

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S., Newton, IA 50208
Mediacom Channels: 12/85/121.12, Website Streaming:
Newtongov.org / I want to “view” Livestream of City
Council Meetings.

January 17, 2022 6:00 p.m.

- | | |
|------------------------------|--|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Proclamations | 2. Martin Luther King, Jr. Day — January 17, 2022 |
| | 3. Recognizing the Public Service of L.D. Palmer at Newton WaterWorks |
| Presentation | 4. Downtown H-Structure Removal Project, Matt Hansen, Manager of Customer Operations, Alliant Energy |
| Citizen Participation | 5. 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 policies 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 | 6. January 3, 2022 Regular City Council Meeting Minutes |
| | 7. January 3, 2022 Budget Workshop Minutes |
| | 8. Approve Cigarette Permit for New Casey’s 3954, 4343 S 15 th Ave E. |
| | 9. Approve Liquor Licenses for the following: American Legion Newton Post No 111, 1101 W 4 th St S, Class C Liquor License (LC0018906), Outdoor Service, Sunday Sales; Baqara Special Event January 20, 2022, 403 W 4 th St N, Class C Liquor License. |
| | 10. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-01). (Council Report 22-009) |
| | 11. Resolution Approving a Property Tax Rebate for Des Moines Area Community College Property Located Within the North Central Urban Renewal Area. (Council Report 22-010) |
| | 12. Resolution approving replacement of three (3) street lights damaged by strong winds. (Council Report 22-011) |
| | 13. Resolution amending previous Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2125 W 20th St S. (Council Report 22-012) |

Public Hearings

14. Resolution Adjusting the Fee Schedule for the Newton Fire Department Ambulance Service. (Council Report 22-013)
15. Approve Bills
16. Public Hearing on Resolution to Approve Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area. (Council Report 22-014)
 - The City Council of the City of Newton Iowa has created the 1st Avenue East Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal 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 includes updating the Plan to include the Hopkins Properties, L.L.C. Redevelopment Project at 1114 1st Ave. E.
17. Resolution to Approve Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area. (Council Report 22-014)
18. Public Hearing on Resolution Approving Development Agreement with Hopkins Properties, L.L.C., Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. (Council Report 22-015)
 - Hopkins Properties LLC has purchased 1114 1st Avenue East and plans significant improvements with assistance from the City in the form of a 10 year tax rebate not to exceed a total of \$150,000 and a curb appeal grant in the amount of \$50,000.
 - The project will result in a new minimum assessment for the property of \$1.2 million.
19. Resolution Approving Development Agreement with Hopkins Properties, L.L.C., Authorizing Annual Appropriation Tax Increment Payments, and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. (Council Report 22-015)
20. Public Hearing on a Resolution accepting purchase agreement for property at 410 South 6th Avenue West in Newton, Iowa. (Council Report 26-016)
 - The City acquired 410 South 6th Avenue West through the D&D Program. In 2021, Black Hills Energy inquired about a potential location in southwest Newton for installation of equipment to serve the area.
 - The subject property, which measures 25 by 70 feet, was selected to prevent equipment from being placed in the City right-of-way. Black Hills Energy offered a \$4,250.00 purchase price.
21. Resolution accepting purchase agreement for property at 410 South 6th Avenue West in Newton, Iowa. (Council Report 22-016)
22. First Consideration of an Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic

Ordinances

and Parking Schedules Adopted by Reference”, to make changes to street parking in the 300 block of East Twenty-Third Street South. (Council Report 22-017)

- The City received safety concerns regarding parking in the 300 blk. of E 23rd St. S. This section of roadway is 31 feet wide and is not wide enough to safely accommodate parking on both sides and free passage of emergency vehicles during school pick up and drop off operations.
- The Traffic Safety Committee reviewed the situation and recommends restricting parking during school days from 7AM – 4PM on the west side of E 23rd St S from the south curb line of S 3rd Ave E south 425 feet to a posted sign.
- 8 surveys were sent to adjoining properties with 3 residents being in favor and 2 opposed. Staff recommends approval of the ordinance.

Resolutions

23. Resolution to approve the creation of a temporary administrative assistant position in the Police Department and eliminating a temporary administrative assistant position in the Fire Department. (Council Report 22-018)
 - A long-term intermittent leave of absence has left Police Department administrative office short staffed. The current workload is beyond the capacity of the remaining staff to effectively maintain.
 - Staff requests consideration to allow the Police Department to hire a part-time temporary administrative assistant.
 - Staff also requests that the current temporary administrative assistance position in the Fire Department be eliminated.
24. Resolution amending the Snow Removal Policy to allow for vehicle impoundment during citywide snow removal and downtown hauling operations. (Council Report 22-019)
 - Public Works Operations staff continue to have issues with vehicles parked in the Downtown Snow Hauling District during declared snow hauling operations.
 - Illegally parked vehicles make it difficult to fully clear the streets and the accumulated snow and ice creates a potential hazard for motorists and pedestrians. The resolution would update the Snow Removal Policy to allow for impoundment of illegally parked vehicles during snow hauling operations.
25. Resolution Approving 28E Project Agreement Reimbursement #10 to the Des Moines Area Community College Relating to the DMACC Newton Campus Expansion Project. (Council Report 22-020)
 - The City of Newton and DMACC entered into a 28E Agreement in March 2017 in which the City agreed to reimburse DMACC up to \$1,500,000 for certain capital and repair costs in the campus.

- DMACC has submitted a reimbursement request in the amount of \$200,520.32 for payments associated with various costs for tenant improvements and other miscellaneous expenses.
- After payment #10 has been issued, the City of Newton will have met the obligated \$1,500,000 for capital improvements to the DMACC Campus and all other obligations related to the 28E agreement.

Discussion 26. Proposed Park Bond Referendum

Mayor/Council Comments 27.

Adjourn

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

www.NewtonGov.org

PROCLAMATION

A PROCLAMATION RECOGNIZING MARTIN LUTHER KING, JR DAY

WHEREAS, Dr. Martin Luther King, Jr.'s dream of advancing equality and justice for all people helped shape our nation and redirect the dialogue about race for future generations of Americans; and

WHEREAS, born in 1929, during a time of heightened racial discrimination and oppression in the Nation, he excelled in his studies, obtained his doctorate in theology, and served throughout his lifetime as a pastor and peaceful activist; and

WHEREAS, as a natural leader and gifted orator, Dr. King became the voice of America's Civil Rights movement as he brought to light the needs of the poor and championed nonviolence as an effective means to bring forth positive social change; and

WHEREAS, Dr. King was instrumental in strengthening the belief that a person's worth should not be measured by the color of their skin, but by the content of their character; encouraging Americans to honor all persons, look beyond their differences, and come together for the common good; and

WHEREAS, although great progress has been made, more work remains to fully eliminate prejudice and injustice throughout our country, and to meet Dr. King's challenge to "work unceasingly to uplift this nation that we love to a higher destiny, to a higher plateau of compassion, to a more noble expression of humanness"; and

WHEREAS, at the age of 39, Dr. King was assassinated in Memphis, Tennessee on April 4, 1969, cutting short an extraordinary life, and leaving a tragic hole in the fabric of our Nation; and **WHEREAS**, today, as we celebrate Dr. King's birthday, let us remember his legacy as a selfless activist who called upon leaders to ensure equal justice under the law, to uphold our nation's founding principles of life, liberty, and the pursuit of happiness for all people.

NOW, THEREFORE, I, Michael Lee Hansen, MAYOR OF THE CITY OF NEWTON, do hereby proclaim January 17, 2022 as:

Martin Luther King, Jr. Day in Newton, and encourage all Newtonians to reflect on the Dr. King's messages, that are as relevant today as they were four decades ago; to celebrate his tireless efforts to create equality and opportunity for all people, and to participate in activities that improve the Newton community;

Presented this 17th day of January, 2022 by the hand of

Michael L. Hansen, Mayor



PROCLAMATION

A PROCLAMATION HONORING THE LIFE AND WORK OF Lloyd “LD” Dale Palmer II

WHEREAS, LD Palmer has faithfully served the citizens of Newton as a public servant for more than 46 years as the General Manager for Newton Waterworks; and

WHEREAS, LD Palmer served our country honorably in the U.S. Army during the Vietnam era and was stationed in Alaska; and

WHEREAS, LD was an active member of the Newton community. He served on the boards of the Newton Country Club, Newton Booster Club, and Newton Development Corporation. He was also a member of Newton Rotary, the Elks, and the Jaycees; and

WHEREAS, LD was a loving husband, father, and grandfather of three; and

WHEREAS, for all his years of service to our community, county and country, Mr. Palmer served with dedication, competence, and a sense of resolve in his beliefs that left no one to question that belief;

NOW, THEREFORE, I, Michael L. Hansen, Mayor of the City of Newton, do hereby resolve that the Palmer family may be comforted and inspired by the knowledge that your loved one was a faithful and loyal patriot, and is hereby recognized for his many accomplishments and valuable contributions to the City of Newton, and does hereby express its heartfelt appreciation to Lloyd “LD” Dale Palmer II.

Presented this 17th day of January, 2022 by the hand of

Michael L. Hansen, Mayor



REGULAR CITY COUNCIL MEETING MINUTES
JANUARY 03, 2022, 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. Mayor Pro Tem George presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

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

City Attorney Matt Brick presented on Open meetings, open records, Rules of Procedure, conflict of interest, the role of the City Attorney, and the role of the City Council.

There was no citizen participation.

Moved by Hallam, seconded by Ervin to approve consent agenda items 4-13.

4. December 20, 2021 Regular City Council Meeting Minutes
5. December 20, 2021 Budget Workshop Minutes
6. Approve Liquor Licenses for the following: Cardinal Lanes, 1300 S 5th Ave E, Class C Liquor License, Sunday Sales pending staff approval; New Application for Casey's #3954, 4343 S 15th Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales, pending staff approval; Montana Mikes, 1400 W 18th St S, Class C Liquor License, Sunday Sales, pending staff approval.
7. Resolution establishing terms for the Downtown Grant Review Board and appointing Mike Sell to fill an unexpired term. Resolution 2022-001 adopted.
8. Resolution appointing City Clerk and Deputy City. Resolution 2022-002 adopted.
9. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 21-10). Resolution 2022-003 adopted.
10. Resolution cancelling previously awarded contract, and awarding new contract for the City of Newton Parks Roof Repairs Project. Resolution 2022-004 adopted.
11. Resolution to accept proposal and authorize the purchase of a 2022 Type III module ambulance. Resolution 2022-005 adopted.
12. Resolution Setting a Date of Meeting at which it is proposed to approve a Development Agreement with Hopkins Properties LLC, Including Annual Appropriation Tax Increment Payments. Resolution 2022-006 adopted.
13. Approve Bills

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

Moved by Trotter, seconded by Ervin to approve the Third 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. AYES: Six. NAYS: None. Third consideration was approved. Moved by Hallam, seconded by Trotter to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2404 adopted.

