Expenses from the City Center budget



Report Number: 21-321

Date: December 6, 2021

Lead Department:
Administration

Recommendation:
Approval

Background: The current janitorial service for the City Hall and Police Department facility has not changed since before the year 2000 and the services have not been up to standards the past year and requires many staff hours to oversee. Staff published a notice in the Newton Daily News on November 5, 2021 to accept bids for this service.

City staff received one bid from Regal Clean, LLC, which is a local company, and has been in contact with this service to tour the building and discuss job duties and expectations. Staff and Regal Clean, LLC have come to an agreement on expected job duties and a 2 year contract for services.

As in previous janitorial services, Regal Clean, LLC will supply all equipment and cleaning supplies and the City is responsible for paper products, hand soap, and trash can liners.

The negotiated price for this Monday thru Friday service is \$2,725 per month. The city is currently paying \$2,425 per month, a difference of \$300 per month. It is anticipated that there will be much less staff time involved in overseeing and much more time spent cleaning the facility than in the current situation. This expense is paid from the City Center budget, which is currently able to absorb the additional cost for FY22, as many accounts are presently under budget in that department. If approved, this additional cost will be worked into the FY23 budget proposal.

Recommendation:

Staff recommends approval of the Resolution to approve a contract with Regal Clean, LLC for the janitorial services for the City Hall complex.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING A CONTRACT WITH REGAL CLEAN LLC
FOR THE JANITORIAL SERVICES AT THE CITY HALL AND POLICE
FACILITY**

WHEREAS, the City of Newton has requested bids for janitorial services at the City Hall and Police facilities; and

WHEREAS, notice was published in the Newton Daily News on November 5, 2021 and due to the Administration office by November 19, 2021, and

WHEREAS, the City of Newton Administration office received one bid from Regal Clean, LLC located in Newton, Iowa, and

WHEREAS, both parties have come to an agreement on job duties and expectations for this service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:
That, the attached 2 year contract in the amount of \$2,725 per month with Regal Clean, LLC to provide janitorial services to the City Hall and Police facilities is hereby approved.

PASSED this 6th day of December, 2021.

APPROVED this _____ day of December, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Agreement Between the City of Newton and Regal Clean

THIS AGREEMENT made and entered into this ____ day of December 2021 by and between the City of Newton, Iowa, hereinafter called “City” and Regal Clean hereinafter called “Vendor”.

WHEREAS, the City wishes to obtain the services of the Vendor to provide janitorial services at City Hall and the Police department; and

WHEREAS, the Vendor is equipped and staffed to provide such services beginning January 15, 2022;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

1. The Vendor is engaged in the business of providing janitorial series for commercial, industrial and institutional buildings.
2. The City desires to engage the Vendor for janitorial services of its said building located at 101 West 4th Street South in Newton Iowa.
3. The Vendor does hereby accept the care and janitorial duties of the premises described above and agrees to perform its service for \$2,725.00 per month.
4. The City agrees to pay all invoices provided by the Vendor within 30 days of receipt.
5. The Vendor acts as an independent contractor and not as an agent, associate, or subcontractor of the City. The Vendor alone shall furnish, control, direct and pay all associates hired hereunder and furnish all equipment as agreed and necessary to perform the work under this agreement.
6. The City agrees to purchase and provide all paper supplies, hand soap and can liners for said building.
7. The Vendor shall take all reasonable precautions for the safety of its associates and shall comply with all applicable provisions of federal, state, and municipal safety laws, regulations, and building codes in order to prevent injuries to such associates or damage to the City.
8. The Vendor agrees to provide, maintain and keep in force the following insurance coverage:
 - a) Comprehensive General Public Liability including,
 - Premises – operations liability coverage
 - Products – completed operations liability coverage
 - Independent Contractors liability coverage
 - b) Comprehensive Motor Vehicle Liability
9. Vendor agrees to provide the City with a W9 form for tax purposes.

10. Vendor agrees that all associates pass a background check by the City of Newton Police department before allowing access to any part of the facility.

11. This agreement shall be in effect thru February 14, 2024 and shall be ongoing in the absence of any express written desire by either party to so terminate. It is further agreed that this contract may be terminated by either party at any time, with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

IN WITNESS THEREOF, the City of Newton and Regal Clean have executed this Agreement as of the date indicated below:

For Vendor:

For City of Newton:

By _____
Regal Clean

By _____
Michael L. Hansen, Mayor

Date _____

Date _____