



Newton City Council Agenda

December 16, 2024 - 6:00 PM

View the City Council Meeting:

In Person

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

Television

Mediacom Channel
12/85/121.12

Online

newtongov.org/cablecast

Pledge

Pledge of Allegiance

Call to Order

1. Roll Call

Citizen Participation

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

Consent Agenda

3. December 2, 2024 Regular City Council Meeting Minutes
4. December 2, 2024 Budget Workshop Minutes
5. Approve Liquor Licenses for the following: Fore Seasons, 600 N 2nd Ave W, Class C Retail Alcohol License for Special Event January 11, 2025, and 105 N 2nd Ave E, Class C Retail Alcohol License for Special Event February 1, 2025; Montana Mike's Steakhouse - LC0041393, 1400 W 18th St S, Class C Retail Alcohol License and Catering renewal; and Sombrero - LC0038865, 1130 1st Ave E, Class C Retail Alcohol License and Outdoor Service renewal
6. Resolution Reappointing Gary Johnson to Serve on the Civil Service Commission for a Term Ending December 31, 2028
7. Resolution reappointing Dana VanGilder to serve on the Newton Planning & Zoning Commission for a term ending December 31, 2029
8. Resolution re-appointing Carroll DePenning to serve on the Newton Building Trades Board for a term ending December 31, 2027
9. Resolution reappointing Marilyn Terlouw and Rita Reinheimer to the Newton Downtown Grant Review Board and appointing Tiffany Thomas to fill an unexpired term
10. Resolution appointing Wesley Ranard to serve on the Newton Historic Preservation Commission for a term ending December 31, 2027
11. Resolution re-appointing Larry Hurto to serve on the Newton Historic Preservation Commission for a term ending December 31, 2027

12. Resolution re-appointing Toni Peska to serve on the Newton Historic Preservation Commission for a term ending December 31, 2027
13. Resolution re-appointing Rachelle Tipton and Collin Daniels to the Park Board for terms expiring on December 31, 2027
14. Resolution re-appointing Rebecca Decker to serve on the Newton Building Trades Board for a term ending December 31, 2027
15. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-17)
16. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-18)
17. Resolution approving performance agreements for the 2025 Summer Concert Series at the Maytag Bowl
18. Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Hotel Maytag Investors, LLC, Including annual appropriation Tax Increment Payments
19. Resolution setting a public hearing for the sale of City-owned property 1111 West 22nd Street South and Parcel Identification Number 0832477011
20. Approve Bills

Public Hearing

21. Public Hearing on a Resolution Approving the Hy-Vee Minor Subdivision in the City of Newton, Jasper County, Iowa
 - Hy-Vee Minor Plat Subdivision is a 3-lot commercial subdivision located at 1501 1st Ave E, Newton, IA.
 - Newly created Lot 1 encompasses the Hy-Vee grocery store, Lot 2 encompasses the gas station, and Lot 3 is undeveloped.
 - At their December 3, 2024 meeting, the Planning & Zoning Commission unanimously recommended approval of this minor plat.
22. Resolution Approving the Hy-Vee Minor Subdivision in the City of Newton, Jasper County, Iowa

Resolution

23. Resolution approving a contract with Iowa Inspections, LLC to conduct inspections for the Newton Rental Housing Inspection Program
 - The Newton Rental Housing Inspection Program utilizes an outside consultant to conduct inspections and the current contract expires on December 31, 2024.
 - Iowa Inspections, LLC has been the City's rental inspector for the past five years, provides International Code Council-certified inspectors, and has agreed to a competitive schedule of fees.
 - This contract establishes a new fee schedule and will expire in five years.
24. Resolution authorizing the submission of a pre-application for federal Airport Improvement Program funding and certifying eligibility requirements

- The Federal Aviation Administration (FAA) requires airports to submit an Airport Improvement Program pre-application for top-priority airport capital improvement projects, which enables the FAA to plan for future project funding.
- The pre-application includes anticipated projects during the next five Federal Fiscal Years, but it does not commit the City to fund or complete any listed projects.
- This resolution will authorize staff and the City's engineering consultant, Kirkham Michael, to submit the AIP pre-application as required by the FAA.

25. Resolution amending the parks shelter rental fee schedule

- The current schedule allows for a morning rental and an afternoon rental at each park shelter at \$50.00 each.
- When a shelter is rented by different parties in the morning and the afternoon, there are, consistently, challenges with making sure the space is vacated for the next party and that clean-up can be done.
- To remedy this, it is proposed to move to one rental per day, for the entire day at \$75.00 per time. Minimal impact in overall revenue is expected.

26. Resolution approving the granting of Downtown Improvement Grant funds for 111 W 2nd St. S. Chelsie Slycord

- At their meeting on December 11, 2024, the Downtown Grant Review Board recommended approval of a sign grant to Chelsie Slycord
- The maximum grant amount is \$355.24, provided a 1:1 match is met.

27. Resolution acknowledging developer name change, approving the interchanging of "Hotel" and "Short Term Rentals" within the Development Agreement, and initiating steps to formally amend the Agreement for Private Development with Christensen Development 1, LLC and Jasper County

- The Developer has requested the City's consideration on ownership entity name change for the Project at the former Maytag Headquarters Campus that consists of residential apartment units and a boutique hotel/short term rentals.
- The Developer has also requested the City's acknowledgment that the concept of short term rentals satisfies the intent of the development agreement to provide boutique hotel units.
- The attached resolution acknowledges these items and directs the initiation of formally amending the Agreement for Private Development on these matters.

Staff Report

28. Animal Control Facility Location - Police Chief, Rob Burdess

Mayor/Council Comments

29. Mayor and Council Comments

Adjourn

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

Find us online: www.newtongov.org

NEWTON CITY COUNCIL MEETING MINUTES
DECEMBER 2, 2024, 6:00 PM

Pledge

Pledge of Allegiance

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

Call to Order

1. Roll Call

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Citizen Participation

2. There was no citizen participation.

Consent Agenda

Moved by Hallam, seconded by Ervin to approve consent agenda items 3-14. AYES: Six. NAYS: None. Consent Agenda was adopted.

3. November 18, 2024 Regular City Council Meeting Minutes

4. November 18, 2024 Workshop Minutes

5. Resolution approving a 28E Agreement with the State of Iowa for participation in the I- PLEDGE program
Resolution 2024-397 adopted.

6. Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-16)
Resolution 2024-398 adopted.

7. Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 24-17)
Resolution 2024-399 adopted.

8. Resolution to provide free golf and pool passes for inclusion in the Newton Housing Development Corporation's (NHDC) 2025 Get to Know Newton Welcome Package
Resolution 2024-400 adopted.

9. Resolution approving an amendment to the previously approved Low-moderate Income Housing Set-aside Grant for 501 West 14th Street North, Newton
Resolution 2024-401 adopted.

10. Resolution approving an amendment to the total grant amount for the Downtown Improvement Grant at 105 West 2nd Street North
Resolution 2024-402 adopted.

11. Resolution Authorizing a Fund Transfer from the General Fund to the Water Fund in the Amount of \$750,000
Resolution 2024-403 adopted.

12. Resolution approving Transparity's annual software licensing and maintenance agreement with General Traffic Controls Inc.
Resolution 2024-404 adopted.

13. Resolution Accepting the Completion of the Library Roofing Replacement Project
Resolution 2024-405 adopted.

14. Approve Bills

Public Hearing

15. Public Hearing on Proposal to Enter Into a General Obligation Water Improvement Loan Agreement
Mayor George stated that this is the time and place for a Public Hearing on the above Resolution. There were no written comments. Moved by Dalton, seconded by Mullan to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed.

16. Resolution Taking Additional Action on Proposal to Enter Into a General Obligation Water Improvement Loan Agreement
Moved by Mullan, seconded by Hallam to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-406 adopted.

Ordinance

17. Third consideration of an Ordinance Amending various sections of the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 70, Section 70.15, "Traffic

and Parking Schedules Adopted by Reference"

Moved by Dalton, seconded by Hallam to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Mullan, seconded by Hallam, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2458 was adopted.

18. Third consideration of an Ordinance Amending Various Sections of the Code of Ordinances, City of Newton, Iowa, 2016, Title IX, Chapter 90 "Animals"

Moved by Simbro, seconded by Ervin to approve the third consideration of the Ordinance. AYES: Six. NAYS: None. Third Consideration of the Ordinance was approved. Moved by Hallam, seconded by Mullan, to adopt the Ordinance. AYES: Six. NAYS: None. Ordinance 2459 was adopted.

Resolution

19. Resolution officially naming the Soccer Mini Pitch located within Maytag Park as "Lundberg Mini Pitch."

Moved by Simbro, seconded by Ervin to adopt the Resolution. It was moved by Ervin, seconded by Dalton to amend the resolution to "Lundberg Family Mini Pitch". AYES: Six. NAYS: None. Motion to amend passed. AYES: Six. NAYS: None. Resolution 2024-407 adopted.

20. Resolution Approving the Final Amendment to the Allocation of American Rescue Plan Act (ARPA) Funds

Moved by Dalton, seconded by Ervin to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-408 adopted.

21. Resolution Approving an Adjustment to Municipal Discounted Rates for Brick Gentry P. C. Legal Fees

Moved by Hallam, seconded by Simbro to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-409 adopted.

22. Resolution authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$2,529,000 Water Revenue Note, Series 2024C

Moved by Mullan, seconded by Dalton to adopt the Resolution. AYES: Six. NAYS: None. Resolution 2024-410 adopted.

Mayor/Council Comments

23. Mayor and Council Comments

Mayor George recapped the kickoff of the wonderful holiday events. She thanked the participants of the Holiday Lighting at Maytag Park and those that participated in the Shop Local Saturday event. She reminded citizens to visit "Newton for the Holidays" on Facebook. She also stated that with less than 2 inches of snow this morning, cars were not required to move off the street but if there is 2 inches or more than cars would need to move off the streets.

Closed Session

24. To Discuss Strategy with Counsel in Matters that Are Presently in Litigation or Where Litigation is Imminent Where its Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation, Which Discussions are Exempt from the Open Meetings Law Pursuant to the Provision of Section 21.5(1)(c), Code of Iowa 2024

At 6:13 P.M., it was moved by Simbro, seconded by Mills to go into closed session. The city attorney advised the council that they had legal authority to do so. AYES: Six. NAYS: None. The motion passed.

Return to Open Session

25. Return to Open Session

Council returned to open session at 7:20 P.M. with all members present.

Adjourn

Moved by Dalton, seconded by Mullan to adjourn the meeting at 7:20 P.M. Motion unanimously carried by voice vote.

NEWTON BUDGET WORKSHOP CITY COUNCIL MEETING MINUTES
DECEMBER 2, 2024, 6:00 PM

Call to Order

1. Roll Call
The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South. Mayor George presided. Present Council Members: Mills, Mullan, Dalton, Hallam, Simbro, Ervin. Absent: None.

Presentation

2. Executive Team Presentations - Administrative Services / Finance / Community Development

Administrative Services Manager, Katrina Davis; Finance Officer, Lisa Frasier; and Community Development Director, Erin Chambers presented initial budget proposals.

3. Debt Service Fund - Lisa Frasier, Finance Officer & Candace Streeter, Sr Financial Analyst

The total of all debt service payments in FY26 will be \$3,012,262. TIF funds will contribute \$1,276,687. Revenue Bonds are paid directly from the Water Pollution Control, Water or the Road Use Tax Funds. SRF (State Revolving Funds) Loans are paid directly from the Water Pollution Control Fund and the Water Fund.

4. FY26 Partner Funding / HF718 & SF2442 - Lisa Frasier, Finance Officer

The administration staff received information from partners and is in the process of compiling this for City Council to review and determine funding. Finance staff will be attending an annual budget workshop in Waukee presented by the Iowa League of Cities to gain more information regarding HF718 and SF2442.

Mayor/Council Comments

5. Mayor and Council Comments
There were no additional Mayor/Council Comments.

Adjourn

Moved by Dalton, seconded by Mullan to adjourn the meeting at 8:01 P.M. Motion unanimously carried by voice vote.