Moved by Hallam, seconded by George to approve the 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 300-400 blocks of East Four and One-Half Street South. AYES: Six. NAYS: None. Third consideration was approved. Moved by Trotter, seconded by Ervin to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2405 adopted.

Moved by Ervin, seconded by George to approve the Third 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. AYES: Six. NAYS: None. Third consideration was approved. Moved by Ervin, seconded by Trotter to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2406 adopted.

Moved by Trotter, seconded by George to approve the Third 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 again on the importance of supporting small business owners which includes the food truck vendors and consider the possible barriers this might create. They also asked to consider no fee due to the financial impact. Also, how this would affect the businesses in Legacy Plaza that rely on the food trucks. Discussion ensued. AYES: Four. NAYS: Hallam, Ervin. Third consideration of the Ordinance approved. Moved by Trotter, seconded by George to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2407 adopted.

Moved by Wade, seconded by George to adopt the Resolution establishing the mobile food unit license fee and the premise permit fee. Joe Coen, 623 E 23 St N., Didier, DMACC, Hilary Foster, 2511 N 7th Ave E, Julia Prendergast, DDNA, business owner, all spoke regarding keeping the fee at a reasonable rate to encourage vibrancy and commerce. Discussion ensued about setting an inspection fee only for those that need to be inspected and not for those that had a current inspection from a reputable source. Moved by Trotter, seconded by Ervin, to table the resolution in order to add an inspection fee when required. AYES: Six. NAYS: None. Resolution was tabled.

Moved by Trotter, seconded by Dalton to adopt the Resolution selecting Iowa Inspections, LLC to serve as the inspection service provider for the Newton Rental Housing Inspection Program. AYES: Six. NAYS: None. Resolution 2022-007 adopted.

Moved by Trotter, seconded by George to adopt the Resolution approving a contract with Iowa Inspections LLC to conduct inspections for the Commercial Business/Property Inspection Program. AYES: Six. NAYS: None. Resolution 2022-008 adopted.

Moved by Wade, seconded by Hallam to adopt the Resolution approving pre-payment of costs for utility relocation work needed to adjust existing fiber optic and copper communications lines ahead of the construction of the Newton Airport Taxiway Relocation Project. AYES: Six. NAYS: None. Resolution 2022-009 adopted.

Brian Laube, Community Services Director lead a discussion on the proposed park bond referendum. He asked for feedback regarding the recommended projects to include. Laube will bring a recommendation back to council for approval.

During Mayor/Council comments Ervin spoke regarding the snow removal operations downtown. He noted obstacles that keep staff from being able to do their jobs and recommended bringing changes to the policy that would allow for towing in the downtown area during a snow event.

Moved by Hallam, seconded by Trotter to adjourn the meeting at 7:51 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

BUDGET WORKSHOP MEETING MINUTES
JANUARY 03, 2022, IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING @ 7:55
P.M. CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in special session at 7:55 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor Pro Tem George presided. Present Council Members: Hallam, Dalton, George, Ervin, Trotter, Wade. Absent: None.

Each Department presented on changes to their proposed budget from the previous year.

- a) Police Department – Rob Burdess, Police Chief
- b) Fire Department – Jarrod Wellik, Fire Chief
- c) Library – Nicole Terry, Library Director
- d) Community Services – Brian Laube, Community Services Director
- e) Public Works – Jody Rhone, Public Works Director
- f) Administration – Admin. Services - Katrina Davis, Administrative Services Manager
- h) Administration – Finance/Executive – Lisa Frasier, Finance Officer

Frasier presented on the initial general fund revenue estimate, special revenue funds, and partner contributions.

Moved by Trotter, seconded by Wade to adjourn the meeting at 9:36 PM.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 22-01).

Report Number: 22-009

Date:

January 17, 2022

Summary:

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

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$530.00

Background:

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

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

Recommendation:

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

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

Matt Muckler
City Administrator

RESOLUTION 2022- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 22-01)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 22-01: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 22-01: Assessment for the Expenses for Nuisance Abatement; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 22-01: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 22-01: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of January, 2022.

APPROVED this _____ day of January, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 22-01: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Justin Campbell	826452004	2007 N 5th Ave E	Newton	\$99,960	\$60.00	\$75.00	\$135.00	RODGER'S FARM ADD LOT 24	11/17/2021
Deann Schafer	835201007	209 E 19th St N	Newton	\$103,550	\$150.00	\$75.00	\$225.00	FAIRMEADOWS ADD PHASE 1, LOT 7	11/17/2021
Rakesh Teckchandani	827326044	926 1st St N	Newton	\$83,310	\$95.00	\$75.00	\$170.00	BIGELOW'S SD LOTS 11-12-13	12/10/2021
Total							\$530.00		

City of Newton Council Report



Item: Resolution Approving a Property Tax Rebate for Des Moines Area Community College Property Located Within the North Central Urban Renewal Area

Summary: Resolution Approving Property Tax Rebate to Des Moines Area Community College According to the Approved 28E Agreement

Financial Impact:

\$17,759.27 property tax rebate from the North Central Urban Renewal TIF Fund

Report Number: 22-010

Date: January 17, 2022

Lead Department:
Administration

Recommendation:
Approval

Background:

In March 2017, the City of Newton approved a 28E Agreement with Des Moines Area Community College for the former Maytag Campus located in the North Central Urban Renewal Area. The Agreement states that the City shall rebate any TIF property taxes paid by Des Moines Area Community College or its lessees thru June 30, 2022.

Des Moines Area Community College has provided documentation that the first and second half of the North Central Urban Renewal Area property taxes owed in 2021-22 in the amount of \$17,759.27 has been paid to the Jasper County Treasurer.

Recommendation:

Staff recommends approval of the attached Resolution approving the tax rebate payment to DMACC.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING A PROPERTY TAX REBATE FOR DES MOINES AREA COMMUNITY COLLEGE PROPERTY LOCATED WITHIN THE NORTH CENTRAL URBAN RENEWAL AREA

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

WHEREAS, a 28E Agreement with DMACC was entered into March 7, 2017 on property located at the former Maytag headquarters campus at 403 West 4th Street North within the North Central Urban Renewal Area,

WHEREAS, said Agreement provides that the City provide to the Developer TIF Property Tax Rebates until June 30, 2022, and

WHEREAS, the Developer has paid its property taxes for the first and second half of fiscal year 2021-22 in the total amount of \$20,794, and is eligible to receive a TIF rebate of \$17,759.27;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That, per the terms of the 28E Agreement with Des Moines Area Community College, a property tax rebate for the first and second half of fiscal year 2021-2022 taxes in the amount of \$17,759.27 is hereby approved.

PASSED this 17th day of January, 2022.

APPROVED this _____ day of January, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution approving replacement of three (3) street lights damaged by strong winds.

Summary: To replace street lights damaged by strong winds on 12-15-2021.

Financial Impact: \$12,923.55 from Tort Liability and reimbursed from ICAP insurance.

Report Number: 22-011

Date: January 17, 2022

Lead Department: Public Works Department

Recommendation: Approve

Background:

The City of Newton experienced severe storms on December 15, 2021. The strong winds damaged one (1) street light along the 3300 Blocks of Rusty Wallace Drive and two (2) in the 3300 blocks of Iowa Speedway Drive.

The three (3) street lights are included in the city insurance policy and will be reimbursed through ICAP insurance.

Staff utilizing current specifications for the Iowa Speedway lighting which included the replacement of the three (3) street lights to the local contractor. The following bid was received:

Dealer	Brand	Bid
Van Maanen Electric	Hapco 40'	\$12,923.55

Recommendation:

Approval of the bid amount of \$12,923.55. The street light replacements will be paid using Tort Liability Funds and reimbursed from ICAP insurance.

Matt Muckler
City Administrator

RESOLUTION NO. 2022-_____

**RESOLUTION APPROVING PURCHASE FOR REPLACEMENT OF
THREE (3) STREET LIGHTS DAMAGED BY STRONG WINDS**

WHEREAS, a wind storm on December 15, 2021 damaged three (3) street lights on Iowaspeedway Drive and Rusty Wallace Drive; and

WHEREAS, city staff utilized existing specifications and contacted a local contractor for a bid on the three street lights; and

WHEREAS, based on the desired specifications, the responsive bidder was from Van Maanen Electric of Newton, Iowa in an amount of \$12,923.55 for replacing the three (3) street lights.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase three (3) street lights in the amount of \$12,923.55. The street lights will be paid Tort Liability and reimbursed by ICAP Insurance.

PASSED this ____ day of January 2022.

APPROVED this ____ day of January 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution amending previous Telecommunications Licensing Agreement with Windstream Iowa Communications, LLC – 2125 W 20th St S

Report Number: 22-012

Date:

January 18, 2021

Summary:

Amending a previously approved agreement with Windstream Iowa Communications, LLC to utilize public right-of-way for the extension of an existing communications network.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

\$1,402.50 agreement fee to be paid to the City by Windstream.

Background:

Windstream Iowa Communications, LLC of Little Rock, Arkansas is proposing an extension of their existing telecommunications system in Newton. The proposed route will begin at an existing fiber optic line along the south side of S 24th Ave W at W 20th St S then continues north along the east side of W 20th St S 680 feet then runs west underneath W 20th St S, then continues north and west along W 20th St S to a proposed pedestal before continuing south onto private property.

The proposed underground portion of the route includes 1,225 LF of improvements in the City of Newton right-of-way. Based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012, the licensing fee for the portion of this line in City of Newton right-of-way is \$1,402.50.

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

Council previously approved a similar project proposed by Windstream for this location at the January 17, 2021 council meeting, resolution 2021-011, that project was canceled and is being replaced with this modified project.

Recommendation:

Approval of the telecommunications licensing agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

Matt Muckler
City Administrator

RESOLUTION 2021- _____

**RESOLUTION AMENDING PREVIOUS TELECOMMUNICATIONS LICENSING
AGREEMENT WITH WINDSTREAM IOWA COMMUNICATIONS, LLC –
2125 W 20TH ST S**

WHEREAS, Windstream Iowa Communications, LLC of Little Rock, Arkansas has requested the use of City owned right-of-way for the construction and maintenance of a telecommunications system; and

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

WHEREAS, said telecommunications system begins at an existing fiber optic line along the south side of S 24th Ave W at W 20th St S then continues north along the east side of W 20th St S 680 feet then runs west underneath W 20th St S, then continues north and west along W 20th St S to a proposed pedestal before continuing south onto private property; and

WHEREAS, the proposed underground portion of the route includes 1,225 LF of improvements in the City of Newton right-of-way; and

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

WHEREAS, based on the rates City Council established in Resolution No. 2012-034 passed on April 16, 2012; the licensing fee for the portion of this line in City of Newton right-of-way is \$1,402.50; and

WHEREAS, Council previously approved a similar project proposed by Windstream for this location at the January 17, 2021 council meeting resolution 2021-011, that project was canceled and is being replaced with this modified project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the City hereby authorizes the Mayor and City Clerk to execute the attached Licensing Agreement with Windstream Iowa Communications, LLC of Little Rock, Arkansas.