Katrina Davis, City Clerk

Evelyn George, Mayor

RESOLUTION NO. 2024-_____

**RESOLUTION REAPPOINTING GARY JOHNSON TO SERVE
ON THE CIVIL SERVICE COMMISSION FOR A TERM ENDING
DECEMBER 31, 2028**

WHEREAS, Gary Johnson’s term on the Civil Service Commission expires on December 31, 2024 and

WHEREAS, Gary Johnson has expressed an interest in continuing to serve on the Civil Service Commission and is qualified to serve on the Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, that Gary Johnson is hereby reappointed to the Civil Service Commission for a term expiring December 31, 2028.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

(SEAL)

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024- _____

**RESOLUTION REAPPOINTING DANA VANGILDER TO THE
NEWTON PLANNING AND ZONING COMMISSION FOR A
TERM ENDING DECEMBER 31, 2029**

WHEREAS, Dana VanGilder, 1700 E. 36th St. S., Newton, currently serves on the Planning and Zoning Commission and her term expires on December 31, 2024; and

WHEREAS, Dana VanGilder, has expressed an interest and willingness in continuing to serve on the Planning and Zoning Commission and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that Dana VanGilder is hereby reappointed to the Newton Planning and Zoning Commission for a 5-year term ending December 31, 2029.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis
City Clerk

RESOLUTION NO. 2024– _____

**RESOLUTION RE-APPOINTING CARROLL DEPENNING TO
SERVE ON THE NEWTON BUILDING TRADES BOARD FOR A
TERM ENDING DECEMBER 31, 2027**

WHEREAS, Carroll DePenning, 1117 S 12th Avenue W, in Newton, currently serves on the Newton Building Trades Board, with his term ending on December 31, 2027; and

WHEREAS, Carroll DePenning has expressed an interest in continuing to serve on the Newton Building Trades Board and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Carroll DePenning is hereby appointed to the Newton Building Trades Board for a term ending December 31, 2027.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024 – _____

RESOLUTION REAPPOINTING MARILYN TERLOUW AND RITA REINHEIMER TO THE NEWTON DOWNTOWN GRANT REVIEW BOARD AND APPOINTING TIFFANY THOMAS TO FILL AN UNEXPIRED TERM

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

WHEREAS, The Downtown Grant Review Board was created in 2016, but term limits for board members were not established at that time; and

WHEREAS, Bonnie Terpstra has resigned from the Downtown Grant Review Board, and Tiffany Thomas has expressed interest in serving on the Downtown Grant Review Board and is qualified to serve;

WHEREAS, the terms for Marilyn Terlouw and Rita Reinheimer expire on December 31, 2024, and both board members have agreed to continue to serve;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the appointments to the Downtown Grant Board are as follows:

Name	Address	Term Expiration
Tiffany Thomas	2108 North 3 rd Avenue East	12/31/2026
Marilyn Terlouw	306 1st Avenue West, Newton	12/31/2029
Rita Reinheimer	409 South 3rd Avenue West, Newton	12/31/2029

PASSED this _____ day of December, 2024

APPROVED this _____ day of December, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

RESOLUTION NO. 2024 – _____

**RESOLUTION APPOINTING WESLEY RANARD TO SERVE
ON THE NEWTON HISTORIC PRESERVATION COMMISSION
FOR A TERM ENDING DECEMBER 31, 2027.**

WHEREAS, Wesley Ranard, 2324 North 7th Avenue East, has expressed an interest in serving on the Newton Historic Preservation Commission and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Wesley Ranard is hereby appointed to the Newton Historic Preservation Commission for a term beginning January 1, 2025 and ending December 31, 2027.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

ATTEST:

Evelyn George, Mayor

Katrina Davis, City Clerk

RESOLUTION NO. 2024 – _____

**RESOLUTION RE-APPOINTING LARRY HURTO TO SERVE
ON THE NEWTON HISTORIC PRESERVATION COMMISSION
FOR A TERM ENDING DECEMBER 31, 2027**

WHEREAS, Larry Hurto, 916 S 5th Avenue W, in Newton, currently serves on the Newton Historic Preservation Commission, with his term ending on December 31, 2024; and

WHEREAS, Larry Hurto has expressed an interest in continuing to serve on the Newton Historic Preservation Commission and is qualified to do so;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Larry Hurto is hereby appointed to the Newton Historic Preservation Commission for a term ending December 31, 2027.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024 – _____

**RESOLUTION RE-APPOINTING TONI PESKA TO SERVE ON
THE NEWTON HISTORIC PRESERVATION COMMISSION FOR
A TERM ENDING DECEMBER 31, 2027**

WHEREAS, Toni Peska currently serves on the Newton Historic Preservation Commission with her term ending December 31, 2024;

WHEREAS, Toni Peska, has expressed an interest in continuing to serve on the Newton Historic Preservation Commission, is qualified to do so, and resides within the 50208 zip code;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Toni Peska is hereby re-appointed to the Newton Historic Preservation Commission to fulfill the unexpired term ending December 31, 2027.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION 2024- _____

**RESOLUTION RE-APPOINTING RACHELLE TIPTON AND COLLIN DANIELS TO
THE PARK BOARD FOR TERMS EXPIRING ON DECEMBER 31, 2027.**

WHEREAS, Rachelle Tipton and Collin Daniels currently serve on the Park Board with their current terms ending December 31, 2024;

WHEREAS, Rachelle Tipton and Collin Daniels have expressed an interest in continuing to serve and are qualified to do so;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that both Rachelle Tipton and Collin Daniels are hereby appointed to the Park Board effective for 3-year terms expiring on December 31, 2027.

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PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

RESOLUTION NO. 2024 – _____

**RESOLUTION RE-APPOINTING REBECCA DECKER TO
SERVE ON THE NEWTON BUILDING TRADES BOARD FOR A
TERM ENDING DECEMBER 31, 2027**

WHEREAS, Rebecca Decker currently serves on the Newton Building Trades Board has expressed an interest in continuing to serve on the Newton Building Trades Board;

WHEREAS, Rebecca Decker is qualified to serve on the Newton Building Trades Board;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that Rebecca Decker is hereby reappointed to the Newton Building Trades Board for an unexpired term ending December 31, 2027.

PASSED this _____ day of December 2024.

APPROVED this _____ day of December 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-17)

Summary:

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

Financial Impact:

Cost Recovery: \$300.00

Report Number: 2024-1243

Date:

December 16, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

At their last meeting, City Council approved a Schedule of Assessment for the Expenses of Nuisance Abatement. The total amount for cost recovery is \$300.00.

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

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

Recommendation:

Staff recommends approval of the resolution levying assessments for costs of nuisance abatement and providing for the payment thereof (Schedule 24-17).

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF
NUISANCE ABATEMENT AND PROVIDING FOR THE
PAYMENT THEREOF (SCHEDULE 24-17)**

WHEREAS, pursuant to its powers and duties as set out in Chapter 364, Code of Iowa, the City of Newton, after the property owner’s failure upon being given notice and opportunity to cure, has performed the required action to abate the public nuisance and now seeks, as provided in 364.12, Code of Iowa, to assess the costs of such action against each of the properties set out on the attached Schedule No. 24-17 for collection in the same manner as the property tax.

NOW, THEREFORE, BE IT RESOLVED, that the attached Schedule No. 24-17, is hereby approved and adopted with the amounts shown thereon assessed and levied against each property for the collection in the same manner as a property tax.

BE IT FURTHER RESOLVED, that said assessments shall be payable in 1 annual installment and shall bear interest at the rate of 3.88 percent per annum, from the date of the acceptance of this assessment schedule; the one installment of each assessment with interest on the whole assessment from date of acceptance of this schedule by the Council shall become due and payable on January 1, 2025, and shall be paid at the same time and in the same manner as the semiannual payment of ordinary taxes. Said assessment shall be payable at the office of the County Treasurer of Jasper County, Iowa, in full and without interest within thirty days after first date of publication of the Notice to Property Owners of filing the schedule of assessments.

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

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-17: 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
Kenneth Kirk	827476005	901 N 8th Ave E	Newton	\$74,740	\$150.00	\$150.00	\$300.00	NORTH EAST ADD E 1/2 LOT 3 EX TR 90' X 132' IN NW COR	10/30/2024
TOTAL:							\$300.00		

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. 24-18)

Summary:

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

Financial Impact:

Cost Recovery: \$369.00

Report Number: 2024-1244

Date:

December 16, 2024

Lead Department:

Police

Recommendation:

Approve

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period. The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

Recommendation:

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

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 24-18)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 24-18: 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 24-18: 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 24-18: 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 24-18: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 24-16: Assessment for the Expenses for Nuisance Abatement

				Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Deed/Contract Holder	Parcel Number	Property Address	City						
Robert Miller Jr	827302004	914 W 3rd St N	Newton	\$63,920	\$219.00	\$150.00	\$369.00	SANDERSON'S SD LOT 8	10/28/2024
						TOTAL:	\$369.00		

City of Newton Council Report

**Item:**

Resolution approving performance agreements for the 2025 Summer Concert Series at the Maytag Bowl

Summary:

Approval of this resolution authorizes the Community Development Department to enter into ten performance agreements for the Summer Concert Series.

Financial Impact:

\$8,250.00 from Summer Concert Series Budget

Report Number: 2024-1220

Date:

December 16, 2024

Lead Department:

Community Development

Recommendation:**Background:**

Dates have been set for the 2025 Summer Concert Series at the Maytag Bowl. The concerts will be held on Thursdays at Maytag Bowl running from May 29, 2025 through July 31, 2025.

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

Performers include:

- The City Band (5/29, 6/12, 6/26, 7/3)
- South 35 (6/5)
- The Sheet (6/29)
- The Unfortunate Sons (7/10)
- Outlaw Country Express (7/17)
- Opus Taylor (7/24)
- Hudson Road (7/31)

The total cost of the ten performances included in this resolution is \$8,250.00. This cost will be paid from the Summer Concert Series budget.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

**RESOLUTION APPROVING PERFORMANCE AGREEMENTS FOR THE 2025
SUMMER CONCERT SERIES AT THE MAYTAG BOWL**

WHEREAS, the 2025 Summer Concert Series at the Maytag Bowl will be held on Thursdays running from May 29, 2025 through July 31, 2025; and

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

WHEREAS, said agreements include:

<u>Concert Date</u>	<u>Performer</u>	<u>Cost</u>	<u>Check Payable to:</u>
May 29, 2025	Newton City Band	\$600	Newton City Band
June 5, 2025	South 35	\$2,000	David Bloom
June 12, 2025	Newton City Band	\$600	Newton City Band
June 19, 2025	The Sheet	\$850	Redd Music Entertainment
June 26, 2026	Newton City Band	\$600	Newton City Band
July 3, 2025	Newton City Band	\$600	Newton City Band
July 10, 2025	The Unfortunate Sons	\$1,250	Patrick Curtis
July 17, 2025	Outlaw Country Express	\$400	Danny Beeler
July 24, 2025	Opus Taylor	\$950	Lori Ancona
July 31, 2025	Hudson Road	\$400	Emma Ferry; and

WHEREAS, the total cost of the ten paid performances included in this resolution is \$8,250; with this cost to be paid from the Summer Concert Series budget.

WHEREAS, City Staff recommends approval of this resolution authorizing the Community Development Department to enter into performance agreements for ten scheduled dates of the 2025 Summer Concert Series.

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

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Newton City Band, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on May 29th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on May 29th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$600.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Newton City Band and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11-26-24

Newton City Band
Artist Name Printed

Debra S. Stoullil
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire South 35, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on June 5th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on June 5th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$2,000.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: David John Bloom and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 10-23-24

Blake Jake (Antonio Rodriguez, Agent)
Artist Name Printed


Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Newton City Band, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on June 12th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on June 12th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$600.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Newton City Band and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11-26-24

Newton City Band
Artist Name Printed

Debra S. Staudel
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Newton

Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire The Sheet, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on June 19th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on June 19th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$850.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Redd Music Entertainment and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

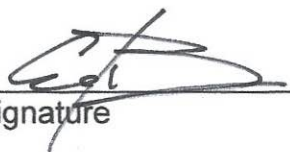
If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 10/14/24

THE SHEET
Artist Name Printed


Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Newton City Band, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on June 26th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on June 26th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$600.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Newton City Band and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11-26-24

Newton City Band
Artist Name Printed

Debra S. Standil
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Newton City Band, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on July 3rd, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on July 3rd, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$600.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Newton City Band and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11-26-24

Newton City Band
Artist Name Printed

Debra S. Stawley
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Unfortunate Sons, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on July 10th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on July 10th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$1,250.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Patrick Curtis and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

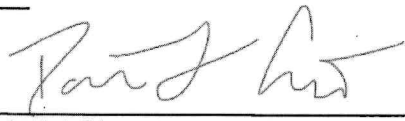
If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11/25/24

Patrick L. Curtis / The I
Artist Name Printed


Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Newton

Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Outlaw Country Express, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on July 17th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on July 17th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$400.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Danny Beeler and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

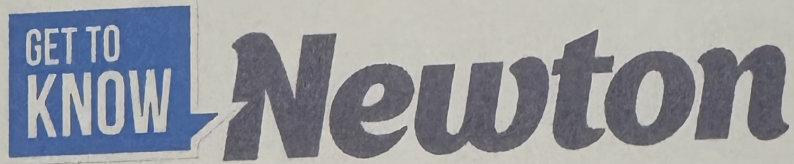
Signed this date: November 27, 2024

Danny Beeler
Artist Name Printed

Danny Beeler
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Opus Taylor Band, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on July 24th, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on July 24th, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$950.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Loli Ancona and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11/19/2024

Bill Mogobov
Artist Name Printed

Bill Mogobov
Artist Signature

Erin Chambers
City of Newton Community Development

Client Signature



Performance Contract

City of Newton Parks & Recreation, henceforth known as "Client," agrees to hire Hudson Road, henceforth known as "Artist," for a performance at the Maytag Bowl in Maytag Park on July 31st, 2025.

Furthermore, the two parties agree to the following:

Artist will perform Music at the Maytag Bowl on July 31st, 2025, from 7:00 pm to 9:00 pm.

Client will pay artist \$400.00 as compensation for this performance, payable via check the night of the performance. Please note on the line below to whom the check should be made out to: Emma Ferry and fill out / sign W-9 form and return with performance contract.

Setup for the performance will be the responsibility of Artist. The Artist will supply sound equipment, microphones, electrical cords and lights for this performance.

If Client cancels the performance with less than 48 hours to go until performance date excluding weather conditions, they will pay Artist the full amount contracted. If weather conditions require cancellation, the Client will make that call by 2:00pm the day of the performance and arrange a make-up concert date if the Artist schedule allows. If unable to make-up, Artist will receive no payment.

If Artist has to cancel the performance, they will receive no payment.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this date: 11.25.24

Emma Ferry - Hudson Road

Artist Name Printed

A handwritten signature in cursive script that reads "Emma Ferry".

Artist Signature

Erin Chambers

City of Newton Community Development

Client Signature

City of Newton Council Report

**Item:**

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Hotel Maytag Investors, LLC, Including annual appropriation Tax Increment Payments

Summary:

Resolution setting a public hearing on the amended development agreement with Hotel Maytag Investors, LLC

Financial Impact:

None at this time, setting a public hearing.

Report Number: 2024-1209**Date:**

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

Hotel Maytag Investors requested consideration for an amendment to their development agreement with the City on the property at 105 North 2nd Avenue East. The reason for the request is due to the significant increase in taxable value over the amount anticipated by the minimum assessment agreement. The minimum assessment agreement contemplated a \$2.3 million valuation, while the assessor now lists the property having an approximately \$3.17 million valuation.

In order for the City Council to take action on an amended development agreement, the City must first set a public hearing.

An amendment to the development agreement to be discussed during the public hearing is as follows (highlighted elements):

Year	Percent	Benefit Description
FY25	90%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY26	80%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY27	70%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY28	60%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY29	50%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY30	40%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY31	30%	Rebate on the difference between \$3,316,710 and \$2,300,000; plus abatement already in place
FY32	100%	Rebate, no abatement per current agreement
FY33	100%	Rebate, no abatement per current agreement
FY34	100%	Rebate, no abatement per current agreement

As a reminder, the current schedule (per the current development agreement), which intended that little to no taxes be paid during the period due to the assumption that the assessment did not

change, is as follows:

Year	Percent	Benefit Description
FY22	100%	Property Tax Rebate, Development Agreement
FY23	100%	Urban Revitalization Plan
FY24	100%	Urban Revitalization Plan
FY25	100%	Urban Revitalization Plan
FY26	100%	Urban Revitalization Plan
FY27	100%	Urban Revitalization Plan
FY28	100%	Urban Revitalization Plan
FY29	100%	Urban Revitalization Plan
FY30	100%	Urban Revitalization Plan
FY31	100%	Urban Revitalization Plan
FY32	100%	Property Tax Rebate, Development Agreement
FY33	100%	Property Tax Rebate, Development Agreement
FY34	100%	Property Tax Rebate, Development Agreement

Recommendation:

Staff recommends setting the public hearing.

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

Matt Muckler, City Administrator

December 11, 2024

VIA EMAIL

Katrina Davis
City Clerk/City Hall
Newton, Iowa

Re: Amended Development Agreement (Hotel Maytag Investors, LLC)
Our File No. 504612-60

Dear Katrina:

Attached please find proceedings to enable the City Council to act on December 16th to set January 6th as the date for a public hearing on the proposed amendment to the Development Agreement with Hotel Maytag Investors, LLC, including the proposal for increased annual appropriation incremental property tax payments.

The notice of public hearing on the amended Development Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is January 2, 2025. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the January 6th meeting the necessary proceedings to approve the amended Development Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Matt Muckler
Lisa Frasier
Erin Chambers

SET DATE FOR HEARING ON
AMENDED DEVELOPMENT
AGREEMENT

(Hotel Maytag Investors, LLC)

504612-60

Newton, Iowa

December 16, 2024

A meeting of the City Council of the City of Newton, Iowa, was held at __:____ p.m., on December 16, 2024, at the _____, Newton, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Hotel Maytag Investors, LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City has previously entered into an Agreement for Private Development, as amended from time to time (the “Agreement”), with Hotel Maytag Investors, LLC (the “Developer”) in connection with the redevelopment of the former Hotel Maytag building located at 105 North 2nd Avenue East in the Urban Renewal Area; and

WHEREAS, pursuant to the Agreement, the City has agreed to provide certain financial incentives to the Developer including certain property tax incentives in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$360,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the City and the Developer now propose to amend the Agreement in order to (1) increase the amount of the Payments from \$360,000 to \$760,000; (2) adjust the time period during which the Payments will be made; and (3) make other related changes and

WHEREAS, a certain Ninth Amendment to Agreement for Private Development (the “Ninth Amendment”) has been prepared to set forth the new understanding between the City and the Developer; and

WHEREAS, it is necessary to set a date for a public hearing on the Ninth Amendment and the proposal to increase the amount of the Payments thereunder, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on January 6, 2025, at __:____ p.m., at the _____, in the City, at which time and place proceedings will be instituted

and action taken to approve the Ninth Amendment and to authorize the increased Payments to the Developer.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) days and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF AMENDED DEVELOPMENT
AGREEMENT WITH HOTEL MAYTAG INVESTORS, LLC AND
AUTHORIZATION OF INCREASED ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS

The City Council of the City of Newton, Iowa, will meet at the _____, on January 6, 2025, at __:____ p.m., at which time and place proceedings will be instituted and action taken to approve an amended Development Agreement (the “Amended Agreement”) between the City and Hotel Maytag Investors, LLC (the “Developer”) in connection with the redevelopment of the former Hotel Maytag building located at 105 North 2nd Avenue East in the North Central Urban Renewal Area which Amended Agreement increases the amount of incremental property tax payments to be provided to the Developer from \$360,000 to \$760,000.

As authorized by Section 403.9 of the Code of Iowa, the commitment to make annual appropriation incremental property tax payments to the Developer under the Amended Agreement will not be a general obligation of the City but will be payable solely and only from incremental property tax revenues generated within the North Central Urban Renewal Area. All payments under the Amended Agreement may be made subject to annual appropriation by the City Council.

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

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

Katrina Davis
City Clerk

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

Passed and approved December 16, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION AND PUBLICATION CERTIFICATE:

STATE OF IOWA
JASPER COUNTY SS:
CITY OF NEWTON

I, the undersigned, City Clerk of the City of Newton, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve an amended Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF NEWTON, IOWA

and

HOTEL MAYTAG INVESTORS, LLC

Dated as of _____

NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

THIS NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT (this “*Ninth Amendment*”) is made on or as of the ____ day of _____, 2025, by and between the **CITY OF NEWTON, IOWA**, a municipality (the “*City*”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended (hereinafter called “*Urban Renewal Act*”) and **HOTEL MAYTAG INVESTORS, LLC**, an Iowa limited liability company, 696 18th Street, Des Moines, Iowa 50314, (the “*Developer*”).

WITNESSETH:

WHEREAS, the City and the Developer are parties to that certain Agreement for Private Development dated October 2, 2017 respecting the “Hotel Maytag” located in Newton, Iowa (the “*Agreement*”) as amended by that certain First Amendment to Agreement for Private Development dated October 13, 2017; and further amended by that certain Second Amendment to Agreement for Private Development dated December 19, 2017; and further amended by that certain Third Amendment to Agreement for Private Redevelopment dated April 4, 2018; and further amended by that certain Fourth Amendment to Agreement for Private Development dated May 8, 2018; and further amended by that Certain Fifth Amendment to Agreement for Private Development dated January 7, 2019; and further amended by that certain Sixth Amendment to Agreement for Private Redevelopment dated May 7, 2019; and further amended by that certain Seventh Amendment to Agreement for Private Redevelopment dated April 21, 2020; and further amended by that certain Eighth Amendment to Agreement for Private Redevelopment dated December, 2020; and further amended by that certain Ninth Amendment to Agreement for Private Redevelopment dated _____, 2025.

WHEREAS, the Developer and the City desire to modify certain provisions in the Agreement.

WHEREAS, all capitalized terms set forth herein shall have the meaning ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

AGREEMENTS

1. Section 1.1 is hereby amended as follows:
 - (a) The definition of “**Annual Percentage**” is hereby added to Section 1.1.

Annual Percentage means the annual percentage in effect from time to time as set forth in the following table:

Fiscal Year	Annual Percentage
2024-2025	90%
2025-2026	80%

2026-2027	70%
2027-2028	60%
2028-2029	50%
2029-2030	40%
2030-2031	30%
2031-2032	100%
2032-2033	100%
2033-2034	100%

(b) The definition of **Tax Increments Estimate** is hereby amended to read, as follows:

Tax Increments Estimate means an amount equal to the estimated amount of Tax Increments anticipated to be available with respect to the Property, with the completed Project thereon, in the fiscal year immediately following such certification factored by the Annual Percentage.

2. Section 3.2 shall now read as follows:

Section 3.2. Economic Development Real Estate Tax Rebate.

a. Payments. In recognition of the Developer's obligations set out above, the City agrees to consider the funding of up to eleven (11) economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Seven Hundred Sixty Thousand Dollars (\$760,000) (the "Maximum Payment Total"), and 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 the Annual Percentage of Tax Increments received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Development Property.

This Agreement assumes that increased taxable valuation of the Development Property went on the Jasper County property tax rolls as of January 1, 2020. Accordingly, Payments will be made on June 1 in each of the fiscal years 2022 and 2025 through 2034, inclusive, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

b. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. The City Council has funded the Payment coming due on June 1, 2022. The City Council has taken action to appropriate Tax Increments to fund the Payments coming due on June 1, 2025 and June 1, 2026. Prior to December 1 of each year immediately preceding a fiscal year in which a Payment is due as set forth in Section 3.2(b) of this Agreement, beginning in the City's 2025-2026 fiscal year, 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 Tax Increments to be collected in the following fiscal year equal to or less than the most recently submitted Tax Increments 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 Payments or to seek damages relative thereto or to compel the funding of such Payment 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 Tax Increments Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2034.

c. Calculation of Tax Increments Estimate. Using the worksheet attached hereto as Exhibit H, the City shall annually calculate the Tax Increments Estimate and demonstrate such estimated amount to the Developer by no later than October 15 of each year commencing October 15, 2025.

d. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2025, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2023, provided, however, that no Payment shall exceed an amount which represents the Tax Increments available to the City with respect to the Development Property during the twelve (12) months immediately preceding each Payment date.

e. 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 3.2(B) 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.

f. Conditions Precedent to Payments. The following items shall be conditions precedent to the City's funding of any Payments hereunder: (i) The Developer shall provide documentation to the City by May 15 of each year, commencing May 15, 2025 showing that all real property taxes have been fully and timely paid with respect to the Development Property in the twelve months immediately preceding the date of such demonstration and the amount of such taxes paid; and (ii) the Development Property shall be in operation as an apartment building and commercial facility in order to be eligible for any given rebate payment.

3. Exhibit H-Worksheet for Annual Calculation of Tax Increments Estimate shall now be in the form attached hereto.

4. No Effect. Except for the terms and conditions of the Agreement amended hereby all remaining terms and conditions remain in full force and effect.

5. Counterparts. This Ninth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Ninth Amendment is executed in counterparts, no signatory hereto shall be bound until each of the parties named below has duly executed or caused to be duly executed a counterpart of this Ninth Amendment.