PASSED this _____ day of January, 2022.

APPROVED this _____ day of January, 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

A LICENSE TO UTILIZE PUBLIC RIGHT-OF-WAYS FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A FIBER OPTIC NETWORK

SECTION 1. DEFINITIONS

- a. "City" shall mean the City of Newton, Iowa and, where appropriate, shall include its officers, employees and agents.
- b. "Public Improvements" shall mean any improvements as defined in Code of Iowa Section 384.95, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto, and in addition public utilities, on Public Property.
- c. "Public Property" shall mean City-owned or controlled public rights-of-way, easements, bridges, squares or commons.
- d. "Licensee" shall mean Windstream Iowa Communications, LLC and shall include all equipment owned, operated, leased or subleased in connection with the operation of the network, and shall include but not be limited to poles, overhead or underground wires, pipes, overhead or underground cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures or appurtenances.

SECTION 2. BASIC GRANT

Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace and retain a communications system in, under, upon, along and across the Public Property shown and identified in Exhibit A hereto, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.

SECTION 3. TERM OF LICENSE

This License shall consist of two separate duration periods, a construction period and a maintenance period. Both periods commence on the execution of the license by both parties.

Construction – Licensee shall have a period of 18 months to put into place the utilities, which Licensee has provided the details on pursuant to other sections of this License.

Maintenance - Licensee shall have the right under this License, after providing proper notice to the City, to maintain/repair its existing utilities. The expansion of (either in geography or in size/capacity) or upgrading of the utility is not considered maintenance/repair.

SECTION 4. FEES REQUIRED

a. Licensee shall pay the City an administrative license fee in the amount of \$1,402.50 (One Thousand Four Hundred and Two dollars and Fifty cents) for locations of new underground infrastructure, payable upon execution of this License, for use of the public property as shown in Exhibit "A" during the term of this License.

b. If during the term of this License the City enacts an Ordinance requiring compensation from telecommunications providers on a competitively neutral and

nondiscriminatory basis for use of public property Licensee shall within sixty (60) days after request by City pay the fees required by such Ordinance, with the effective date of said ordinance being the starting date for the accrual of fees. Any fees paid during the term of this License, however, shall be credited toward the fees required by the Ordinance. If the Ordinance enacted requires fees for this transaction which are less than \$1,402.50, the City shall refund the excess of \$1,402.50 over the fees required under such Ordinance, provided, however, that in no event shall the amount refunded exceed the sum of \$2,000.00.

SECTION 5. PERMIT PROCESS FOR INSTALLATION, REPAIR, EXTENSION OR EXPANSION OF THE NETWORK

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system in the City, the Licensee shall file with the Public Works Department of the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The statement shall be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys and the location of other utilities, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground it is proposed to repair or to lay the same. If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any public improvements or any existing public utility system component, or other structure upon or under public property, the Public Works Director shall within 30 days after the filing of such plan, map or specifications, note the changes necessary, eliminate all interference with a public improvement or existing public utility system facility and refer the same back to the Licensee for amendment. Such map, plan or specifications, when properly changed and corrected, shall be filed in the Public Works Department, and after the approval of the same by the Public Works Director, a permit shall be issued authorizing the Licensee to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erection shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in the Newton City Code, and all work shall be in accordance with the approved maps, plans or specifications.

SECTION 6. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in public property at any time or for any purpose by the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). All pavement taken up or damaged or other disturbed areas shall be properly and speedily replaced in accordance with the City's Regulations. As a condition to use of Public Property, the Licensee shall at its own expense repair any private property, utility system component, public improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If the Licensee fails to repair or arrange with the City for the proper repair of any Public Property after excavations have been made, and after seven days' notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee.

SECTION 7. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public property for purposes of routine repair, replacement, and maintenance of poles, wires, or other excavations. The Licensee shall obtain a permit pursuant to City Ordinances and Regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the Public Works Director with notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in accordance with the existing City Ordinance in performing such work. In emergencies which require immediate excavation the Licensee may proceed with the work without first applying for the permit, provided, however, that the Licensee shall apply for and obtain the permit as soon as possible after commencing such emergency work.

If the Licensee fails to comply with the provisions of the City Code the City may repair or restore the public property to a condition as good as the condition of the property prior to the disturbance by the Licensee and the Licensee shall pay the costs of such repair or restoration. The Licensee shall pay to the City its costs and charges for such work within thirty days after receipt of the City's billing.

SECTION 8. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any public property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties. Nothing in this License shall be construed as to relieve any other person or corporation from liability for damage to the Licensee's facilities.

SECTION 9. LICENSEE CONTRACTORS

The requirements of the License shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 10. CONDITIONS OF STREET OCCUPANCY

This fiber optic cable systems and other components of the facilities erected by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon public property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin public property.

The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the Public Works Director.

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction,

maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may cause the Licensee facilities to be relocated or removed, and the costs thereof shall be to the Licensee and shall be paid as provided in Section 6 hereof.

The Licensee shall not place its facilities in the public property where the same will interfere with the normal use or maintenance of any public improvement including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public utility facility.

Upon request, the Licensee agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner, but not more than forty-eight hours after the time of request. As a condition of this License the Licensee shall enroll as a member of the 'Iowa One-Call System' and shall respond to all requests and notifications placed to the toll free 'One-Call' number.

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation with sod in conformance with city ordinances and in accordance with standard local practices for placing sod.

SECTION 11. POWERS OF CITY

Nothing in this License shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 12. PLANS AND COORDINATION

Upon completion of the work the Licensee shall promptly furnish to the City copies of 'as-built' plans related to its facilities located on Public Property.

The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this License.

SECTION 13. VIOLATIONS OF LICENSE

Upon evidence being received by the City that a violation or breach of this License or violation of codes or ordinances lawfully regulating the Licensee in the operation of its facilities, or in the use of public property therefore is occurring or has occurred, (hereinafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred the City may take appropriate steps to secure compliance with the terms of this License or the codes or ordinances.

The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty days after receipt of such notice; provided, however, where any such default cannot reasonably be cured within such thirty (30) day period, if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for

curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

If the Licensee fails to cure a default within the time allowed the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself, or through a contractor, and charge the costs of such work to the Licensee; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii) and (iii).

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be set by the City. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

SECTION 15. SEVERABILITY

In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this License or their validity or legality, and this License in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this License.

SECTION 16. ASSIGNMENT

Neither party shall assign or otherwise transfer this License or any of its rights and interest to any firm, corporation or individual without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this License, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party, or any lease, sublease, indefensible right of use, or sale or transfer of, conduit, fiber or similar facilities with Licensee's telecommunication system to any third party users of such facilities.

SECTION 17. VACATION OF STREETS AND ALLEY

So long as the Licensee exercises the rights granted to it hereunder the City will not, by

ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this License, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City:

Newton Public Works Director
403 W 4th St N - Suite 501
Newton, Iowa 50208

If to Licensee:

Windstream Iowa Communications, LLC
4001 N Rodney Parham Rd.
Little Rock, AR 72212

Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on the date of mailing in done by certified mail, or otherwise on the date actual notice is received.

SECTION 19. TELECOMMUNICATIONS ACT

This License is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934 as amended, the Telecommunications Act of 1996 as amended and the Rules and Regulations of the FCC. Neither City nor Licensee waive any rights they may have under any such laws, rules or regulations.

This LICENSE is entered into as of the _____ day of _____, 20____.

LICENSEE

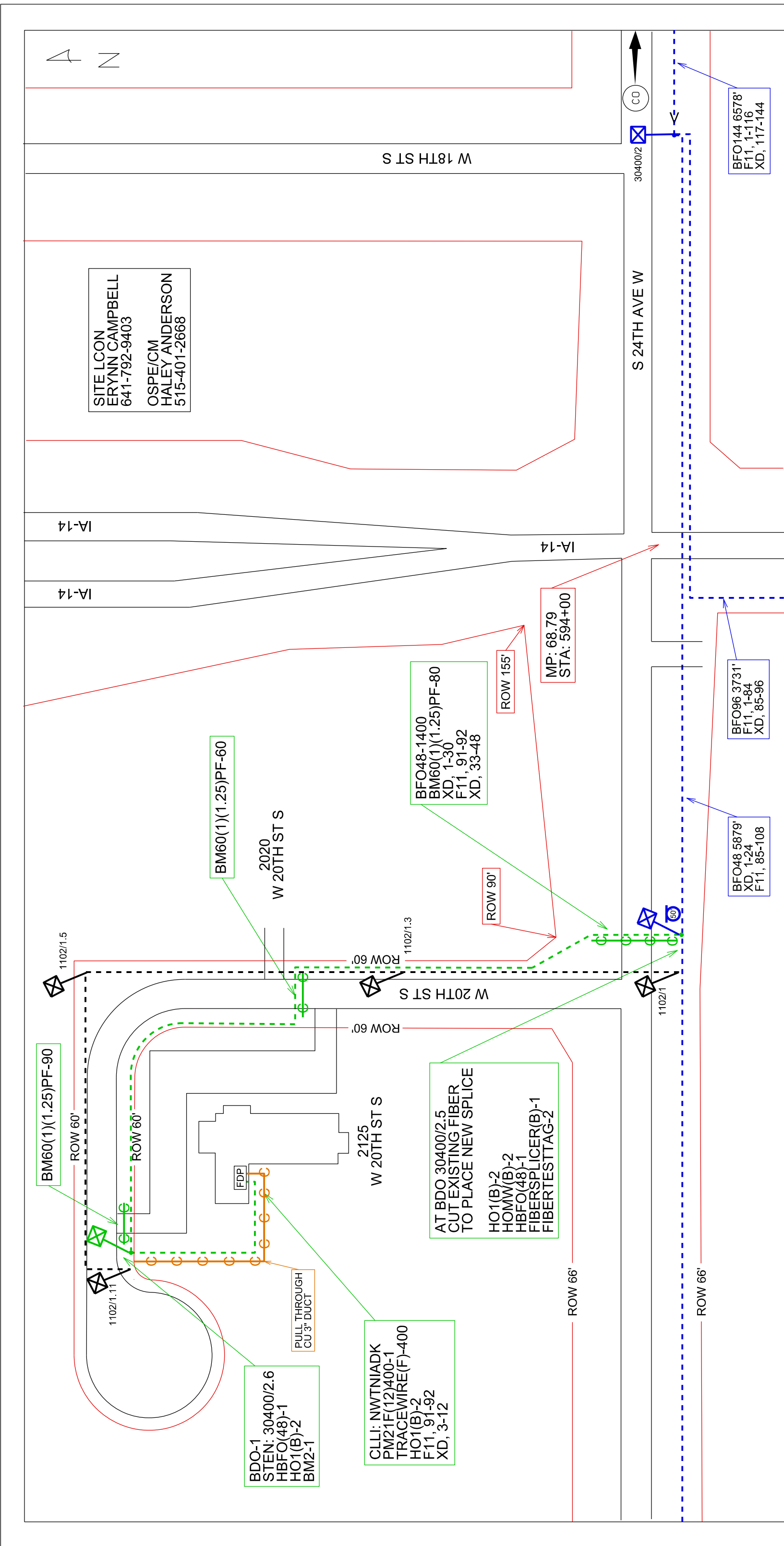
CITY OF NEWTON

By: _____

By: _____
Michael L. Hansen, Mayor

Title: _____

Attest: _____
City Clerk



UNIT CODE	ESTIMATED QUANTITY	AS BUILT QUANTITY	NOTE AREA:	
			NOTE AREA: BORE 48 FIBER NORTH FROM EXISTING BDO 30400/2.5, PLOW TO DRIVE, BORE ACROSS STREET. PLOW ALONG CURVE UNTIL DRIVE, BORE ACROSS TO PROPOSED BDO NEAR EXISTING COPPER PED. PULL FIBER THROUGH CUSTOMER DUCT TO SERVER ROOM. THIS WILL REQUIRE CITY PERMIT AND NIGHTTIME MOP.	
			 windstream ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.	
			CALL ONE-CALL: 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION.	
			EXCH NAME: NEWTON	DATE: 12/22/21
			WO#:	713412202-00000
			TITLE:	FB NWTNIA FB NWTNIA FARM CREDIT SVCS 2125 W 20TH S
			CUST: AUDREY JUHLIN	ENG: HNA
			PRINT #:	1 OF 1

City of Newton Council Report

Item: Resolution Adjusting the Fee Schedule for the Newton Fire Department Ambulance Service

Summary: Each year the ambulance rates are adjusted to align with Medicare rates.

Financial Impact: Minimal.



Report Number: 22 -013

Date: January 17, 2022

Lead Department:
Fire Department

Recommendation:
Approve

BACKGROUND

The Newton Fire Department provides ambulance service for a fee to the citizens and visitors of Newton. Each year the fee schedule is reviewed and revised based on increases or decreases to the Medicare fee schedule. Medicare releases the new rate schedule each year around the 1st of January. Rates this year increased by approximately 0.25%. Wellmark is the largest insurance provider that reimburses the Newton Fire Department for ambulance service. Wellmark establishes their rate schedule based on a factor of 1.7 times the established Medicare rates. The proposed charges for the Newton Fire Department Ambulance Services are based on 1.75 times the established Medicare rates which is a factor approved by City Council in 2012. The last time the rates were adjusted was 1/18/2021 by City Council. The Newton Fire Department requests that Council adopt the proposed changes to the fee schedule to be place in effect immediately upon approval:

AMBULANCE RATES PROPOSAL

Last Updated through Council - 1/18/2021

Level of Service	Current Rate	Wellmark Reimb. 7/1/2020	Medicare Reimb. 1/1/2022	Charges Proposed Upon App.
BLS (Non-Emergency)	\$392.00	\$387.00	\$235.24	\$412.00
BLS (Emergency)	\$627.00	\$620.00	\$376.38	\$659.00
ALS (Non-Emergency)	\$470.00	\$465.00	\$282.29	\$494.00
ALS (Emergency)	\$744.00	\$735.00	\$446.95	\$782.00
ALS-2	\$1,077.00	\$1,065.00	\$646.91	\$1132.00
SCT	\$1,273.00	\$1,258.00	\$764.52	\$1338.00
Mileage (Per Loaded Mile)	\$13.50	\$13.00	\$ 8.10/\$12.10	\$14.00

RECOMMENDATION

Staff recommends City Council approval of the Resolution adjusting rates charged for ambulance service as presented.

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 2022 - _____

RESOLUTION ADJUSTING THE FEE SCHEDULE FOR THE NEWTON FIRE DEPARTMENT AMBULANCE SERVICE.

WHEREAS, the Newton Fire Department provides ambulance service to the citizens of the City of Newton; and

WHEREAS, the Newton Fire Department has developed a list of base charges for this service; and

WHEREAS, each year the Newton Fire Department reviews these rates and adjusts them accordingly in congruence with Medicare and established insurance company reimbursement rates; and

WHEREAS, the rates are to be adjusted per the following fee schedule:

AMBULANCE RATES PROPOSAL

Last Updated through Council - 1/18/2021

Level of Service	Current Rate	Wellmark Reimb. 7/1/2020	Medicare Reimb. 1/1/2022	Charges Proposed Upon App.
BLS (Non-Emergency)	\$392.00	\$387.00	\$235.24	\$412.00
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ALS (Emergency)	\$744.00	\$735.00	\$446.95	\$782.00
ALS-2	\$1,077.00	\$1,065.00	\$646.91	\$1,132.00
SCT	\$1,273.00	\$1,258.00	\$764.52	\$1,338.00
Mileage (Per Loaded Mile)	\$13.50	\$13.00	\$ 8.10/\$12.10	\$14.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, to accept the fee schedule for ambulance service from the Newton Fire Department for the fiscal year beginning immediately upon approval.

PASSED this _____ day of January 2022.

APPROVED this _____ day of January 2022.

Michael L. Hansen, Mayor

(SEAL)

ATTEST:

Katrina A. Davis, City Clerk

City of Newton Disbursements 01-18-22

Vendor	Department	Description	Amount
AAAS	Library	Subscription	\$ 521.00
Ahlers & Cooney P C	Legal Services	Service	\$ 88.50
Alliant Energy/IPL	All	Utility	\$ 44,799.67
Allied Oil & Supply Company	Street	Supplies	\$ 380.01
Amazon Capital Services	All	Supplies	\$ 2,090.39
American Business Phones	Public Works Administration	Supplies	\$ 55.00
Baker & Taylor	Library	Books	\$ 4,817.67
Baker & Taylor Entertainment	Library	DVDs	\$ 539.10
Barney's Wrecker & Crane	Police	Service	\$ 420.98
Blackstone Publishing	Library	Books	\$ 87.98
Bound Tree Medical LLC	Fire	Supplies	\$ 946.43
Caldwell Brierly & Chalupa PLLC	D&D Program	Service	\$ 3,175.80
Card Services	All	Service	\$ 3,176.40
Carl's Window Service	Library	Service	\$ 90.00
Carolina Software	Landfill	Service	\$ 500.00
Cengage Learning	Library	Books	\$ 74.37
Center Point Large Print	Library	Books	\$ 25.87
Christensen, Jamis	Parks	Reimbursement	\$ 400.00
Cintas	All	Supplies	\$ 645.48
Civic Systems LLC	Finance	Service	\$ 6,644.00
Clapsaddle-Garber Assoc	Airport	Service	\$ 2,467.23
Coastal Netting Company	Landfill	Supplies	\$ 605.86
Computer Resource Specialists	Administration	Service	\$ 90.00
Contech Engineered Solutions	Storm Water	Supplies	\$ 1,403.49
Demco Inc	Library	Supplies	\$ 290.60
Diamond Vogel Inc	Parks/Fire	Supplies	\$ 143.09
Dinges Fire Company	Fire	Supplies	\$ 246.80
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 6,088.53
Electric Pump	Water Pollution Control	Supplies	\$ 6,025.67
EZ Lease	Fire	Service	\$ 143.01
Fastenal	City Garage	Supplies	\$ 192.68
FBG Service Corporation	Library	Service	\$ 1,644.00
Forbes	All	Supplies	\$ 469.94
Galls LLC	Fire	Supplies	\$ 128.43
Garcia, Jose	Police	Training	\$ 680.96
Gralnek-Dunitz	Fire	Supplies	\$ 29.75
Gregg Young Auto Center	Police	Service	\$ 939.38
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 3,500.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 666.60
Heisdorffer, Rex	Fire	Reimbursement	\$ 365.00
Hillyard / Des Moines	Fire	Supplies	\$ 400.85
Home Depot Pro	Parks	Supplies	\$ 87.40
Homeguard Security Alarm	Parks	Service	\$ 170.00
Hornung's	Golf	Merchandise	\$ 129.34
IMWCA	All	Insurance	\$ 26,260.00
Iowa Park & Recreation Association	Parks	Association Dues	\$ 1,095.00

Iowa Prison Industries	Police/Street	Supplies	\$ 1,628.00
Iowa State University Registration	Street	Training	\$ 810.00
Iowa Turfgrass Institute	Parks	Conference	\$ 490.00
Isolved Benefit Services	Finance	Service	\$ 93.07
J & M Roofing & Maintenance	Library	Maintenance	\$ 365.00
JETCO Inc	Water Pollution Control	Supplies	\$ 407.50
John Lee Photography	Community Marketing	Supplies	\$ 100.00
Johnson Aviation	Airport	Reimbursement	\$ 48.14
Keltek Incorporated	Fire	Service	\$ 280.00
Key Cooperative	All	Fuel	\$ 13,896.63
Kirkus Media	Library	Subscription	\$ 199.00
Laube, Brian	Parks	Supplies	\$ 111.24
Liebl Marketing Group	North Central TIF	Service	\$ 2,778.00
Magnum Automotive	Police	Service	\$ 166.90
Mediacom	Golf	Utility	\$ 109.95
Menards-Altoona	Parks	Supplies	\$ 249.00
Metro Waste Authority	Landfill	Service	\$ 8,192.10
MG Laundry Corporation	City Center	Service	\$ 88.65
MSA Professional Services Inc	Planning & Zoning	Service	\$ 9,200.00
NAPA Auto Parts	All	Supplies	\$ 1,388.73
News Printing Company	All	Service	\$ 1,042.65
Newton Clinic	Fire	Service	\$ 252.00
Newton News	Police	Publications	\$ 132.00
Northern Tool / BlueTarp Financial Inc	Water Pollution Control	Supplies	\$ 188.00
O'Halloran International	City Garage	Supplies	\$ 441.27
O'Reilly Auto Parts	Golf	Supplies	\$ 138.01
Parkview Animal Hospital	Animal Control	Service	\$ 2,000.00
Petty Cash - Parks	Parks	Reimbursement	\$ 11.10
Pioneer Supply Company	Street	Service	\$ 18.90
Police Technical	Police	Training	\$ 350.00
Popenhagen, Nathan	Police	Training	\$ 83.15
Power Process Equipment Inc	Water Pollution Control	Supplies	\$ 1,193.64
Preferred Pest Control Inc	Library	Service	\$ 350.00
Premier Office Equipment	Police	Service	\$ 340.99
Quill Corporation	Public Works Administration	Supplies	\$ 927.06
Ray, Randy	SSMID District	Service	\$ 250.00
Reliant Fire Apparatus Inc	Fire	Service	\$ 346.50
Safety Coalition of Central Iowa	Administration	Training	\$ 498.60
Secretary of State	Library	Fees	\$ 60.00
SESAC	Parks	License	\$ 513.00
Smith Quality Rental	Parks	Rental	\$ 250.00
Sons of Liberty Gun Works	Police	Equipment	\$ 7,740.00
Spahn & Rose Lumber Co	All	Supplies	\$ 1,520.58
Springer Professional Home Services	Library	Service	\$ 53.00
Superior Welding Supply	City Garage	Supplies	\$ 77.11
Taylor Made Golf	Golf	Merchandise	\$ 196.58
Terracon Consultants Inc	North Central TIF	Service	\$ 2,390.82
The Police and Sheriffs Press	Police	Supplies	\$ 17.58
Theisen's	All	Supplies	\$ 608.32