SIGNATURE PAGE TO NINTH AMENDMENT TO AGREEMENT FOR
PRIVATE DEVELOPMENT

IN WITNESS WHEREOF, the City has caused this Ninth Amendment 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 Developer has caused this Ninth Amendment to be duly executed in its name and behalf by its Owner and its Secretary/Treasurer, on or as of the day first above written.

CITY OF NEWTON, IOWA

By: _____
Evelyn George, Mayor

ATTEST:

By: _____
Katrina Davis, City Clerk

DEVELOPER:

Hotel Maytag Investors, LLC

**By: Hotel Maytag Investors Managing
Member, LLC
Its: Managing Member**

**By: Hatch Development Group L.L.C.
Its: Manager**

By: _____
Name: Jack Hatch
Its: President

EXHIBIT H

Worksheet for Annual Calculation of Tax Increments Estimate

(1) Date of Preparation: October_____20__

(2) Assessed Valuation of Property as of January 1, 20__:

(3) Base Taxable Valuation of Property:

\$419,850.

(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) factored by the Annual Percentage.

\$ _____ x \$ _____/1000 = \$ _____ x Annual Percentage* (____%) =
\$ _____ (the "TIF Estimate")

(7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =

\$ _____ (the "Tax Increments Estimate")

Fiscal Year	Annual Percentage
2024-2025	90%
2025-2026	80%
2026-2027	70%
2027-2028	60%
2028-2029	50%
2029-2030	40%
2030-2031	30%
2031-2032	100%
2032-2033	100%
2033-2034	100%

EXHIBIT 1

~~EIGHTH~~NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF NEWTON, IOWA

and

HOTEL MAYTAG INVESTORS, LLC

Dated as of _____

~~EIGHTH~~NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

THIS ~~EIGHTH~~NINTH AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT (this "~~Eighth~~Ninth Amendment") is made on or as of the ____ day of _____, ~~2020~~2025, by and between the CITY OF NEWTON, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, ~~2019~~2023, as amended (hereinafter called "*Urban Renewal Act*") and HOTEL MAYTAG INVESTORS, LLC, an Iowa limited liability company, 696 18th Street, Des Moines, Iowa 50314, (the "*Developer*").

WITNESSETH:

WHEREAS, the City and the Developer are parties to that certain Agreement for Private Development dated October 2, 2017 respecting the "Hotel Maytag" located in Newton, Iowa (the "*Agreement*") as amended by that certain First Amendment to Agreement for Private Development dated October 13, 2017; and further amended by that certain Second Amendment to Agreement for Private Development dated December 19, 2017; and further amended by that certain Third Amendment to Agreement for Private Redevelopment dated April 4, 2018; and further amended by that certain Fourth Amendment to Agreement for Private Development dated May 8, 2018; and further amended by that Certain Fifth Amendment to Agreement for Private Development dated January 7, 2019; and further amended by that certain Sixth Amendment to Agreement for Private Redevelopment dated May 7, 2019; and further amended by that certain Seventh Amendment to Agreement for Private Redevelopment dated _____, ~~20~~April 21, 2020; and further amended by that certain Eighth Amendment to Agreement for Private Redevelopment dated _____, ~~2020~~December, 2020; and further amended by that certain Ninth Amendment to Agreement for Private Redevelopment dated _____, 2025.

WHEREAS, the Developer and the City desire to modify certain provisions in the Agreement.

WHEREAS, all capitalized terms set forth herein shall have the meaning ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

AGREEMENTS

~~1-1.~~ Section 1.1 is hereby amended as follows:

(a) ~~the~~ The definition of ~~City Minimum Increments~~"Annual Percentage" is hereby ~~deleted~~added to Section 1.1.

Annual Percentage means the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year</u>	<u>Annual Percentage</u>
--------------------	--------------------------

2024-2025	90%
2025-2026	80%
2026-2027	70%
2027-2028	60%
2028-2029	50%
2029-2030	40%
2030-2031	30%
2031-2032	100%
2032-2033	100%
2033-2034	100%

(b) ~~the~~ The definition of **Tax Increments Estimate** is hereby amended to ~~strike certain text~~read, as follows:

Tax Increments Estimate means an amount equal to the estimated amount of Tax Increments anticipated to be available with respect to the Property ~~(the "Property Tax Revenues")~~, with the completed Project thereon, in the fiscal year immediately following such certification ~~reduced by the scheduled City Minimum Increment for such fiscal year~~factored by the Annual Percentage.

~~2.2.~~ Section 3.2 shall now read as follows:

Section 3.2. Economic Development Real Estate Tax Rebate.

a. Payments. In recognition of the Developer's obligations set out above, the City agrees to consider the funding of up to ~~four~~eleven (~~4~~11) economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed ~~Three~~Seven Hundred Sixty Thousand Dollars (~~\$360,000~~760,000) (the "Maximum Payment Total"), and 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 the Annual Percentage of Tax Increments received by the City from the Jasper County Treasurer attributable to the taxable valuation of the Development Property.

This Agreement assumes that increased taxable valuation of the Development Property went on the Jasper County property tax rolls as of January 1, 2020. Accordingly, Payments will be made on June 1 in each of the fiscal years 2022~~, 2032, 2033~~ and 2025 through 2034, inclusive, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

b. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. The City Council has funded the Payment coming due on June 1, 2022. The City Council has taken action to appropriate Tax Increments to fund the

~~Payment~~Payments coming due on June 1, ~~2022~~2025 and June 1, 2026. Prior to December 1 of each year immediately preceding a fiscal year in which a Payment is due as set forth in Section 3.2(b) of this Agreement, beginning in the City's ~~2030-2031~~2025-2026 fiscal year, 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 Tax Increments to be collected in the following fiscal year equal to or less than the most recently submitted Tax Increments 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 Payments or to seek damages relative thereto or to compel the funding of such Payment 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 Tax Increments Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2034.

c. Calculation of Tax Increments Estimate. Using the worksheet attached hereto as Exhibit H, the City shall annually calculate the Tax Increments Estimate and demonstrate such estimated amount to the Developer by no later than October 15 of each year commencing October 15, ~~2030~~2025.

d. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, ~~2032~~2025, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, ~~2030~~2023, provided, however, that no Payment shall exceed an amount which represents the Tax Increments available to the City with respect to the Development Property during the twelve (12) months immediately preceding each Payment date.

e. 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 3.2(B) 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.

f. Conditions Precedent to Payments. The following items shall be conditions precedent to the City's funding of any Payments hereunder: (i) The Developer shall provide documentation to the City by May 15 of each year, commencing May 15, ~~2032~~2025 showing that all real property taxes have been fully and timely paid with respect to the Development Property in the twelve months immediately preceding the date of such demonstration and the amount of such taxes paid; and (ii) the Development Property shall be in operation as an apartment building and commercial facility in order to be eligible for any given rebate payment.

~~3. Article IV Construction of Minimum Improvements is hereby amended to add the following subsection:~~

~~**Section 4.5. Property Tax Abatement.** The Company hereby agrees to submit timely application for property tax abatement by February 1, 2021 with respect to the actual valued added by the Minimum Improvements on the Development Property under the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa. It is anticipated that the property tax abatement contemplated herein shall be in effect during the period beginning July 1, 2022 and continuing to and including June 30, 2031.~~

~~4.3.~~ Exhibit ~~H-Worksheet~~H-Worksheet for Annual Calculation of Tax Increments Estimate shall now be in the form attached hereto.

~~5.4.~~ No Effect. Except for the terms and conditions of the Agreement amended hereby all remaining terms and conditions remain in full force and effect.

~~6.5.~~ Counterparts. This ~~Eighth~~Ninth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this ~~Eighth~~Ninth Amendment is executed in counterparts, no signatory hereto shall be bound until each of the parties named below has duly executed or caused to be duly executed a counterpart of this ~~Eighth~~Ninth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO ~~EIGHTH~~NINTH AMENDMENT TO AGREEMENT FOR
PRIVATE DEVELOPMENT

IN WITNESS WHEREOF, the City has caused this ~~Eighth~~Ninth Amendment 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 Developer has caused this ~~Eighth~~Ninth Amendment to be duly executed in its name and behalf by its Owner and its Secretary/Treasurer, on or as of the day first above written.

CITY OF NEWTON, IOWA

By: _____
~~Michael L. Hansen~~Evelyn George,

Mayor

ATTEST:

By: _____
Katrina Davis, City Clerk

DEVELOPER:

Hotel Maytag Investors, LLC

By: Hotel Maytag Investors Managing
Member, LLC

Its: Managing Member

By: Hatch Development Group L.L.C.

Its: Manager

By: _____

Name: Jack Hatch
Its: President

EXHIBIT H

Worksheet for Annual Calculation of Tax Increments Estimate

(1) Date of Preparation: October _____ 20____

(2) Assessed Valuation of Property as of January 1, 20____:

(3) Base Taxable Valuation of Property:

\$419,850.

(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) factored by the Annual Percentage.

\$ _____ ~~x~~ _____ x \$ _____ /1000 = \$ _____ x Annual Percentage*
(_____ %) = \$ _____ (the "TIF Estimate")

(7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =

\$ _____ (the "Tax Increments Estimate")

<u>Fiscal Year</u>	<u>Annual Percentage</u>
<u>2024-2025</u>	<u>90%</u>
<u>2025-2026</u>	<u>80%</u>
<u>2026-2027</u>	<u>70%</u>
<u>2027-2028</u>	<u>60%</u>
<u>2028-2029</u>	<u>50%</u>
<u>2029-2030</u>	<u>40%</u>
<u>2030-2031</u>	<u>30%</u>
<u>2031-2032</u>	<u>100%</u>
<u>2032-2033</u>	<u>100%</u>
<u>2033-2034</u>	<u>100%</u>

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 12/11/2024 9:56:16 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4850-8847-2275/1/Eighth Amendment to Agreement for Private Development.docx	
Modified DMS: nd://4879-3341-5299/2/Ninth Amendment to Agreement for Private Development.docx	
Changes:	
<u>Add</u>	53
Delete	56
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	111

RESOLUTION SETTING A PUBLIC HEARING FOR THE SALE OF
CITY-OWNED PROPERTY 1111 WEST 22ND STREET SOUTH AND
PARCEL IDENTIFICATION NUMBER 0832477011

WHEREAS, the City of Newton owns a property located at
1111 West 22nd Street South and Parcel Identification Number 0832477011 , legally described as: LOT 18 OF
FOUNTAIN HILLS ESTATES FIRST ADDITION TO NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT
BOOK A AT PAGE 569 IN THE JASPER COUNTY RECORDER’S OFFICE, INCLUDING THEREIN ALL OF OUTLOT C
THEREOF, AS SHOWN BY THE PLAT OF SURVEY RECORDED AS DOCUMENT NUMBER 2014-00002419 IN THE
JASPER COUNTY RECORDER’S OFFICE.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that:
Section 1: That a public hearing shall be held on January 20, 2025 at 6:00 p.m., at Newton City Hall, 101
West 4th Street South, to receive and accept purchase proposals and Public Notice in substantially the
following form shall be given:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on January 20, 2025, at Newton
City Hall, 101 West 4th Street South, regarding the sale of the following property at 1111 West 22nd Street
North and Parcel ID Number 0832477011, legally described as: LOT 18 OF FOUNTAIN HILLS ESTATES
FIRST ADDITION TO NEWTON, JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK A AT PAGE 569 IN THE
JASPER COUNTY RECORDER’S OFFICE, INCLUDING THEREIN ALL OF OUTLOT C THEREOF, AS SHOWN BY THE
PLAT OF SURVEY RECORDED AS DOCUMENT NUMBER 2014-00002419 IN THE JASPER COUNTY RECORDER’S
OFFICE. Offers shall be submitted by 10:00 a.m. on January 8, 2025, to the Newton Community
Development Department; 303 West 4th Street North, Suite 501, Newton, Iowa 50208 and shall include
proposal for construction of a new-single family home that meets the requirements of the Declarations of
Use Restrictions and Building Specifications for Lots 1-20, Fountain Hills Estates, Plat I and Addendum.
Proposals that do not include the construction of a new single family home will not be considered.
Additional information about the property and the process for submitting a proposal is available at the
Community Development Department, (641)-792-6622.