Theisen's Marshalltown	Landfill	Clothing	\$ 119.99
Tompkins Industries Inc	Water Pollution Control	Supplies	\$ 341.36
True Value Hardware	All	Supplies	\$ 255.81
Two Rivers Cooperative	All	Fuel	\$ 6,994.21
Unique Management Services	Library	Collections	\$ 50.00
United States Cellular	All	Service	\$ 1,234.94
UnityPoint Clinic-Occupational	Street	Service	\$ 42.00
University of Iowa Surplus	Police	Supplies	\$ 1,620.00
University of Louisville	Police	Training	\$ 1,375.00
Van Maanen Electric Inc	Airport	Service	\$ 273.38
Van Wall Equipment	Parks	Supplies	\$ 939.84
Volk, Ryan	Fire	Reimbursement	\$ 103.18
Warnick & Reeves Mechanical	Airport	Service	\$ 580.00
Water Department	All	Utility	\$ 11,036.76
Windstream	All	Utility	\$ 968.53
Yankee Hill Machine Co Inc	Police	Equipment	\$ 849.20
Ziegler Inc	Water Pollution Control	Supplies	\$ 851.24
Zoll	Fire	Supplies	\$ 364.98

Total: **\$ 214,335.45**

Pre-Authorized Payments

Forbes, Gary	Capital - N Central TIF Reso 21-154	Micro-Grant	\$ 18,250.00
Black Hills Energy	All	Utility	\$ 3,886.85
Water Department	All	Utility	\$ 127.32
Windstream	Airport	Utility	\$ 66.40
United States Cellular	All	Utility	\$ 259.75

Total: **\$ 22,590.32**

ACH Payments from Great Southern Bank

Advantage Credit Union	Insurance	All	\$ 14,210.00
Bank Iowa	Insurance	All	\$ 5,510.00
Great Southern Bank	Insurance	All	\$ 290.00
Kabel	Insurance	All	\$ 50.00
Met Life Dental	Insurance	All	\$ 10,671.74
Mutual of Omaha	Insurance	All	\$ 4,325.53
Payroll 12-30-21	Payroll	All	\$ 443,207.35
Wellmark BC/BS	Insurance	All	\$ 174,985.93

Total: **\$ 653,250.55**

City of Newton Council Report

Item: Resolution to Approve Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal Area

Summary: Approval of a Plan Amendment for the 1st Ave East Urban Renewal Area

Financial Impact:

No Financial Impact, this Action Amends the 1st Avenue East Urban Renewal Plan for Future Projects and Expenditures



Report Number: 22-014

Date: January 17, 2022

Lead Department:
Administration

Recommendation:
Approval

Background: The City Council of the City of Newton Iowa has created the 1st Avenue East Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal 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 updates as follows:

- Hopkins Properties, L.L.C. Redevelopment Project, 1114 First Avenue East
 - o 10-year tax rebate on new value created (with minimum assessment agreement). The tax rebate schedule would be as follows: 3 years at 100%, three years 80%, and four years at 50%
 - o Provision of a reimbursement curb appeal grant provided a 1:1 match is met, not to exceed \$50,000.

Recommendation:

Staff recommends approval of the resolution to amend the 1st Avenue East Urban Renewal Plan.

A handwritten signature in black ink, appearing to read "Matt Muckler", is written over a light blue horizontal line.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 - _____

Resolution to Approve Urban Renewal Plan Amendment for the 1st Avenue East Urban Renewal 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 1st Avenue East Urban Renewal 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 Hopkins Properties LLC in connection with the redevelopment of an existing commercial building; 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 January 17, 2022; 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 30th day of December 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. The Project described in the Amendment is necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area; and

D. 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 January 17, 2022.

Mayor

Attest:

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
1ST AVENUE EAST URBAN RENEWAL AREA

January, 2022

The Urban Renewal Plan (the “Plan”) for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying a new urban renewal project 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 descriptions:

A.

Name of Project: Hopkins Redevelopment Project

Name of Urban Renewal Area: 1st Avenue East Urban Renewal Area

Date of Council Approval of Project: January 17, 2022

Description of Project and Project Site: Hopkins Properties LLC (the “Developer”) will undertake the redevelopment of an existing commercial building (the “Project”) on certain real property situated at 1114 1st Avenue East in the Urban Renewal Area (the “Redevelopment Property”).

It has been requested that the City provide tax increment financing assistance to the Developer 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 Developer 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 \$150,000, 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 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 \$208,000, 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>\$46,229,400</u>
Outstanding general obligation debt of the City:	<u>\$31,466,200</u>
Proposed maximum indebtedness to be incurred in connection with this January, 2022 Amendment:	<u>\$ 208,000*</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 Hopkins Properties LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Summary: Hopkins Properties LLC has purchased 1114 1st Avenue East and plans significant improvements with assistance from the City in the form of tax rebate and curb appeal grant

Financial Impact: \$50,000 Reimbursement Curb Appeal Grant and tax rebates not to exceed \$150,000.



Report Number: 22-015

Date: January 17, 2022

Lead Department: Community Development

Recommendation:
Approval

Background:

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

Hopkins Properties LLC has purchased the strip mall located at 1114 1st Avenue East. With economic development assistance from the City of Newton, the property owner plans significant improvements to the building. The development agreement includes a minimum assessment required of \$1,200,000.00 for the property (currently gross assessed at \$745,440). The agreement provides a tax rebate schedule over 10 years with a total not to exceed amount of \$150,000.00. It also provides for a curb appeal grant of \$50,000.00.

Recommendation: Staff recommends approval.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 - _____

Resolution Approving Development Agreement with Hopkins Properties LLC,
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 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (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 Hopkins Properties LLC (the “Company”) has been prepared, pursuant to which the Company would undertake the redevelopment of an existing commercial building in the Urban Renewal Area (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 \$150,000; 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 January 17, 2022, 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 "Hopkins Properties LLC 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 0834231032.

Section 5. The City hereby pledges to the payment of the Agreement the Hopkins Properties LLC 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 Hopkins Properties LLC 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 Hopkins Properties LLC 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 January 17, 2022.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Newton, Iowa (the “City”) and Hopkins Properties LLC (the “Developer”) as of the ____ day of _____, 2022 (the “Commencement Date”).

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

WHEREAS, the Developer 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 Developer has proposed to undertake the redevelopment of an existing commercial building on the Property (“the Project”); and

WHEREAS, the Developer 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 Developer in paying the costs of undertaking the Project; and

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project. The Developer agrees to undertake the Project on the Property. The Developer agrees that the Project will minimally include the improvements (the “Required Improvements”) as set forth on Exhibit B hereto. The Developer 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 Developer further agrees to substantially complete such construction by no later than _____, 2022.

The Developer agrees to use the completed Project in its business operations throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

Further, the Developer agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and

tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Ownership of Property; Use of Project; Developer's Annual Report.** The Developer agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 15th during the Term (as hereinafter defined) commencing October 15, 2022, demonstrating that (i) the Business Operations Requirement is being met; and (ii) the Developer owns the Property, including the Project. The Developer agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report. The first Annual Report submitted by the Developer shall also include documentation demonstrating, to the satisfaction of the City, that the Developer has completed the Required Improvements.

3. **Minimum Assessment Agreement.** The Developer 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 Two Hundred Thousand (\$1,200,000) (the "Minimum Assessed Valuation") as of January 1, 2022 (the "First Valuation Date"). It is intended by the Developer 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 Developer 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 Developer agrees that it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

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

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

The Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2022, an amount (the “Developer’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 Developer’s Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Developer’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 Developer 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 Developer, and any successor in interest to the Developer, 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 Developer must obtain and continuously maintain, provided that the Developer 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 Developer.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Developer 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 Developer, 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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to maintain compliance with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Developer to enter into the Assessment Agreement.
- (v) Failure by the Developer 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 Developer 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 Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer 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 Developer 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) Withhold the Payments provided for under Section B.2 below.

11. Legal and Administrative Costs. The Developer 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 Developer 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 Developer’s obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the “Payments” and, individually each, a “Payment”) to the Developer 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 \$150,000 (the “Maximum Payment Total”). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

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

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

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property

Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer'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 Developer 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 Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2033.

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

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

C. Administrative Provisions

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

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

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2033 or on such earlier date upon which the aggregate sum of Payments made to the Developer 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 Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

HOPKINS PROPERTIES LLC

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Newton, Jasper County, State of Iowa bearing Jasper County Property Tax Parcel Identification Number 0834231032.

EXHIBIT B
REQUIRED IMPROVEMENTS

EXHIBIT C
MINIMUM ASSESSMENT AGREEMENT

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

Preparer Information: (name, address and phone number)

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

Return Document To:

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

City:

City of Newton, Iowa

Property Owner:

Hopkins Properties LLC

Legal Description:

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2022, by and among the City of Newton, Iowa (the “City”), Hopkins Properties LLC (the “Property Owner”), and the County Assessor of Jasper County (the “Assessor”).

WITNESSETH

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

WHEREAS, the Property Owner has undertaken the redevelopment of an existing commercial building on the Property (the “Project”); and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2022, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in the Project on the Property; and

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

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

1. Effective January 1, 2022, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be One Million Two Hundred Thousand Dollars (\$1,200,000) until termination of this Agreement.

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

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

taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF NEWTON, IOWA

By: _____
Mayor

Attest:

City Clerk

HOPKINS PROPERTIES LLC

By: _____

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, 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 _____,
2022 by _____ the _____ of Hopkins
Properties LLC, an Iowa limited liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than One Million Two Hundred Thousand Dollars (\$1,200,000) until termination of the Agreement.

County Assessor for Jasper County,
State of Iowa

Subscribed and sworn to before me this ____ day of _____, 2022.

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 _____, 2022 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

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

EXHIBIT D

DEVELOPER'S ESTIMATE WORKSHEET

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

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

EXHIBIT E
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Grant Amount Requested \$_____

Index of Invoices/Statements Attached to substantive request:

[illegible]

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.

HOPKINS PROPERTIES LLC

By:_____

Title: _____

Reviewed and accepted by the City of Newton, Iowa this _____ day of _____, 2022.

By:_____

City Clerk

City of Newton Council Report

Item: Resolution accepting purchase agreement for property at 410 South 6th Avenue West in Newton, Iowa

Summary: The City acquired this property through the D&D Program. Black Hills Energy inquired about a potential location in SW Newton for installation of equipment to serve the area. The subject property was selected to prevent equipment from being placed in the City ROW.

Financial Impact: Cost Recovery, \$4,250.00



Report Number: 22-016

Date: January 17, 2021

Lead Department: Community Development Department

Recommendation: Approve

The City of Newton acquired the subject property through the Newton D&D program.

Black Hills Energy has the need to place some equipment somewhere in the neighborhood of South 5th and South 6th Avenue West. Initially, they had asked to place some bulky equipment in the City ROW, which may have ended up being in front of somebody's house. City staff worked with Black Hills Energy to find an alternate solution.

Instead, Black Hills Energy has offered \$4,250.00 to purchase the property at 410 South 6th Avenue West. This property is accessed by a City-owned alley and would allow for placement of the needed equipment without being installed in front of somebody's home.

The subject property is 25 x 70 feet. The abutting city-owned corner lot is developable.

The City has given the requisite Public Hearing notice for selling land, per Council action. Public notice has been published in the *Newton Daily News* (December 28, 2021), inviting interested parties to submit proposals for the lot. Only the offer from Black Hills Energy has been received.

Funds received from the sale of D&D land return to the D&D program for use on other acquisitions and/or demolitions.

Recommendation: Staff recommends approval the sale of 410 South 6th Avenue West to Black Hills Energy.

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

Matt Muckler
City Administrator

410 South 6th Avenue West



RESOLUTION NO. 2022 – _____

**RESOLUTION ACCEPTING PURCHASE AGREEMENT FOR
PROPERTY AT 410 SOUTH 6TH AVENUE WEST IN NEWTON, IOWA**

WHEREAS, Black Hills Energy Gas Utility, LLC, has submitted a proposal to purchase, for \$4,250.00, certain property owned by the City of Newton, Iowa located at 410 South 6th Avenue West, located in Newton, Iowa and 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 a public hearing before selling or disposing of real estate, and,

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

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

Section 1: That the attached Purchase Agreement for Property Located at 410 South 6th Avenue West between the City and the purchasing party, Black Hills Energy Gas Utility, LLC, be approved and accepted, subject to the restrictions in the Agreement and that the agreement be executed.

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

PASSED this _____ day of January, 2022.

APPROVED this _____ day of January, 2022.

(Seal)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") for sale of property owned by the City of Newton at **410 South 6th Avenue West**, is made on or as of the _____ day of _____, 2022, by and between the City of Newton, Iowa (hereinafter "City"), and Black Hills Iowa Gas Utility Company, LLC (hereinafter "Purchaser"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of **Four Thousand and Two Hundred and Fifty** Dollars **(\$4,250.00)** (hereinafter "Purchase Price"). The cash payment representing the full Purchase Price shall be delivered to the City simultaneously with the delivery of the deed conveying the Property to the Purchaser.

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

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

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

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.

SECTION 5. CONVEYANCE OF PROPERTY.

a) Form of Deed. The City shall convey title to the Property to the Purchaser by Warranty Deed. Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

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

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

SECTION 6. RIGHT OF FIRST REFUSAL. If Purchaser (a) does not construct any improvements on the Property and (b) decides, in its sole discretion, to divest itself of the Property, then the Seller shall have a Right of First Refusal to purchase the Property for the Purchase Price listed above, as provided in this Section. Purchaser shall first give Seller written notice of such decision to divest itself of the unimproved Property, with such notice giving Seller the right to acquire the Property. Seller shall have a period of thirty (30) days after receipt of Purchaser's notice to exercise Seller's Right of First Refusal by notifying Purchaser in writing of its exercise of the Right of First Refusal. If Seller has not exercised its Right of First Refusal in writing to Purchaser within such thirty (30) day period, such Right of First Refusal shall lapse and terminate. If Seller exercises the Right of

First Refusal, the parties shall undertake to transfer the Property within sixty (60) days from Seller's exercise. Seller may not assign the Right of First Refusal to any other party.

SECTION 7. REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party, the party alleged to be in default or breach shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In such case, if action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

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

SECTION 8. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

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

(b) In the case of the City, is addressed or delivered personally to the City Administrator, 101 West 4th Street South, Newton, IA 50208, or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 9. LIMITATION ON WARRANTIES. The City makes no warranties with regard to the condition of the Property or the structure located thereon, including, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property or fitness of the property for any particular purpose, unless otherwise provided herein. The Purchaser expressly acknowledges and agrees that the City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Purchaser takes title the Property "AS IS."

SECTION 10. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Newton City Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 11. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the deed required by Section 5(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the deed.

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

(SEAL)

CITY OF NEWTON, IOWA

By: _____
Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

PURCHASER:

By: _____

Black Hills Iowa Gas Utility Company,
LLC

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 block of East Twenty-Third Street South.

Report Number: 22-017

Date: January 17, 2022

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

Lead Department: Police Department

Financial Impact: None

Recommendation: Approve

Background:

The City received safety concerns from Aurora Heights School staff and citizens regarding street parking along the section of roadway described below. These complaints are a result of vehicles being parked on both sides of street during school pick up and drop off and the street is 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 block of E 23rd St S is 31 feet wide and is not wide enough to safely accommodate parking on both sides of the street during school days when pick up and drop off operations are underway. The City of Newton Traffic Safety Committee has reviewed the situation and recommends restricting parking on school days during the hours of 7:00AM – 4:00PM on the west side of E 23rd St S from the south curb line of S 3rd Ave E south 425 feet to a posted sign.

Eight (8) surveys describing the recommended changes were sent to the adjacent property owners along E 23rd St S and E 22nd St S. Five (5) surveys were returned with three (3) residents agreeing with the recommended changes and two (2) opposing the recommended changes.

Recommendation:

Staff recommends approval of the ordinance amendment to restrict parking during school days during the hours of 7:00AM – 4:00PM on the west side of E 23rd St S from the south curb line of S 3rd Ave E south 425 feet to a posted sign.

Matt Muckler
City Administrator

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NEWTON, IOWA, 2016, TITLE VII, CHAPTER 70, SECTION 70.15, "TRAFFIC AND PARKING SCHEDULES ADOPTED BY REFERENCE", TO MAKE CHANGES TO STREET PARKING IN THE 300 BLOCK OF EAST TWENTY-THIRD STREET SOUTH

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

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

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 Twenty-Third Street South.

"No Parking Anytime".

East and West side from First Avenue East south one hundred forty-two (142) feet.

East side from a posted sign two hundred eighty (280) feet south of South Third Avenue East south one hundred thirty-eight (138) feet to a posted sign

School Days, 7:00AM – 4:00PM, West side from the south curb line of South Third Avenue East south four hundred twenty-five (425) feet to a posted sign.

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 _____, 2022, after the final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

(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 _____, 2022 and was published in the Newton Daily News, a newspaper of general circulation in the said City of Newton on the ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

Katrina Davis, City Clerk

Parking Survey— E 23rd St S

Please complete the survey responding to the City of Newton's recommendation for No Parking allowed on the west side of E 23rd S from S 3rd Ave E to 425 feet to the south and return to the City of Newton Police Department by December 17, 2021

I agree with the proposed parking changes ☒ ☐
I oppose the proposed parking changes

Comments from Aurora Heights School

Parking Survey— E 23rd St S

Please complete the survey responding to the City of Newton's recommendation for No Parking allowed on the west side of E 23rd S from S 3rd Ave E to 425 feet to the south and return to the City of Newton Police Department by December 17, 2021

I agree with the proposed parking changes ☒ ☐
I oppose the proposed parking changes

Comments from Resident at 405 E 23rd St S

Parking Survey— E 23rd St S

Please complete the survey responding to the City of Newton's recommendation for No Parking allowed on the west side of E 23rd S from S 3rd Ave E to 425 feet to the south and return to the City of Newton Police Department by December 17, 2021

I agree with the proposed parking changes ☐
I oppose the proposed parking changes ☒

Comments from Resident at 311 E 23rd St S
THE PROBLEM IS FROM THE INTERSECTION OF E 23RD ST AND E 22ND ST TO THE INTERSECTION OF E 23RD ST & S 5TH AVE. 3RD AVE IS NOT THE PROBLEM - IT SHOULD BE ALL INCLUSIVE OF THE WEST SIDE DIRECTLY ACROSS FROM THE SCHOOL BUILDING. THAT IS WHERE THE SAFETY ISSUE EXISTS. A PARTIAL MANDATE AS PROPOSED WILL NOT RESOLVE THE ISSUE.

Parking Survey— E 23rd St S

Please complete the survey responding to the City of Newton's recommendation for No Parking allowed on the west side of E 23rd S from S 3rd Ave E to 425 feet to the south and return to the City of Newton Police Department by December 17, 2021

I agree with the proposed parking changes ☐
I oppose the proposed parking changes ☒

Comments from Resident at 313 E 23rd St S

There is no place for the people to park! They already try to park across my driveway at 313. Perhaps the school needs to add parking Behind

Parking Survey— E 23rd St S

Please complete the survey responding to the City of Newton's recommendation for No Parking allowed on the west side of E 23rd S from S 3rd Ave E to 425 feet to the south and return to the City of Newton Police Department by December 17, 2021

I agree with the proposed parking changes ☒
I oppose the proposed parking changes ☐

Comments from Resident at 305 E 22nd St S

City of Newton Council Report

Item: Resolution to approve the creation of a temporary administrative assistant position in the Police Department and eliminating a temporary administrative assistant position in the Fire Department

Summary: This resolution proposes to add one temporary administrative assistant to the Police Department and eliminate the same position in the Fire Department.

Financial Impact: \$6,480 from the General Fund.



Report Number: 22-018

Date: January 17, 2022

Lead Department:
Police Department

Recommendation:
Approve

Background:

The Police Department is currently authorized for 32 full time employees with 27 being sworn peace officers and 5 non-sworn civilian staff members. Due to a long-term intermittent absence of a non-sworn member, a part-time temporary administrative assistant position is requested to meet the customer service and administrative needs of the department. This position is temporary and would be eliminated upon return of the current full-time employee.

The Fire Department was approved for a temporary administrative assistant position in July of 2021. City Council recently approved a full-time position in the Fire Department to fill that role, and it is now recommended that the temporary position be eliminated.

RECOMMENDATION

City Staff recommends Council approve the addition of one temporary administrative assistant in the Police Department and the elimination of one temporary administrative assistant in the Fire Department.