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

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Disbursements 12-17-2024

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
Airgas USA LLC	Fire	Supplies	\$ 552.28
Alliant Energy/IPL	All	Utilities	\$ 65,478.29
Alpha Media LLC	Community Marketing	Service	\$ 1,600.00
Amazon Capital Service	All	Supplies	\$ 1,601.87
American Legal Publishing Corporation	Administration	Service	\$ 468.00
Applied Industries Technologies	Water Pollution Control	Supplies	\$ 702.62
Ascendance Truck Centers	City Garage	Supplies	\$ 1,221.69
Axon Enterprise Inc	Police	Supplies	\$ 2,827.87
Baker, Trent	Fire	Reimb	\$ 199.99
Ball Team LLC	Golf Clubhouse RESO 24-292/386	Service	\$ 85,222.13
Bennett, Kayla	Fire	Reimb	\$ 230.02
Bing Bang	Community Marketing	Service	\$ 3,825.00
Bolton & Menk Inc	Water Treatment Plant	Service	\$ 85.00
Bound Tree Medical LLC	Fire	Supplies	\$ 2,277.26
C. H. McGuiness Co Inc	Water Pollution Control	Service	\$ 1,485.88
Caldwell Brierly & Chalupa PLLC	D&D	Service	\$ 2,593.00
Card Service	All	Supplies	\$ 662.39
Central Iowa Distributing Inc	Water Pollution Control	Supplies	\$ 2,429.00
Chamber of Commerce	Administration	Dues	\$ 625.00
Chem-Sult Inc	Water Treatment Plant	Supplies	\$ 1,375.00
Cintas	All	Supplies	\$ 962.77
Convergint Technologies LLC	Utility Billing	Service	\$ 160.89
Danko Emergency Equipment	Fire	Supplies	\$ 3,590.00
DND Accessories	Utility Billing	Refund	\$ 37.68
Dodd Trash Hauling & Recycling	Cemetery	Service	\$ 2,021.18
EMS MC Inc	Fire	Service	\$ 6,119.70
EZ Lease	Water Pollution Control/Fire	Service	\$ 251.01
Fareway	Water Treatment Plant	Supplies	\$ 69.81
Fastenal	All	Supplies	\$ 347.54
Fink, Keith	Engineering	Reimb	\$ 2,676.00
Fire Service Training Bureau	Fire	Service	\$ 150.00
Forbes Office Solutions	All	Supplies	\$ 553.89
Frasier, Lisa	Finance	Reimb	\$ 66.93
Galls LLC	Police/Fire	Supplies	\$ 350.17
Garcia, Jose	Police	Reimb	\$ 37.61
General Traffic Controls Inc	Traffic Control RESO 2024-404	Service	\$ 6,900.00
Girard & Associates	Fire	Service	\$ 900.00
Grainger Inc	Water Pollution Control/Fire	Supplies	\$ 812.85
Gralnek-Dunitz	Water Distribution	Supplies	\$ 34.50
Gregg Young Auto Center	Police	Service	\$ 4,587.41
Grinnell Police Department	Police	Service	\$ 553.27
Gronewold Bell Kyhnn & Co PC	Finance	Service	\$ 8,000.00
H & D Service	Water Distribution	Service	\$ 1,020.00
Hatfield, Margie	Utility Billing	Refund	\$ 116.99

Hawkins Water Treatment	Water Treatment Plant	Service	\$ 4,996.30
Heartland Door and Frame Inc	Water Pollution Control	Supplies	\$ 3,011.00
Hewitt Service Center	Airport	Service	\$ 226.00
HLW Engineering Group	Landfill	Service	\$ 4,861.00
HR Green Inc	Storm Water	Service	\$ 3,405.57
Hy-Vee Inc	Fire/Executive	Supplies	\$ 176.67
IMWCA	All	Service	\$ 28,584.83
Iowa Golf Association	Golf	Merchandise	\$ 25.00
Iowa Haz Mat Task Force	Fire	Service	\$ 100.00
Iowa One Call	Engineering/WPC	Service	\$ 288.60
Iowa Police Chiefs Association	Police	Dues	\$ 125.00
Johnson Aviation	Airport	Reimb	\$ 55.78
Kautzer, Qixx	Utility Billing	Refund	\$ 62.29
Key Cooperative	All	Fuel	\$ 10,444.47
Knox Company	Fire	Supplies	\$ 214.00
Lanphier Excavating LLC	Street	Service	\$ 3,042.38
Magnum Automotive	Police/Fire	Service	\$ 1,563.50
Malek, Amy & Jason	Utility Billing	Refund	\$ 209.35
Manatts - D.M.	Storm Water	Supplies	\$ 4,163.26
Martin Marietta Materials	Street	Supplies	\$ 1,817.60
Mercury Medical	Fire	Supplies	\$ 1,077.68
MercyOne DSM Medical Ctr-Financial Ops	Fire	Supplies	\$ 702.10
Metering and Technology Solutions	Water Distribution	Supplies	\$ 947.48
Microbac Laboratories Inc	Water Pollution Control/Landfill	Service	\$ 6,160.08
Mississippi Lime Company	Water Treatment Plant	Service	\$ 12,948.30
MTI Distributing Inc	Golf RESO 2022-356	Capital Equipment	\$ 66,078.95
Municipal Collections of America Inc	Fire	Reimb	\$ 835.96
Municipal Supplies Inc	Water Distribution	Supplies	\$ 432.46
NAPA Auto Parts	All	Supplies	\$ 1,261.34
News Printing Company	All	Service	\$ 1,397.40
Newton Clinic	Fire	Service	\$ 594.80
Newton Community School	Police	Supplies	\$ 23.75
Newton News	Police	Subscription	\$ 132.00
Niemann Ace Hardware 650	All	Supplies	\$ 114.28
NOVUS Glass of Central Iowa	Fire	Service	\$ 95.00
Nucor Harris Rebar Midwest LLC	Storm Water/Streets	Supplies	\$ 2,905.00
Oaklane Construction LLC	Tort Liability RESO 24-140	Service	\$ 16,000.00
ODP Business Solutions LLC	Parks/Golf	Supplies	\$ 216.41
O'Reilly Auto Parts	City Garage	Supplies	\$ 380.08
Parkview Animal Hospital	Animal Control	Service	\$ 1,800.00
Peck, Emily	Utility Billing	Refund	\$ 17.29
Per Mar Security Service	Landfill	Service	\$ 217.86
Phelps Uniform Specialists	All	Service	\$ 167.15
Pipe Pros Plumbing	Building	Refund	\$ 30.00
Plowman, Ann	Utility Billing	Reimb	\$ 53.67
Preferred Pest Control Inc	Library	Service	\$ 395.39
Premier Office Equipment	Police	Service	\$ 394.40
Price, Lori	Utility Billing	Refund	\$ 40.00

Professional Developers of Iowa	Economic Development	Service	\$ 375.00
Public Safety Solutions MO LLC	Fire	Service	\$ 669.90
Quill Corporation	All	Supplies	\$ 217.51
Reeves Heating & Cooling	Airport	Service	\$ 1,956.93
Riggs Printing Inc	Police	Supplies	\$ 49.00
Riley, Alissa & Trevor	Utility Billing	Refund	\$ 47.81
Ross, Dennis		Service	\$ 250.99
Roush, Danielle A	I&I Program	Reimb	\$ 1,000.00
Ryan's Tire & Auto	Fire	Service	\$ 55.00
Secretary of State	All	Renewal	\$ 90.00
Shield Technology	Police	Supplies	\$ 200.00
Shinkle, Andrew	Police	Reimb	\$ 45.16
Sign Pro		Service	\$ 650.00
Smith Quality Rental	Golf	Supplies	\$ 17.99
Spahn & Rose Lumber Co	All	Supplies	\$ 734.92
State Steel of Des Moines	Storm Water	Supplies	\$ 260.00
Streichers	Police	Supplies	\$ 1,393.90
T2 Systems Inc	Police	Service	\$ 12.45
Taylor, Jon	Water Treatment Plant	Service	\$ 52,979.03
TEAM Service Inc	Street	Service	\$ 3,300.00
Terminal Supplies Company	City Garage	Supplies	\$ 58.85
The Iowa Clinic	Police	Service	\$ 426.00
The Police and Sheriffs Press	Police	Supplies	\$ 17.60
Theisen's	All	Supplies	\$ 774.02
TK Elevator	City Center	Service	\$ 211.89
Town & Country Sanitary Service	Water Treatment Plant	Service	\$ 380.00
Truck Equipment	Fire	Service	\$ 2,035.57
Two Rivers Cooperative	All	Service	\$ 9,200.96
United States Cellular	Water Distribution/Library	Utilities	\$ 370.50
UnityPoint Clinic-Occupational	Engineering	Service	\$ 42.00
USABlueBook	Water Pollution Control	Supplies	\$ 222.05
USPS	Utility Billing/WPC	Service	\$ 8,400.00
Van Maanen Electric Inc	Airport	Supplies	\$ 576.00
Van Wall Equipment	All	Supplies	\$ 767.71
Veenstra & Kimm Inc	Building	Service	\$ 38,477.50
Volk, Ryan	Fire	Reimb	\$ 11.49
Wells Fargo Financial Leasing Inc	Utility Billing	Service	\$ 206.38
Western Eco System Technology	Utility Billing	Refund	\$ 65.00
Wildlife Control Supplies	Police	Supplies	\$ 267.69
Zoll	Fire	Supplies	\$ 1,265.26
Zylstra, Ryan	Police	Reimb	\$ 26.74
Total			\$ 526,682.72

Pre-Authorized Payments

Manatts	All	RESO 2024-368	\$ 52,665.56
Stivers Midwest Pro Upfitters	Police	RESO 2024-197	\$ 20,006.53
Total:			\$ 72,672.09

City of Newton Council Report

**Item:**

Public Hearing on a Resolution Approving the Hy-Vee Minor Subdivision in the City of Newton, Jasper County, Iowa

Summary:

Hy-Vee Minor Plat Subdivision is a 3-lot commercial subdivision located at 1501 1st Ave E, Newton, IA. The purpose is to split the property into three saleable lots.

Financial Impact:

No Financial Impact.

Report Number: 2024-1223

Date:

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The Hy-Vee Minor Plat Subdivision is a 3-lot commercial subdivision located at 1501 1st Ave E, Newton, IA. The current uses of the property include a grocery store and a gas station. The primary motivation for this application is to split the property into three lots and to sell the undeveloped area. There will be no additional improvements to the property as part of this subdivision. Access to Lot 3 will depend on the future development on that lot. All three lots within the proposed minor subdivision are zoned C-A: Arterial Commercial. The total area of the subject property is 13.978 acres (608,854 sq. ft.), and the size of each proposed lot is as follows:

- Lot 1 – 10.354 acres (451,023 sq. ft.)
- Lot 2 – 1.856 acres (80,827 sq. ft.)
- Lot 3 – 1.768 acres (77,004 sq. ft.)

This qualifies as a minor plat rather than a preliminary and final plat, as it includes no more than 3 total lots, no infrastructure or new roads are proposed, and city services and public improvements are readily accessible for individual service connections. The newly created lots also satisfy zoning requirements, including established minimum size requirements such as minimum lot size, lot dimensions, and frontage. The proposed address number for lot 3 will depend on the location of a future driveway/access point, and will be assigned at the time of development.

Planning and Zoning Commission Review & Recommendation: The Planning & Zoning Commission reviewed this minor plat at their regular meeting held on December 03, 2024. The P&Z commission voted unanimously to recommend approval.

Recommendation:

The Comprehensive Plan, *Envision Newton 2042*, indicates that the subject area should be “Commercial” per the Future Land Use Map. A listed objective found in Ch. 5: “Economic Development” of the plan states, “Attract, support, and retain businesses that fill and redevelop vacant properties in the downtown and along key corridors.” City Staff finds that Hy-Vee Minor Plat is consistent with *Envision Newton 2042* and the minor plat complies with established minimum requirements of the Zoning and Subdivision Codes. Staff recommends approval of the resolution.

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. 2024 – _____

RESOLUTION APPROVING THE HY-VEE MINOR SUBDIVISION

WHEREAS, the Hy-Vee Minor Subdivision has been presented and said plat is certified by a licensed professional land surveyor, Murray B. Berting of Shive-Hattery, Inc. of Des Moines, Iowa, and the description of the land included in said plat being as follows:

PARCEL "A", AS RECORDED IN BOOK A, PAGE 380, LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA. ALL OF SAID PARCEL BEING PART OF LOT "M" OF THE SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA AND PART OF LOT 2 OF THE SUBDIVISION OF LOT "L" OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA CONTAINING 608,854 SQUARE FEET (13.977 ACRES) MORE OR LESS SUBJECT TO ALL EASEMENTS OF RECORD.