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

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

RESOLUTION APPROVING THE CREATION OF A TEMPORARY ADMINISTRATIVE ASSISTANT POSITION IN THE POLICE DEPARTMENT AND ELIMINATING A TEMPORARY ADMINISTRATIVE ASSISTANT POSITION IN THE FIRE DEPARTMENT

WHEREAS, the Police Department is currently authorized for 32 full-time-employees.; and

WHEREAS, a long-term intermittent illness has led to a decreased ability to perform existing levels of output in the Police Department administrative division.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that a part-time temporary administrative position be created in the Police Department.

BE IT FURTHER RESOLVED the temporary Administrative Assistant position in the Fire Department will be eliminated

Department	Position	Current Authorization	Proposed Authorization
Police	Temporary Administrative Assistant	0 PTE	1 PTE
Fire	Temporary Administrative Assistant	1 FTE	0 FTE

PASSED this _____ day of January, 2022.

APPROVED this _____ day of January, 2022.

Michael L. Hansen, Mayor

ATTEST:

_____Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution amending the Snow Removal Policy to allow for vehicle impoundment during citywide snow removal and downtown hauling operations.

Report Number: 22-019

Summary: Update policy to meet current needs.

Date: January 17, 2022

Financial Impact: None

Lead Department: Police Department

Recommendation: Approve

Background:

Public Works Operations staff have had issues in recent years with vehicles parking in the Downtown Snow Hauling District during declared snow operations. This results in the streets in the downtown area not being completely cleared leaving an unsightly and potentially hazardous situation for pedestrian and motorists due to accumulated snow and ice remaining on the curb and street.

Currently when downtown snow hauling operations are declared the Police Department issues snow ordinance citations to vehicle's parked in the Downtown Snow Hauling District. The enforcement does penalize the driver for leaving their vehicle parked on the street during snow hauling operations, but does not solve the issue of Public Works Operations staff needing to clean the streets and removing the hazard of accumulated snow and ice piles.

Although impounding vehicles is permissible per the current City code - 72.99(E)(3), the City Snow Removal Policy does not reflect that approach and only references ticketing. City staff proposes amending the City Snow Removal Policy to allow for ticketing and impoundment of vehicles parked in the Downtown Snow Removal District during snow hauling operations. City staff further proposes allowing impoundment during citywide snow removal operations in situations where an illegally parked or abandoned vehicle creates a hazard to vehicle traffic, significantly impedes the ability to safely plow the street, or remains on the street 24 hours after snow plowing operations are complete. All costs associated with impounding a vehicle are the responsibility of the registered owner.

Recommendation:

Staff recommends approval of City Snow Removal Policy amendments allowing impoundment during citywide snow removal and downtown snow hauling operations.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION AMENDING THE SNOW REMOVAL POLICY TO ALLOW FOR
VEHICLE IMPOUNDMENT DURING CITYWIDE SNOW REMOVAL AND
DOWNTOWN HAULING OPERATIONS**

WHEREAS, the City Snow Removal Policy provides guidance for City staff and informs the public on snow plowing, snow hauling and parking restrictions and enforcement during snow removal operations; and

WHEREAS, vehicles remaining parked on the street during citywide snow plowing and downtown snow hauling operations is problematic and doesn't allow Public Works Operations staff to safely clear the streets creating a vehicle and pedestrian hazard.

WHEREAS, the City Code currently allows for impoundment during declared snow removal operations, but this approach is not reflected in the City Snow Removal Policy and presently only references ticketing.

WHEREAS, City staff proposes amending the City Snow Removal Policy to allow for impoundment during citywide snow plowing and downtown hauling operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the proposed Snow Removal Policy amendments be adopted to allow for impoundment during declared snow removal operations.

PASSED this _____ day of January 2022.

APPROVED this _____ day of January 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton

SNOW REMOVAL POLICY

Adopted by City Council

Resolution No 2012-126

November 19, 2012

Revised November 2014 per Resolution No 2014-261
Revised July 2016 per Resolution 2016-154
Revised November 2016 per Resolution No 2016-242
Revised November 2019 per Ordinance No 2019-2368

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Overview

Purpose

The purpose of this policy is to establish and maintain uniform definitions, procedures and expectations concerning snow and ice control operations in the City of Newton. This policy adheres to the Snow Removal ordinances found in Title VII Chapter 72 Section 72.14 of the City of Newton Code of Ordinances.

Goal

It is the goal of the City of Newton to maintain city streets at a safe level of normal winter driving conditions during and after a winter storm event to assure deliveries of goods, emergency services and to provide access to the motoring public.

Procedure

The Operations Superintendent or designee will determine when to begin snow removal operations and what method & materials to be used. Plowing operations will typically begin at 2" of accumulation of snow. Plowing operations may begin after about an inch of accumulation for snow events during normal working hours.

The City of Newton's snow removal responsibilities

200 lane miles of streets

21 gravel roads

9 City of Newton parking lots

19 cul-de-sacs

Hauling snow from the Downtown Snow Removal District

Streets were given a priority by rating of #1 through #4 (#1 being highest priority). Several parameters were taken into consideration when prioritizing the streets such as, traffic speeds, traffic volume, emergency routes, truck routes, and school routes.

The City has snow removal equipment with wing plows and staff to operate two twelve hour shifts. The City of Newton has been divided into four equal territories, each containing approximately the same miles of priority #1, #2 & #3 streets (refer to plow route maps in Appendix A). Snowplow operators have been divided into teams consisting of two operators, they work opposing 12 hour shifts to cover their territories 24 hours per day as needed. Each team is assigned one of the territories of the city and the teams are responsible for the snow & ice control within their territory.

Weather conditions will dictate what methods or materials are used on which priority streets. The Operations Superintendent or designee will determine what methods and materials used, and the operators having the ability to adjust to conditions in the field.

The city will not remove snow from private streets, accesses or driveways unless it is to provide access for emergency personnel or equipment.

Definitions

Street Priority Ratings

- **Priority #1 Streets** are major streets in Newton with the most volume of traffic, emergency routes, greater number of businesses and or higher speeds.
- **Priority #2 Streets** are collector streets, some businesses and near schools.
- **Priority #3 Streets** are residential streets.
- **Priority #4 Streets** consists of dead end streets, cul-de-sacs, gravel roads, parking lots and downtown alleys.

Industry Standard Terms

- **Anti-Icing / Brining** is a cost effective proactive approach to fighting a winter storm. Anti-icing is a process of applying liquid de-icing chemicals (salt brine) on the street prior to the storm to prevent the snow, ice or frost from bonding to the pavement. Anti-icing is a commonly misunderstood process. The snow or ice will still accumulate on the treated street surface, but the layer of brine allows the snow & ice to be removed by plowing because the snow & ice does not bond to the pavement. The weather conditions must be right to use this method, or the material will wash away doing no good or in some conditions, it could freeze causing ice.
- **Deicing** is a method of applying chemicals to snow & ice that is already bonded to the street. This method takes more material than anti-icing, but is a method that must be used when the snow and ice has bonded to the street surface.
- **Pre-Wetting** is a term to used describe the wetting of material as it comes out of the auger onto the spinner of the sander for applying to the street. This is typically done with salt brine made at the Public Works shop, but can be one of many different liquid deicing chemicals such as calcium chloride, magnesium chloride or many of the other hybrid deicers on the market.

Materials

- **Calcium Chloride** is a snow & ice melting product that can be purchased in a pellet, liquid or granular form that can be used at lower temperatures.
- **Salt** is a rock salt “Sodium Chloride” about 3/8” diameter with an anti-clump spray applied to it to keep it from bonding to itself.
- **Salt Brine** is salt-water solution made by injecting water thru granular sodium chloride (rock salt) to a salinity of 23.3% creating a brine solution. The city makes the brine at the Public Works shop for a lower cost compared to buying other materials. Salt brine is less expensive and less corrosive product than calcium chloride, magnesium chloride or similar ice melting products.
- **Sand** is for ice control, it is sand mixed with a small amount of rock salt.

Newton Specific Terms

- **Downtown Snow Removal District** consists of the downtown commercial and retail area with on street parking. The area consists of streets located between W 4th Street to E 4th Street from N 4th Avenue to S 2nd Avenue. Also included are the 400 block of S 2nd Avenue W, 200 block W 2nd Street S and 200 block of 1st Street S. Many of these streets do not have an available parking strip to store plowed snow (refer to map of Downtown Snow Removal District in Appendix C).
- **Parking Strip** is the area between the curb and the sidewalk or property line that is available for the storage of snow plowed from the street.
- **Snow Plowing Operations** is a declaration made public by the Public Works Operations Superintendent or designee by activating the telephone snow line (641) 791-7669 and notifying the local media. When the Snow Plowing Operations are in effect it is illegal to park a vehicle unattended on any public street, alley, except as set by ordinance for the Downtown Snow Removal District. Snow plowing operations will be declared at 2" of accumulation measured at the Public Works building.

Plowing Operation Goals

The goal of the City of Newton is to maintain city streets during winter to acceptable winter driving conditions. The goals are different based on priority of the street as outlined below. The decisions as to what method or material to use for clearing the streets shall be made by the Public Works Operations Superintendent or designee based on many variables such as ground temperature, air temperature, wind conditions, time of day or night, forecasts and scheduling of staff. The following are the goals for each priority level street:

Priority #1 Streets

The goal is to keep priority #1 streets with minimal accumulation of snow & ice during the event and to return to bare pavement as soon as possible. This will most likely require multiple passes throughout the duration of the storm and after the snowfall has stopped.

Priority #2 Streets

The goal is to have Priority #2 streets plowed and sanded before school starts and ends for the day, and before the majority of people have to commute to and from work. These goals may change, depending on what time a snow event starts and stops, and if crews are able to keep the priority #1 streets at an acceptable level at that time.

Priority #3 Streets

The goal is to plow priority #3 streets, including sanding the hills and intersections, one time within 24 hours after the snow stops falling (typically completed within 12 hours for most storms). The intent is not to achieve bare pavement, but rather make the street passable throughout the winter. Priority #3 streets may not be plowed when there is less than 2 inches of accumulation. This is dependent on ground temperature, air temperature, wind conditions, and forecasts.

Priority #4 Streets

The goal is to plow priority #4 streets, including sanding the hills and intersections, one time within 48 hours after the snow stops falling. Gravel roads typically will not be sanded. The goal is not to achieve bare pavement, but rather make passable throughout the winter. Priority #4 streets may not be plowed when there is less than 3 inches of accumulation. This is dependent on ground temperature, air temperature, wind conditions, and forecasts.

Downtown Snow Removal District

Plowing the streets in the Downtown Snow Removal District is done differently due to the need for daytime parking and the lack of a parking strip along many streets to store the snow. The snow is plowed along the traveled portion of the streets and hauled away or plowed to back of curb during the nights after the storm. The goal on these streets is to plow the travel portions of the street as part of priority #1 streets.