WHEREAS, said plat has been reviewed and unanimously recommended for approval by the Planning and Zoning Commission at their meeting on December 3, 2024, and said plat in all respects conforms to the laws, ordinances, and regulations covering the same;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Hy-Vee minor subdivision is hereby approved and confirmed. The Mayor and City Clerk are hereby directed to certify the resolution herein made and affix the same to the plat for filing.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

HY-VEE MINOR SUBDIVISION

NEWTON, IOWA

OWNER

HY-VEE INC.
5820 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266

SURVEYOR

SHIVE-HATTERY, INC.
ATTN: MURRAY BERTING
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IOWA 50266
EMAIL: MBERTING@SHIVE-HATTERY.COM
PHONE: 515-223-8104

ADDRESSES

LOT 1: 1501 1ST AVE E
LOT 2: 1421 1ST AVE E
LOT 3: 1551 1ST AVE E / 151 E. 17TH ST S

NOTES

- SIDEWALKS ARE REQUIRED FOR ALL LOTS AND MUST BE INSTALLED AT THE TIME THE LOTS ARE DEVELOPED OR AS OTHERWISE DIRECTED BY NEWTON CITY COUNCIL.
- SETBACKS
 - FRONT YARD: 40 FEET
 - SIDE YARD: 10 FEET
- SAID PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY NO. 190628 WITH MAP NO. 19099C0183D WITH AN EFFECTIVE DATE OF OCTOBER 05, 2018, JASPER COUNTY, STATE OF IOWA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

AREA

LOT 1
SW NW SEC 35
281734 SQFT
6.468 ACRES

LOT 2
SW NW SEC 35
80827 SQFT
1.856 ACRES

LOT 3
SW NW SEC 35
39350 SQFT
0.904 ACRES

SE NW SEC 35
169289 SQFT
3.886 ACRES

SE NW SEC 35
N/A

SE NW SEC 35
37654 SQFT
0.864 ACRES

TOTAL
451023 SQFT
10.354 ACRES

TOTAL
80827 SQFT
1.856 ACRES

TOTAL
77004 SQFT
1.768 ACRES

LEGAL DESCRIPTION

PARCEL "A", AS RECORDED IN BOOK A, PAGE 380, LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA. ALL OF SAID PARCEL BEING PART OF LOT "M" OF THE SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA AND PART OF LOT 2 OF THE SUBDIVISION OF LOT "L" OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA CONTAINING 608,854 SQUARE FEET (13.977 ACRES) MORE OR LESS SUBJECT TO ALL EASEMENTS OF RECORD.

Certificate of Planning and Zoning Commission

This final plat of _____ was recommended for acceptance and approval by the Planning and Zoning Commission this _____ day of _____, 20____.

Chair

Secretary

Certificate of City Council

This final plat of _____ was accepted and approved by the city of Newton City Council in resolution form, said resolution being _____. The City Clerk further certifies that the same final plat hereto attached has been accepted, approved and filed in accordance with the city ordinance of Newton, Iowa and the code of Iowa.

Passed:

(Date)

Approved:

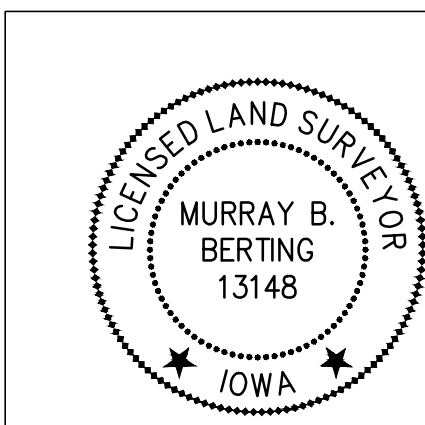
(Date)

Attest:

Mayor

City Clerk

LAND SURVEYOR



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE DATE 12-09-2024

PRINTED OR TYPED NAME MURRAY B BERTING

LICENSE NUMBER 13148

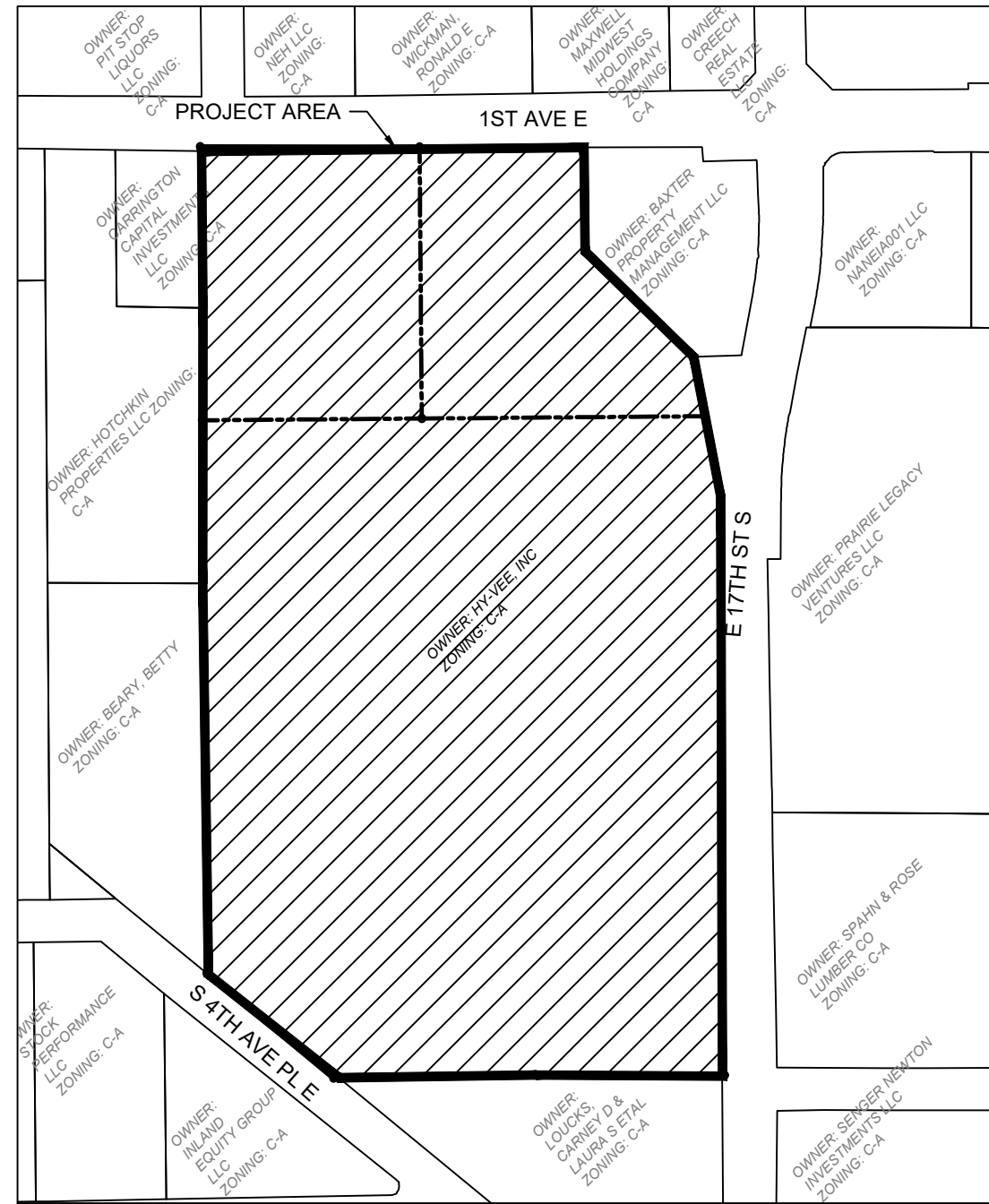
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

PAGES OR SHEETS COVERED BY THIS SEAL

1 OF 1

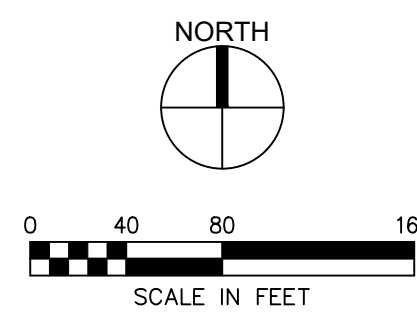
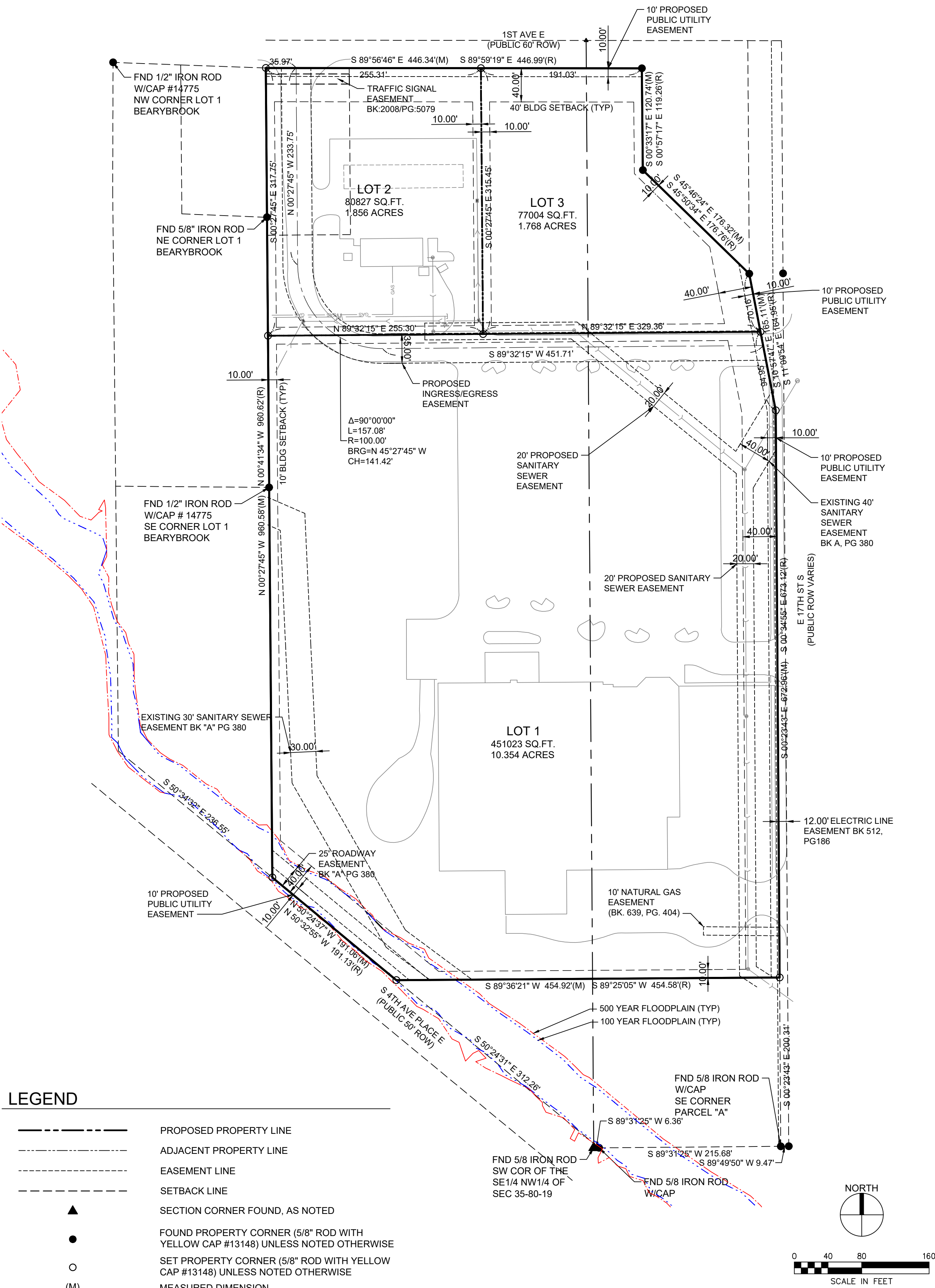
LEGEND

- PROPOSED PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- SECTION CORNER FOUND, AS NOTED
- FOUND PROPERTY CORNER (5/8" ROD WITH YELLOW CAP #13148) UNLESS NOTED OTHERWISE
- SET PROPERTY CORNER (5/8" ROD WITH YELLOW CAP #13148) UNLESS NOTED OTHERWISE
- MEASURED DIMENSION
- RECORDED DIMENSION



VICINITY MAP:

1" = 200'



DRAWN BY	APPROVED BY	ISSUED FOR	ISSUE DATE	PROJECT NUMBER	CLIENT PROJECT NUMBER
		REVIEW	11/19/2024	2240010030	

City of Newton Council Report

**Item:**

Resolution approving a contract with Iowa Inspections, LLC to conduct inspections for the Newton Rental Housing Inspection Program

Summary:

The Newton Rental Housing Inspection Program utilizes an outside consultant for inspections. This was identified as the most cost-effective and efficient approach when the program transitioned from the Fire Department to Community Development in 2019. Iowa Inspections, LLC had the necessary credentials and agreed to a competitive schedule of fees.

Financial Impact:

No direct costs to the City. Landlords will pay inspection fees directly to the Contractor.

Report Number: 2024-1172**Date:**

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The State of Iowa requires all cities with a population of fifteen thousand or more to complete regular rental property inspections. The current program for the City of Newton was established after a 2018-2020 Council Goal identified that inspections should be completed by an outside contractor instead of city staff. In preparation for the revised Rental Housing Inspection Program, Community Development Department staff contacted numerous potential rental inspectors around the state of Iowa, and a formal Request for Qualifications was posted and distributed. That RFQ resulted in three submissions and Iowa Inspections LLC was selected to serve as the City's rental inspector in late-2019 with a 2-year contract that expired December 31, 2021. With ongoing guidance from City Council, Community Development staff has administered and maintained the program since then.

City Staff pursued a similar RFQ process in late-2021, and Iowa Inspections LLC was again selected to complete rental inspections in the City of Newton. City Council approved a renewed 3-year contract with no significant changes that is set to expire on December 31, 2024. Community Development Department staff again posted and distributed an RFQ with a deadline for responses by November 25, 2024, and a total of four firms submitted responses as follows:

1) Iowa Inspections, LLC

a. Certifications of key inspection staff: ICC Certifications - Certified Building Official, Housing Code Official, Residential Building Inspector, Property Maintenance & Housing Inspector; Residential Building, Plumbing, Electrical, Mechanical, and Combination Inspector

b. Experience: Current rental inspector in Newton in addition to rental property inspections in Ankeny, Windsor Heights, Oskaloosa, Albia, Van Meter, Knoxville, Chariton, Centerville, Creston, and DeSoto; Building Official and Inspector for V&K

c. Initial inspection fees: \$90 for 1st unit + \$25 for each additional unit in the same building (for the first 3 years of the contract); then \$100 for 1st unit + \$25 for each additional unit in the same building (for the last 2 years of the contract)

d. Re-inspection fees: Same as initial inspection fees.

e. Other fees: No show fee = \$100.

2) Safe Building

- a. Certifications of key inspection staff: ICC Certifications - Residential Building, Electrical, Plumbing, Mechanical, and Combination Inspector; Property Maintenance & Housing Inspector; Fire Inspector 1, Accessibility Inspector/Plans Examiner; Residential Energy Inspector/Plans Examiner
- b. Experience: 2,000+ rental inspections each year for the Iowa Finance Authority and cities of Buffalo, Marshalltown, and Windsor Heights.
- c. Initial inspection fees: \$90 for 1st unit + \$50 for 2nd duplex unit or \$20 for each additional unit in the same building.
- d. Re-inspection fees: \$50 per unit.
- e. Other fees: No show fee = \$50.

3) Bluffs Inspection Service

- a. Certifications of key inspection staff: Certified Master Inspector; No ICC Certifications listed
- b. Experience: City Building Official for Missouri Valley, Iowa
- c. Initial inspection fees: \$100 for 1st unit + \$35 for each additional unit in the same building
- d. Re-inspection fees: Same as initial inspection fees
- e. Other fees: Cancellations = \$50 for properties with 1-7 units or 15% of the total inspection fee capped at \$450 for 8+ unit multifamily properties; Annual Program Management Fee = \$4,500 charged to City

4) Willdan Engineering

- a. Certifications of key inspection staff: ICC Certifications - Property Maintenance & Housing Inspector; Zoning/Code Enforcement Inspector, Officer, or Administrator
- b. Experience: Primary experience in California, Texas, or Arizona; Building, zoning, and nuisance code enforcement
- c. Initial inspection Fees: \$75 for 1st unit + \$25 for each additional unit in the same building
- d. Re-inspection fees: Same as initial inspection fees
- e. Other fees: No-show fee = \$75 + \$25 for each additional unit; Appeal Hearing = \$100 + \$25 for each additional unit; In-office meetings = \$75/hr (15 minute increments); Staff & Vehicles hourly rates = \$75 - \$85 /hr + \$100 vehicle charge per day

Similar to the procedure in 2019 and 2021, a group of City staff reviewed and evaluated the four submitted statements of qualifications. Based on the nature of rental inspections, it was identified that preference would be given to experience (familiarity with applicable local, state, and federal laws), qualifications of both the firm and the key personnel (bonus for International Code Council certifications, and efficiency in approach (availability, scheduling, reporting, proposed fee schedule, etc.) to accomplish the goals of the program. Staff then met with the top-ranked firm to pursue negotiations and finalize a 5-year contract and associated fee schedule. Iowa Inspections, LLC was found to have the necessary credentials and qualifications and agreed to a competitive fee schedule - especially for landlords who maintain quality rentals that do not require follow-up inspection(s).

Recommendation:

Staff recommends approval of this resolution and the associated 5-year contract with Iowa Inspections, LLC to complete rental inspections for the City of Newton.



Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

**RESOLUTION APPROVING A CONTRACT WITH IOWA
INSPECTIONS, LLC TO CONDUCT INSPECTIONS FOR THE
NEWTON RENTAL HOUSING INSPECTION PROGRAM**

WHEREAS, the City of Newton determined that utilizing a consultant to provide rental inspections is the most cost-effective approach to the Rental Housing Inspection Program; and

WHEREAS, the contract with the current rental inspector/contractor, Iowa Inspections, LLC, expires December 31, 2024; and

WHEREAS, the City of Newton issued a Request for Qualifications for Rental Inspection Services and received four responses;

WHEREAS, Iowa Inspections, LLC provides International Code Council certified staff and has agreed to a competitive schedule of fees; and

WHEREAS, Iowa Inspections, LLC has been the City of Newton’s contracted inspection service provider for the past five years so they have established working relationships with landlords and tenants and they are familiar with the Newton Rental Inspection Program;

NOW, THEREFORE, BE IT RESOLVED that Iowa Inspections, LLC is selected to serve as the Inspection Service Provider for the Newton Rental Housing Inspection Program for a term expiring on December 31, 2029, and the Mayor is hereby authorized to sign the contract between the City of Newton and Iowa Inspections, LLC.

PASSED this ____ day of **December, 2024.**

APPROVED this ____ day of **December, 2024.**

Evelyn George, Mayor
City of Newton

ATTEST:

Katrina Davis, City Clerk

TO: City of Newton, Iowa
101 W 4th Street S
Newton, Iowa 50208

FROM: Iowa Inspections, LLC
11855 200th Lane
Ackworth, Iowa 50001

RE: Contract for Rental Inspection Services for the City of Newton, Iowa

This agreement, entered into this day _____, 2024 by and between THE CITY OF NEWTON, IOWA (City) and Iowa Inspections, LLC (Contractor), witnessed:

In order to accomplish the objectives of the Newton Rental Inspection Program:

1. The CONTRACTOR will serve as the inspection service provider for all residential rental property within the City of Newton.
2. The CITY will maintain a database of rental property within the City of Newton and notify owners of renewal due dates and inspection requirements.
3. The CONTRACTOR will provide timely scheduled inspections which are conducted in accordance with the adopted Minimum Rental Housing Code and the Rental Housing Inspection Program Administration Policy.
4. The CITY will retain the annual permit fee set by resolution by the Newton City Council. The CONTRACTOR will retain the inspection fee to be paid directly to the CONTRACTOR by the property owner and in accordance with this agreement:

Years 1-3 of this contract (January 1, 2025 – December 31, 2027):

Initial Inspection:

\$90 for the 1st unit

\$25 for each additional unit in the same building

No Show Inspection Fee:

\$100.00

Re-inspection:

Same as Initial Inspection

Years 4-5 of this contract (January 1, 2028 – December 31, 2029):

Initial Inspection:

\$100 for the 1st unit,

\$25 for each additional unit in the same building

No Show Inspection Fee:

\$100.00

Re-inspection:

Same as Initial Inspection

There is no other fee associated with the provision of this service, and inspection fees shall not increase, except for the scheduled increase described above, for the duration of this contract.

5. When the rental unit complies with the provisions of the Newton City Code and the Rental Housing Inspection Program Administration Policy, the CONTRACTOR shall sign/complete the rental registration or otherwise notify the CITY that the unit complies, provided that inspection fees have been paid.
6. The CITY is responsible for issuing the Rental Housing Occupancy Permit, provided the property is compliant with requirements of the City Code and Rental Housing Program Administration Policy at the time of issuance and inspection fees have been paid to the CONTRACTOR.
7. The CONTRACTOR will present an annual property owner Rental Inspection Seminar, to be held in a public setting and posted/advertised by the City.
8. The CONTRACTOR will be available to hold an annual meeting with staff of the Community Development Department to ensure strong communications related to the Rental Inspection Program.
9. This contract is effective upon date of execution through December 31, 2029, at which point it shall expire.
 - a. The CITY may terminate this agreement by giving a 30-day notice by certified mail to the CONTRACTOR at: Iowa Inspections, LLC; 11855 200th Lane. Ackworth, Iowa 50001.
 - b. The CONTRACTOR may terminate this agreement by giving a 30-day notice by certified mail to the Director of Community Development.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF _____, 2024.



Jason Van Ausdall
Iowa Inspections, LLC

Evelyn George, Mayor
CHIEF ELECTED OFFICIAL

City of Newton Council Report

**Item:**

Resolution authorizing the submission of a pre-application for federal Airport Improvement Program funding and certifying eligibility requirements

Summary:

To be considered for future airport improvement grants from the federal government, the City of Newton must submit a 5-year Airport Improvement Plan annually.

Financial Impact:

None at this time.

Report Number: 2024-1208**Date:**

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

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

- Acquire Snow Removal Equipment (Tractor w/ Blower)
- Four Stall Hangar
- Four Stall Hangar Approach
- ALP/Master Plan Update

Federal funds generally pay for up to 90-95% of the cost of the above projects after the project-specific applications are submitted and approved at a later date. The three most recent contracted projects utilizing City entitlement funds include the SE Apron Expansion, Pavement Rehabilitation, and the Taxiway Relocation Project. All three of the aforementioned projects were initially introduced on a previous version of this AIP pre-application.

Recommendation:

Staff recommends approval of this resolution to authorize the submission of an Airport Improvement Program pre-application to the FAA.

Matt Muckler, City Administrator

RESOLUTION 2024- _____

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

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

WHEREAS, the pre-application submittal includes anticipated projects during the next five Federal fiscal years along with a long-range needs assessment (6-20 years), but it does not commit the City to fund or complete any of the listed projects within the established timelines; and

WHEREAS, the following projects have been included as part of the 5-year Airport Capital Improvement Program in the pre-application submittal:

- Acquire Snow Removal Equipment (tractor with blower)
- Four Stall Hangar
- Four Stall Hangar Approach
- ALP/Master Plan update

; and

WHEREAS, Federal funds generally pay up to 90% – 95% of the cost of the above projects after the project-specific applications are submitted and approved at a later date;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa that the City of Newton hereby endorses the Pre-Application for FAA funding for said improvement projects, and that the City Planner is hereby authorized to sign and submit the Pre-Application after the City's engineering consultant, Kirkham Michael & Associates, completes the pre-application checklist.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Newton Municipal - TNU, Newton, IA

Prepared by: Kirkham Michael

Sponsor's E-mail: varshab@newtongov.org

Date Prepared: December 03, 2024

Sponsor's Signature: _____

Sponsor's Phone: 641-792-6622

Printed Name: Varsha Borde

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2027	Snow Removal Equipment (tractor with blower)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$300,000.00 \$105,000.00 \$45,000.00 \$450,000.00
2029	Four Stall Hangar	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$300,000.00 \$300,000.00 \$200,000.00 \$800,000.00
2029	Four Stall Hangar Approach	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 \$125,000.00 \$25,000.00 \$150,000.00
2030	ALP/Master plan update	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	\$300,000.00 \$30,000.00 \$330,000.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 \$0.00

**LONG-RANGE NEEDS ASSESSMENT
YEARS SIX TO 20**
Attach additional sheets if necessary.

Airport name _____

Estimated FY	Description of project	Funding source	Total estimated cost
2031	Environmental Documentation for Runway 32 Extension and Runway 14 Threshold Relocation	Federal	\$ \$90,000.00
		BIL	\$
		State	\$
		Local	\$ \$10,000.00
		Total	\$ \$100,000.00
2033	Land Acquisition for Runway 32 Extension	Federal	\$ \$1,890,000.00
		BIL	\$
		State	\$
		Local	\$ \$210,000.00
		Total	\$ \$2,100,000.00
	Extend Runway 32 and Relocate Runway End 14 Threshold Including Overlay of Existing Runway - Design	Federal	\$ \$250,000.00
		BIL	\$
		State	\$
		Local	\$ \$25,000.00
		Total	\$ \$275,000.00
	Extend Runway 32 and Relocate Runway End 14 Threshold Including Overlay of Existing Runway - Construction	Federal	\$ \$7,965,000.00
		BIL	\$
		State	\$
		Local	\$ \$885,000.00
		Total	\$ \$8,850,000.00
	Construct 12 Stall T-hangar and Connecting Taxiway	Federal	\$ 600000
		BIL	\$
		State	\$ \$400,000.00
		Local	\$ \$140,000.00
		Total	\$ \$1,140,000.00

City of Newton Council Report

**Item:**

Resolution amending the parks shelter rental fee schedule

Summary:

Amending the Parks Shelter Rental Fee schedule to one rental per day at \$75.00

Financial Impact:

Minimal. Fewer rental slots are off-set by a higher rate and efficiency savings of staff time resulting from staff not being pulled from other projects to clean between events.

Report Number: 2024-1221

Date:

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

In 2024, the frequency of issues or complaints regarding condition of a shelter left by an earlier renter increased. Additionally, it is terribly inefficient to pull parks staff from other jobs/projects mid-day to clean between a morning and afternoon rental at a park shelter.

To address these issues, staff is proposing to move to a single day rental for all park shelters.

Currently, a half-day rental is \$50.00.

The proposal is to increase the rental fee to \$75.00 for the full day.

Any potential decrease in revenue caused by fewer rental slots available will be easily off-set by the increased rate and staff efficiency.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION AMENDING THE PARKS SHELTER RENTAL FEE SCHEDULE

WHEREAS, the Parks and Rec Shelter Fee Schedule specifies two rental periods per day; and

WHEREAS, it is desirable to reduce the number of rental periods per day from two to one to minimize negative impacts between the morning and afternoon rentals;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa that the shelter rental fee schedule be adjusted as follows

Shelter Rentals (7 am – 3:30 pm or 4 pm – 10:30 pm) (9 am to 9:30 pm)	
Aurora Park Shelter	50.00 \$75.00
Sunset Park Shelter	50.00 \$75.00
Woodland Park Shelter	50.00 \$75.00
Log Cabin at Maytag Park	50.00 \$75.00
South Shelter at Maytag Park	50.00 \$75.00
West Shelter at Maytag Park	50.00 \$75.00
Pool Pavilion at Maytag Park	50.00 \$75.00
• add Large Event fee to shelter (per area) *	50.00
Maytag Bowl	300.00
* <u>Large Event</u> fee applies to groups wanting to reserve an additional area of the park adjacent to the shelter they are renting for the purposes of accommodating groups of 100+ people and/or space for extra activities for their gathering.	

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that this fee schedule shall be effective for all rentals on or after January 1, 2025.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution approving the granting of Downtown Improvement Grant funds for 111 W 2nd St. S. Chelsie Slycord

Summary:

Downtown Improvement Grant for new signage at 'Looking Pretty Sly Boutique'

Financial Impact:

\$355.24 of Downtown Improvement Grant Funds

Report Number: 2024-1225**Date:**

December 16, 2024

Lead Department:

Community Development

Recommendation:

Approve

Background:

The subject building is a two-story, red brick building. It is a commercial property stretching 22 feet westward from its 58-foot frontage on W. 2nd St. S. W.

The building was constructed as an addition to a Victorian-era building (the Pangborn Building) that burned in 1961. At ground level, the building façade features three glassed display areas, each surmounted by fixed, cloth awnings. In the 1950s, the ground floor was subdivided into two professional offices. Further alterations to the storefront, such as the contemporary awnings and parged brick, are relatively recent. The building's cornice features a simple concrete molding topped by an interrupted series of balusters that are placed in relief against the brick cornice and sit atop concrete band molding. (*Newtongov.org*)

The Pangborn Building addition is considered a contributing resource to the Newton Downtown Historic District. There were no grants awarded to the building in the past.

New signage is being proposed for the Looking Pretty Sly Boutique. The applicant is proposing 2 new signs for the building (111 W 2nd St. S.).

The applicant is proposing the following storefront signs –

1. Front of building (on the awning) - 12 ft. wrapped sign w/ install
2. 1 window decal

The total estimated cost of the sign is \$710.48, with the required 1:1 match for the grant program. The recommended grant amount is \$355.24.

Recommendation:

Staff recommends approval.

Matt Muckler, City Administrator

RESOLUTION NO. 2024 – _____

RESOLUTION APPROVING THE GRANTING OF DOWNTOWN
IMPROVEMENT GRANT FUNDS FOR 111 W 2ND ST. S.
CHELSIE SLYCORD

WHEREAS, *Envision Newton 2042* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics and identifies a key objective to establish Newton as a compelling destination;

WHEREAS, bonded funds were set aside for the purpose of downtown improvements, providing the funding source for the Downtown Improvement Grant Program; and

WHEREAS, Chelsie Slycord submitted an application requesting funds for 111 West 2nd Street South, Newton in the Signage Improvements areas;

WHEREAS, The Downtown Grant Review Board reviewed the application on December 11, 2024 and recommended granting of funds up to \$355.24 as a reimbursement after work is completed and a 1:1 match is met for the program area provided by the applicant;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds in an amount up to \$355.24 be provided to Chelsie Slycord, 111 West 2nd Street South, Newton, for the signage and the restaurant improvement areas.

PASSED this _____ day of December, 2024.

APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Chelsie Slycord**

This Agreement made and entered into this _____ day of _____ 2024 by and between the City of Newton, Iowa, hereinafter called "City" and Chelsie Slycord, 111 West 2nd Street South Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Improvement Grant funds in the Signage Areas for property located at 111 West 2nd Street South, Newton; and

WHEREAS, the Downtown Grant Review Board reviewed the application and recommended approval;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1) Chelsie Slycord will receive up to \$355.24 in grant funds for the Looking Pretty Sly Boutique for Signage project at 111 West 2nd Street South.

Proposed Project	Estimated Cost	1:1 Match Amount	Maximum Allowed	Less previous Award	Recommended Grant
Looking Pretty Sly Boutique Sign	\$710.48	\$355.24	\$750.00	\$0.00	\$355.24
Total					\$355.24

- 2) The applicants will match provide a 1:1 match to the grant funds.
- 3) All projects shall be completed within 1 year of the agreement; by 12/16/2025.

- 4) The City of Newton will provide the grant funding as a reimbursement of completed work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton Community Development Department, 303 West 4th Street North, Suite 501, Newton, Iowa 50208 for administrative verification of expenditures and applicant match.
- 5) The City will make timely payment of grant funds upon completion of the project and verification of project expenses.

Applicant:

Chelsie Slycord
Owner

Date

For City of Newton:

Evelyn George, Mayor

Date

City of Newton Council Report

**Item:**

Resolution acknowledging developer name change, approving the interchanging of "Hotel" and "Short Term Rentals" within the Development Agreement, and initiating steps to formally amend the Agreement for Private Development with Christensen Development 1 LLC, and Jasper County

Report Number: 2024-1250**Date:**

December 16, 2024

Lead Department:

Community Development

Recommendation:**Summary:**

Resolution acknowledging the developer name change and approving the interchanging of the concepts of "hotel" with "AirBnB/VRBO".

Financial Impact:

None.

Background:

With Resolution 2023-039 the City of Newton entered into an Agreement for Private Development Christensen Development 1, LLC and Jasper County for a project of certain apartment and hotel improvements on the former Maytag Corporate campus located within the City of Newton, Jasper County, Iowa. Subsequently, with Resolution 2023-083, the City of Newton approved the First Amendment to Agreement for Private Development with Christensen Development 1, LLC and Jasper County.

Since that time the developer has endeavored to construct the residential units upon the development property, with the grand opening/ribbon cutting being held on December 10, 2024.

On December 9, 2024, Jake Christensen, President, Christensen Development, requested the City's consideration to change the name of the company owning the overall property to Plant 1, LLC, a company that is also controlled by the same Jake Christensen.

The purpose of the resolution is to provide acknowledgment to the developer that the City of Newton City Council finds it acceptable to change the ownership from the developer listed within the development agreement, which is Christensen Development 1, LLC, to Plant 1, LLC, with the understanding that all stipulations and requirements spelled out in the Agreement for Private Development with Christense Development 1, LLC shall apply to the new entity.

In addition, the developer has requested consideration by the Newton City Council to understand the concept of "short term rentals" interchanging with "hotel rooms." Christensen writes:

"The Smith Travel Research report for Newton is very low. 45% occupancy and less than 100 per room. We all know that it is because there are not any room options available that would demand a higher price. This is why the traditional hotel label gives the investor such concern.

We will provide extended stay luxury hotel rooms on the Airbnb platform and grow the number of available rooms over time to match the demand.

We will have rooms available and the bar built out in the former Maytag Store space. Both the rooms and the bar will generate sales tax and hotel motel tax. The Airbnb rooms will show up on

the travel websites, just like flagged hotels."

Finally, the resolution provides instructions to begin formally amending the development agreement with this change.

Recommendation:

No staff recommendation at this time. The request for consideration comes from the Mayor's office.

RESOLUTION NO. 2024 – _____

RESOLUTION ACKNOWLEDGING DEVELOPER NAME CHANGE, APPROVING THE INTERCHANGING OF "HOTEL" AND "SHORT TERM RENTALS" WITHIN THE DEVELOPMENT AGREEMENT, AND INITIATING STEPS TO FORMALLY AMEND THE AGREEMENT FOR PRIVATE DEVELOPMENT WITH CHRISTENSEN DEVELOPMENT 1, LLC AND JASPER COUNTY

WHEREAS, by Resolution 2023-039 the City of Newton entered into an Agreement for Private Development Christensen Development 1, LLC and Jasper County for a project of certain apartment and hotel improvements on the former Maytag Corporate campus located within the City of Newton, Jasper County, Iowa;

WHEREAS, by Resolution 2023-083, the City of Newton approved the First Amendment to Agreement for Private Development with Christensen Development 1, LLC and Jasper County;

WHEREAS, Jake Christensen, President, Christensen Development requested the City’s acknowledgement on December 9, 2024 to change the name of the company owning the overall property to Plant 1, LLC, a company also controlled by the same Jake Christensen and to further acknowledge the future desire to change the name of the company owning the overall property to Plant 1 Landlord, LLC for the purpose of facilitating the sale of Federal Historic Tax Credits;

WHEREAS, Jake Christensen, President, Christensen Development requested the City of Newton’s consideration to include short term rentals, such as AirBnB and VRBO which generate sales tax and hotel/motel tax, within the concept of the luxury hotel rooms portion of the project as described in the Agreement for Private Development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the City finds it is acceptable to move the ownership of the property from Christensen Development 1, LLC to Plant 1, LLC, provided all requirements of Christensen Development 1, LLC as stipulated by the Agreement for Private Development approved by Resolutions 2023-039 and 2023-083 shall apply to the new entity Plant 1, LLC.

NOW, THEREFORE, BET IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City acknowledges the desire to change the name of the company owning the overall property to Plant 1 Landlord, LLC for the purpose of facilitating the sale of Federal Historic Tax Credits, provided all requirements as stipulated by the Agreement for Private Development approved by Resolutions 2023-039 and 2023-083 shall apply to the new entity Plant 1 Landlord, LLC.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa that the City understands the developer is re-examining the hospitality portion of the Project and acknowledges that the plan for short-term rentals, such as AirBnB and VRBO, aligns with the original intent of the boutique hotel portion of the project as described in the development agreement, provided that the commercial space is leased to a food and beverage provider (bar/restaurant).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that City staff is hereby directed to initiate the steps to formally amend the Agreement for Private Development to represent the change in ownership name and to include language acknowledging that short-term rentals satisfy the hotel room requirement of the development agreement.

PASSED this _____ day of December, 2024.
APPROVED this _____ day of December, 2024.

Evelyn George, Mayor

ATTEST:

Katrina Davis, City Clerk