Abrasives & Chemicals Used In Snow Removal Operations

Sand and salt are not used for the same purpose. Sand is used for traction, and salt is used for melting snow or ice. Because some salt is mixed with the sand, melting of snow and ice may occur where sand was applied.

There are many variables to consider when deciding what abrasives and/or chemicals, if any, to use on the streets. These variables include air temperature, ground temperature, high and low temperatures for the day and night, wind and forecasts.

Salt may not always be an option due to temperature limits that salt will work. If the temperature is too low, the salt may be ineffective and is wasted to the gutter by traffic. There may be times when other chemicals may be used such as calcium chloride or magnesium chloride. Other conditions may warrant sand only for traction.

Sanding Procedure

Sand is applied on the priority #2 and #3 streets simultaneously with plowing. Priority #4 streets are sanded only as needed.

The City of Newton begins the winter with a stockpile of approximately 1500 tons of sand. The sand is purchased from a local quarry and the stockpile can be replenished throughout the winter, if needed.

The City of Newton uses skid sand mixed with 25% to 50% salt. Salt brine is sprayed on the sand as it comes out of the sander. Salt brine helps to activate the salt to start melting the snow / ice on the streets. Salt brine also helps reduce the bounce and scatter of the sand so it does not end up in the gutter of the street.

Sand is applied at a pre-determined rate based on conditions. Sand is typically only applied at hills, intersections, and stops.

Salting Procedure

Salt is applied on the priority #1 streets simultaneously with plowing, or as needed.

The City of Newton has a salt storage shed that can hold approximately 1,200 tons of salt.

Salt is almost 7 times more expensive than sand, therefore salt is not used on every street for every storm.

Salt is applied at a pre-determined rate in pounds per lane mile based on conditions according to the National Salt Institute's sensible salting standards. Salting and plowing are done at the same time as all plow trucks are equipped with salt spreaders and plows. Salt is applied to the center of the street in a very narrow windrow, allowing the salt to liquefy into brine. The crown of the street enables the brine to flow under the remaining snow and ice that is bonded to the pavement that could not be plowed off. This process will break the bond of the snow & ice from the pavement, enabling the snow & ice to be plowed off later.

Salt Brine

Salt brine is applied to the streets prior a snowfall to help prevent snow and ice bonding to the priority #1 & #2 streets. (refer to map of Salt Brine Routes in Appendix B). Brine is also sprayed out of the sanders directly onto the salt or sand material being spread to reduce the amount of bounce & scatter and expedite the melting process.

For small accumulations of snow and with proper conditions, brine may be used to melt snow without the use of any other chemicals or plowing.

Clean Up Operations After a Storm

The following tasks are performed after a storm. These tasks are listed in order of importance.

Hauling Snow from the Downtown Snow Removal District

Hauling snow from the Downtown Snow Removal District will begin during the night of the regular shift following the storm and after all the streets have been plowed or treated from the winter storm. Overtime will not be used to haul snow unless directed by the Public Works Director.

Hauling snow from the Downtown Snow Removal District may take several nights depending on the amount of snowfall and availability of staff. Hauling may not be necessary for storms with less than 3 inches of accumulation.

The night hauling operation requires the snow to be pushed into a large windrow in the center of the street. The windrow is loaded into dump trucks by a snow blower attached to a front-end loader. The snow is hauled to the designated snow pile located behind the city Public Works Building.

The business owners in the Downtown Snow Removal District are allowed to push the snow from their sidewalk into the street for the City to remove as long as it is done prior to hauling operation on that street. The City will not make multiple trips down each street to haul the snow away. If the snow is not in the street before the city removal crew hauls snow from that street, the business is responsible for hauling the snow from their sidewalk to an appropriate location.

Hauling and Pushing Snow

Plowing the snow from the shoulders on rural sections of roads. Hauling the snow piles from parking lots, cul-de-sacs and dead ends, which may not be done every snow depending on snow storage capacity. Pushing snow behind the Public Works Building to make room for future storms.

Snow Cleanup from Bridges and Intersections

Removing snow windrow from bridges, medians and radii at intersections.

Common Drifted Areas and Equipment/Materials Preparation for Next Storm

Pushing back drifted areas and making room for additional snow accumulation. Replenishing material supplies and maintenance/repair to snow removal equipment.

Mailboxes, Driveways and Right-of-Ways

Repairing damage to infrastructure signs, potholes, mailboxes and sod repair. The snowplow operators make every effort to remove snow as close as practical to mailboxes to provide access to the mailboxes for the postal carrier. However it is not possible to provide perfect conditions and minimize damage to mailboxes with the size and type of snow removal equipment the city uses. Therefore the final cleaning of snow/ice adjacent to the mailbox is the responsibility of each resident / property owner.

The city will replace mailboxes that are damaged, broken or knocked down only if there was a direct hit by a city plow or city vehicle and provided the mailbox was installed to United States Postal Service standards.

The city will repair damage to grass as a direct result of a plow jumping the curb and damaging the grass.

Snow Removal Parking Restrictions

Parking is prohibited in the Downtown Snow Removal District between the hours of 12:00 a.m. and 6:00 a.m. only when hauling operations are declared and the downtown snow removal district line (641) 792-0411 has been activated. Declaration must be made by 7 p.m. the evening of hauling operation. Vehicles parked on city streets in the Downtown Snow Removal District during declared hauling operations shall be ticketed and impounded. Vehicles may not be parked on the street in the Downtown Snow Removal District until snow removal operations by declaration are complete made by the Public Works Operations Superintendent or designee by deactivating the telephone snow line (641) 792-0411 and notifying the local media.

On street parking is prohibited when the Snow Plowing Operations are declared. Snow plowing operations will be declared at 2" of accumulation, measured at the Public Works building. Ticketing and/or impoundment of vehicles parked on city streets, except in the Downtown Snow Removal District, will begin when Snow Plowing Operations are declared. Impoundment will generally be utilized in situations where an illegally parked or abandoned vehicle creates a hazard to vehicle traffic, significantly impedes the ability to safely plow the street, or remains on the street 24 hours after Snow Plowing Operations are complete. Vehicles may not be parked on the street during Snow Plowing Operations until the street has been plowed full width and snow removal operations by declaration are complete made by the Public Works Operations Superintendent or designee by deactivating the telephone snow line (641) 791-7669 and notifying the local media.

The Public Works Operations Superintendent or designee declares the Snow Plowing Operations complete by turning on/off the telephone snow line (641) 791-7669, placing an alert on the city's website and notifying the media.

Snow Ordinance signs shall be posted at all locations entering the city limits with language stating on street parking will be prohibited at 2" of accumulation, except in the Downtown Snow Removal District. The fine for violating the snow removal ordinance shall be periodically amended by resolution as deemed appropriate by the Newton City Council.

Snow Removal Practice

City snow removal crews begin plowing operations when snow accumulation reaches 2". Plowing operations will be completed in priority as described in priority street ratings, until 6" of accumulation is reached. At 6" of accumulation crews may be reassigned to clear lower priority streets to keep traffic moving before returning to higher priority streets trying to achieve bare pavement.

By direction of the city administrator and the Public Works Director, Public Works Operation may recruit personnel from other divisions of Public Works to assist in snow removal operations.

APPENDIX A

Snow Plow Routes for Plow Team A, B, C and D
Priority #1, #2, #3, #4 Snow Plow Routes (entire City)

Priority #1, #2, #3, #4 Snow Plow Routes (NW, NE, SW and SE quadrants)

4 Wheeler Plow Routes (priority #4 - plowed by either pickup or front end loader)

Gravel Plow Routes (priority #4)

APPENDIX B

Salt Brine Routes

APPENDIX C

Downtown Snow Removal District

Downtown Alley, Parking Lot Map

City of Newton Council Report

Item: Resolution Approving 28E Project Agreement Reimbursement #10 to the Des Moines Area Community College Relating to the DMACC Newton Campus Expansion Project

Summary: Approves reimbursements for expenses related to DMACC's Expansion Projects at the former Maytag headquarters campus facilities

Financial Impact: \$200,520.32 from Bond Proceeds which will be paid back with property taxes from the North Central TIF District Funds



Report Number: 22-020

Date: January 17, 2022

Lead Department:
Administration

Recommendation:
Approval

BACKGROUND

In March 2017, the City of Newton and the Des Moines Area Community College (DMACC) entered into an inter-governmental 28E agreement regarding improvements to the former Maytag headquarters campus that was donated to DMACC. Under this agreement, the City has agreed to contribute \$1,500,000 from the North Central Urban Renewal Tax Increment Finance Fund toward the costs of capital improvements, repairs, remodeling, and infrastructure for the projects being undertaken by DMACC. To date, a total of \$1,299,479.68 has been requested by DMACC and has been approved by City Council.

Consistent with the 28E agreement, DMACC has submitted a final payment request #10 in the amount of \$200,520.32 to the City with documentation for the services listed below:

• OPEN Architects	Architectural Services Building 16/Roof of 17 & 18/Tenant Spaces in Buildings 17, 18, and 20	\$ 116,952.00
• Elite Glass	Resealing windows/panels bldgs. 17 & 18 4 th – 6 th floors	\$ 79,710.00
• Iowa Mechanical Systems	HVAC Building 16	\$ 3,858.32
TOTAL:		\$ 200,520.32

After this final payment #10, obligations of the 28E agreement have been met by the City of Newton. Payment will be made from the Bond proceeds that will be paid back with North Central TIF District funds.

Recommendation:

Staff recommends approval of the attached Resolution.

Matt Muckler
City Administrator

RESOLUTION NO. 2022 – _____

**RESOLUTION APPROVING 28E PROJECT AGREEMENT
REIMBURSEMENT #10 TO THE DES MOINES AREA COMMUNITY COLLEGE
RELATING TO THE DMACC NEWTON CAMPUS EXPANSION PROJECT**

WHEREAS, the Des Moines Area Community College (DMACC) acquired the former Maytag headquarters campus at 403 West 4th Street North in Newton as a donation from Newton Enterprises on October 31, 2016; and

WHEREAS, the City of Newton and DMACC entered into an inter-governmental 28E agreement in March 2017 for the City of Newton to reimburse DMACC up to \$1,500,000 for certain capital and repair costs to the campus; and

WHEREAS, DMACC has submitted a reimbursement request in the amount of \$200,520.32 for payments associated with various costs for tenant spaces in buildings 16, 17, 18, and 20; and costs related to other miscellaneous expenses; and

WHEREAS, bond funds are available for these improvements to the DMACC Campus;

WHEREAS, with this payment #10, the City of Newton has met the obligated \$1,500,000 for capital improvements to the DMACC Campus;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the attached reimbursement request by DMACC be approved for \$200,520.32. Payment will be made from the Bond proceeds that will be paid back with North Central TIF District funds.

PASSED this 17th day of January 2022.

APPROVED this _____ day of January 2022.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk